

**SPRINGFIELD BOARD OF EDUCATION
REGULAR PUBLIC MEETING MINUTES
March 27, 2023**

VISION STATEMENT

Cultivating, compassionate, and extraordinary learners.

MISSION STATEMENT

Springfield Public Schools will challenge every student through meaningful, engaging experiences – empowering all students to flourish and contribute in an evolving world.

Time: 7:10 PM

A. CALL TO ORDER AND STATEMENT- President Paula Saha

President's Statement: Pursuant to the New Jersey Open Public Meetings Act, Public Law 1975, Chapter 231, the Board Secretary caused notice of the meeting to be given to the public and the press on January 3, 2023 and revised on March 15, 2023. The public comment format for this meeting is as follows – attendees wishing to comment during the public sessions will state their name and address. The President of the Board of Education will recognize the attendee at the appropriate time. All of the Board's Policies and Regulations related to public participation in board meetings shall remain in effect, including, but not limited to, the presiding officer's ability to limit each statement made by a participant to a 3 minute duration.

B. ROLL CALL

Vice President Meredith Murphy
Mr. Jerry Fernandez
Mrs. Laura Gamarekian
Mr. Marc Miller
Mr. Hector Munoz

Mrs. Kristy Rubin
Mrs. Hilary Turnbull
Mrs. Yelena Zolotarsky
President Paula Saha

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS

Mrs. Calas indicated that in the board packet were the following: New Jersey School Digest which highlights some decisions affecting NJ schools and articles from NJ School Board Association and Garden State Coalition of Schools around the following topics: SEL challenges, NJGPA, and the end of Start Strong assessments. NJ School Boards is hosting multiple programs and including mandated training. A reminder was given to complete their personal disclosures.

Mrs. Calas read in the addenda for tonight's meeting.

E. MINUTES

The Superintendent recommends:

1. To approve the following minutes:
Regular Meeting – March 13, 2023

Approval of the Minutes

Motion to Approve: Vice President Murphy
Seconded: Mrs. Gamarekian
Voice Vote: AYE- 9 NAY- 0

F. SUPERINTENDENT'S REPORT

1. Community Updates
2. HIB Report (The Board will go into closed session at the end of the meeting if specific clarification is needed.)

- Dr. Goldberg commented on the referendum success.
- An athletic update was provided, specifically around baseball scoreboard and other accomplishments.
- Districtwide happenings were discussed.
- 2023-2024 preschool registration and preschool lottery process was discussed.
- President Saha asked Dr. Goldberg to expand on the preschool grant.
- Dr. Goldberg discussed the openings that exist at Sandmeier.
- Tennis court updates was provided.
- Pickleball court coming soon.
- Mr. Miller asked about what court would be lined for pickleball and what courts the public would have access to.
- Calendar reminders were provided.
- Friday, May 26 and Tuesday, June 6 would be a Give Back Day- Schools Closed and early dismissal on June 21 and 22.
- Dr. Goldberg gave an explanation as to why June 6th would be closed.
- Happy holidays to all who celebrate.
- Questions were asked about polling locations and how it was determined.
- Dr. Goldberg relayed information provided to her by the Board of Elections.
- Mr. Fernandez commented on the Election Districts.

Approval of the Superintendent's Report, as presented

Motion to Approve: Vice President Murphy

Seconded: Mr. Munoz

Voice Vote: AYE- 9 NAY-0

G. PUBLIC SESSION ON AGENDA ITEMS

None

H. FINANCE COMMITTEE- Mrs. Turnbull

Items 1 through 5

The Superintendent recommends:

1. Monthly Certification

a. Board Secretary's Monthly Certification, Budgetary Line Item Status

Pursuant to N.J.A.C. 6:20-2.13 (d), I certify that as of February 28, 2023 no budgetary line item account has obligations and payments (contractual orders) which line item account has obligations and payments (contractual orders) which in total exceed the amount appropriated by the district board of education pursuant to N.J.S.A. 18A:22-8 and 18:22-8.1

Board Secretary

Date

b. Board of Education's Monthly Certification, Budgetary Major Account/Fund Status

Pursuant to N.J.A.C. 6:20-2.13 (e), we certify that as of February 28, 2023 after review of the secretary's monthly financial report (appropriations section) and upon consultation with the appropriate district officials that to the best of our knowledge no major account or fund has been over expended in violation of N.J.A.C. 6:20- 2.13(b) and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year. This certification is solely based on the information provided by the School Business Administrator/Board Secretary and is assumed by the board to be correct.

2. Board Secretary/ Treasurer Reports

To approve the board secretary/ treasurer reports for the period ending February 28, 2023.

3. Budget Transfers

To approve budget transfers for the 2022-2023 school year.

Account Code	Description	To	From
11-000-211-100-00-10	SALARY ATTENDANCE		15,000.00
11-000-221-104-00-10	SALARY SUPERVISORS		10,000.00
11-000-230-530-95-05	UTILITIES TELEPHONE		3,000.00
11-000-230-590-09-03	MISC ADS BUSINESS OFFICE		1,000.00
11-000-230-590-09-12	ADVERTISING		2,000.00
11-000-230-895-02-01	MISC EXP DUES NJSBA		2,000.00
11-000-240-105-00-09	SCHOOL SECRETARY SALARY		20,000.00
11-000-251-600-05-03	SUPPLIES CENTRAL SERV	8,000.00	
11-000-261-420-00-06	MAINTENANCE SERVICES	60,000.00	
11-000-261-420-00-14	MAINTENANCE SERVICES	115,000.00	
11-000-262-100-95-10	OPER PLANT SERV SAL		20,000.00
11-000-262-420-00-03	CLEANING REPAIR MAINTENANCE		25,000.00
11-000-262-610-94-05	CUSTODIAL&GROUNDS SUPPLIES		15,000.00
11-000-270-162-96-10	SALARIES OTHER THAN TO/FRO		30,000.00
11-000-270-518-96-03	CONTRACT.SERV.(SPEC)-ESC		100,000.00
11-000-291-270-97-03	HEALTH INSURANCE		379,000.00
11-110-100-101-01-10	SUBSTITUTES K		40,000.00
11-120-100-101-00-09	SALARIES TEACHERS EVW		10,000.00
11-140-100-101-00-10	SALARIES TEACHER 9-12		100,000.00
11-140-100-101-00-14	TPAC STIPENDS		72,000.00
11-140-100-101-01-10	SUBSTITUTES 9-12		50,000.00
11-140-100-101-28-14	6TH PER STIPENDS		30,000.00
11-190-100-500-00-09	INSTRUCTIONAL PURCHASED SERV		5,000.00
11-190-100-610-00-03	DISTRICT SUPPLIES		197.60
11-190-100-610-00-03	DISTRICT SUPPLIES	275,000.00	
11-190-100-610-00-06	INSTRUCTIONAL SUPPLIES	197.60	
11-214-100-320-40-11	ESY RELATED SERVICES		7,500.00
12-000-260-730-94-05	EQUIP. BUILDINGS&GROUNDS	13,000.00	
12-000-270-733-96-03	PUPIL TRANS REPLACE VEH	30,000.00	
12-000-400-390-91-03	CAPITAL OUTLAY PROF FEES	283,000.00	
12-000-400-450-91-03	CAPITAL OUTLAY BUILDINGS	150,000.00	
12-204-100-730-00-00	Equipment	2,500.00	

4. Sale of School Bonds

To determine the form and other details of \$32,872,000 aggregate principal amount of school bonds, series 2023 of the Board of Education of the Township of Springfield in the County of Union, New Jersey, providing for their sale and determining other matters in connection therewith. (Attachment A)

5. NJ/ARM

To authorize the School Business Administrator of the Board of Education of the Township of Springfield in the County of Union, New Jersey to invest funds in the New Jersey Asset & Rebate Management Program (NJ/ARM). (Attachment B)

- Mrs. Calas reviewed the timeline of the sale of the school bonds. She also explained NJ/ARM and the services they would provide.
- Mr. Fernandez and President Saha commented on NJ/ARM.

Approval of Finance Items 1 through 5

Motion to Approve: Mrs. Turnbull

Seconded: Mrs. Gamarekian

Roll Call

Vice President Meredith Murphy	Yes	Kristy Rubin	Yes
Jerry Fernandez	Yes; Abstention # 5	Hilary Turnbull	Yes
Laura Gamarekian	Yes	Yelena Zolotarsky	Yes
Marc Miller	Yes	President Paula Saha	Yes
Hector Munoz	Yes		

I. SCHOOL GOVERNMENT COMMITTEE- Vice President Murphy

Items 6 through 15 and Addenda item 18 through 21

The Superintendent recommends:

6. Staff Resignation

To accept the following resignations:

- Melissa Haile-Mariam, Instructional Aide, EVW, effective March 17, 2023.
- Constandina Aristodemou, Instructional Aide, EVW, effective March 15, 2023.
- Marcela Castillo, Instructional Aide, FMG, effective March 14, 2023.
- Alexis Hill, Instructional Aide, EVW, effective March 31, 2023.
- Danielle Tobin, Board Certified Behavior Analyst, District, effective May 19, 2023.

7. Leave of Absence

To approve the following intermittent leave of absence:

Name	Leave Request	Dates	Rate
Carolina Ramirez Aragon	FMLA/NJFLA Intermittent	3/15/2023 – 6/30/2023	Unpaid

8. Medical Leave of Absence Request

To approve the following medical leave of absence request:

ID	Leave Request	Dates	Rate
2379	Medical FMLA	3/27/2023 – 6/30/2023	Full Salary; accumulated sick days.

9. Co-Curricular/ Club Advisors

To approve the following co-curricular/club advisor appointments at FMG:

Name	Position	Rate	Dates
Ashley Bauers	Producer – Fall	\$2,053.75	9/8/2022 – 6/30/2023

Account Number: 11-401-100-100-45-06

10. Grants

- To approve the submission and acceptance of the New Jersey State Bar Foundation Peer Mediation Mini-Grant application and award for James Caldwell Elementary School in the amount of \$500 for the 2022-2023 school year.
- To approve the submission and acceptance of the Grant for PLTW (Project Lead the Way)-Phillips 66 Grant. The grant will pay for all or part of the cost of running a new PLTW course for Florence M. Gaudineer Middle School. The amount awarded is up to \$10,000 for the 2023-2024 school year.

11. Additional Teachers and Classes 22-23

To approve the following teacher to teach an additional class for the 2022-2023 school year:

First Name	Last Name	Location	Department	Section/ Period	Amount	Account	Effective Date
Laure	D'Angelo	FMG	French	5 periods	\$3,622.96	11-130-100-101-28-06	3/27/23-6/30/23

12. Education Programs

To approve the following education program for the 2022-2023 school year:

Bedside Instruction			
0702	LearnWell	03/14/2023 @ 4 weeks through 4/7/23	\$1,220.00
1402	Actual Solutions	02/11/23 @ 7 weeks through 04/01/23	\$4,900.00

13. Harassment/ Intimidation/ Bullying Incidents

To affirm the following harassment/ intimidation/bullying incidents:

- a. 090-2223-05
- b. 060-2223-15
- c. 060-2223-16

14. Professional Services

To approve the following professional services contracts:

Vendor	Services	Rate	Term
Morris Psychological Group	Evaluations	\$4,000 per evaluation	22-23SY

Account Number: 11-000-219-300-70-11

15. District Calendar 2022-2023

To approve the revision of the Springfield Public School District calendars.

- a. 2022-2023 District Calendar (Attachment C)
- b. 2023-2024 District Calendar (Attachment D)

ADDENDA**J. SCHOOL GOVERNMENT COMMITTEE****18. Staff Retirement**

To approve the following staff retirements:

- a. Christine Heron, Teacher, JDHS, effective July 1, 2023.

19. Staff Appointment Rescission

To approve the following rescission of staff appointment:

- a. Kimberly Shelus, Assistant Girls Spring Track Coach

20. Athletic Coaches 2022-2023

To approve the following athletic coaches for the 2022-2023 school year:

Assistant Girls Spring Track Coach	Samantha Sommo	\$6,261
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Account Number: 11-402-100-100-46-14

21. Leave of Absence

To approve the following maternity leave of absence request and revision:.

Name	Leave Request	From	To	Rate
Taylor Summers	Maternity	12/1/2022 – 5/31/2023*	12/1/2022 – 11/29/2023*	Unpaid

**Employee shall not receive benefits during this time.*

Approval of School Government Items 6 through 15 and Addenda items 18 through 21

Motion to Approve: Vice President Murphy

Seconded: Mr. Miller

Roll Call

Vice President Meredith Murphy	Yes	Kristy Rubin	Yes
Jerry Fernandez	Yes	Hilary Turnbull	Yes
Laura Gamarekian	Yes	Yelena Zolotarsky	Yes
Marc Miller	Yes	President Paula Saha	Yes
Hector Munoz	Yes		

J. POLICY COMMITTEE- Mr. Miller

Items 16 and 17

The Superintendent recommends:

16. District Policies – 2nd Reading & Adoption

To approve the following district policies and regulations for Second Reading and Adoption:

- a. P 2467 – Surrogate Parents and Resource Family Parents
- b. P 4161 – Examination for Cause
- c. P 5116 – Education of Homeless Children
- d. P 7410 – Maintenance and Repair (M)
- e. R 7410.01 – Facilities Maintenance, Repair Scheduling, and Accounting (M) (*NEW*)
- f. P 7432 – Eye Protection
- g. R 7432– Eye Protection (M)
- h. P 7450 – Property Inventory (M)
- i. P 7540 – Joint Use of Facilities
- j. P 8320 – Personnel Records (M)
- k. R 8320 – Personnel Records (M)
- l. P 8540 – School Nutrition Programs
- m. P 8550 – Meal Charges/Outstanding Food Service Bill (M)
- n. P 8561 – Procurement Procedures for School Nutrition Programs

17. District Policies – First Reading

To approve the following district policies and regulations for First Reading:

- a. P 8660 – Transportation by Private Vehicles
- b. P 5514 – Student Use of Vehicles on School Grounds
- c. P 2421- Career and Vocational- Technical Education (New)

Approval of Policy Items 16 and 17

Moved: Mr. Miller

Seconded: Vice President Murphy

- Mr. Miller commented on the policies and provided an overview of P5514.

Roll Call

Vice President Meredith Murphy	Yes	Kristy Rubin	Yes
Jerry Fernandez	Yes	Hilary Turnbull	Yes
Laura Gamarekian	Yes	Yelena Zolotarsky	Yes
Marc Miller	Yes	President Paula Saha	Yes
Hector Munoz	Yes		

K. OPEN PUBLIC SESSION

None

L. NEW BUSINESS

- President Saha and Mrs. Turnbull commented on the FMG Fundraisers and FMG End of year Celebration.
- Mrs. Turnbull noted that participation is needed for the end of year celebration.

M. OLD BUSINESS

N. ADJOURNMENT

Moved: Mr. Miller

Seconded: Vice President Murphy

Time: 7:57 P.M.

Voice Vote: AYE- 9 NAY-0

Upcoming Meeting

1. Regular Meeting/Public Hearing on the Tentative Budget – April 24, 2023 at 7:00 PM in the JDHS IMC

ATTACHMENT A

EXTRACT from the minutes of a regular meeting of The Board of Education of the Township of Springfield in the County of Union, New Jersey held at the _____, Springfield, New Jersey on March 27, 2023, at _____ p.m.

PRESENT:

ABSENT:

_____ introduced and moved the adoption of the following resolution and _____ seconded the motion:

**RESOLUTION DETERMINING THE FORM AND OTHER
DETAILS OF \$32,872,000 AGGREGATE PRINCIPAL
AMOUNT OF SCHOOL BONDS, SERIES 2023 OF THE
BOARD OF EDUCATION OF THE TOWNSHIP OF
SPRINGFIELD IN THE COUNTY OF UNION, NEW JERSEY,
PROVIDING FOR THEIR SALE AND DETERMINING OTHER
MATTERS IN CONNECTION THEREWITH**

BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE TOWNSHIP OF SPRINGFIELD IN THE COUNTY OF UNION, NEW JERSEY AS FOLLOWS:

SECTION 1. The \$32,872,000 School Bonds, Series 2023 of The Board of Education of the Township of Springfield in the County of Union, New Jersey (the "Board" when referring to the governing body and the "School District" when referring to the territorial boundaries governed by the Board) authorized by virtue of proposals adopted by the Board on January 30, 2023, and approved by the affirmative vote of a majority of the legal voters present and voting at a special School District election held on March 14, 2023 pursuant to N.J.S.A. 18A:24-1 et seq., as amended and supplemented, shall be issued as School Bonds (the "Bonds"). The Bonds shall mature in the principal amounts on May 1 in each of the years as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2025	\$1,817,000	2035	\$1,720,000
2026	1,195,000	2036	1,800,000
2027	1,230,000	2037	1,875,000
2028	1,285,000	2038	1,950,000
2029	1,340,000	2039	2,025,000
2030	1,395,000	2040	2,120,000
2031	1,460,000	2041	2,210,000
2032	1,520,000	2042	2,305,000
2033	1,585,000	2043	2,390,000
2034	1,650,000		

The Bonds shall be subject to optional redemption prior to maturity as set forth therein. The Bonds shall be nineteen (19) in number, with one certificate being issued for each year of

maturity and shall be numbered SCH-1 to SCH-19 inclusive. The Bonds are entitled to the benefits of the New Jersey School Bond Reserve Act, 1980 N.J. Laws c. 72, as amended and supplemented.

SECTION 2. The Bonds will be issued in fully registered book-entry only form, without certificates. One certificate shall be issued for the aggregate principal amount of Bonds maturing in each year. Both principal of and interest on the Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of and held by Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds (the "Securities Depository"). The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of individual purchasers of such beneficial interests. Individual purchases of the beneficial interests in the Bonds may be made in the principal amount of \$1,000 each or any integral multiple thereof with a minimum purchase of \$5,000 required, through book entries made on the books and the records of DTC and its participants.

Individual purchasers of the Bonds will not receive certificates representing their beneficial ownership interest in the Bonds, but each book-entry Bond owner will receive a credit balance on the books of its nominee, and this credit balance will be confirmed by an initial transaction statement stating the details of the Bonds purchased.

The Bonds will be dated their date of delivery and will bear interest from such date, which interest shall be payable, commencing May 1, 2024 and semiannually thereafter on the first day of May and November in each year until maturity or prior redemption, at a rate or rates per annum, expressed in a multiple of one-eighth (1/8) or one-twentieth (1/20) of one per centum (1%), as proposed by the successful bidder in accordance with the Notice of Sale authorized and defined herein. The principal of and interest on the Bonds will be paid to the Securities Depository by the Board on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates to the participants of DTC as of each next preceding April 15 and October 15 (the "Record Dates" for the Bonds). The Bonds shall be executed by the manual or facsimile signature of the Board President under the official seal (or facsimile thereof) affixed, imprinted, engraved or reproduced thereon and attested by the manual signature of the Business Administrator/Board Secretary. The following matters are hereby determined with respect to the Bonds:

Date of Bonds:	Date of Delivery
Principal Payment Dates:	May 1, 2025 and each May 1 thereafter until maturity or prior redemption
Interest Payment Dates:	Semiannually on each May 1 and November 1 of each year beginning May 1, 2024 until maturity or prior redemption

Place of Payment:

Cede & Co., New York, New York

SECTION 3. The Bonds shall be substantially in the form set forth in Exhibit A attached hereto, with such additions, deletions and omissions as may be necessary for the Board to market the Bonds in accordance with the requirements of DTC.

SECTION 4. The Notice of Sale (the "Notice of Sale") and the Official Form of Proposal for Bonds shall be substantially in the form set forth in Exhibit B with such additions, deletions and omissions as may be necessary for the Board to market the Bonds in accordance with the requirements of DTC.

SECTION 5. The Bonds shall be sold upon receipt of electronic bids on April 20, 2023 at 11:00 a.m. by the Business Administrator/Board Secretary of the Board on i-Deal's Bidcomp®/PARITY® electronic competitive bidding system ("PARITY") in accordance with the Notice of Sale authorized herein. The use of the services provided by PARITY and the fees associated therewith are hereby approved. The Business Administrator/Board Secretary or Wilentz, Goldman & Spitzer, P.A., Bond Counsel ("Bond Counsel") is hereby authorized and directed to arrange for the publication of the Notice of Sale, such publication to be not less than seven (7) days prior to the date of sale, in summary form in The Bond Buyer, a nationally recognized local government bond marketing publication devoted to financial news and municipal bonds, and the full text of such Notice of Sale in the Star-Ledger. The Board hereby delegates to and designates the Business Administrator/Board Secretary as the officer authorized to sell and to award the Bonds in accordance with the Notice of Sale authorized herein, and the Business Administrator/Board Secretary shall report in writing the results of the sale to this Board as required by law. **Furthermore, the Board hereby delegates to the Business Administrator/Board Secretary the authority to postpone and reschedule the sale of the Bonds, upon consultation with Bond Counsel, without readvertisement in accordance with the Notice of Sale authorized herein and to adjust the maturity schedule of the Bonds up to twenty-four (24) hours prior to the date of sale indicated herein and/or within twenty-four (24) hours after the award, which adjustment shall not exceed ten percent (10%) of the principal amount of any maturity or in the aggregate, the overall issue.**

The Board President, the Business Administrator/Board Secretary, Bond Counsel, the Municipal Advisor, Phoenix Advisors, LLC (the "Municipal Advisor"), the Board Auditor and the Board Attorney, are each hereby further authorized and directed to do and accomplish all matters and things necessary or desirable to effectuate the offering and sale of the Bonds.

SECTION 6. The Bonds shall have affixed thereto a copy of the written opinion with respect to the Bonds that is to be rendered by Bond Counsel to the Board.

SECTION 7. The Official Statement to be distributed in preliminary form on or about April 13, 2023 (the "Preliminary Official Statement"), prepared in connection with the offering and sale of the Bonds, is hereby "deemed final" for the purposes of Rule 15c2-12, as amended and supplemented (the "Rule") promulgated by the Securities and Exchange Commission pursuant to the provisions of the Securities and Exchange Act of 1934, as amended and supplemented, with the exception of certain information permitted

to be omitted thereby and is hereby approved and authorized for the information of purchasers of the Bonds, with such changes and corrections not inconsistent with the substance thereof, including those required to reflect the effect of the sale of the Bonds, as are deemed necessary and advisable by the Business Administrator/Board Secretary in consultation with Bond Counsel.

SECTION 8. Bond Counsel is hereby authorized and directed to arrange for the printing of the Preliminary Official Statement and the Official Statement. Bond Counsel is hereby authorized and directed to arrange for the distribution of the Preliminary Official Statement on behalf of the Board to those financial institutions that customarily submit bids for such Bonds. The Board President or the Business Administrator/Board Secretary is hereby authorized and directed to deliver the Official Statement to the purchaser of the Bonds for its use in connection with the sale, resale and distribution of the Bonds, where and if applicable. Bond Counsel is hereby authorized and directed to prepare the Preliminary Official Statement and the Official Statement as necessary in connection with the issuance of the Bonds, and the Board President or the Business Administrator/Board Secretary is hereby authorized and directed to execute the Official Statement and any certificates necessary in connection with the distribution of the Official Statement. Bond Counsel is hereby further authorized and directed to arrange for the printing of the Bonds.

SECTION 9. 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 Bonds, including, if necessary, the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Bonds.

SECTION 10. The Business Administrator/Board Secretary, Bond Counsel, the Municipal Advisor and the Board Attorney are hereby authorized and directed to make representations and warranties, to enter into agreements and to make all arrangements with DTC, as may be necessary in order to provide that the Bonds will be eligible for deposit with DTC and to satisfy any obligation undertaken in connection therewith.

SECTION 11. The Board reasonably expects to reimburse itself from the proceeds of the Bonds for certain costs of the school project paid prior to the issuance of the Bonds. No funds from sources other than the Bonds have been or are reasonably expected to be reserved, allocated on a long-term basis or have otherwise been set aside by the Board, or any member of the same "Controlled Group" as the Board, within the meaning of Treasury Regulation Section 1.150-1(e), pursuant to their budget or financial policies with respect to any expenditures to be reimbursed. This Section 11 is intended to be and hereby is a declaration of the Board's official intent to reimburse any expenditures toward certain costs of the school project, as described above, to be incurred and paid prior to the issuance of the Bonds in accordance with Treasury Regulation Section 1.150-2, and no further action (or inaction) will be an abusive arbitrage device in accordance with Treasury Regulation Section 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements under Section 148 of the Code. The proceeds of the Bonds used to reimburse the Board for any expenditures toward certain costs of the school project to be financed by the Bonds will not be used directly or indirectly (i) to "refund" an issue of governmental obligations within the meaning of Treasury Regulation Section 1.150-1(d), (ii) to create or increase the balance in "replacement proceeds", within the meaning of Treasury

Regulation Section 1.148-1 of the Bonds, or any other Bond issue, with respect to any obligation of the Board or to replace funds or (iii) to reimburse the Board for any expenditure or payment that was originally paid with the proceeds of any obligation of the Board (other than borrowing by the Board from one of its own funds or the funds of a member of the same "Controlled Group" within the meaning of Treasury Regulation Section 1.150-1(e)). The Bonds used to reimburse the Board for any expenditures toward certain costs of the school project, as described above, will be issued in an amount not to exceed \$32,872,000. The costs to be reimbursed with the proceeds of the Bonds will be "capital expenditures" in accordance with the meaning of section 150 of the Code and Treasury Regulation Section 1.150-1. This section shall take effect immediately, but will be of no effect with regard to expenditures for costs paid outside the permitted reimbursement period set forth in Treasury Regulation Section 1.150-2(d)(2).

SECTION 12. In the event that DTC may determine to discontinue providing its service with respect to the Bonds or is removed by the Board and if no successor securities depository is appointed, the Bonds which were previously issued in book-entry only form shall be converted to registered Bonds (the "Registered Bonds") in denominations of \$1,000, or any integral multiple thereof with a minimum purchase of \$5,000 required. The beneficial owner under the book-entry system, upon registration of the Bonds held in the beneficial owner's name, will become the registered owner of the Registered Bonds. The Board shall be obligated to provide for the execution and delivery of the Registered Bonds in certified form.

SECTION 13. The Board hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate (the "Certificate") which will set forth the obligation of the Board to file budgetary, financial and operating data and notices of certain enumerated events deemed material in accordance with the provisions of the Rule. The Business Administrator/Board Secretary is hereby authorized and directed to execute and deliver the Certificate evidencing the Board's undertaking with respect to the Rule. Notwithstanding the foregoing, failure of the Board to comply with the Certificate shall not be considered a default on the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance to cause the Board to comply with its obligations hereunder.

SECTION 14. The Board President and the Business Administrator/Board Secretary are each hereby authorized and directed to determine all matters in connection with the issuance of the Bonds by the Board not determined by this or a subsequent resolution, all in consultation with Bond Counsel and the manual or facsimile signature of the Board President or the Business Administrator/Board Secretary upon any documents shall be conclusive as to all such determinations. The Board President and the Business Administrator/Board Secretary and any other Board representative, including but not limited to, Bond Counsel and the Board Attorney, are each hereby authorized and directed to take such actions or refrain from such actions as are necessary to consummate the transaction contemplated by the issuance of the Bonds by the Board and any and all such actions or inactions heretofore taken by the Board President and the Business Administrator/Board Secretary and any other Board representative, including, but not limited to Bond Counsel and the Board Attorney, are hereby ratified and confirmed. Wherever herein the Board President is authorized and directed to act or execute and

deliver documents, including the Bonds, the Board Vice President is hereby authorized and directed to do same in the Board President's place.

SECTION 15. After a process seeking proposals, the Business Administrator/Board Secretary, in consultation with the Municipal Advisor is hereby authorized to appoint an investment agent to invest the proceeds of the Bonds and provide arbitrage/rebate services.

SECTION 16. The Bonds will not be designated as "qualified tax-exempt obligations" for purposes of section 265(b)(3)(B)(ii) of the Code.

SECTION 17. This resolution shall take effect immediately.

The foregoing resolution was adopted by the following vote on March 27, 2023.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

EXHIBIT A

Payment of this obligation is secured under the provisions of the "New Jersey School Bond Reserve Act" in accordance with which an amount equal to 1% of the aggregate outstanding bonded indebtedness (but not to exceed the moneys available in the fund), of New Jersey counties, municipalities and school districts for school purposes as of September 15 of each year, is held within the State Fund for the Support of Free Public Schools as a school bond reserve pledged by law to secure payments of principal and interest due on such bonds in the event of the inability of the issuer to make payment.

REGISTERED
NUMBER SCH-_____

PRINCIPAL SUM
\$_____

UNITED STATES OF AMERICA
STATE OF NEW JERSEY
THE BOARD OF EDUCATION OF THE
TOWNSHIP OF SPRINGFIELD
IN THE COUNTY OF UNION, NEW JERSEY
SCHOOL BOND, SERIES 2023

<u>DATE OF ORIGINAL ISSUE</u>	<u>MATURITY DATE</u>	<u>RATE OF INTEREST PER ANNUM</u>	<u>CUSIP NUMBER</u>
May 9, 2023	May 1, _____	_____%	851534____

THE BOARD OF EDUCATION OF THE TOWNSHIP OF SPRINGFIELD IN THE COUNTY OF UNION, NEW JERSEY (the "Board" when referring to the governing body and the "School District" when referring to the territorial boundaries governed by the Board) hereby acknowledges itself to be indebted and for value received promises to pay to CEDE & CO., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository (the "Securities Depository"), on the MATURITY DATE specified above, the PRINCIPAL SUM specified above, and to pay interest on such sum from the DATE OF ORIGINAL ISSUE of this Bond until it matures, at the RATE OF INTEREST PER ANNUM specified above semiannually on the first day of May and November in each year until maturity or prior redemption, commencing on May 1, 2024. Principal of and interest on this Bond will be paid to the Securities Depository by the Board and will be credited to the participants of DTC, as listed on the records of DTC, as of each April 15 and October 15 next preceding the date of such payments (the "Record Dates" for such payments).

This Bond is not transferable as to principal or interest except to an authorized nominee of DTC. DTC shall be responsible for maintaining the book-entry system for recording the interests of its participants or the transfers of the interests among its

participants. The participants are responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of individual purchasers.

The Bonds of this issue maturing prior to May 1, 2031 are not subject to redemption prior to their stated maturities. The Bonds of this issue maturing on or after May 1, 2031 are subject to redemption at the option of the Board in whole or in part on any date on or after May 1, 2030 upon notice as required herein, at one hundred percent (100%) of the principal amount to be redeemed (the "Redemption Price"), together with interest accrued to the date of redemption.

This Bond is one of an authorized issue of Bonds and is issued pursuant to: (i) N.J.S.A. 18A:24-1 et seq., as amended and supplemented; (ii) proposals adopted by the Board on January 30, 2023 and approved by the affirmative vote of a majority of the legal voters present and voting at a special School District election held on March 14, 2023; and (iii) a resolution adopted by the Board on March 27, 2023, which sets forth the terms of the offering and sale of the Bonds (the "Authorization Proceedings"). The full faith and credit of the School District are hereby irrevocably pledged for the punctual payment of the principal of and the interest on this Bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or the statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed and that the issue of Bonds of which this is one, together with all other indebtedness of the School District, is within every debt and other limit prescribed by such Constitution or statutes.

IN WITNESS WHEREOF, THE BOARD OF EDUCATION OF THE TOWNSHIP OF SPRINGFIELD IN THE COUNTY OF UNION, NEW JERSEY has caused this Bond to be executed in its name by the manual or facsimile signature of its President, its corporate seal to be hereunto imprinted or affixed, this Bond and the seal to be attested by the manual signature of its Business Administrator/Board Secretary, and this Bond to be dated the DATE OF ORIGINAL ISSUE as specified above.

**THE BOARD OF EDUCATION OF THE
TOWNSHIP OF SPRINGFIELD IN THE
COUNTY OF UNION, NEW JERSEY**

(SEAL)

By: [FORM, DO NOT SIGN]
PAULA SAHA,
President

ATTEST:

By: [FORM, DO NOT SIGN]
MICHELLE CALAS,
Business Administrator/Board Secretary

EXHIBIT B

NOTICE OF SALE \$32,872,000 SCHOOL BONDS, SERIES 2023 OF THE BOARD OF EDUCATION OF THE TOWNSHIP OF SPRINGFIELD IN THE COUNTY OF UNION, NEW JERSEY

Book-Entry Only Bonds Callable

SUMMARY

ISSUER:	The Board of Education of the Township of Springfield in the County of Union, New Jersey (the "Board")
PAR AMOUNT:	\$32,872,000
SECURITY:	General Obligations of the Board; the New Jersey School Bond Reserve Act, <u>N.J.S.A. 18A:56-17 et seq.</u>
TAX EXEMPT:	Yes
RATINGS:	S&P Global Ratings – expected
INSURANCE:	The Winning Bidder of the Bonds may, at its sole option and expense, purchase a policy of municipal bond insurance.
TYPE OF SALE:	Electronic bids via the Parity Electronic Bid Submission System ("PARITY")
AUCTION AGENT:	PARITY
BID/AWARD DATE:	April 20, 2023 until 11:00 a.m. Eastern Daylight Saving Time. Award by 2:00 p.m.
DATED DATE:	Date of Delivery
DELIVERY DATE:	On or about May 9, 2023
INTEREST PAYMENT DATES:	Semiannually on each May 1 and November 1 of each year beginning May 1, 2024 until maturity or prior redemption
BID:	Minimum - \$32,872,000 (Par); Maximum - \$32,873,000
BID SECURITY:	<u>Good Faith Check in the form of a certified, cashier's or treasurer's check or a wire transfer in the amount of \$657,440 received by the Board no later than 11:00 a.m. on April 20, 2023</u>
BASIS OF AWARD:	Net Interest Cost - Ascending Coupons Required in multiples of 1/8 or 1/20 of 1%
OFFERING STATEMENT:	Preliminary Official Statement available at www.MuniHub.com

NOTICE

NOTICE IS HEREBY GIVEN that bids will be received by The Board of Education of the Township of Springfield in the County of Union, New Jersey (the "Board") for the purchase of the Board's \$32,872,000 aggregate principal amount of School Bonds, Series 2023 (the "Bonds"). **All Bids (as defined below) must be submitted in their entirety on i-Deal's PARITY website ("PARITY") prior to 11:00 a.m., Eastern Daylight Saving Time on April 20, 2023. To bid via PARITY, Bidders (as defined below) must have submitted a good faith check in the form of a certified, cashier's or treasurer's check or a wire transfer payable to the Board in the amount of \$657,440 no later than 11:00 a.m. on April 20, 2023 (see Bidding Details below).**

Preliminary and Final Official Statement

The Board's Preliminary Official Statement dated on or about April 13, 2023 (the "POS"), is available for viewing in electronic format on www.MuniHub.com. In addition, broker dealers registered with the National Association of Securities Dealers (the "NASD") and dealer banks with The Depository Trust Company, New York, New York, ("DTC") clearing arrangements may either: (a) print out a copy of the POS on their own printer, or (b) at any time prior to April 20, 2023, elect to receive a photocopy of the POS in the mail by requesting it on PARITY or by calling the Board's Bond Counsel, Wilentz, Goldman & Spitzer, P.A. ("Bond Counsel"), 90 Woodbridge Center Drive, Woodbridge, New Jersey 07095. Calls should be directed to Charles Anthony Solimine, Esq. at (732) 855-6430. All Bidders must review the POS and certify that they have done so prior to participating in the bidding.

The POS is deemed by the Board to be final as of its date, for purposes of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented, except for the omission of information concerning the offering price(s), interest rate(s), selling compensation, aggregate principal amount of the Bonds and any other terms or provisions to be determined from the successful Bid(s) or depending on such matters, and the identity of the underwriter(s). The POS is, however, subject to such further revisions, amendments and completion in a Final Official Statement (the "Final Official Statement") as may be necessary.

The Board at its expense, will make available to the Winning Bidder a reasonable number of Final Official Statements, within seven (7) business days following the date of acceptance of the Bid.

Types of Bids Allowed

Subject to the Bid requirements described below, Bids for the Bonds must be submitted on an "All-or-None" ("AON") basis for the entire amount of bonds offered for sale. First, a Bidder must submit a conforming Bid for the entire issue, and if such Bid is accepted by the Board, the Bidder will be required to purchase the entire issue in accordance with such Bid.

Insurance

If the Bonds qualify for the issuance of any policy of municipal bond insurance, the Bidder of the Bonds may, at its sole option and expense, purchase such insurance. The insurance premium, if any, will be paid by the Bidder. Any failure of the Bonds to be so insured shall not in any way relieve the Winning Bidder of its contractual obligations arising from the acceptance of its proposal for the purchase of the Bonds.

Interest Payment Dates; Description of the Bonds

The Bonds will be dated their date of delivery and will bear interest from such date payable semiannually on each May 1 and November 1, commencing on May 1, 2024 (the "Interest Payment Date"), in each year until maturity or prior redemption, by payment of money to DTC or its authorized nominee. DTC will credit payments of principal of and interest on the Bonds to the Participants of DTC as listed on the records of DTC as of each April 15 and October 15 preceding an Interest Payment Date for the Bonds (the "Record Dates").

Principal Amortization

The Bonds will consist of serial bonds maturing on May 1, commencing in 2025, as indicated on the maturity schedule set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2025	\$1,817,000	2035	\$1,720,000
2026	1,195,000	2036	1,800,000
2027	1,230,000	2037	1,875,000
2028	1,285,000	2038	1,950,000
2029	1,340,000	2039	2,025,000
2030	1,395,000	2040	2,120,000
2031	1,460,000	2041	2,210,000
2032	1,520,000	2042	2,305,000
2033	1,585,000	2043	2,390,000
2034	1,650,000		

Book-Entry Only

The Bonds will be issued in book-entry form only, and each certificate will be registered in the name of and held by Cede & Co., as nominee of the DTC, which will act as securities depository for the Bonds. The Bonds will be issued in the form of one certificate for the aggregate principal amount of the Bonds maturing in each year and will be payable as to both principal and interest in lawful money of the United States of America. The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its Participants or the transfers of the interests among its Participants. The Participants will be responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of the individual purchasers. The Winning Bidder will not receive certificates representing its interests in the Bonds. Individual purchases will be in the principal amount of \$1,000 or any integral multiple thereof, with a minimum purchase of \$5,000 required, through book entries made on the books and records of DTC and its Participants. Payments of principal and interest will be made by the paying agent to DTC for subsequent disbursement to Participants to then be remitted to the Beneficial Owners of the Bonds.

The Bonds shall be entitled to the benefits of the New Jersey School Bond Reserve Act, 1980 Laws c.72, as amended and supplemented.

Redemption Provisions

The Bonds of this issue maturing prior to May 1, 2031 are not subject to redemption prior to their stated maturities. The Bonds of this issue maturing on or after May 1, 2031 are subject to redemption at the option of the Board in whole or in part on any date on or after May 1, 2030 upon notice as required herein, at one hundred percent (100%) of the principal amount to be redeemed (the "Redemption Price"), together with interest accrued to the date of redemption.

Notice of Redemption ("Notice of Redemption") shall be given by mailing at least thirty (30) days but not more than sixty (60) days before the date fixed for redemption by first class mail in a sealed envelope with postage prepaid to the registered owners of such Bonds at their respective addresses as they last appear on the registration books kept for that purpose by the Board or a duly appointed Bond Registrar. So long as DTC (or any successor thereto) acts as Securities Depository for the Bonds, Notice of Redemption shall be sent to such Securities Depository and shall not be sent to the beneficial owners of the Bonds. Any failure of the Securities Depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any Notice of Redemption shall not affect the validity of the redemption proceedings. If the Board determines to redeem a portion of the Bonds prior to maturity, such Bonds to be redeemed shall be selected by the Board; the Bonds to be redeemed having the same maturity shall be selected by the Securities Depository in accordance with its regulations.

If Notice of Redemption has been given as provided herein, the Bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price, together with accrued interest to the date fixed for redemption. Interest shall cease to accrue on the Bonds after the date fixed for redemption.

Term Bond Option

Bidders may not elect to structure the issue to include term bonds.

Terms of PARITY

Each electronic bid must be submitted via PARITY. No bidder will see any other bidder's bid, nor will any bidder see the status of its bid relative to other bids (e.g., whether its bid is a leading bid). To the extent any instructions or directions set forth on PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may contact the Board's Municipal Advisor, Robbi S. Acampora of Phoenix Advisors, LLC, at (609) 291-0130 or PARITY at (212) 849-5021. The Board may, but is not obligated to, acknowledge its acceptance in writing of any bid submitted electronically via PARITY. When a bid for the Bonds is submitted via PARITY, the bidder further agrees that: the Board may regard the electronic transmission of the bid via PARITY (including information about the purchase price of the Bonds, the interest rate or rates to be borne by the various maturities of the Bonds, the initial public offering price of each maturity of the Bonds and any other information included in such transmission) as the official "Bid for Bonds" executed by a duly authorized signatory of the bidder. If the bid submitted electronically via PARITY is accepted by the Board, the terms of the bid and this Notice of Sale and the information that is electronically transmitted via PARITY shall form a contract, and the successful bidder shall be bound by the terms of such contract.

PARITY is not an agent of the Board, and the Board shall have no liability whatsoever based on any bidder's use of PARITY, including but not limited to any failure by PARITY to

correctly or timely transmit information provided by the Board or information provided by the bidder.

The Board may choose to discontinue use of electronic bidding via PARITY by issuing a notification to such effect via Thomson News Service ("TM3"), or by other available means, no later than 3:00 p.m., Eastern Daylight Saving Time, on the last business date prior to the bid date.

Once the bids are communicated electronically via PARITY to the Board, each bid will constitute an official "Bid for Bonds" and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice of Sale. For purposes of submitting all "Bids for Bonds" electronically via PARITY, the time as maintained on PARITY shall constitute the official time.

Each bidder shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the Board nor PARITY shall have any duty or obligation to provide or assure to any bidder, and neither the Board nor PARITY shall be responsible for the proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY. The Board is using PARITY as a communication mechanism, and not as the Board's agent, to conduct the electronic bidding for the Bonds. By using PARITY, each bidder agrees to hold the Board harmless for any harm or damages caused to such bidder in connection with its use of PARITY for bidding on the Bonds.

The Board may, in its sole discretion and prior to the electronic receipt of bids, clarify any term hereof, including, without limitation, its decision to discontinue use of electronic bidding via PARITY, by issuing a notification of the clarification via TM3, or any other available means, no later than 11:00 a.m. (Eastern Daylight Saving Time) on the Bid Date.

Bidding Details

Bidders should be aware of the following bidding details associated with the sale of the Bonds:

- (1) **BIDDERS MUST SUBMIT A GOOD FAITH CHECK IN THE FORM OF A CERTIFIED, CASHIER'S OR TREASURER'S CHECK OR A WIRE TRANSFER IN THE AMOUNT OF \$657,440 PAYABLE TO THE BOARD NO LATER THAN 11:00 A.M. ON APRIL 20, 2023. A CERTIFIED, CASHIER'S OR TREASURER'S CHECK SHOULD BE SENT TO THE FOLLOWING ADDRESS:**

**Attn: Michelle Calas
Business Administrator/Board Secretary
The Board of Education of the
Township of Springfield
139 Mountain Avenue
Springfield, New Jersey 07081**

BIDDERS SHOULD ALSO ENCLOSE A RETURN ENVELOPE FOR USE BY THE BOARD.

- (2) All Bids must be submitted via PARITY. **No telephone, telefax, telegraph or personal delivery Bids will be accepted.**

- (3) All Bids for the Bonds must be submitted on an AON basis.
- (4) Bidders may bid to purchase the Bonds from the Board with a premium not to exceed \$1,000. No Bid shall be considered that offers to pay an amount less than the total principal amount of Bonds offered for sale or under which the total loan is made at an interest cost higher than the lowest Net Interest Cost to the Board under any legally acceptable Bid.
- (5) Bidders must specify a rate of interest for each maturity of the Bonds which rate of interest must be expressed in multiples of one-eighth (1/8) or one-twentieth (1/20) of one percent (1%). If more than one rate of interest is named, no interest rate named for any maturity may be less than the interest rate named for any prior maturity and not more than one rate of interest may be named for the Bonds of the same maturity. There is no limitation on the number of rates of interest that may be named. The difference between the highest and lowest rates of interest named shall not exceed three percent (3%).
- (6) Bidders are only permitted to submit Bids for the Bonds during the bidding period.
- (7) The Winning Bidder shall be obligated to furnish to the Board within forty-eight (48) hours prior to the date of delivery of the Bonds a certificate satisfactory to Bond Counsel to the Board, the form of which is attached hereto as Exhibit A, to the effect that: (i) each maturity of the Bonds has been the subject of a bona fide initial offering to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at the initial public offering price set forth in such certificate; (ii) ten percent (10%) or more in par amount of the Bonds of each maturity were sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at the initial public offering price for such maturity set forth in such certificate; and (iii) at the time the Winning Bidder submitted its bid to the Board, based upon then prevailing market conditions, the Winning Bidder had no reason to believe that any maturity of the Bonds would be sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at a price greater than the initial public offering price for that maturity, or that the fair market of any maturity of the Bonds would be in excess of the initial public offering price for that maturity. In the event the Board receives fewer than three (3) bids for the Bonds, then the issue price of the Bonds shall be established based on the first price at which at least 10% of each maturity of the Bonds was sold to the Public (as defined below). The Winning Bidder shall be required to deliver on the Delivery Date a certificate to such effect, and provide to the Board, in writing, evidence satisfactory to Bond Counsel to the Board of such sales prices for each maturity of the Bonds. In the event that the Winning Bidder has not sold at least 10% of each maturity of the Bonds to the Public as of the Delivery Date (each, an "Unsold Maturity"), the Winning Bidder shall (i) provide to the Board, in writing, on the Delivery Date, the expected offering prices for each Unsold Maturity and a certificate regarding same and (ii) have a continuing obligation to provide to the Board, in writing, evidence satisfactory to Bond Counsel to the Board of the first price at which at least 10% of each Unsold Maturity is sold to the Public, contemporaneous with each such sale, until at least 10% of all such Unsold Maturities have been sold to the Public. Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (as defined herein) or a related party to the

Underwriter. The term “related party” generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly. Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public. Such certificate shall state that it is made to the best knowledge, information and belief of the Winning Bidder.

- (8) Additionally, the Winning Bidder shall be obligated to furnish to the Board within forty-eight (48) hours of the Bid Date the public offering prices and reoffering yields for each maturity of each series of Bonds.

Definitions

“Bid”	any confirmed purchase offer received by PARITY on or before the bid submission deadline.
“Bidder”	any firm registered and approved for participation in the sale.
“Net Interest Cost”	computed by adding to the total principal amount of bonds bid for, the total interest cost to maturity in accordance with such bid and by deduction therefrom of the amount of premium, if any. The Net Interest Cost serves as the basis for awarding the Bonds to winning Bidders.
“Winning Bid”	any purchase offer made by a Bidder and received by PARITY which, at the end of the bidding time period, results in the lowest NIC which is acceptable to the Board.

Bid Procedure and Basis of Award

Subject to the right reserved by the Board to reject any or all Bids, the Bonds will be sold to the Bidder whose Bid produces the lowest NIC for the Board and otherwise complies with this Notice of Sale.

Bids must remain valid until at least 2:00 p.m., prevailing time, on the date of the sale, and if accepted by the Board, prior to such time, shall be irrevocable except as otherwise provided in this Notice of Sale. Upon selection of the winning Bidder, the Board will execute an award certificate to award the Bonds and will promptly communicate with the winning Bidder by telephone, e-mail or fax.

Bid Security and Method of Payment for the Bonds

A Good Faith Deposit (“Deposit”) in the form of a certified or cashier’s or treasurer’s check or a wire transfer in the amount of \$657,440, payable to the order of the Board, is required for each bid to be considered. Wire instructions may be obtained by contacting Robbi S. Acampora, of Phoenix Advisors, LLC, Municipal Advisor at (609) 291-0130 or racampora@muniadvisors.com and such wire must be received and confirmed by the Board prior to 11:00 a.m. on April 20, 2023. If a check is used, it must be a certified,

cashier's or treasurer's check and must be provided to the Board no later than 11:00 a.m. on April 20, 2023. Each bidder accepts responsibility for delivering such deposit on time and the Board is not responsible for any deposit that is not received on time. No interest on the Deposit will accrue to the Winning Bidder. The Deposit will be applied to the purchase price of the Bonds. In the event the Winning Bidder fails to honor its accepted bid, the Deposit will be retained by the Board. Award of the Bonds to the successful Bidder or rejection of all Bids is expected to be made within two hours after opening of the bids, but such successful Bidder may not withdraw its proposal until after 2:00 p.m. of the day for receipt of such Bids and then only if such award has not been made prior to the withdrawal. The balance of the purchase price shall be paid in federal funds by wire transfer to the Board on or about May 9, 2023.

Right to Reject Bids; Waive Irregularities

The Board reserves the right to reject any and all Bids and to the extent permitted by law to waive any irregularity or informality in any Bid.

Delivery of the Bonds

The Bonds will be delivered on or about May 9, 2023 (UNLESS A NOTICE OF A CHANGE IN THE DELIVERY DATE IS PUBLISHED ON PARITY NOT LATER THAN 2 HOURS PRIOR TO ANY ANNOUNCED DATE FOR RECEIPT OF BIDS) in Jersey City, New Jersey at DTC against payment of the purchase price therefor (less the amount of the good faith deposit). PAYMENT FOR THE BONDS AT THE TIME OF ORIGINAL ISSUANCE AND DELIVERY SHALL BE BY WIRE TRANSFER OF IMMEDIATELY AVAILABLE FUNDS.

There will also be furnished the usual closing documents, including (1) a certificate, in form and tenor satisfactory to Bond Counsel and dated as of the date of such delivery of the Bonds, to the effect that there is no litigation pending or (to the knowledge of the signer or signers thereof) threatened affecting the validity of the Bonds, (2) certificates in form satisfactory to Bond Counsel evidencing the proper execution and delivery of the Bonds, the receipt of payment therefor and compliance with the requirements of the Code (as defined below) necessary to preserve tax exemption, (3) a certificate signed by the Board relating to the Official Statement, and (4) a Continuing Disclosure Certificate evidencing compliance with the Rule (as defined herein) and the undertaking of the Board with respect thereto.

CUSIP Identification Numbers

CUSIP Identification Numbers will be applied for with respect to the Bonds. The Municipal Advisor shall be responsible for making the application for the assignment of CUSIP Identification Numbers and the CUSIP Service Bureau charge for the assignment of the numbers shall be the responsibility of and shall be paid for by the Winning Bidder of the Bonds. The Board will assume no obligation for the assignment or printing of such numbers on the bond certificates or for the correctness of such numbers, and neither the failure to print such numbers on any bond certificate nor any error with respect thereto shall constitute cause for a failure or refusal by the Winning Bidder thereof to accept delivery of and make payment for the Bonds.

Legal Opinion

The approving opinion of Bond Counsel relating to the Bonds will be furnished without cost to the Winning Bidder, in substantially the form set forth in the Official Statement distributed in preliminary form in connection with the sale of the Bonds. Such opinion will state that the Bonds are valid and legally binding obligations of the Board, that all the taxable property therein will be subject to the levy of *ad valorem* taxes to pay the Bonds and the interest thereon without limitation as to rate or amount and that interest on the Bonds is not includable as gross income under current law if the Board complies with all conditions subsequent contained in the Internal Revenue Code of 1986, as amended (the "Code") and that interest on the Bonds and any gain on the sale thereof is not includable as gross income under the existing New Jersey Gross Income Tax Act.

Postponement

The Board reserves the right to postpone, from time to time, the date and time established for receipt of Bids. **ANY SUCH POSTPONEMENT WILL BE PUBLISHED OR POSTED BEFORE 11:00 A.M. ON THE DAY OF THE SALE.** If any date fixed for the receipt of Bids and the sale of the Bonds is postponed, an alternative sale date will be announced via TM3 at least forty-eight (48) hours prior to such alternative sale date. On any such alternative sale date, any Bidder may submit a Bid for the purchase of the Bonds in conformity in all respects with the provisions of this Notice of Sale, except for the date of sale and except for the changes announced on www.MuniHub.com at the time the sale date and time are announced.

Adjustments

The Board further reserves the right to adjust the maturity schedule of the Bonds up to twenty-four (24) hours prior to the date of sale indicated herein and/or within twenty-four (24) hours after the award, which adjustment shall not exceed ten percent (10%) of the principal amount of any maturity or in the aggregate of the overall issue. **ANY SUCH ADJUSTMENT PRIOR TO THE SALE WILL BE PUBLISHED ON WWW.MUNIHUB.COM.**

Termination

The Winning Bidder at its option may refuse to accept delivery and pay the purchase price of the Bonds if prior to their delivery any change in any income tax law of the United States of America, shall provide that the interest thereon is includable or shall be includable in gross income at a future date for Federal income tax purposes. In such case, the deposit made by such Winning Bidder shall be returned and such bidder will be relieved of its contractual obligations arising from the acceptance of its Winning Bid.

Additional Information

For further information relating to the Bonds, reference is made to the POS prepared for and authorized by the Board. This Notice of Sale and the POS may be viewed on www.MuniHub.com. However, the Board makes no assurance or representation with respect to the form of this Notice of Sale and the POS on www.MuniHub.com, and no investment decision should be made in reliance thereon. Printed copies of the POS and this Notice of Sale may be obtained from Bond Counsel at the address and phone number stated above. Additional information relating to the Board can be obtained by contacting Michelle Calas, Business Administrator/Board Secretary, The Board of Education of the Township of Springfield, 139 Mountain Avenue, Springfield, New Jersey 07081, (973) 376-1025, ext. 1214.

/s/ Michelle Calas

**Michelle Calas,
Business Administrator/Board Secretary
The Board of Education of the Township of
Springfield in the County of Union, New
Jersey**

Dated: April 13, 2023

EXHIBIT A to the School Bonds Notice of Sale

Form of Issue Price Certificate for the Bonds

_____, 2023

The Board of Education of the
Township of Springfield
139 Mountain Avenue
Springfield, New Jersey 07081

Wilentz, Goldman & Spitzer, P.A.
90 Woodbridge Center Drive
Woodbridge, New Jersey 07095

Re: The Board of Education of the Township of Springfield
 in the County of Union, New Jersey
 \$32,872,000 School Bonds, Series 2023 (the "Bonds")

Ladies and Gentlemen:

The undersigned, as a representative of _____, the Underwriter (the "Underwriter") of the \$32,872,000 aggregate principal amount of School Bonds, Series 2023 (the "Bonds") sold on April 20, 2023 (the "Sale Date"), dated and issued on the date hereof, of The Board of Education of the Township of Springfield in the County of Union, New Jersey (the "Issuer" or the "Board"), hereby certifies as follows:

[1. [Alternate 1 - ***Bids Received From at Least 3 Underwriters and Release of 10% Rule.***]

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the undersigned are the prices listed in Exhibit 1 (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the undersigned in formulating its bid to purchase the Bonds.

(b) The undersigned was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the undersigned constituted a firm offer to purchase the Bonds.

(d) Based on the Expected Offering Prices, the aggregate offering prices of the Bonds to the Public is \$_____ (face amount of \$_____, plus original issue premium of \$_____).

[1. [Alternate 2 - ***Competitive Sale Requirements not satisfied - Actual sale of at least 10% of Bonds by closing***] As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public are the respective prices listed in Exhibit 1 (collectively, the "Offering Prices"). Based on the Offering Prices, the aggregate Offering Prices of the Bonds to the Public is \$_____ (face amount of \$_____, plus original issue premium of \$_____).

[1. [Alternate 3 - ***Hold-the-Price language***] As of the Sale Date, the Underwriter offered the Bonds to the Public for purchase at the respective Offering Prices listed in Exhibit 1. The Underwriter agrees that (i) for each Maturity of Bonds it will neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Offering Price listed in Exhibit 1 for such Maturity during the Holding Period for such Maturity (the “Hold-The-Offering-Price Rule”) and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the Hold-The-Offering-Price Rule. Pursuant to such agreement, no Underwriter has offered or sold any Maturity of Bonds at a price that is higher than the respective Offering Price for that Maturity of the Bonds for the Holding Period.]

2. The Yield on the Bonds is not less than ____%.

3. ***Defined Terms.*** In addition to the terms defined above, the following terms used herein shall have the meanings therefor set forth below:

[(a) “Holding Period” means for each Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriter has sold at least 10% of such Maturity of the Bonds to the Public at prices that are no higher than the Offering Price for such Maturity.]

(b) “Maturity” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than fifty percent (50%) common ownership, directly or indirectly.

(d) “Sale Date” means the first day on which there is a binding contract in writing for the sale of a Maturity of Bonds. The Sale Date of the Bonds is April 20, 2023.

(e) “Underwriter” means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(f) “Yield” means the discount rate which, when used in computing the present value of the expected issue payments (principal and interest components, qualified guarantee payments, and the retirement price) to be paid on the Bonds, produces an amount equal to the issue price of the Bonds as of the date hereof.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the undersigned's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to compliance with the federal income tax rules affecting the Bonds, and by bond counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Very truly yours,

By: _____

Name: _____

Title: _____

RESOLUTION

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SCHOOL BUSINESS ADMINISTRATOR OF THE SPRINGFIELD BOARD OF EDUCATION, COUNTY OF UNION, NEW JERSEY TO INVEST FUNDS IN THE NEW JERSEY ASSET & REBATE MANAGEMENT PROGRAM.

BE IT RESOLVED by the Springfield Board of Education as follows:

1. The Springfield Board of Education of the Township of Springfield in the County of Union, New Jersey (the "Board" when referring to the governing body and the "School District" when referring to the territorial boundaries governed by the Board) hereby finds and determines that (a) the School Business Administrator has received and reviewed (i) the Information Statement dated as of January 3, 2005 describing the New Jersey Asset & Rebate Management Program ("NJ/ARM") and (ii) the Amended and Restated Interlocal Services Investment Agreement governing the NJ/ARM Program ("Program Agreement") and (b) the School Business Administrator has been afforded the opportunity to discuss NJ/ARM with the Investment Administrator and Special Counsel to NJ/ARM and the Board has determined that it is in the best interests of the School District to authorize the School District to participate in NJ/ARM.
2. The Program Agreement is hereby approved and the School Business Administrator is authorized to execute the Program Agreement on behalf of the School District.
3. U.S. Bank, N.A., as Custodian for the NJ/ARM Program, is hereby approved to act as a depository of Public Funds for the School District and the School District's Cash Management Plan is hereby amended to provide the same,
4. The Board acknowledges that its decision to authorize the participation in NJ/ARM is based solely on the information set forth in the Information Statement and in the Program Agreement.
5. This resolution shall take effect immediately upon its adoption.

Springfield Public Schools 2022-2023 District Calendar

www.springfieldschools.com
(973) 376-1025

September '22						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
						17/15

October '22						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					19/19

November '22						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17*	18	19
20	21	22	23	24	25	26
27	28	29	30			
*end of marking period						18/17

December '22						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						17/17

January '23						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31*				
*end of marking period						20/20

9/5	Schools Closed- Labor Day
9/6-9/7	Schools Close- Staff Development Days
9/8	First Day of School!
9/26 & 9/27	Schools Closed- Rosh Hashanah
10/5	Schools Closed- Yom Kippur
	School Closed- Columbus Day/ Indigenous
10/10	People's Day
11/8	Schools Closed- Staff Development
11/10 & 11/11	Schools Closed- NJEA Convention
11/21	PK-8 Only: Early Dismissal P/T Conf.
11/22	PK-8 Only: Delayed Opening P/T Conf.
11/23	Early Dismissal- Thanksgiving
11/24 & 11/25	Schools Closed- Thanksgiving
12/23	Early Dismissal- Winter Break
12/26-1/2	Schools Closed- Winter Break
1/16	Schools Closed- Martin Luther King, Jr. Day
2/8	Early Dismissal- Staff Development
2/20	Schools Closed- President's Day
3/2	PK-8 Only: Early Dismissal P/T Conf.
3/3	PK-8 Only: Delayed Opening P/T Conf.
4/3-4/7	Schools Closed- Spring Break
5/26 & 5/29	Schools Closed- Memorial Day
6/19	Schools Closed- Juneteenth
6/20	FMG Moving Up Ceremony
6/21	Early Dismissal
	JDHS Graduation/Report Cards
6/22	Early Dismissal-Last Day of School**

	Regular Schedule	Delayed Opening Start	Early Dismissal
Walton K-2	8:50 AM-3:10 PM	10:20 AM	1:00 PM
Walton AM PK	8:50 AM-11:30 PM	10:20 AM	10:40 AM
Walton PM PK	12:30 AM- 3:10 PM	1:15 PM	1:00 PM
Caldwell & Sandmeier	8:40 AM-3:00 PM	10:10 AM	12:50 PM
FMG	7:45 AM- 2:30 PM	9:15 AM	12:13 PM
JDHS	7:40 AM- 2:31 PM	9:10 AM	12:07 PM

Report Cards	
Parent/Teacher Conferences	Schools Closed
Early Dismissal Days	Staff Development
**5/26, 6/6, 6/23 are Inclement Weather Days.	
Inclement weather days will be taken in the following order: 6/23, 5/26, 6/6. The last day of school will be early dismissal. If more than 3 inclement weather days are taken, necessary days will be taken from Spring Break starting 4/3 going forward. Please be aware of this when planning for the school year.	

February '23						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				
						19/19

March '23						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						23/23

April '23						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13*	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	*end of marking period					15/15

May '23						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
						21/21

June '23						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16*	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
*end of marking period						14/14

Springfield Public Schools 2023-2024 District Calendar

www.springfieldschools.com

(973) 376-1025

September '23						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
16/18						

October '23						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
28	30	31				
21/21						

November '23						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13*	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
*end of marking period 17/18						

December '23						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
16/16						

January '24						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30*	31			
*end of marking period 21/21						

9/4	Schools Closed- Labor Day
9/5-9/6	Schools Closed- Staff Development Days
9/7	First Day of School!
9/25	Schools Closed- Yom Kippur
10/9	School Closed- Columbus Day/ Indigenous People's Day
11/7	Schools Closed- Staff Development
11/9 & 11/10	Schools Closed- NJEA Convention
11/20	PK-8 Only: Early Dismissal P/T Conf.
11/21	PK-8 Only: Delayed Opening P/T Conf.
11/22	Early Dismissal- Thanksgiving
11/23 & 11/24	Schools Closed- Thanksgiving
12/22	Early Dismissal- Winter Break
12/25-1/1	Schools Closed- Winter Break
1/15	Schools Closed- Martin Luther King, Jr. Day
2/7	Early Dismissal- Staff Development
2/19	Schools Closed- President's Day
2/29	PK-8 Only: Early Dismissal P/T Conf.
3/1	PK-8 Only: Delayed Opening P/T Conf.
3/29	Schools Closed- Good Friday
4/1-4/5	Schools Closed- Spring Break
5/27	Schools Closed- Memorial Day
6/17	FMG Moving Up Ceremony
6/18	Early Dismissal-JDHS Only
	JDHS Graduation/Report Cards
6/19	Early Dismissal-Last Day of School**

	Regular Schedule	Delayed Opening Start	Early Dismissal
Walton K-2	8:50 AM-3:10 PM	10:20 AM	1:00 PM
Walton AM PK	8:50 AM-11:30 PM	10:20 AM	10:40 AM
Walton PM PK	12:30 AM- 3:10 PM	1:15 PM	1:00 PM
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FMG	7:45 AM- 2:30 PM	9:15 AM	12:13 PM
JDHS	7:40 AM- 2:31 PM	9:10 AM	12:07 PM

Report Cards	
Parent/Teacher Conferences	Schools Closed
<u>Early Dismissal Days</u>	Staff Development
**5/24, 6/4, 6/20 are Inclement Weather Days.	
Inclement weather days will be taken in the following order: 6/20, 5/24, 6/4. If more than 3 inclement weather days are taken, necessary days will be taken from Spring Break starting 4/1 going forward. Please be aware of this when planning for the school year.	

February '24						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		
20/20						

March '24						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
20/20						

April '24						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11*	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
*end of marking period 17/17						

May '24						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
21/21						

June '24						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14*	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	*end of marking period 11/11					

Springfield Public Schools

Policy

P 5116 EDUCATION OF HOMELESS CHILDREN

The Board of Education will admit and enroll homeless children in accordance with Federal and State laws and New Jersey Administrative Code. The Board of Education adopts this Policy to be in compliance with law and administrative code to ensure the enrollment of homeless children in school and to respond to appeals made by parents or other parties related to the enrollment of homeless children.

The Board of Education shall determine that a child is homeless when he or she resides in a publicly or privately operated shelter designed to provide temporary living accommodations, including: hotels or motels; congregate shelters, including domestic violence and runaway shelters; transitional housing; and homes for adolescent mothers. A child is also determined homeless when he or she resides in a public or private place not designated for or ordinarily used as a regular sleeping accommodation, including: cars or other vehicles including mobile homes; tents or other temporary shelters; parks; abandoned buildings; bus or train stations; temporary shelters provided to migrant workers and their children on farm sites; and the residence of relatives or friends where the homeless child resides out of necessity because his or her family lacks a regular or permanent residence of its own. A child is also determined homeless when he or she resides in substandard housing.

The school district of residence for a homeless child is responsible for the education of the child and shall assume all responsibilities as required in N.J.A.C. 6A:17-2.3. The school district of residence for a homeless child means the school district in which the parent of a homeless child resided prior to becoming homeless.

The school district liaison designated by the Superintendent of Schools for the education of homeless children is the Supervisor of School Counseling. The liaison will facilitate communication and cooperation between the school district of residence and the school district where the homeless child resides and shall assume all responsibilities as outlined in N.J.A.C. 6A:17-2.4(a).

When a homeless child resides in a school district, the school district liaison shall notify the liaison of the school district of residence within twenty-four hours of receiving notification from the parent, the Department of Human Services or the Department of Children and Families, a shelter director, an involved agency, or a case manager. Upon notification of the need for enrollment of a homeless child, the liaison in the school district of residence shall coordinate enrollment procedures immediately based upon the best interest of the child pursuant to N.J.A.C. 6A:17-2.5(b).

The Superintendent of the school district of residence or designee shall decide in which school district the homeless child shall be enrolled in accordance with the provisions of N.J.A.C. 6A:17-2.5.

Unless parental rights have been terminated by a court of competent jurisdiction, the parent retains all rights under N.J.A.C. 6A:17-2.1 et seq.

Springfield Public Schools Policy

When a dispute occurs regarding the determination of homelessness or the determination of the school district of enrollment made by the school district of residence, the Superintendent(s) or the designee(s) of the involved district(s) or the child's parent(s) shall immediately notify the Executive County Superintendent of Schools, who, in consultation with the Department of Education's McKinney-Vento Homeless Education Coordinator or designee, shall immediately decide the child's status. If a dispute remains between the parent and the involved school district(s) following the Executive County Superintendent's determination, the parent or the involved district Board(s) of Education may appeal to the Commissioner of Education for determination pursuant to N.J.A.C. 6A:3, Controversies and Disputes.

When a school district designated as the school district of residence disputes its designation as the school district of residence, or where no designation can be agreed upon by the involved school districts, the Superintendent(s) or designee(s) of the involved school districts shall immediately notify the Executive County Superintendent of Schools, who shall immediately make a determination, if possible, but no later than within forty-eight hours.

If the dispute regarding determination of district of residence does not involve the determination of homelessness and/or district enrollment, the school district disputing the Executive County Superintendent's determination may appeal to the Department of Education pursuant to N.J.A.C. 6A:23A-19.2(d), (e), and (f) and request a determination from the Division of Administration and Finance. If an appeal of a determination of district of residence also includes an appeal of the determination of homelessness and/or school district of enrollment, the appeal shall be submitted to the Commissioner of Education pursuant to N.J.A.C. 6A:3, Controversies and Disputes.

Any dispute or appeal shall not delay the homeless child's immediate enrollment or continued enrollment in the school district. The homeless child shall be enrolled in the school district in which enrollment or continued enrollment is sought by the parent, pending resolution of the dispute or appeal. Disputes and appeals involving the services provided to a homeless child with a disability shall be made pursuant to N.J.A.C. 6A:14.

Financial responsibility, including the payment of tuition for the homeless child, will be in accordance with N.J.A.C. 6A:17-2.8. The school district of residence shall list the child on its annual Application for State School Aid (ASSA) pursuant to N.J.S.A. 18A:7F-33 until the parent establishes a permanent residence or is deemed domiciled in another jurisdiction pursuant to N.J.S.A. 18A:38-1.d. At that time, the school district of residence shall no longer list the student on its ASSA. The State shall assume fiscal responsibility for the tuition of the child pursuant to N.J.S.A. 18A:7B-12.1 and shall pay the tuition to the school district in which the child is currently enrolled until the parent establishes a permanent residence or is deemed domiciled in another jurisdiction pursuant to N.J.S.A. 18A:38-1.d. under the circumstances outlined in N.J.A.C. 6A:17-2.8(c).

On or before December 31 of each year, the district shall report to the Office of Homelessness Prevention in the Department of Community Affairs an accounting of each instance in which the

Springfield Public Schools

Policy

district is made aware that a student enrolled in the district because the student's parent moved to the district as a result of being homeless.

N.J.S.A. 18A:7B-12; 18A:7B-12.1; 18A:38-1
N.J.A.C. 6A:17-2.1 et seq.

Adopted: 18 March 2019
1st Reading: March 13, 2023
Readopted: March 27, 2023

Springfield Public Schools Policy

P 7410 MAINTENANCE AND REPAIR (M)

M

The Board of Education recognizes the fixed assets of the school district represent a significant investment of this community and maintenance is a prime concern to the Board.

The school district is required to develop, approve, and implement a comprehensive maintenance plan in accordance with the requirements of N.J.A.C. 6A:26-20.5. A “comprehensive maintenance plan” means a school district’s multi-year maintenance plan covering required maintenance activities for each school facility in the school district adopted pursuant to N.J.A.C. 6A:26.

Required maintenance activities include those activities outlined in N.J.A.C. 6A:26-20.3. The school district shall determine the required maintenance activities to reasonably maintain each school facility in the school district, and shall report the activities in its annual comprehensive maintenance plan pursuant to N.J.A.C. 6A:26-20.5.

In accordance with N.J.A.C. 6A:26-20.4(a), expenditures for required maintenance activities set forth in N.J.A.C. 6A:26-20.3 shall qualify as investments in maintenance for purposes of calculating the required maintenance expenditure in N.J.A.C. 6A:26-20.4(d) and (e), the annual required maintenance budget amount pursuant to N.J.A.C. 6A:26-20.8, and the maintenance factor (M) in N.J.S.A. 18A:7G-9. Expenditures that qualify as required maintenance shall be in accordance with the provisions of N.J.A.C. 6A:26-20.4.

The school district’s comprehensive maintenance plan shall be submitted to the Executive County Superintendent by a Board of Education resolution every school year, pursuant N.J.A.C. 6A:26-20.5(a)1.

The required annual maintenance budget amount as reported in its comprehensive maintenance plan shall be included in the district’s annual budget certified for taxes in accordance with the provisions of N.J.A.C. 6A:26-20.8(a). The required annual maintenance budget amount shall be calculated and adjusted in accordance with the provisions of N.J.A.C. 6A:26-20.8(b). The Executive County Superintendent shall not approve the school district’s budget that does not comply with the provisions of N.J.A.C. 6A:26-20.1 et seq.

Commencing September 1, 2002, no person shall be employed by the Board of Education as a buildings and grounds supervisor, as defined in N.J.S.A. 18A:17-49, unless the person is a certified educational facilities manager pursuant to N.J.S.A. 18A:17-49 and 18A:17-50.

Required for School Districts with Three or More District Buildings

Facilities maintenance, repair scheduling and accounting shall be in accordance with the provisions of N.J.A.C. 6A:23A-6.9 and Regulation 7410.01.

Springfield Public Schools Policy

N.J.S.A. 18A:7G-9; 18A:17-49; 18A:17-50;
18A:18A-43; 18A:21-1

N.J.A.C. 6A:23A-6.9; 6A:26-1.1 et seq.; 6A:26-20.3;
6A:26-20.4; 6A:26-20.5; 6A:26-20.6; 6A:26-20.8

Adopted: 18 March 2019
1st Reading: March 13, 2023
Readopted: March 27, 2023

Springfield Public Schools

Policy

7432 EYE PROTECTION (M)

M

The Board of Education requires each student, staff member, and school visitor, including individuals present for evening adult-school programs, to wear appropriate eye protective devices while participating in educational activities and programs as defined in N.J.A.C. 6A:7-1.3. Appropriate eye protective devices must be worn by anyone engaged in a process or activity where exposure to which might have a tendency to cause damage to the eyes pursuant to N.J.A.C. 6A:26-12.5(a) and N.J.S.A. 18A:40-12.1.

The term “appropriate eye protective device” shall include plain or prescription lenses provided the lenses and other portions of the device meet or exceed the prescribed specifications for the device. Specifications for appropriate eye protection for various activities shall meet or exceed standards described in the American National Standard Practice for Occupational and Educational Eye and Face Protection, ANSI Z87.1-1989; American National Standard Practice for the Safe Use of Lasers, ANSI Z136.1-1986; and eye protective procedures recommended by the manufacturer of the laser device.

The Superintendent or designee shall be responsible for the continual monitoring of the school program, including, but not limited to, all vocational education, industrial arts education, science education, technology education and arts education, for conditions under which students, staff members, or visitors are exposed to a process or activity that might have a tendency to cause damage to the eyes.

The appropriate eye protective device shall be supplied by the Board, except that the student, staff member, or visitor, including individuals present for evening adult-school programs, may wear personal eye wear that is appropriate to the activity and certified, in writing, by a licensed optician or other qualified licensed eye professional to meet or exceed those standards. District-owned appropriate eye protective devices shall be inspected regularly by the appropriate staff member, and defective or poorly fitting devices shall be returned to the Principal for repair or discard. Any shared appropriate eye protective devices shall be disinfected between uses by the method prescribed by the school medical inspector.

Each classroom, shop, laboratory, and other area of the school in which students or staff members are exposed to caustic materials that can cause damage to the eyes shall be equipped with an emergency eye wash fountain in accordance with standards established by the New Jersey Department of Education.

The Building Principal or designee shall ensure that each area in the school identified as housing an activity hazardous to the eyes shall be posted with conspicuous signs that warn participants that an appropriate eye protective device must be worn during the activity. Staff members of such activities are responsible for instructing students in appropriate eye safety practices and for serving as exemplary models in the implementation of such practices.

Springfield Public Schools

Policy

The Board authorizes each staff member responsible for an activity or process hazardous to the eyes to compile and maintain, for the duration of the course of study, a list of students in the course who wear contact lenses.

The school district shall provide annual training and appropriate supplies and equipment to all school personnel responsible for implementing the eye-safety policies and program. The training shall cover all aspects of eye protection in schools as described in N.J.A.C. 6A:26-12.5(a) through (f).

N.J.S.A. 18A:40-12.1; 18A:40-12.2

N.J.A.C. 6A:7-1.3

N.J.A.C. 6A:26-12.5

Adopted: 18 March 2019

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Springfield Public Schools Policy

P 7450 PROPERTY INVENTORY (M)

M

The Board of Education recognizes that efficient management and the replacement of lost, damaged, or stolen property depends upon an accurate inventory and properly maintained records.

The district shall maintain a complete inventory by physical count of all district-owned equipment.

For the purpose of this Policy, “equipment” shall mean any instrument, machine, apparatus, or set of articles which meets all of the following criteria and the cost is above \$2,000:

1. It retains its original shape, appearance, and character with use;
2. It does not lose its identity through fabrication or incorporation into a different more complex unit or substance;
3. It is nonexpendable; that is, if the item is damaged or some of its parts are lost or worn out, it is more feasible to repair the item than to replace it with an entirely new unit; and
4. Under normal conditions of use, including reasonable care and maintenance, it can be expected to serve its principal purpose for at least one year.

Unless otherwise bound by Federal, State, or local law, the school district will use the criteria above for their equipment classification decisions.

The School Business Administrator/Board Secretary or designee shall ensure that inventories are systematically and accurately recorded and that property records of equipment are adjusted annually. Major items of equipment shall be subject to annual spot check inventory. A major loss shall be reported to the Board.

Property records of supplies shall be maintained on a continuous inventory basis. An item should be classified as a “supply” if it does not meet all the stated equipment criteria outlined above and the cost is not more than the capitalization threshold of \$2,000.

The School Business Administrator/Board Secretary or designee shall maintain a system of property records that show, as appropriate to the item recorded, description and identification, manufacturer, year of purchase, initial cost, location, condition and depreciation, and current evaluation in conformity with insurance requirements.

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New Jersey Department of Education – “The Uniform Minimum Chart of Accounts for New Jersey Public Schools and Approved Private Schools for Students with Disabilities” 2020-2021 Edition

Adopted: 18 March 2019

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Springfield Public Schools Policy

P 7540 JOINT USE OF FACILITIES

The Board of Education supports the joint expenditure of school district funds and municipal or county funds to provide facilities from which the community may derive benefits.

The Board may, as the opportunity or need arises, and is permissible by law, join with the local municipal governing body in acquiring, improving, equipping, operating, or maintaining jointly used facilities in accordance with applicable law.

N.J.S.A. 18A:20-19; 18A:20-34

1st Reading: March 13, 2023

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P 8320 PERSONNEL RECORDS (M)

M

The Board of Education believes that the orderly operation of the school district requires the retention of all records bearing upon an employee's qualifications for employment and employment history.

The Board requires that sufficient records be compiled and maintained to demonstrate an employee's qualifications for the position assigned; compliance with Federal, State, and local benefit programs; conformity to district rules; the proper conduct of evaluations; and the employee's entitlement, as appropriate, to tenure and seniority.

The Superintendent shall be responsible for the custody and maintenance of personnel records. A single, central file of documents shall be maintained; temporary, subsidiary records will be permitted for ease in data gathering only. An employee's personnel file shall be maintained for six years following his/her termination of district service, provided the employment history record card is maintained a minimum of eighty years.

A Board of Education and private agencies that provide educational services by means of public funds shall make employee records and information available for public access pursuant to N.J.S.A. 47:1A-10, the Open Public Records Act, but in accordance with N.J.S.A. 18A:6-120.(d) and 121.(d), and as provided in Policy and Regulation 8320 - Section G.

Personnel records may be inspected by school administrators to the extent that such inspection is required in the performance of the inspector's duties.

Board members may have access to confidential information in the personnel files of only those employees recommended for or subjected to an employment action requiring a vote of the Board or where access to the information is essential for the performance of the Board member's duties. Board member access to personnel files is limited to the relevant portion of the file and is available only through the Superintendent. Board members may freely inspect employment applications filed by candidates for district positions.

An employee may inspect his/her personnel file provided that the employee requests such access in writing, reviews the record in the presence of the administrator designated to maintain the file, makes no alteration or addition to the file nor removes any material from it, and signs a log attached to the file indicating the date on which it was inspected.

An employee may appeal to the Superintendent the inclusion or exclusion of records or for appropriate administrative review of the accuracy of any record in his/her personnel file.

The Superintendent shall prepare rules enumerating the records to be maintained for each employee of this district, including, as a minimum and as appropriate to the position, the completed application form, employment contract(s), a copy of the employee's qualifying

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certification, transcripts, report of an employment physical examination, oath of allegiance, criminal background check, income tax forms, retirement registration, hospitalization forms, annuity forms, rate of compensation, attendance record, assignments to positions, completed evaluations, reports of disciplinary incidents, records of special awards or distinctions, and reports of annual or special physical and mental examinations.

N.J.S.A. 18A:18A-14.2; 18A:40-19; 18A:66-32

N.J.S.A. 47:1A-1 et seq.

N.J.A.C. 6A:32-4.3

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1st Reading: March 13, 2023

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P 8540 SCHOOL NUTRITION PROGRAMS (M)

M

The Board of Education recognizes the importance of a child receiving a nutritious, well-balanced meal to promote sound eating habits, to foster good health and academic achievement, and to reinforce the nutrition education taught in the classroom. Therefore, the Board of Education may participate in the school nutrition programs of the New Jersey Department of Agriculture in accordance with the eligibility criteria of the program. These programs may include the National School Lunch Program, the School Breakfast Program, the After-School Snack Program, and the Special Milk Program.

If seventy percent or more of the students enrolled in a school in the district on or before the last school day before October 16 of the preceding school year are eligible for free or reduced price meals under the National School Lunch Program or the Federal School Breakfast Program, the district shall establish a “Breakfast After the Bell” program for that school in accordance with N.J.S.A. 18A:33-11.1 et seq. The district may request a waiver of the requirements of the “Breakfast After the Bell” program pursuant to N.J.S.A. 18A:33-12.

The Board of Education shall sign an Agreement with the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture for every school nutrition program operated within the school district. Any child nutrition program operated within the school district shall be operated in accordance with the provisions of the Agreement and all the requirements of the program.

Students may be eligible for free or reduced pricing in accordance with the requirements of the program operating in the school district. Prices charged to paying children shall be established by the Board of Education, but must be within the maximum prices established by the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture. Prices charged to adults shall be in accordance with the requirements of the program.

The Superintendent or designee shall annually notify parents of all children in the school district of the availability, eligibility requirements, and application procedures for free or reduced price meals or free milk in accordance with the notification requirements and procedures of the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture.

The Superintendent will designate in the annual notification to parents, the person who will determine, in accordance with standards issued by the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture, a student’s eligibility for free or reduced price meals or free milk depending on the programs operated in the school district.

A parent may request a household application and instructions from the Principal of their child’s school. A household application must be completed before eligibility is determined. Where

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necessary, the Principal or designee shall assist the applicant in the preparation of the household application.

Applications shall be reviewed in a timely manner. An eligibility determination will be made, the family will be notified of its status, and the status will be implemented as soon as possible within ten operating days of the receipt of the completed application. Any student found eligible shall be offered free or reduced price meals or free milk immediately upon the establishment of his/her eligibility and shall continue to receive such meals during the pendency of any inquiry regarding his/her eligibility in accordance with the requirements of the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture. Carry-over of previous year's eligibility for students shall be in accordance with the requirements of the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture.

A denial of eligibility for free or reduced price meals or free milk shall be in writing and shall include the reasons for which eligibility was denied, notice of the parent's right to appeal the denial, the procedures for an appeal, and a statement reminding parents that they may reapply at any time during the school year. Appeal procedures shall include: a hearing, if requested by the parent, held with reasonable promptness and convenience of the parent before a hearing officer other than the school official who denied the application; the parent's opportunity to be represented by counsel; a decision rendered promptly and in writing; and an opportunity to appeal the decision of the hearing officer to the School Business Administrator/Board Secretary. The appeal hearing will be conducted in accordance with the provisions as outlined by the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture.

There shall be no overt identification of any child(ren) who may be eligible to receive free or reduced price school meals or free milk. The identity of students who receive free or reduced price meals will be protected. Eligible students shall not be required to work in consideration for receiving such meals or milk. Eligible children shall not be required to use a separate dining area, go through a separate serving line, enter the dining area through a separate entrance, or consume their meals or milk at a different time. A student's eligibility status will not be disclosed at any point in the process of providing free or reduced price meals or free milk in accordance with the requirements of the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture.

The School Business Administrator/Board Secretary or designee will verify applications of those eligible for free or reduced price meals in accordance with the requirements of the, Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture.

The Board of Education will comply with all the requirements of the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture Local Education Agency (LEA) Agreement and all requirements outlined in the School Nutrition Electronic Application Reimbursement System (SNEARS).

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7 C.F.R. 210.1 et seq.

N.J.S.A. 18A:33-5; 18A:33-11.1 et seq.; 18A:58-7.2

N.J.A.C. 2:36

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P 8550 MEAL CHARGES/OUTSTANDING FOOD SERVICE BILL (M)

M

The Board of Education shall establish a meal charge program to permit students in the district to charge for breakfast or lunch. Collection of any payment for a meal charge program account that is in arrears shall be addressed in accordance with provisions of this Policy.

The Board of Education recognizes a student may forget to bring breakfast or lunch (meal), as applicable, or money to purchase a meal to school on a school day. In this circumstance, the food service program will provide the student a meal and will inform the Principal or designee. The Principal or designee will contact the student's parent to provide notice of an outstanding meal bill and will provide the parent with a period of ten school days to pay the amount due. If the student's parent has not made full payment by the end of the ten school days, the Principal or designee shall again contact the parent with a second notice informing the parent of any action to be taken by the school district in response to a student's school breakfast or school lunch bill being in arrears. Such action may include denying the student school breakfast or lunch. A school district shall report at least biannually to the New Jersey Department of Agriculture the number of students who are denied school breakfast or school lunch in accordance with N.J.S.A. 18A:33-21a. and this Policy.

The school district shall not:

1. Publicly identify or stigmatize a student who cannot pay for a meal or whose school meal bill is in arrears. (For example, by requiring the student to sit at a separate table or wear a wristband, hand stamp, or identifying mark or by serving the student an alternative meal);
2. Require a student who cannot pay for a school meal or whose school meal bill is in arrears to do chores or other work to pay for the school meal; or
3. Require a student to discard a school meal after it has been served because of the student's inability to pay for a school meal or because money is owed for previously provided meals.

If a student owes money for the equivalent of five or more school meals at any time during the school year, the Principal or designee shall:

1. Determine if the student is eligible for a free or reduced-price school meal;
2. Make at least two attempts, not including the application or instructions provided to the parent each school year pursuant to N.J.S.A. 18A:33-21b.; to contact the student's parent and have the parent fill out an application for the school lunch program and school breakfast program; and

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3. Contact the student's parent to offer assistance with the application for the school lunch and school breakfast program; determine if there are other issues within the household that have caused the child to have insufficient funds to purchase a school breakfast or school lunch; and offer any other appropriate assistance.

The school district shall direct communications about a student's school meal bill being in arrears to the parent and not the student. The school district's contact with the parent may be via email or telephone call. Nothing in N.J.S.A. 18A:33-21 shall prohibit the school district from sending a student home with a letter addressed to a parent.

If the student's meal bill is in arrears, but the student has the money to purchase a meal on a subsequent school day, the student will be provided a meal with payment and the food service program will not use the student's payment to repay previously unpaid charges if the student intended to use the money to purchase that school day's meal.

A parent who has received a second notice their child's meal bill is in arrears and who has not made payment in full within one week from the date of the second notice will be requested to meet with the Principal or designee to discuss and resolve the matter.

A parent's refusal to meet with the Principal or designee or take other steps to resolve the matter may be indicative of more serious issues in the family or household. However, when a parent's routine failure to provide breakfast or lunch is reasonably suspected to be indicative of child abuse or neglect, the Principal or designee shall immediately report such suspicion to the Department of Children and Families, Division of Child Protection and Permanency as required in N.J.S.A. 9:6-8.10. Such reporting shall not be delayed to accommodate a parent's meeting with the Principal or designee.

Students receiving free meals will not be denied a meal even if they accrued a negative balance from other purchases in the cafeteria.

In accordance with N.J.S.A 18A:33-21b., at the beginning of each school year, and upon initial enrollment in the case of a student enrolling during the school year, the school district shall provide to the parent of each student:

1. Information on the National School Lunch Program and the Federal School Breakfast Program;
2. An application to apply for the school lunch and school breakfast programs and instructions for completing the application; and
3. Information on the rights of students and their families under N.J.S.A. 18A:22-21 et seq.

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The school district may provide the application and information electronically through the means by which the school district communicates with parents electronically. The application and information shall be in a language the parent understands.

The school district's liaison for the education of homeless children shall coordinate with school district personnel to ensure that a homeless student receives free school meals and is monitored according to the school district policies pursuant to N.J.S.A. 18A:33-21c.

The school district may post this Policy on the school district's website provided there is a method in place to ensure this Policy reaches all households without access to a computer or the Internet.

N.J.S.A. 18A:33-21; 18A:33-21a.; 18A:33-21b.; 18A:33-21c.

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P 8561 PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS (M)

M

The Board of Education adopts this Policy to identify their procurement plan for the United States Department of Agriculture's (USDA) School Nutrition Programs. School Nutrition Programs include, but are not limited to: the National School Lunch Program (NSLP); School Breakfast Program (SBP); Afterschool Snack Program (ASP); Special Milk Program (SMP); Fresh Fruit and Vegetable Program (FFVP); Seamless Summer Option (SSO) of the NSLP; Summer Food Service Program (SFSP); the At-Risk Afterschool Meals component of the Child and Adult Care Food Program (CACFP); and the Schools/Child Nutrition USDA Foods Program.

The Board of Education is ultimately responsible for ensuring all procurement procedures for any purchases by the Board of Education and/or a food service management company (FSMC) comply with all Federal regulations, including but not limited to: 7 CFR Parts 210, 220, 225, 226, 245, 250; 2 CFR 200; State procurement statutes and administrative codes and regulations; local Board of Education procurement policies; and any other applicable State and local laws.

The procurement procedures contained in this Policy will be implemented beginning immediately, until amended. All procurements must maximize full and open competition. Source documentation will be maintained by the School Business Administrator/Board Secretary or designee and will be available to determine open competition, the reasonableness, the allowability, and the allocation of costs.

The Board of Education intentionally seeks to prohibit conflicts of interest in all procurement of goods and services.

A. General Procurement

The procurement procedures will maximize full and open competition, transparency in transactions, comparability, and documentation of all procurement activities. The school district's plan for procuring items for use in the School Nutrition Programs is as follows:

1. The School Business Administrator/Board Secretary will ensure all purchases will be in accordance with the Federal Funds Procurement Method Selection Chart – State Agency Form #358. Formal procurement procedures will be used as required by 2 CFR 200.318 through .326 and any State and local procurement code and regulations. Informal procurement procedures (small purchase) will be required for purchases under the most restrictive small purchase threshold.
2. The following procedures will be used for all purchases:

Product/ Services	Estimated Dollar	Procurement Method	Evaluation	Contract Award	Contract Duration/
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	Amount			Type	Frequency

B. Micro-Purchase Procedures

1. Public/Charter Schools

Purchases of supplies or services, as defined by 2 CFR 200.67, will be awarded without soliciting competitive price quotations if the price is reasonable in accordance with N.J.S.A. 18A:18A-37(a) and below thresholds established by the State Treasurer for informal receipt of quotations. Purchases will be distributed equitably among qualified suppliers with reasonable prices. Records will be kept for micro-purchases.

2. Non-Public Schools

Purchases of supplies or services, within the Federal micro-purchase threshold (the aggregate amount does not exceed the Federal micro-purchase threshold as set by 2 CFR 200.67) will be awarded without soliciting competitive price quotations if the price is reasonable. Purchases will be distributed equitably among qualified suppliers with reasonable prices. Records will be kept for micro-purchases.

3. Formal bid procedures will be applied on the basis of:

- centralized system;
- individual school;
- multi-school system; and/or
- State contract.

4. Because of the potential for purchasing more than public or non-public informal/small purchase threshold amount, or the Board approved threshold if less, it will be the responsibility of the School Business Administrator/Board Secretary to document the amounts to be purchased so the correct method of procurement will be followed.

C. Formal Procurement

When a formal procurement method is required, the following competitive sealed bid or an Invitation for Bid (IFB) or competitive proposal in the form of a Request for Proposal (RFP) procedures will apply:

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1. An announcement of an IFB or a RFP will be placed in the Board designated official newspaper to publicize the intent of the Board of Education to purchase needed items. The advertisement for bids/proposals or legal notice will be published in the official newspaper for at least one day in accordance with the provisions of N.J.S.A. 18A:18A-21.
2. An advertisement in the official newspaper for at least one day is required for all purchases over the school district's small purchase threshold as outlined in Federal Funds Procurement Method Section Chart – State Agency Form #358. The advertisement will contain the following:
 - a. A general description of items to be purchased;
 - b. The deadline for submission of questions and the date written responses will be provided, including addenda to bid specifications, terms, and conditions as needed;
 - c. The date of the pre-bid meeting, if provided, and if attendance is a requirement for bid award;
 - d. The deadline for submission of sealed bids or proposals; and
 - e. The address of the location where complete specifications and bid forms may be obtained.
3. In an IFB or RFP, each vendor will be given an opportunity to bid on the same specifications.
4. The developer of written specifications or descriptions for procurements will be prohibited from submitting bids or proposals for such products or services.
5. The IFB or RFP will clearly define the purchase conditions. The following list includes requirements, not exclusive, to be addressed in the procurement document:
 - a. Contract period for the base year and renewals as permitted;
 - b. The Board of Education is responsible for all contracts awarded (statement);
 - c. Date, time, and location of IFB/RFP opening;
 - d. How the vendor is to be informed of bid acceptance or rejection;
 - e. Delivery schedule;

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- f. Requirements (terms and conditions) the bidder must fulfill in order for bid to be evaluated;
- g. Benefits to which the Board of Education will be entitled if the contractor cannot or will not perform as required;
- h. Statement assuring positive efforts will be made to involve small and minority businesses, women's business enterprises, and labor surplus area firms;
- i. Statement regarding the return of purchase incentives, discounts, rebates, and credits under a cost reimbursement FSMC contract to the Board of Education's nonprofit school food service account;
- j. Contract provisions as required in Appendix II to 2 CFR 200:
 - (1) Termination for cause and convenience – contracts in excess of \$10,000;
 - (2) Equal Opportunity Employment – “federally assisted construction contracts”;
 - (3) Davis-Bacon Act – construction contracts in excess of \$2,000;
 - (4) Contract work Hours and Safety Standards – contracts in excess of \$100,000;
 - (5) Right to inventions made under a contract or agreement – if the contract meets the definition of a “funding agreement” under 37 CFR 401.2(a);
 - (6) Clean Air Act – contracts in excess of \$150,000;
 - (7) Debarment and Suspension – all Federal awarded contracts;
 - (8) Byrd Anti Lobbying Amendment – contracts in excess of \$100,000; and
 - (9) Contracts must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- k. Contract provisions as required in 7 CFR 210.21(f) for all cost reimbursable contracts;

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- l. Contract provisions as required in 7 CFR 210.16(a)(1-10) and 7 CFR 250.53 for food service management company contracts;
- m. Procuring instrument to be used are purchase orders from firm fixed prices after formal bidding;
- n. Price adjustment clause for renewal of multi-year contracts as defined in N.J.S.A. 18A:18A-42. The “index rate” means the annual percentage increase rounded to the nearest half percent in the implicit price deflator for State and local government purchases of goods and services computed and published quarterly by the U.S. Department of Commerce, Bureau of Economic Analysis;
- o. Method of evaluation and type of contract to be awarded (solicitations using an IFB are awarded to the lowest responsive and responsible bidder; solicitations using a RFP are awarded to the most advantageous bidder/offeror with price as the primary factor among factors considered);
- p. Method of award announcement and effective date (if intent to award is required by State or local procurement requirements);
- q. Specific bid protest procedures including contact information of person and address and the date by which a written protest must be received;
- r. Provision requiring access by duly authorized representatives of the Board of Education, New Jersey Department of Agriculture (NJDA), United States Department of Agriculture (USDA), or Comptroller General to any books, documents, papers, and records of the contractor which are directly pertinent to all negotiated contracts;
- s. Method of shipment or delivery upon contract award;
- t. Provision requiring contractor to maintain all required records for three years after final payment and all other pending matters (audits) are closed for all negotiated contracts;
- u. Description of process for enabling vendors to receive or pick up orders upon contract award;
- v. Provision requiring the contractor to recognize mandatory standards/policies related to energy efficiency contained in the Energy Policy and Conservation Act (PL 94-163);
- w. Signed statement of non-collusion;

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- x. Signed Debarment/Suspension Certificate, clause in the contract or a copy of search results from the System for Award Management (SAM);
 - y. Provision requiring “Buy American” as outlined in 7 CFR Part 210.21(d) and USDA Guidance Memo SP 38-2017, including specific instructions for prior approval and documentation of utilization of non-domestic food products only;
 - z. Specifications and estimated quantities of products and services prepared by the school district and provided to potential contractors desiring to submit bids/proposals for the products or services requested; and
 - aa. The Board of Education’s Electronic Signature Policy.
- 6. If any potential vendor is in doubt as to the true meaning of specifications or purchase conditions, questions may be sent to the School Business Administrator/Board Secretary. The School Business Administrator/Board Secretary or designee’s will specify the deadline for all questions.
 - a. The School Business Administrator/Board Secretary will be responsible for providing responses to questions and securing all bids or proposals.
 - b. The School Business Administrator/Board Secretary will be responsible to ensure all Board of Education procurements are conducted in compliance with applicable Federal, State, and local procurement regulations.
 - c. The following criteria will be used in awarding contracts as a result of bids/proposals. Price must be the highest weighted criteria. Examples of other possible criteria include quality, service, delivery, and availability.
- 7. In awarding a RFP, a set of award criteria in the form of a weighted evaluation sheet will be provided to each bidder in the initial bid document materials. Price alone is not the sole basis for award, but remains the primary consideration among all factors when awarding a contract. Following evaluation and negotiations, a firm fixed price or cost reimbursable contract is awarded.
 - a. The contracts will be awarded to the responsible bidder/proposer whose bid or proposal is responsive to the invitation and is most advantageous to the Board of Education, price as the primary, and other factors considered. Any and all bids or proposals may be rejected in accordance with the law.
 - b. The School Business Administrator/Board Secretary or designee is required to sign on the bid tabulation of competitive sealed bids or the evaluation criterion score sheet of competitive proposals signifying a review and approval of the selections.

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- c. The School Business Administrator/Board Secretary shall review the procurement system to ensure compliance with applicable laws.
- d. The School Business Administrator/Board Secretary or designee will be responsible for documentation that the actual product specified was received.
- e. Any time an accepted item is not available, the School Business Administrator/Board Secretary will select the acceptable alternate. The contractor must inform the School Business Administrator/Board Secretary within one workday if a product is not available. In the event a nondomestic agricultural product is to be provided to the Board of Education, the contractor must obtain, in advance, written approval for the product. The School Business Administrator/Board Secretary must comply with the Buy American Provision.
- f. Full documentation regarding the reason an accepted item was unavailable, and the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for this documentation is the School Business Administrator/Board Secretary.
- g. The School Business Administrator/Board Secretary is responsible for maintaining all procurement documentation.

D. Small Purchase Procedures

If the amount of purchases for items is less than the school district's small purchase threshold as outlined in the Federal Funds Procurement Method Selection Chart – State Agency Form #358, the following small purchase procedures including quotes will be used. Quotes from a minimum number of three qualified sources will be required.

- 1. Written specifications will be prepared and provided to all vendors.
- 2. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of three vendors shall be contacted.
- 3. The School Business Administrator/Board Secretary or designee will be responsible for contacting potential vendors when price quotes are needed.
- 4. The price quotes will receive appropriate confidentiality before award.
- 5. Quotes/Bids will be awarded by the School Business Administrator/Board Secretary. Quotes/Bids will be awarded on the following criteria. Quote/Bid price must be the highest weighted criteria. Examples of other possible criteria include quality, service, delivery, and availability.

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6. The School Business Administrator/Board Secretary will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and written specifications.
7. The School Business Administrator/Board Secretary or designee will be responsible for documentation that the actual product specified is received.
8. Any time an accepted item is not available, the School Business Administrator/Board Secretary will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.
9. The School Business Administrator/Board Secretary or designee is required to sign all quote tabulations, signifying a review and approval of the selections.

E. Noncompetitive Proposal Procedures

If items are available only from a single source when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation, noncompetitive proposal procedures will be used:

1. Written specifications will be prepared and provided to the vendor.
2. The School Business Administrator/Board Secretary will be responsible for the documentation of records to fully explain the decision to use the noncompetitive proposal. The records will be available for audit and review.
3. The School Business Administrator/Board Secretary or designee will be responsible for documentation that the actual product or service specified was received.
4. The School Business Administrator/Board Secretary will be responsible for reviewing the procedures to be certain all requirements for using single source or noncompetitive proposals are met.
5. The noncompetitive micro-purchase method shall be used for one-time purchases of a new food item if the amount is less than the applicable Federal or State micro-purchase threshold to determine food acceptance by students and provide samples for testing purposes. A record of noncompetitive negotiation purchase shall be maintained by the School Business Administrator/Board Secretary or designee. At a minimum, the record of noncompetitive purchases shall include: item name; dollar amount; vendor; and reason for noncompetitive procurement.
6. A member or representative of the Board of Education will approve, in advance, all procurements that result from noncompetitive negotiations.

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F. Miscellaneous Provisions

1. New product evaluation procedures will include a review of product labels and ingredients; an evaluation of the nutritional value; taste tests and surveys; and any other evaluations to ensure the new product would enhance the program.
2. The Board of Education agrees the reviewing official of each transaction will be the School Business Administrator/Board Secretary.
3. Payment will be made to the vendor when the contract has been met and verified and has met the Board of Education's procedures for payment. (If prompt payment is made, discounts, etc., are accepted.)
4. Specifications will be updated as needed.
5. If the product is not as specified, the following procedure, including, but not limited to, will take place: remove product from service; contact vendor for approved alternate product; or remove product from bid.

G. Emergency Purchases

1. If it is necessary to make a one-time emergency procurement to continue service or obtain goods, and the public exigency or emergency will not permit a delay resulting from a competitive solicitation, the purchase must be authorized using a purchase order signed by the School Business Administrator/Board Secretary. The emergency procedures to be followed for such purchases shall be those procedures used by the school district for other emergency purchases consistent with N.J.S.A. 18A:18A-7. All emergency procurements shall be approved by the School Business Administrator/Board Secretary. At a minimum, the following emergency procurement procedures shall be documented to include, but not be limited to: item name; dollar amount; vendor; and reason for emergency.

H. Purchasing Goods and Services – Cooperative Agreements, Agents, and Third-Party Services (Piggybacking)

1. When participating in intergovernmental and inter-agency agreements the Board of Education will ensure that competitive procurements are conducted in accordance with 2 CFR Part 200.318 through .326 and applicable program regulations and guidance.
2. When utilizing the services of a co-op, agent, or third party the Board of Education will ensure that the following conditions have been met and considered as one source of pricing in addition to other prices:

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- a. All procurements were subject to full and open competition and were made in accordance with Federal/State/local procurement requirements;
- b. The existing contract allows for the inclusion of additional Board of Educations that were not contemplated in the original procurement to purchase the same supplies/equipment through the original award;
- c. The specifications in the existing contract meets their needs and that the items being ordered are in the contract;
- d. The awarded contract requires all the Federally required certifications; e.g. Buy American, debarment, restrictions on lobbying, etc.;
- e. The agency will confirm the addition of their purchasing power (goods or services) to the procurement in scope or services does not create a material change, resulting in the needs to re-bid the contract;
- f. Administrative costs (fees) for participating in the agreement are adequately defined, necessary and reasonable, and the method of allocating the cost to the participating agencies must be specified;
- g. The Buy American provisions are included in the procurement of food and agricultural products; and
- h. The agreement includes the basis for and method of allocating each discount, rebate, or credit and how they will be returned to each participating agency when utilizing a cost-reimbursable contract.

I. Records Retention

- 1. The Board of Education shall agree to retain all books, records, and other documents relative to the award of the contract for three years after final payment. If there are audit findings that have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit. Specifically, the Board of Education shall maintain, at a minimum, the following documents:
 - a. Written rationale for the method of procurement;
 - b. A copy of the original solicitation;
 - c. The selection of contract type;
 - d. The bidding and negotiation history and working papers;
 - e. The basis for contractor selection;

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- f. Approval from the State agency to support a lack of competition when competitive bids or offers are not obtained;
- g. The basis for award cost or price;
- h. The terms and conditions of the contract;
- i. Any changes to the contract and negotiation history;
- j. Billing and payment records;
- k. A history of any contractor claims;
- l. A history of any contractor breaches; and
- m. Any other documents as required by N.J.S.A. 18A:18A – Public School Contracts Law.

J. Code of Conduct for Procurement

- 1. All procurements must ensure there is open and free competition and adhere to the most restrictive Federal, State, and local requirements. The Board of Education seeks to conduct all procurement procedures in compliance with stated regulations and to prohibit conflicts of interest and actions of employees engaged in the selection, award, and administration of contracts. All procurements will be in accordance with this Policy and all applicable provisions of N.J.S.A. 18A:18A – Public School Contracts Law.
- 2. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent; any member of his or her immediate family, his or her partner; or an organization which employs or is about to employ any of the parties indicated herein has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
- 3. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.
- 4. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. Based on the severity of the infraction, the penalties could include a

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written reprimand to their personnel file, a suspension with or without pay, or termination.

5. All questions and concerns regarding procurement solicitations, contract evaluations, and contract award, shall be directed to the School Business Administrator/Board Secretary.

K. Food Service Management Company (FSMC)

1. In the operation of the school district's food service program, the school district shall ensure that a FSMC complies with the requirements of the Program Agreement, the school district's Free and Reduced School Lunch Policy Statement, all applicable USDA program policies and regulations, and applicable State and local laws. In order to operate an a la carte food service program, the FSMC shall agree to offer free, reduced price, and full price reimbursable meals to all eligible children.
2. The school district shall monitor the FSMC billing invoices to ensure compliance with Federal and State procurement regulations.
3. In accordance with N.J.S.A. 18A:18A-5a.(22), RFPs are required in all solicitations for a FSMC.

N.J.S.A. 18A:18A – Public School Contracts Law
New Jersey Department of Agriculture
“Procurement Procedures for School Food
Authorities” Model Policy – September 2018

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2467 SURROGATE PARENTS AND RESOURCE FAMILY PARENTS (M)

Federal and State laws require the Board ensure the rights of a student are protected through the provision of an individual to act as surrogate for the parent and assume all parental rights under N.J.A.C. 6A:14 when:

1. The parent cannot be identified;
2. The parent cannot be located after reasonable efforts;
3. An agency of the State of New Jersey has guardianship of the student or the student is determined a ward of the State and, if the student is placed with a resource family parent, the resource family parent declines to serve as the student's parent; or
4. The student is an unaccompanied youth as that term is defined in section 725(6) of the McKinney-Vento Homeless Assistance Act (42 USC §11434.(a)6) and N.J.A.C. 6A:17-1.2.

Qualifications and Selection

The district shall make reasonable efforts to appoint a surrogate parent within thirty days of the determination that a surrogate parent is needed for a student. If the district fails to appoint a surrogate parent for a ward of the State, a judge may appoint a surrogate parent if the judge determines a surrogate parent is necessary for such student.

The district shall establish a method for selecting and training surrogate parents.

The person serving as a surrogate parent shall:

1. Have no interest that conflicts with the interest of the student they represent;
2. Possess knowledge and skills that ensure adequate representation of the student;
3. Not be replaced without cause;
4. Be at least eighteen years of age; and
5. Complete a criminal history review pursuant to N.J.S.A. 18A:6-7.1 if the person serving as the surrogate parent is compensated.

The person(s) serving as a surrogate parent may not be an employee of the New Jersey Department of Education, this district, or a public or nonpublic agency that is involved in the education or care of the child.

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[Optional - A surrogate parent will be paid solely to act in this capacity.]

The Supervisory of School counseling Services shall serve as Surrogate Parent Coordinator and will: determine whether there is a need for a surrogate parent for a student; contact any State agency that is involved with the student to determine whether the State has a surrogate parent appointed for the student; and make reasonable efforts to appoint a surrogate parent for the student within thirty days of determining that there is a need for a surrogate parent for the student.

When a student who is or may be a student with a disability is in the care of a resource family parent, and the resource family parent is not the parent of the student, the district where the resource family parent resides shall contact the student's case manager at the Division of Child Protection and Permanency (DCP&P) in the Department of Children and Families to determine whether the parent retains the right to make educational decisions and determine the whereabouts of the parent.

If the parent retains the right to make educational decisions and the parent's whereabouts are known to the school district, the Superintendent or designee shall obtain all required consent from, and provide written notices to, the parent.

If the district cannot ascertain the whereabouts of the parent, the resource family parent shall serve as the parent unless that person is unwilling to do so. If there is no resource family parent, or if the resource family parent is unwilling to serve as the student's parent, the Surrogate Parent Coordinator shall consult with the student's case manager at DCP&P to assist in identifying an individual to serve as a surrogate parent, appointing a surrogate parent, and obtaining all required consent from, and providing written notices to, the surrogate parent.

Training

N.J.A.C 6A:14-2.2(d) requires the district train surrogate parents so they have the knowledge and skills that ensure adequate representation of the student. The Surrogate Parent Coordinator shall coordinate the training for surrogate parents. The training may include, but not be limited to:

1. Providing the surrogate parent a copy of:
 - a. Parental Rights in Special Education booklet;
 - b. N.J.A.C. 6A:14;
 - c. The Special Education Process;
 - d. Administrative Code Training Materials from the Department of Education website; and
 - e. Other relevant materials.

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2. Providing the surrogate parent an opportunity to meet with the Surrogate Parent Coordinator to discuss the rights of the surrogate parent and the applicable statutes, administrative codes, and Federal laws. The Surrogate Parent Coordinator shall provide the surrogate parent the opportunity to review and to become familiar with the State and Federal requirements for assessment, individualized educational program development, and parental rights with respect to the referral and placement process, including their rights with respect to seeking a due process hearing if they disagree with the local procedure or decisions;
3. Providing the surrogate parent adequate time to become familiar with the student and the nature of the student's disability through a review of the student's record;
4. Providing the surrogate parent an opportunity to confer with the student's case manager to discuss the student; and
5. Other information and resources to provide the surrogate parent the knowledge and skills to ensure adequate representation of the student.

Rights of the Surrogate Parent

A surrogate parent appointed in accordance with N.J.A.C. 6A:14-2.2 shall assume all parental rights under N.J.A.C. 6A:14.

N.J.A.C. 6A:14-2.2

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1st Reading: March 13, 2023
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P 4161 EXAMINATION FOR CAUSE

The Board of Education may require the physical and/or psychiatric examination of any support staff member who shows evidence of deviation from normal physical or mental health in accordance with N.J.A.C. 6A:32-6.3(b).

The Superintendent shall require a physical and/or psychiatric examination on a support staff member whenever, in the judgment of the Superintendent, a support staff member shows evidence of deviation from normal physical or mental health, to determine the support staff member's physical and mental fitness to perform with reasonable accommodation the position the support staff member currently holds, or to detect any health risks to students and other employees.

A support staff member that is required to undergo a physical and/or psychiatric examination shall be provided a written statement of reasons for the required examination(s) and notice the support staff member has the right to request a hearing with the Board. The hearing shall be conducted in accordance with the provisions of N.J.S.A. 18A:25-7 and will offer the support staff member the opportunity to appear before the Board to refute the reasons for the required examination(s), provided any such hearing is requested by the support staff member in writing within five working days of the support staff member's receipt of the written statement of reasons. A support staff member shall be ordered to submit to the appropriate examination(s) by the physician or institution designated by the Board if the support staff member failed to timely request a hearing before the Board or failed to persuade the Board at the hearing that the support staff member should not be required to submit to the appropriate examination(s). The Board's determination at the conclusion of such a hearing is appealable to the Commissioner of Education pursuant to N.J.S.A. 18A:6-9 and N.J.A.C. 6A:4 – Appeals pursuant to N.J.A.C. 6A:32-6.3(b)2.

The Board shall bear the cost of the examination if the examination is performed by a physician or institution designated by the Board. The examination may be performed by a physician or institution of the support staff member's own choosing, approved by the Board, and at the support staff member's own expense in accordance with N.J.S.A. 18A:16-3 and N.J.A.C. 6A:32-6.3.

If the support staff member submits names of physicians or institutions to the Board for consideration to complete the appropriate examination(s) the Board is not required to designate the physician or institution submitted for consideration by the support staff member, but shall not act unreasonably in withholding its approval of the physician or institution. The Board shall require the support staff member to authorize the release of the examination results to the Superintendent.

If the results of any such examination indicate mental abnormality or communicable disease, the support staff member shall be ineligible for further service until proof of recovery, satisfactory to the Board, is furnished, but if the support staff member is under contract or has tenure, they may be granted sick leave with compensation as provided by law and shall, upon satisfactory

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recovery, be permitted to complete the term of their contract, if they are under contract, or be reemployed with the same tenure as they possessed at the time their services were discontinued, if they have tenure, unless their absence shall exceed a period of two years in accordance with N.J.S.A. 18A:16-4.

In order to return to work, the support staff member must submit to an appropriate examination and submit the results of the examination to the Superintendent. The examination must be conducted by a physician or institution upon which the Board and support staff member confer and agree. If the physician or institution conducting the examination is conducted by the Board's choice, the cost shall be borne by the Board; if the physician or institution conducting the examination is conducted by the support staff member's choice, the cost shall be borne by the support staff member.

A support staff member who refuses to submit to the examination required by this Policy and has exhausted the hearing procedures established by law and this Policy shall be subject to discipline, which may include, but not limited to, termination or certification of tenure charges to the Commissioner of Education, as applicable.

42 U.S.C.A. 12101

N.J.S.A. 18A:6-10; 18A:16-2; 18A:16-3; 18A:16-4;
18A:25-7; 18A:28-5; 18A:30-1 et seq.

N.J.A.C. 6A:32-6.2; 6A:32-6.3

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R 7410.01 FACILITIES MAINTENANCE, REPAIR SCHEDULING, AND ACCOUNTING (M)

[Required for School Districts with Three or More District Buildings]

M

A school district with three or more district buildings shall have an automated work order system for prioritizing, performing, and recording all maintenance and repair requests for all district buildings and grounds in accordance with the provisions of N.J.A.C. 6A:23A-6.9.

A. Standard Operating Procedure (SOP) For Work Order System

1. The Superintendent or designee shall establish Standard Operating Procedures (SOP) for the approval and prioritization of work order requests which take into account the health and safety of building occupants, priorities and objectives established annually to carryout the district Strategic Plan, the need for the work requested, and other factors the district deems appropriate.
2. Except in an emergency where the work is necessary to correct a situation that poses an imminent threat to the health or safety of students and/or staff, the work order system shall include the following information for a request for work before work begins:
 - a. The name of the person making the request;
 - b. The date of the request;
 - c. The appropriate approval(s) as established by SOP;
 - d. The date of approval(s);
 - e. The location of work requested;
 - f. The priority level (for example, urgent, high, average, low);
 - g. The scheduled date(s) of service;
 - h. The trade(s) needed such as general maintenance worker; custodian; carpenter; plumber; electrician; heating, ventilation, and air conditioning (HVAC); grounds; roofer; masonry; glazer; other;

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- i. A description of the work requested;
 - j. A projection of the materials and supplies needed for the work;
 - k. The estimated labor hours needed to complete task;
 - l. The name of the work order assigner; and
 - m. The name of the employee(s) working on the order.
3. The work order system shall include the following close-out information for each request for work:
 - a. The actual hours worked by date for each assigned staff member;
 - b. The actual hourly rate paid, both regular and over-time, for each assigned staff member;
 - c. The aggregate cost of labor by regular, over-time, and total;
 - d. The actual materials and supplies needed to complete the work order;
 - e. Actual cost of materials and supplies; and
 - f. The name of the employee responsible for attesting that the job was completed satisfactorily.
4. Except when prohibited by a collective bargaining agreement, the SOP shall require for any work, which cannot be completed during regular working hours by the needed completion date, an assessment of the cost-benefit of outsourcing any such work in excess of the quote threshold as determined under N.J.S.A. 18A:18A-37.
5. If, according to the assessment, the cost of outsourcing work is less than the in-house estimated cost of labor, at over-time rates, and materials for the same work, the work shall be outsourced provided the work can be contracted in accordance with N.J.S.A. 18A:18A-1 et seq., completed by the projected completion date contained in the prioritized work order system and does not violate the terms of a collective bargaining agreement for maintenance workers and/or custodians.
6. The School Business Administrator/Board Secretary, in consultation with the supervisor responsible for this work, shall conduct an analysis of the information in the work order system no later than February 1 of the prebudget year for consideration during budget preparation. The analysis should include productivity of staff as a whole and individually, significant variations between estimated labor

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time and materials and actual labor time and materials, unusual trends for like projects and other factors that will improve productivity and efficiency.

1st Reading: March 13, 2023

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R 7432 EYE PROTECTION (M)

M

A. Eye Protection - N.J.A.C. 6A:26-12.5(a)

The Board of Education requires each student, staff member, and school visitor, including individuals present for evening adult-school programs, to wear appropriate eye protective devices while participating in educational activities and programs as defined in N.J.A.C. 6A:7-1.3 in accordance with N.J.S.A. 18A:40-12.1 and N.J.A.C. 6A:26-12.5.

B. Eye Protection Devices - N.J.A.C. 6A:26-12.5(e)

The following types of eye protective devices shall be used to fit the designated activities or processes:

Potential Eye Hazard	Protective Devices
Caustic or explosive	Goggle, flexible fitting materials, hooded ventilation; add plastic window face shield for severe exposure
Dust producing operations	Goggle, flexible fitting, hooded ventilation
Electric arc welding	Welding helmet in combination with spectacles with eye cup or semi- or flat-fold side shields
Oxy-acetylene welding	Welding goggle, eye cup type with tinted lenses; welding goggle, coverspec type with tinted lenses or tinted plate lens
Hot liquids and gases	Goggle, flexible fitting, hood ventilation; add plastic window face shield for severe exposure
Hot solids	Clear or tinted goggles or spectacles with side shields
Molten materials	Clear or tinted goggles and plastic

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	or mesh window face shield
Heat treatment or tempering	Clear or tinted goggles or clear or tinted spectacles with side shields
Glare operations	Tinted goggles; tinted spectacles with side shields or welding goggles, eye cup or coverspec type with tinted lenses or tinted plate lens
Shaping solid materials	Clear goggles, flexible or rigid body; clear spectacles with side shields; add plastic window face shield for severe exposure
Laser device operation or experimentation	Appropriate for specific hazard
Vehicle repair or servicing	Clear goggles, flexible or rigid body; clear spectacles with side shields
Other potentially hazardous processes or activities	Appropriate for specific hazard

C. Eye Protective Policy and Program – N.J.A.C. 6A:26-12.5(f)

1. The Board of Education establishes and implements Policy and Regulation 7432 to assure:
 - a. No staff member, student, or visitor shall be subjected to any hazardous environmental condition without appropriate eye protection;
 - b. The detection of eye hazardous conditions shall be continuous;
 - c. Eye protection devices shall be inspected regularly and adequately maintained;
 - d. Shared eye protective devices shall be disinfected between uses by a method prescribed by the local school medical inspector;

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- e. All eye protective devices shall meet or exceed the appropriate specifications for the various types of devices and suppliers of eye protective devices shall certify, in writing, that the devices meet or exceed said specifications;
- f. Specific policy and procedures shall be established to deal with individuals who refuse to abide by established eye-safety practices and procedures;
 - (1) A student who refuses or persistently neglects to wear an eye protective device when required to do so or fails to observe established eye safety practices shall be sent to the principal or designee for disciplinary action consistent with the Code of Conduct Policy 5600.
 - (2) A staff member who refuses or persistently neglects to wear an eye protective device when required to do so or fails to observe established eye safety practices may be disciplined for insubordination for failing to obey the rules established by this Board. The proper implementation of eye protection practices shall be a criterion in the evaluation of every staff member required to observe such practices; and
 - (3) A visitor to the schools who refuses or persistently neglects to wear an eye protective device when required to do so or fails to observe established eye safety practices may be requested to leave the school premises;
- g. The use of contact lenses shall be restricted in learning environments that entail exposure to chemical fumes, vapors, or splashes, intense heat, molten metals, or highly particulate atmospheres. When permitted, contact lenses shall be worn only in conjunction with appropriate eye protective devices, and the lens wearer shall be identified for appropriate emergency care in eye hazardous learning environments;
- h. All spectacle-type eye protective devices shall have side shields of the eye-cup, semi- or flat-fold type; and
- i. Students, staff members, or visitors wearing personal corrective eyewear shall be required to wear cover goggles or similar devices unless a competent authority can certify the personal eyewear meets or exceeds standards identified in N.J.A.C. 6A:26-12.5(b).

D. Eye Wash Fountains – N.J.A.C. 6A:26-12.5(d)

- 1. Emergency eye wash fountains, or similar devices capable of a minimum fifteen minutes continuous flow of eye-wash solution, shall be provided in classrooms,

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shops, laboratories, or other areas where students or instructors are exposed to caustic materials that can cause damage to the eyes in accordance with N.J.A.C. 6A:26-12.5(d).

2. Eye wash fountains shall be routinely checked by the responsible staff member and any fountain that does not operate properly shall be promptly reported to the Principal.

E. Inspection

The Principal or designee shall annually inspect the school premises for the existence of conditions potentially hazardous to the eyes, for the placement of signs requiring appropriate eye protective devices, and for an adequate supply of appropriate eye protective devices in satisfactory condition. Conditions potentially hazardous to the eyes include, in addition to the activities listed in paragraph A.1. above, the likelihood of flying objects and spilled liquids and the presence of protruding and sharp objects.

F. Training and Supplies – N.J.A.C. 6A:26-12.5(g)

The school district shall provide annual training and appropriate supplies and equipment to all school personnel responsible for implementing the eye safety policies and program. The training shall include all aspects of eye protection as defined in Policy and Regulation 7432 and in accordance with N.J.A.C. 6A:26-12.5(g).

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R 8320 PERSONNEL RECORDS

M

A. Content of Record

1. A personnel file shall be assembled and maintained for each person employed by this district. Each file shall contain the original or copies, as appropriate, of the following documents regarding the employee:
 - a. The employee's current correct name, address, telephone number, and birthdate;
 - b. Application form, including transcripts of all academic work, records of prior military service, and other supporting documents;
 - c. Annual employment contract and/or annual salary notice, signed by the employee;
 - d. Certificates and/or licenses required for employment;
 - e. Documentation of fulfillment of requirements for any change in salary classification;
 - f. Income tax forms;
 - g. Retirement registration;
 - h. Hospitalization forms;
 - i. Annuity forms;
 - j. Rate of compensation;
 - k. Attendance record, including the starting and ending dates of all leaves of absence, whether the leave was paid or unpaid, and the purpose for which such leaves were granted;
 - l. Assignment to positions, including position title and building to which assigned;
 - m. Completed evaluations;
 - n. Reports of disciplinary incidents;
 - o. Records of special awards, commendations, or distinctions;

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- p. Oath of allegiance;
 - q. Reports of routine physical examinations; and
 - r. Reports of physical and mental examinations required for cause.
 - 2. No information will be placed in an employees' file that does not pertain to the employee's position in this district and the performance of the employee's duties.
 - 3. The content of personnel files will be reviewed annually and material no longer required will be destroyed.
- B. Custodian of Personnel Records**
- 1. The Superintendent is custodian of all personnel records.
 - 2. Personnel records shall be maintained in the Human Resources Office, who shall be records manager responsible for the day-to-day maintenance of the files and for supervising access to the files.
- C. Notice of Content of Files**
- 1. Each employee shall be informed of the content of his/her personnel file.
 - 2. Each employee will be notified of the inclusion in his/her file of any document that was not received from the employee or at the direction of the employee.
 - a. No evaluation form will be placed in a personnel file until it has been reviewed and signed by the employee.
 - b. No copy of a memorandum or letter sent by an administrator or other school official to an employee will be placed in the employee's file unless the original and copy include the notation "cc: Personnel File" or other clear indication of the author's intention to place the memorandum or letter in the employee's file.
 - c. No report or letter or memorandum from any source, other than documents referred to in paragraph C2b above, may be placed in an employee's file until a copy of the same has been delivered to the employee.
- D. Employee Access to Personnel Records**

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1. Each employee shall be granted access to his/her personnel file in accordance with these regulations, except as may have been negotiated with the employee's majority representative.
2. Written request for access shall be submitted to the Superintendent. Except in unusual circumstances, access shall be granted only during the regular working hours of the office in which the file is kept.
3. The employee shall review the record in the presence of the Superintendent or designee and, at the employee's request, a representative of the employee.
4. No alteration or addition or deletion may be made to the file, except that the employee may append to any document in the file his/her comment on that document.
5. The employee may hand copy any portion of his/her file and may receive photocopies of records on payment of the copying fees established for copies of public records.

E. Appeal of Content of the File

1. The employee may appeal to the Superintendent the exclusion or inclusion of any portion of his/her personnel file or the accuracy of any information in the file.
2. An appeal must be made in writing on a form available in the office of the Superintendent.
3. The Superintendent shall render a decision on the appeal as soon as possible, but not later than 20 working days from the time the written appeal is submitted. The Superintendent's decision shall be in writing and shall be delivered to the employee and the records manager responsible for the employee's file.
4. Except as may be otherwise provided by contract negotiated with the employee's majority representative, the appellant may appeal the Superintendent's decision to the Board; a decision of the Board may be appealed to the Commissioner of Education.

F. Access by Board Members and School Officials

1. Personnel files may be inspected by school officials only as required in the discharge of their professional or statutory duties and to the extent required in the discharge of those duties.
2. Personnel files may be inspected by Board members when such inspection relates to the Superintendent's recommendation of a candidate for employment, promotion, transfer, dismissal, or discipline.

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3. Much of the information included in an employee's file is confidential; access to the employee's file for professional reasons necessarily imposes on the person reviewing the file the duty to respect the confidentiality of the record.

G. Public Access to Employee Records and Information

1. A Board of Education and private agencies that provide educational services by means of public funds shall make employee records and information available for public access, pursuant to N.J.S.A. 47:1A-10, the Open Public Records Act, but in accordance with N.J.S.A. 18A:6-120(d) and 121.(d) in accordance with N.J.A.C. 6A:32-4.3 and as outlined in this Regulation.
2. In accordance with the provisions of N.J.S.A. 47:1A-10, notwithstanding the provisions of N.J.S.A. 47:1A-1 et seq. or any other law to the contrary, the personnel or pension records of any individual in the possession of a public agency, including but not limited to, records relating to any grievance filed by or against an individual, shall not be considered a government record and shall not be made available for public access, except that:
 - a. An individual's name, title, position, salary, payroll record, length of service, date of separation and the reason therefore, and the amount and type of any pension received shall be a government record;
 - b. Personnel or pension records of any individual shall be accessible when required to be disclosed by another law, when disclosure is essential to the performance of official duties of a person duly authorized by the State of New Jersey or the United States, or when authorized by an individual in interest; and
 - c. Data contained in information which disclose conformity with specific experiential, educational, or medical qualification required for government employment or for receipt of a public pension, but not including any detailed medical or psychological information, shall be a government record.
3. Information related to the evaluation of a particular employee shall be maintained by the school district, be confidential, and not be accessible to the public pursuant to N.J.S.A. 47:1A-1 et seq., as amended and supplemented, in accordance with N.J.S.A. 18A:6-120.d and 18A:6-121.d.

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P2421 CAREER AND TECHNICAL EDUCATION

The Board of Education believes a program(s) of career and technical education is important to the educational development of its students. The New Jersey system of career and technical education has as its purpose to:

1. Support developmental career education designed to provide students opportunities to enhance career awareness, exploration, preparation, and decision-making skills necessary for success in the workplace;
2. Provide secondary and postsecondary students with career and technical education programs and programs of study in Department-recognized Career Clusters in accordance with N.J.A.C. 6A:19-1.1(a)2.;
3. Support a comprehensive K-12 career education and counseling system; and
4. Support the workforce development system by helping to ensure quality postsecondary educational opportunities for adult students.

The Board provides a program of career and technical education with students guaranteed the right to apply and, if accepted, to attend a county vocational school district. The district shall provide a county vocational school district and its designated representative(s) with a reasonable opportunity, during school hours, to present information about the county vocational school district's programs to all students, grades Kindergarten through twelve in the schools of the district in accordance with N.J.A.C. 6A:19-2.3(d). The Board of Education may not in any manner inhibit student access to such information.

In addition, the district has established local career and technical programs and programs of study approved pursuant to N.J.A.C. 6A:19-3.1 as part of a separate career and technical high school or as part of a comprehensive high school curriculum in accordance with the provisions of N.J.A.C. 6A:19-2.1(e). These programs shall be approved by the Commissioner of Education.

Admission to the district's career and technical education programs will be open to regularly enrolled students in grades 9 through 12 on the basis of their potential for achieving the occupational or other objective of such instruction.

All students participating in career and technical education programs within this district or in shared-time career and technical programs are considered to be regularly enrolled in the schools of this district and are subject to the policies and rules of this Board. The district shall establish

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admission requirements that include equity and access for all populations, including special populations and special education students. No student shall be denied admission or participation in any career and technical education programs due to race, color, creed, religion, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, socioeconomic status, or disability.

Students may be permitted to enroll in programs of vocational instruction offered by a county vocational school district outside the county only as required in the provisions of N.J.A.C. 6A:19-2.3(a)2.

The district will comply with the general program requirements for career and technical education as defined in N.J.A.C. 6A:19-3.1. Students participating in part-time school and part-time employment career and technical programs will not be exploited, illegally employed, or employed under conditions that fail to safeguard the student's health and interest. These students shall receive wages commensurate with wages paid to other employees for similar work and shall be protected by provisions of the Worker's Compensation Act and any other acts of the State pertaining to such training and employment. The school district will comply with all safety and health standards contained in N.J.A.C. 6A:19-6.1 for career and technical education programs, programs of study, and structured learning experiences.

Career and technical education programs offered by the school district shall comply with the provisions of N.J.S.A. 18A:54 and N.J.A.C. 6A:19.

The Superintendent shall seek and utilize all available Federal, State, and private sources of revenue for the financial support of career and technical education programs in the district.

N.J.S.A. 18A:35-4.2; 18A:38-15; 18A:54
N.J.A.C. 6A:19

Adopted: 18 March 2019
1st Reading: March 27, 2023

Springfield Public Schools Policy

P5514 - STUDENT USE OF VEHICLES ON SCHOOL GROUNDS

The Board regards the operation by students of any vehicle for transportation to and from school as a matter subject to Board authority because student safety is of paramount concern to the Board. Use of private transportation is governed by Policy 8660 Transportation by Private Vehicles.

Student Motor Vehicles - Use of Student Motor Vehicles to and from School

Licensed students are permitted to drive cars to school subject to rules and regulations set forth by the administration. Each student will receive a copy of the rules.

The Principal shall have the right to withdraw and/or withhold such permits as circumstances may dictate.

Use of Student Motor Vehicles Between High School and the Union County Vocational Technical School

Students participating in shared-time programming are required to utilize the transportation provided by the school district. In the event that a student participating in such a program is participating in a work/study program as part of their program of study, they may submit a request to waive this requirement. Students are required to arrange parking through the UCVTS system and provide proof of their approval prior to submitting a waiver request.

Students attending full-day programs at a Union County Vocational Technical School may waive transportation services in accordance with Policy Number 8613 Waiver of Student Transportation.

The Superintendent or designee shall develop and disseminate regulations for the operation and parking of vehicles on school grounds. Permission to operate a vehicle on school grounds may be revoked for a student's failure to observe rules.

The Board will not be responsible for any vehicle that is lost, stolen, or damaged.

N.J.S.A. 39:4-10 et seq.; 39:4-10.5

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1st Reading: March 27, 2023

Springfield Public Schools Policy

P8660 - TRANSPORTATION BY PRIVATE VEHICLE (M)

M

The Board of Education authorizes the transportation by private vehicle of students of this district between the school and a school activity approved by this Board in accordance with this policy. All requirements detailed in Regulation 2340 (School Trips) must be followed when using private vehicles.

Any such transportation must be approved in advance and in writing by the Superintendent or designee. The writing must set forth the date, time, and reason for the transportation; the places from and to which students will be transported; the name and address of the driver; the names of the students to be transported; a brief description of the transportation vehicle; and the signature of the driver.

Anyone providing for the transportation of students to and from school or school-related activities during the school day shall furnish proof of a valid current driver's license and automobile liability insurance for bodily injury and property damage with an amount not less than \$50,000 to \$100,000 combined single limit per occurrence for all vehicles which are used for this purpose.

All required proof of current driver's license and insurance referred to above shall be produced and provided to the Superintendent or designee for the school participating field trip. The Superintendent or designee must also obtain a permission slip signed by a parent or guardian for students riding in private vehicles. The parent(s) or legal guardian(s) of a participating student will be given, on request, the name of the driver and the description of the vehicle.

Parents and operators of private vehicles must immediately notify the Superintendent or designee if there is a change, modification, or suspension of insurance or a suspension of a driver's license.

The Board may withdraw the authorization of any private vehicle driver.

Private vehicles with a capacity of eight or fewer passengers may be used for the transportation of students to and from related school activities. All vehicles must meet the requirements of the state of New Jersey with respect to licensing, registration, inspection, and liability insurance and be owned, leased, or legally operable by the approved driver. Seat belts shall be worn by the driver and the passengers while the vehicle is in motion. No vehicle may be used to transport more persons than its normal load capacity.

All of the provisions stated above shall also apply in the case of a student who desires to use his or her private vehicle for school-related activities during the school day. All students driving must comply with New Jersey laws governing provisional driver's licenses.

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The responsibility of teaching staff members for the discipline and control of students will extend to their transportation of students in a private vehicle. Drivers who are not teaching staff members are requested to report student misconduct to the Building Principal.

N.J.S.A. 18A:16-6; 18A:25-2; 18A:39-20.1

N.J.A.C. 6A:27-7.6; 6A:27-7.7

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1st Reading: March 27, 2023

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