Andover Regional School District

2020-2021 School Calendar Revised

MONTH	DATE	DAY	REASON	STUDENT DAYS	TEACHER DAYS
September	1	Tuesday	Teacher In-Service	18	21
	2	Wednesday	Teacher In-Service		
	3	Thursday	Teacher In-Service		
	4	Friday	School Starts for Students		
	7	Monday	Labor Day (School Closed)		
	29	Tuesday*	Early Dismissal (Teacher In-Service)		
October	12	Monday	School Closed	21	21
November	2	Monday	Parent Conferences	17	17
	3	Tuesday	Election Day (100% virtual)		
	4	Wednesday	Parent Conferences		
	5 & 6	Thursday & Friday	NJEA Convention (School Closed)		
	25	Wednesday	Early Dismissal		
	26 & 27	Thursday & Friday	Thanksgiving Recess (School Closed)		
December	8	Tuesday*	Early Dismissal (Teacher In-Service)	~~17~~	~~17~~
	17	Thursday	Emergency Closing	16	16
	23	Wednesday	Early Dismissal		
	24 - 31	Thursday - Thursday	Winter Recess (School Closed)		
January	1	Friday	New Year's Day (School Closed)	19	20
	4	Monday	School Resumes		
	18	Monday	Martin Luther King Jr. Day (Teacher In-Service/Closed for Students)		
February	1	Monday	Emergency Closing	~~19~~	~~19~~
	2	Tuesday	Emergency Closing	17	17
	4	Thursday*	Early Dismissal (Teacher In-Service)		
	15	Monday	Presidents Day (School Closed)		
March				23	23
April	1	Thursday*	Early Dismissal	16	16
	2 - 9	Friday - Friday	Spring Recess (School Closed)		
	15	Thursday*	Early Dismissal (Conference)		
	27	Tuesday*	Early Dismissal (Teacher In-Service)		
May	18	Tuesday*	Early Dismissal (Teacher In-Service)	20	20
	31	Monday	Memorial Day (School Closed)		
June	15	Tuesday	Early Dismissal for Students	~~17~~	~~17~~
	16	Wednesday	Early Dismissal for Students	13	13
	17	Thursday	Tentative Last Day / Early Dismissal for Students		
				180	184

This 2020-2021 calendar is subject to change, at any time, due to the extenuating circumstances at the discretion of the Board of Education.

Approved by the Andover Regional Board of Education - February 18, 2020
Revision Date: July 28, 2020
Revision Date: August 25, 2020
Revision Date: March 15, 2021

Long Pond School

Monthly Principal's Report

School: **Long Pond School**

Month: **2/18/21 to 3/10/21**

Submitted: **Bryan Fleming / LPS Principal**

- Long Pond School's ELA teachers and Math teachers recently attended trainings as content area teams to learn more about how to help support struggling students in their subject area. The strategies learned at both workshops provided our teachers with additional tools in their toolbox to help best support our students. The teachers who attended the training are also part of the school's RTI team and they oversee the BSI program.

- Spring Musical- Thanks to the efforts of Mr. Carle and Mrs. Granholm, the 2021 virtual Spring Musical is off to a great start. They are navigating through uncharted territory, but they are working with our student performers as they prepare for a late Spring show this year.

- Spring Sports and Intramurals- We are in the process of exploring ways to run some socially distanced and safe sports and intramurals this Spring such as Track and Field, floor hockey, and kickball. More information will be shared with the school community when/if certain activities run. All student participants will have to have a physical form submitted to Nurse Burneyko and approved by our school doctor before he/she can participate in an activity.

- Principal Coffee Chat- Mr. Fleming hosted this year's second Principal's Coffee Chat on Wednesday, March 10th. He met with parents from grades 5-7 from 6:00 p.m. to 6:45 p.m. and 8th grade parents from 7:00 p.m. to 7:45 p.m.

- A special thank you to our PTA for hosting a virtual Book Fair this year. This year's Book Fair runs from March 5th to March 18th.

FMB
Principal's Report
March 2021



Read Across America!
Covid could not keep us from celebrating! The activities ranged from spirit dress up days, Reading Train each morning, and Ms. Mizelle as a guest reader. The students ended the week with the story of the Lorax and as a connection to this story every student was provided the material to plant a seed. Once the seeds sprout we will plant them around the school in celebration of Arbor Day.
We launched our annual whole school reading challenge with a goal of 2000 books being read by the students. If this goal is attained Mrs. Mizelle will be duct taped to a wall...as crazy as this sounds it beats eating a Jellyfish!

Kindergarten registration begins this week! We look forward to meeting a whole new crew of FMB chargers. Kindergarten orientation has been tentatively scheduled for May to be determined if it will be virtual or in-person.

The PTA virtual Book Fair is happening now! The information has been sent home to the families along with activities to support reading. Virtual guest readers are in place for the students to zoom in and enjoy. We are appreciative of the work the PTA has put into this event for the students and families of FMB!

I have started the process of looking staffing and personnel needs for the upcoming SY 2021-2022.

Andover Regional Board of Education Budget Transfers printed on 3/4/2021

Report Includes Effective Dates from Feb 01, 2021 to Feb 28, 2021

Date	Source Account/Title	Target Account/Title	Comments	Amount
02/01/21	11-000-230-590-000-000 General Admin - Other Purch Pr	11-190-100-610-000-001 LPS - Copy Paper/Supply Closet	adj. for printers	9,867.99
02/01/21	11-000-252-340-000-000 Admin IT - Other Purch Svcs	11-000-217-600-000-001 Extraordinary - Supplies - LPS	adj. for front row	6,075.00
02/01/21	11-000-251-592-000-000 Central Svc - Other Purch Svcs	11-190-100-610-000-002 FMB - Copy Paper/Supply Closet	adj. for district services	3,000.00
02/01/21	11-000-240-600-000-001 School Admin - Supplies - LPS	11-190-100-610-000-001 LPS - Copy Paper/Supply Closet	adj. for district supplies	1,500.00
02/01/21	11-000-251-330-000-000 Central Svc - Purch Prof Svcs	11-000-219-390-000-000 CST - Purch Prof Svcs	adj. for district services	4,576.00
02/15/21	11-000-291-220-000-000 Social Security	10-000-100-562-000-000 Charter School Tuition	adj. for increase in charter school tuition	26,429.00
02/15/21	11-000-100-566-000-000 Tuition - Private Schools	10-000-100-562-000-000 Charter School Tuition	adj. for increase in charter school tuition	29,285.00
02/28/21	11-000-261-420-000-002 Maintenance - Repairs - FMB	11-000-230-331-000-000 General Admin - Legal Services	adj. for support services	2,854.00
02/28/21	11-130-100-101-050-001 Grade 6-8 Salary Specials	11-130-100-101-100-001 Grade 6-8 Substitutes - LPS	adj. for grade 6-8 subs	3,865.00
02/28/21	11-190-100-610-015-001 Furniture - LPS	11-190-100-610-015-002 Furniture - FMB	adj. for fmb furniture	350.62
02/28/21	11-000-240-800-000-002 School Admin - Other - FMB	11-000-240-600-000-001 School Admin - Supplies - LPS	adj. for school supplies	473.43
02/28/21	11-000-263-100-110-000 Grounds - Summer Help	11-000-263-610-000-002 Grounds - Supplies - FMB	adj. for grounds supplies	1,402.44
02/28/21	11-000-261-420-000-002 Maintenance - Repairs - FMB	11-000-230-332-000-000 General Admin - Audit Fees	adj. for support services	12.00
02/28/21	11-000-261-420-000-002 Maintenance - Repairs - FMB	11-000-230-530-000-000 General Admin - Communications	adj. for support services	1,883.08
02/28/21	11-000-261-420-000-002 Maintenance - Repairs - FMB	11-000-230-590-000-000 General Admin - Other Purch Pr	adj. for support services	9,867.99
02/28/21	11-000-251-580-000-000 Business Office Travel	11-000-251-592-000-000 Central Svc - Other Purch Svcs	adj. for supplies	3,000.00
02/28/21	11-000-251-580-000-000 Business Office Travel	11-000-251-600-000-000 Central Svc - Supplies	adj. for supplies	426.70
02/28/21	11-000-251-330-000-000 Central Svc - Purch Prof Svcs	11-000-251-600-000-000 Central Svc - Supplies	adj. for supplies	37.22
02/28/21	11-000-261-420-000-002 Maintenance - Repairs - FMB	11-000-252-340-000-000 Admin IT - Other Purch Svcs	adj. for IT purchases	5,076.68
02/28/21	11-000-261-420-000-001 Maintenance - Repairs - LPS	11-000-261-100-100-000 Maintenance - Substitutes	adj. for maintenance subs	315.00
02/28/21	11-000-263-100-110-000 Grounds - Summer Help	11-000-263-610-000-001 Grounds - Supplies - LPS	adj. for grounds supplies	1,402.44
02/28/21	11-000-219-390-000-000 CST - Purch Prof Svcs	11-000-219-800-000-000 CST - Other Objects	adj. for cst dues	124.30

The total of all transfers within fund 10 is: **111,823.89**

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REPORT OF THE TREASURER
Andover Regional School School District
All Funds
For the Month Ending February 2021

CASH REPORT					
	FUNDS	(1) Beginning Cash Balance	(2) Cash Receipts This Month	(3) Cash Disbursements This Month	(4) Ending Cash Balances (1)+(2)-(3)
	GOVERNMENTAL FUNDS				
1	General Fund - Fund 10	3,732,152.25	1,499,368.95	1,121,694.93	4,109,826.27 ✓
2	Capital Reserve Fund 10-116	1,106,621.00	0.00	0.00	1,106,621.00 ✓
3	Maintanance Reserve Fund 10-117	335,104.51	0.00		335,104.51 ✓
4	Special Rev. Fund 20	(28,184.63)	71,659.00	13,707.42	29,766.95 ✓
5	Capital Projects Fund 30	0.00	0.00	0.00	0.00
6	Debt Service Fund - Fund 40	314,528.76	560,746.50	875,275.00	0.26 ✓
5	***TOTAL*** **(Lines 1 thru 6)**	5,460,221.89	2,131,774.45	2,010,677.35	5,581,318.99
	ENTERPRISE FUNDS*				
	Cafeteria Account	18,529.12	6,195.00	7,569.52	17,154.60
	Pre-school Services	0.00	0.00	0.00	0.00
	Student Activity LPS	29,191.25	150.00	0.00	29,341.25
	Student Activity FMB	4,001.39	0.00	0.00	4,001.39
17 6	***Total Enterprise Funds*** **(Fund 6X)**	51,721.76	6,345.00	7,569.52	50,497.24
	TRUST & AGENCY FUNDS				
7	- Payroll	0.00	372,974.79	372,974.79	0.00
8	- Payroll Agency	4,952.42	269,053.60	266,916.40	7,089.62
3	- Other: Unemploy. Ins. Trust	35,877.82	5.50	0.00	35,883.32
10	***Total Trust & Agency Funds*** **(Lines 7 thru 10)**	40,830.24	642,033.89	639,891.19	42,972.94
11	***TOTAL - ALL FUNDS*** **(LINES 5, 6 AND 10)**	5,552,773.89	2,780,153.34	2,658,138.06	5,674,789.17

Interim Balance Sheet

ASSETS AND RESOURCES

ASSETS		
101 Cash in checking account	$ 4,109,826.27	
102-106 Other cash equivalents	$ 0.00	
Total cash		$ 4,109,826.27
111 Investments		$ 0.00
114 Investment interest receivable		$ 0.00
116 Capital reserve account		$ 1,106,621.00
117 Maintenance reserve account		$ 335,104.51
121 Tax levy receivable		$ 4,634,532.84
Accounts receivable		
132 Interfund	$ 0.00	
141 Intergovernmental - state	$ 732,543.19	
142 Intergovernmental - federal	$ 0.00	
143 Intergovernmental - other	$ 5,757.36	
153 Other Accounts Receivable	$ 19,466.25	
		$ 757,766.80
Loans receivable		
131 Interfund	$ 0.00	
151 Other Loans Receivable	$ 0.00	
		$ 0.00
199 Other current assets		$ 0.00
RESOURCES		
301 Estimated revenues (from adjusted budget)	$ 15,813,687.00	
302 Less: revenues collected or accrued	$ (16,016,364.78)	
		$ (202,677.78)
TOTAL ASSETS AND RESOURCES		$ 10,741,173.64

LIABILITIES AND FUND EQUITY

LIABILITIES	
401 Interfund loans payable	$ 0.00
402 Interfund accounts payable	$ 0.00
411 Intergovernmental accounts payable - state	$ 0.00
412 Intergovernmental accounts payable - federal	$ 0.00
413 Intergovernmental accounts payable - other	$ 0.00
421 Accounts payable	$ 68,186.59
422 Judgments payable	$ 0.00
430 Compensated absences payable	$ 0.00
431 Contracts payable	$ 0.00
451 Loans payable	$ 0.00
481 Deferred revenues	$ 0.00
499 Other current liabilities	$ 0.00
Total liabilities	$ 68,186.59

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FUND EQUITY				
Appropriated:				
753 Reserve for encumbrances - current year			$ 5,904,500.67	
754 Reserve for encumbrances - prior year			$ 0.00	
761 Reserved fund balance Capital Reserve - July 1, 2020		$ 1,146,471.00		
604 Add: Increase in capital reserve		$ 50.00		
307 Less: Budgeted withdrawal from capital reserve - eligible costs		$ (623,335.94)		
309 Less: Budgeted withdrawal from capital reserve - excess costs		$ 0.00		
317 Less: Budgeted withdrawal from capital reserve - transfer to Debt Svc		$ 0.00		
Subtotal - capital reserve			$ 523,185.06	
764 Reserved fund balance Maintenance Reserve - July 1, 2020		$ 412,415.75		
606 Add: Increase in maintenance reserve		$ 0.00		
310 Less: Budgeted withdrawal from maintenance reserve		$ (245,645.30)		
Subtotal - maintenance reserve			$ 166,770.45	
765 Reserved fund balance Tuition Reserve - July 1, 2020		$ 398,000.00		
311 Less: Budgeted withdrawal from tuition reserve		$ 0.00		
Subtotal - tuition reserve			$ 398,000.00	
760 Other reserves			$ 850,502.55	
771 Designated Fund Balance			$ 0.00	
772 Designated Fund Balance - ARRA/SEMI			$ 0.00	
601 Appropriations		$ 17,533,121.24		
602 Less: expenditures	$ 9,198,569.21			
603 Less: encumbrances	$ 5,904,500.67	$ (15,103,069.88)	$ 2,430,051.36	
Appropriations less expenditures				$ 10,273,010.09
Unappropriated:				
770 Fund Balance, July 1, 2020			$ 1,250,479.96	
303 Less: budgeted fund balance			$ (850,503.00)	
Unappropriated fund balance				$ 399,976.96
Total fund equity				$ 10,672,987.05
TOTAL LIABILITIES AND FUND EQUITY				$ 10,741,173.64

RECAPITULATION OF FUND BALANCE - CURRENT YEAR ACTIVITY

	Budgeted	Actual	Variance
Appropriations	$ 17,533,121.24	$ 15,103,069.88	$ 2,430,051.36
Less: Revenues	$ (15,813,687.00)	$ (16,016,364.78)	$ 202,677.78
Subtotal	$ 1,719,434.24	$ (913,294.90)	$ 2,632,729.14
Change in capital reserve			
Plus - Increase in reserve	$ 50.00	$ 50.00	$ 0.00
Less - Withdrawal from reserve	$ (623,335.94)	$ (39,900.00)	$ (583,435.94)
Change in maintenance reserve			
Plus - Increase in reserve	$ 0.00	$ 9,710.00	$ (9,710.00)
Less - Withdrawal from reserve	$ (245,645.30)	$ (87,021.24)	$ (158,624.06)
Change in tuition reserve			
Less - Withdrawal from reserve	$ 0.00	$ 0.00	$ 0.00
Less: adjustment to appropriations for Prior Year Encumbrances	$ 0.00	$ 0.00	$ 0.00
Total current year budgeted fund balance	$ 850,503.00	$ (1,030,456.14)	$ 1,880,959.14
Add: Unappropriated fund balance			$ 399,976.96
Total of budgeted and unappropriated fund balance			$ 2,280,936.10

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Revenues/Sources of Funds

Acct Group	Group Title	Budgeted Est.	Transfers	Adj. Budget	Act to Date	Unrealized Under/(Over)
Recap	From Recap of Fund Balance	850,503.00	0.00	850,503.00	(1,030,456.14)	1,880,959.14
307/309/317	Bgtd wdrwl from cap rsv	602,750.00	20,585.94	623,335.94	39,900.00	583,435.94
310	Bgtd wdrwl from maint rsv	199,750.00	45,895.30	245,645.30	87,021.24	158,624.06
311	Bgtd wdrwl from tuition rsv	0.00	0.00	0.00	0.00	$0.00
52xx	From Transfers	0.00	0.00	0.00	0.00	0.00
1xxx	From Local Sources	13,930,700.00	0.00	13,930,700.00	14,118,009.78	(187,309.78)
2xxx	From Intermediate Sources	0.00	0.00	0.00	0.00	0.00
3xxx	From State Sources	1,882,987.00	0.00	1,882,987.00	1,898,355.00	(15,368.00)
4xxx	From Federal Sources	0.00	0.00	0.00	0.00	0.00
5xxx	From Other Sources	0.00	0.00	0.00	0.00	0.00
Grand Totals		17,466,690.00	66,481.24	17,533,171.24	15,112,829.88	2,420,341.36

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Fund 10 (General Fund)

Account Group	Group Title	Original Bgt	New App/Trnsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
Charter School Tuition		116,119.00	55,714.00	171,833.00	90,390.00	81,443.00	0.00	3,761.00
Grand Totals for fund 10:		116,119.00	55,714.00	171,833.00	90,390.00	81,443.00	0.00	3,761.00

Fund 11 (Current Expense Fund)

Account Group	Group Title	Original Bgt	New App/Trnsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
Allocated Benefits - Instruction		0.00	(46,546.54)	(46,546.54)	(71,340.52)	0.00	24,793.98	71,480.52
Regular Programs-Instruction		2,110,661.00	0.00	2,110,661.00	1,254,987.15	855,673.85	0.00	0.00
Regular Programs-Home Instruction		8,000.00	0.00	8,000.00	0.00	5,000.00	3,000.00	0.00
Regular Programs-Undistrib Instruction		351,436.00	14,367.99	365,803.99	107,690.18	23,246.65	234,867.16	0.00
Special Education-LLD Sel-Contained		294,981.00	0.00	294,981.00	138,204.51	154,874.65	1,901.84	0.00
Special Education - Behavioral Disabled		89,108.00	0.00	89,108.00	50,043.29	38,502.55	562.16	0.00
Special Education-Multiply Disabled		274,760.00	0.00	274,760.00	158,488.59	115,992.71	278.70	0.00
Special Education-Resource room		706,600.00	0.00	706,600.00	353,824.87	351,518.87	1,256.26	0.00
Special Education-Pre-Sch Disabil P/T		221,488.00	(160.70)	221,327.30	129,661.10	89,791.52	1,874.68	0.00
Special Education - Home Instruction		8,000.00	0.00	8,000.00	1,200.00	3,800.00	3,000.00	0.00
Basic Skills/Remedial Instruction		200,339.00	368.59	200,707.59	115,413.96	85,073.00	220.63	0.00
Bilingual Education Instruction		15,151.00	(207.89)	14,943.11	7,124.20	7,710.80	108.11	0.00
Curricular Activities-Instruction		66,052.00	0.00	66,052.00	3,360.54	59,060.00	3,631.46	0.00
Athletic Programs-Instruction		42,200.00	0.00	42,200.00	0.00	31,684.89	10,515.11	0.00
Other Instructional Programs		69,000.00	0.00	69,000.00	58,365.00	5,860.00	4,775.00	0.00
Undistributed Expense-Instruction		4,393,683.00	(29,285.00)	4,364,398.00	2,826,029.57	1,521,637.60	16,730.83	0.00
Attendance and Social Work Svcs		142,882.00	0.00	142,882.00	93,625.68	46,764.64	2,491.68	0.00
Health Services		172,531.00	0.00	172,531.00	121,520.86	33,812.26	17,197.88	0.00
Other Support Svc-Related Svcs		187,196.00	0.00	187,196.00	97,880.30	73,470.40	15,845.30	0.00
Other Support Svc-Extraordinary Svcs		225,998.00	6,075.00	232,073.00	90,631.21	93,473.33	47,968.46	0.00
Other Support Svc-Students-Reg		237,972.00	0.00	237,972.00	144,189.10	85,799.49	7,983.41	0.00
Other Support Svc-Students-Spec		305,211.00	4,576.00	309,787.00	198,433.95	105,115.85	6,237.20	0.00
Improvement of Instruction		138,427.00	0.00	138,427.00	91,012.67	24,619.52	22,794.81	0.00
Library and Educ Media		179,284.00	0.00	179,284.00	102,427.88	74,171.71	2,684.41	0.00
Instr. Staff Training Svcs		34,400.00	(808.95)	33,591.05	4,171.96	2,189.98	27,229.11	0.00
Support Svc-General Admin		309,994.00	19,938.08	329,932.08	235,483.95	94,434.63	13.50	0.00
Support Svc-School Admin		236,454.00	(5,448.17)	231,005.83	152,223.20	75,926.59	2,856.04	0.00
Business Office Support Services		211,339.00	(8,002.48)	203,336.52	142,273.26	60,625.64	437.62	0.00
Admin Inform Tech Support Svcs		96,697.00	24,943.14	121,640.14	109,442.48	12,117.66	80.00	160.00
Required Maint. of School Fac.		522,647.00	10,840.63	533,487.63	138,979.99	131,735.38	262,772.26	0.00
Other Oper. & Maint. of Plant		1,096,518.00	0.00	1,096,518.00	466,780.74	347,749.35	281,987.91	0.00
Care & Upkeep of Grounds		71,466.00	0.00	71,466.00	27,896.94	41,623.94	1,945.12	0.00
Security		120,140.00	0.00	120,140.00	65,334.25	2,200.92	52,604.83	5,886.83
Student Transportation Svcs		1,241,499.00	0.00	1,241,499.00	532,483.71	675,454.91	33,560.38	680.52
Employee Benefits		1,893,918.00	20,117.54	1,914,035.54	1,109,045.64	467,694.38	337,295.52	104,694.24
606	Increase in Maint Rsv	0.00	0.00	0.00	9,710.00	0.00	(9,710.00)	0.00
Grand Totals for fund 11:		16,276,032.00	10,767.24	16,286,799.24	9,066,600.21	5,798,407.67	1,421,791.36	182,902.11

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Fund 12 (Capital Outlay Fund)

Account Group	Group Title	Original Bgt	New App/Trnsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
604	Increase in Cap Rsv	50.00	0.00	50.00	50.00	0.00	0.00	0.00
Facil Acquisition/Constr		1,074,489.00	0.00	1,074,489.00	51,289.00	24,650.00	998,550.00	0.00
	Grand Totals for fund 12:	1,074,539.00	0.00	1,074,539.00	51,339.00	24,650.00	998,550.00	0.00
Grand Totals for all Subfunds of Fund 10:		17,466,690.00	66,481.24	17,533,171.24	9,208,329.21	5,904,500.67	2,420,341.36	186,663.11

Revenues Summary

Acct Group	Group Title	Budgeted Est.	Transfers	Adj. Budget	Act to Date	Unrealized Under/(Over)
Recap	From Recap of Fund Balance	850,503.00	0.00	850,503.00	(1,030,456.14)	1,880,959.14
307/309/317	Bgtd wdrwl from cap rsv	602,750.00	20,585.94	623,335.94	39,900.00	583,435.94
310	Bgtd wdrwl from maint rsv	199,750.00	45,895.30	245,645.30	87,021.24	158,624.06
311	Bgtd wdrwl from tuition rsv	0.00	0.00	0.00	0.00	$0.00
10-1210-000-000	Local Tax Levy	13,903,600.00	0.00	13,903,600.00	13,903,600.00	0.00
10-1300-000-000	Tuition from Individuals	24,000.00	0.00	24,000.00	8,550.00	15,450.00
10-1320-000-000	Tuition - Other LEA's	0.00	0.00	0.00	39,907.76	(39,907.76)
10-1350-000-000	ESY Tuition	0.00	0.00	0.00	9,505.05	(9,505.05)
10-1510-000-000	Interest on Investments	3,000.00	0.00	3,000.00	7,215.04	(4,215.04)
10-1511-000-000	Interest on Capital Reserve	50.00	0.00	50.00	0.00	50.00
10-1512-000-000	Interest of Maint Reserve	50.00	0.00	50.00	0.00	50.00
10-1550-000-000	CMF INTEREST	0.00	0.00	0.00	0.00	0.00
10-1980-000-000	Refund of P/Y Expenditure	0.00	0.00	0.00	33,650.71	(33,650.71)
10-1990-000-000	Misc Revenue	0.00	0.00	0.00	115,581.22	(115,581.22)
10-3116-000-000	School Choice Aid	54,284.00	0.00	54,284.00	54,284.00	0.00
10-3121-000-000	Categorical Transportation Aid	542,672.00	0.00	542,672.00	542,672.00	0.00
10-3122-000-000	Non-Public Transportation	0.00	0.00	0.00	0.00	0.00
10-3131-000-000	Extraordinary Aid	0.00	0.00	0.00	15,368.00	(15,368.00)
10-3132-000-000	Categorical Special Ed Aid	532,625.00	0.00	532,625.00	532,625.00	0.00
10-3176-000-000	Equalization Aid	28,208.00	0.00	28,208.00	28,208.00	0.00
10-3177-000-000	Categorical Security Aid	61,429.00	0.00	61,429.00	61,429.00	0.00
10-3178-000-000	Adjustment Aid	663,769.00	0.00	663,769.00	663,769.00	0.00
10-3181-000-000	PARCC Readiness Aid	0.00	0.00	0.00	0.00	0.00
10-3182-000-000	Per Pupil Growth Aid	0.00	0.00	0.00	0.00	0.00
10-3183-000-000	Prof Learning Community Aid	0.00	0.00	0.00	0.00	0.00
Grand Totals		17,466,690.00	66,481.24	17,533,171.24	15,112,829.88	2,420,341.36

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Minimum Expense General Ledger Report

Fund 10 (General Fund)

Expend. Account #	Account Title	Original Bgt	New App/Trnsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
10-000-100-562	Charter School Tuition	116,119.00	55,714.00	171,833.00	90,390.00	81,443.00	0.00	3,761.00
Charter School Tuition		116,119.00	55,714.00	171,833.00	90,390.00	81,443.00	0.00	3,761.00
	Grand Totals for fund 10:	116,119.00	55,714.00	171,833.00	90,390.00	81,443.00	0.00	3,761.00

Fund 11 (Current Expense Fund)

Expend. Account #	Account Title	Original Bgt	New App/Trnsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
11-100-100-270	Health Benefits	0.00	(46,546.54)	(46,546.54)	(71,340.52)	0.00	24,793.98	71,480.52
Allocated Benefits - Instruction		0.00	(46,546.54)	(46,546.54)	(71,340.52)	0.00	24,793.98	71,480.52
11-110-100-101	Kindergarten - Salary - FMB	218,027.00	0.00	218,027.00	155,641.40	62,385.60	0.00	0.00
11-120-100-101	Grade 5 Salary - LPS	1,027,683.00	0.00	1,027,683.00	582,757.08	444,925.92	0.00	0.00
11-130-100-101	Grade 6-8 Salaries - LPS	864,951.00	0.00	864,951.00	516,588.67	348,362.33	0.00	0.00
Regular Programs-Instruction		2,110,661.00	0.00	2,110,661.00	1,254,987.15	855,673.85	0.00	0.00
11-150-100-100	Salary - Home Instruction	5,000.00	0.00	5,000.00	0.00	5,000.00	0.00	0.00
11-150-100-320	Purch Prof/Ed Svcs	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00	0.00
Regular Programs-Home Instruction		8,000.00	0.00	8,000.00	0.00	5,000.00	3,000.00	0.00
11-190-100-340	Purch Technical Svcs	5,800.00	0.00	5,800.00	3,530.00	600.00	1,670.00	0.00
11-190-100-500	Other Purchased Services (400-500 Series)	21,500.00	0.00	21,500.00	14,541.82	4,817.94	2,140.24	0.00
11-190-100-610	General Supplies	259,873.00	14,510.42	274,383.42	67,852.68	17,436.15	189,094.59	0.00
11-190-100-640	Textbooks	64,263.00	(142.43)	64,120.57	21,765.68	392.56	41,962.33	0.00
Regular Programs-Undistrib Instruction		351,436.00	14,367.99	365,803.99	107,690.18	23,246.65	234,867.16	0.00
11-204-100-101	Salary - LLD Teacher	144,949.00	0.00	144,949.00	84,029.20	60,919.80	0.00	0.00
11-204-100-106	Salar - LLD Other	140,521.00	0.00	140,521.00	46,765.83	93,755.17	0.00	0.00
11-204-100-600	Supplies	9,511.00	0.00	9,511.00	7,409.48	199.68	1,901.84	0.00
Special Education-LLD Sel-Contained		294,981.00	0.00	294,981.00	138,204.51	154,874.65	1,901.84	0.00
11-209-100-101	BD Salaries of Teachers	64,864.00	0.00	64,864.00	37,676.40	27,187.60	0.00	0.00
11-209-100-106	BD Other Salaries	22,524.00	0.00	22,524.00	11,282.40	11,241.60	0.00	0.00
11-209-100-610	BD General Supplies	1,720.00	0.00	1,720.00	1,084.49	73.35	562.16	0.00
Special Education - Behavioral Disabled		89,108.00	0.00	89,108.00	50,043.29	38,502.55	562.16	0.00
11-212-100-101	Salary - MD Teacher	153,537.00	0.00	153,537.00	88,728.00	64,809.00	0.00	0.00
11-212-100-106	Salary - MD Other	118,916.00	0.00	118,916.00	68,933.35	49,982.65	0.00	0.00
11-212-100-600	Supplies	2,307.00	0.00	2,307.00	827.24	1,201.06	278.70	0.00
Special Education-Multiply Disabled		274,760.00	0.00	274,760.00	158,488.59	115,992.71	278.70	0.00
11-213-100-101	Salary - Resource Room	585,869.00	0.00	585,869.00	293,557.60	292,311.40	0.00	0.00
11-213-100-106	Salary - RR Other	115,686.00	0.00	115,686.00	56,900.49	58,785.51	0.00	0.00
11-213-100-610	Supplies	5,045.00	0.00	5,045.00	3,366.78	421.96	1,256.26	0.00
Special Education-Resource room		706,600.00	0.00	706,600.00	353,824.87	351,518.87	1,256.26	0.00
11-215-100-101	PSD Salary	143,725.00	0.00	143,725.00	90,344.48	53,380.52	0.00	0.00
11-215-100-106	PSD TA Salary	71,949.00	0.00	71,949.00	35,538.00	36,411.00	0.00	0.00
11-215-100-600	PSD Supplies	5,814.00	(160.70)	5,653.30	3,778.62	0.00	1,874.68	0.00
Special Education-Pre-Sch Disabil P/T		221,488.00	(160.70)	221,327.30	129,661.10	89,791.52	1,874.68	0.00
11-219-100-101	Home Instruction Salary	5,000.00	0.00	5,000.00	1,200.00	3,800.00	0.00	0.00
11-219-100-320	Home Instruction - Purch Svc	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00	0.00
Special Education - Home Instruction		8,000.00	0.00	8,000.00	1,200.00	3,800.00	3,000.00	0.00
11-230-100-100	Salary - Basic Skills	199,499.00	160.70	199,659.70	114,426.00	85,073.00	160.70	0.00
11-230-100-610	Supplies	840.00	207.89	1,047.89	987.96	0.00	59.93	0.00
Basic Skills/Remedial Instruction		200,339.00	368.59	200,707.59	115,413.96	85,073.00	220.63	0.00
11-240-100-100	Salary - ESL	14,675.00	0.00	14,675.00	6,964.20	7,710.80	0.00	0.00
11-240-100-610	Supplies	476.00	(207.89)	268.11	160.00	0.00	108.11	0.00
Bilingual Education Instruction		15,151.00	(207.89)	14,943.11	7,124.20	7,710.80	108.11	0.00
11-401-100-100	Salary	61,400.00	0.00	61,400.00	2,340.00	59,060.00	0.00	0.00
11-401-100-600	Supplies	4,652.00	0.00	4,652.00	1,020.54	0.00	3,631.46	0.00
Curricular Activities-Instruction		66,052.00	0.00	66,052.00	3,360.54	59,060.00	3,631.46	0.00
11-402-100-100	Salary	30,000.00	0.00	30,000.00	0.00	30,000.00	0.00	0.00
11-402-100-500	Purchased Services (300-500 Series)	3,500.00	0.00	3,500.00	0.00	0.00	3,500.00	0.00
11-402-100-600	Supplies	8,700.00	0.00	8,700.00	0.00	1,684.89	7,015.11	0.00
Athletic Programs-Instruction		42,200.00	0.00	42,200.00	0.00	31,684.89	10,515.11	0.00

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Fund 11 (Current Expense Fund)

Expend. Account #	Account Title	Original Bgt	New App/Trnsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
11-422-100-101	Salary - Summer School	28,000.00	225.00	28,225.00	28,225.00	0.00	0.00	0.00
11-422-100-106	Salary - Summer Para	13,000.00	0.00	13,000.00	7,140.00	5,860.00	0.00	0.00
11-422-100-300	Purch Prof/Ed Svcs	28,000.00	(225.00)	27,775.00	23,000.00	0.00	4,775.00	0.00
Other Instructional Programs		69,000.00	0.00	69,000.00	58,365.00	5,860.00	4,775.00	0.00
11-000-100-561	Tuition to Other LEA's - Reg	3,044,262.00	0.00	3,044,262.00	1,928,137.40	1,116,124.60	0.00	0.00
11-000-100-562	Tuition to Other LEA's - Spec	362,078.00	402,892.29	764,970.29	574,238.84	174,000.70	16,730.75	0.00
11-000-100-563	Tuition - Vocational Schools	113,550.00	0.00	113,550.00	47,508.70	66,041.30	0.00	0.00
11-000-100-564	Tuit to Cnty Voc Sch-Spec Ed	22,710.00	0.00	22,710.00	0.00	22,710.00	0.00	0.00
11-000-100-566	Tuition - Private Schools	851,083.00	(432,177.29)	418,905.71	276,144.63	142,761.00	0.08	0.00
Undistributed Expense-Instruction		4,393,683.00	(29,285.00)	4,364,398.00	2,826,029.57	1,521,637.60	16,730.83	0.00
11-000-211-100	Salary	104,482.00	0.00	104,482.00	57,717.36	46,764.64	0.00	0.00
11-000-211-300	Purchased Prof. & Tech. Svcs	38,400.00	0.00	38,400.00	35,908.32	0.00	2,491.68	0.00
Attendance and Social Work Svcs		142,882.00	0.00	142,882.00	93,625.68	46,764.64	2,491.68	0.00
11-000-213-100	Salary	130,734.00	0.00	130,734.00	104,595.09	26,138.91	0.00	0.00
11-000-213-300	Purchased Prof. & Tech. Svcs	38,600.00	(7,437.26)	31,162.74	11,683.00	7,600.00	11,879.74	0.00
11-000-213-600	General Supplies	3,197.00	7,437.26	10,634.26	5,242.77	73.35	5,318.14	0.00
Health Services		172,531.00	0.00	172,531.00	121,520.86	33,812.26	17,197.88	0.00
11-000-216-100	Salary	155,596.00	0.00	155,596.00	90,745.60	64,850.40	0.00	0.00
11-000-216-320	Purch Prof Svcs	31,000.00	(181.09)	30,818.91	6,380.00	8,620.00	15,818.91	0.00
11-000-216-600	General Supplies	600.00	181.09	781.09	754.70	0.00	26.39	0.00
Other Support Svc-Related Svcs		187,196.00	0.00	187,196.00	97,880.30	73,470.40	15,845.30	0.00
11-000-217-100	Salary - Extraordinary	63,278.00	0.00	63,278.00	32,635.95	30,642.05	0.00	0.00
11-000-217-320	Purch Prof Svcs	161,446.00	0.00	161,446.00	57,988.89	61,842.08	41,615.03	0.00
11-000-217-600	General Supplies	1,274.00	6,075.00	7,349.00	6.37	989.20	6,353.43	0.00
Other Support Svc-Extraordinary Svcs		225,998.00	6,075.00	232,073.00	90,631.21	93,473.33	47,968.46	0.00
11-000-218-104	Salary - Guidance	229,089.00	0.00	229,089.00	143,289.51	85,799.49	0.00	0.00
11-000-218-390	Guidance - Prof Svc - FMB	7,400.00	0.00	7,400.00	0.00	0.00	7,400.00	0.00
11-000-218-600	General Supplies	1,483.00	0.00	1,483.00	899.59	0.00	583.41	0.00
Other Support Svc-Students-Reg		237,972.00	0.00	237,972.00	144,189.10	85,799.49	7,983.41	0.00
11-000-219-104	Salary - CST	243,766.00	0.00	243,766.00	155,664.73	88,101.27	0.00	0.00
11-000-219-105	Salary - Secretary	46,529.00	0.00	46,529.00	30,270.72	16,258.28	0.00	0.00
11-000-219-390	Purch Prof Svcs	11,240.00	3,916.73	15,156.73	8,983.75	0.00	6,172.98	0.00
11-000-219-600	General Supplies	2,336.00	534.97	2,870.97	2,185.75	621.00	64.22	0.00
11-000-219-800	Other Objects	1,340.00	124.30	1,464.30	1,329.00	135.30	0.00	0.00
Other Support Svc-Students-Spec		305,211.00	4,576.00	309,787.00	198,433.95	105,115.85	6,237.20	0.00
11-000-221-104	Curriculum Salary	103,227.00	0.00	103,227.00	78,607.48	24,619.52	0.00	0.00
11-000-221-320	Purch Prof Svcs	30,000.00	(1,530.85)	28,469.15	6,379.34	0.00	22,089.81	0.00
11-000-221-600	Curriculum - General Supplies	5,200.00	1,530.85	6,730.85	6,025.85	0.00	705.00	0.00
Improvement of Instruction		138,427.00	0.00	138,427.00	91,012.67	24,619.52	22,794.81	0.00
11-000-222-100	Salary	101,399.00	0.00	101,399.00	49,957.91	51,441.09	0.00	0.00
11-000-222-177	Tech Coord Salaries	68,685.00	0.00	68,685.00	45,954.38	22,730.62	0.00	0.00
11-000-222-300	Purch Prof Svcs	7,000.00	0.00	7,000.00	5,886.83	0.00	1,113.17	0.00
11-000-222-600	Media - Supplies - LPS	2,200.00	0.00	2,200.00	628.76	0.00	1,571.24	0.00
Library and Educ Media		179,284.00	0.00	179,284.00	102,427.88	74,171.71	2,684.41	0.00
11-000-223-320	Purch Prof Svcs	34,000.00	(2,093.95)	31,906.05	2,497.84	2,189.98	27,218.23	0.00
11-000-223-600	Materials/Supplies	400.00	1,285.00	1,685.00	1,674.12	0.00	10.88	0.00
Instr. Staff Training Svcs		34,400.00	(808.95)	33,591.05	4,171.96	2,189.98	27,229.11	0.00
11-000-230-100	Salaries	189,907.00	0.00	189,907.00	123,371.36	66,535.64	0.00	0.00
11-000-230-331	Legal Services	10,000.00	10,789.00	20,789.00	20,789.50	0.00	(0.50)	0.00
11-000-230-332	Audit Fees	27,000.00	12.00	27,012.00	27,012.00	0.00	0.00	0.00
11-000-230-334	Arch &Engineer Fees	3,000.00	(3,000.00)	0.00	0.00	0.00	0.00	0.00
11-000-230-339	Arch &Engineer Fees	7,200.00	745.20	7,945.20	6,945.20	1,000.00	0.00	0.00
11-000-230-530	Communications/Telephone	42,200.00	10,232.22	52,432.22	35,401.22	17,031.00	0.00	0.00
11-000-230-585	BOE Other Purchased Services	3,837.00	(3,837.00)	0.00	0.00	0.00	0.00	0.00
11-000-230-590	Other Purchased Services (400-500 Series)	10,100.00	9,717.00	19,817.00	9,949.01	9,867.99	0.00	0.00
11-000-230-610	General Supplies	3,700.00	(1,594.49)	2,105.51	2,105.51	0.00	0.00	0.00
11-000-230-890	Other Objects	3,050.00	(1,632.55)	1,417.45	1,413.45	0.00	4.00	0.00
11-000-230-895	BOE - Other Objects	10,000.00	(1,493.30)	8,506.70	8,496.70	0.00	10.00	0.00
Support Svc-General Admin		309,994.00	19,938.08	329,932.08	235,483.95	94,434.63	13.50	0.00

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Fund 11 (Current Expense Fund)

Expend. Account #	Account Title	Original Bgt	New App/Trnsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
11-000-240-103	Salary - Principal	175,063.00	0.00	175,063.00	116,203.48	58,859.52	0.00	0.00
11-000-240-105	Secretarial Salary	47,541.00	0.00	47,541.00	30,480.72	17,060.28	0.00	0.00
11-000-240-600	School Admin - Supplies - LPS	3,000.00	(1,293.21)	1,706.79	1,700.00	6.79	0.00	0.00
11-000-240-800	Other Objects	10,850.00	(4,154.96)	6,695.04	3,839.00	0.00	2,856.04	0.00
Support Svc-School Admin		236,454.00	(5,448.17)	231,005.83	152,223.20	75,926.59	2,856.04	0.00
11-000-251-100	Salaries	176,914.00	7.93	176,921.93	120,165.28	56,748.72	7.93	0.00
11-000-251-330	Purch Prof Svcs	24,500.00	(4,621.15)	19,878.85	16,332.56	3,133.30	412.99	0.00
11-000-251-592	Other Purchased Services (400-500 Series)	5,700.00	(5,334.58)	365.42	365.42	0.00	0.00	0.00
11-000-251-600	General Supplies	1,600.00	2,514.37	4,114.37	3,370.75	743.62	0.00	0.00
11-000-251-890	Other Objects	2,625.00	(569.05)	2,055.95	2,039.25	0.00	16.70	0.00
Business Office Support Services		211,339.00	(8,002.48)	203,336.52	142,273.26	60,625.64	437.62	0.00
11-000-252-100	Salaries	50,130.00	401.18	50,531.18	44,287.01	6,244.17	0.00	0.00
11-000-252-340	Admin IT - Other Purch Svcs	34,825.00	23,140.74	57,965.74	52,098.35	5,867.39	0.00	0.00
11-000-252-600	Admin IT Supplies	11,742.00	1,401.22	13,143.22	13,057.12	6.10	80.00	160.00
Admin Inform Tech Support Svcs		96,697.00	24,943.14	121,640.14	109,442.48	12,117.66	80.00	160.00
11-000-261-100	Salaries	69,595.00	1,030.00	70,625.00	49,053.52	21,571.48	0.00	0.00
11-000-261-420	Repairs & Maintenance	374,402.00	35,060.62	409,462.62	82,308.64	101,736.30	225,417.68	0.00
11-000-261-610	General Supplies	78,650.00	(25,249.99)	53,400.01	7,617.83	8,427.60	37,354.58	0.00
Required Maint. of School Fac.		522,647.00	10,840.63	533,487.63	138,979.99	131,735.38	262,772.26	0.00
11-000-262-100	Salaries	304,173.00	0.00	304,173.00	191,232.38	112,940.62	0.00	0.00
11-000-262-300	Purch Prof & Tech Svcs	132,860.00	0.00	132,860.00	34,861.14	37,819.69	60,179.17	0.00
11-000-262-420	Repairs & Maintenance	118,083.00	0.00	118,083.00	173.28	5,700.00	112,209.72	0.00
11-000-262-490	Other Purch Svcs	8,500.00	5,000.00	13,500.00	6,041.68	7,458.32	0.00	0.00
11-000-262-520	Insurance	70,517.00	904.87	71,421.87	71,421.87	0.00	0.00	0.00
11-000-262-610	General Supplies	211,800.00	(5,904.87)	205,895.13	58,272.53	68,482.55	79,140.05	0.00
11-000-262-621	Energy - Natural Gas	70,000.00	0.00	70,000.00	39,690.29	30,309.71	0.00	0.00
11-000-262-622	Energy - Electricity	165,000.00	0.00	165,000.00	63,473.00	82,300.21	19,226.79	0.00
11-000-262-626	Energy - Gasoline	3,000.00	0.00	3,000.00	261.75	2,738.25	0.00	0.00
11-000-262-800	Other Objects	12,585.00	0.00	12,585.00	1,352.82	0.00	11,232.18	0.00
Other Oper. & Maint. of Plant		1,096,518.00	0.00	1,096,518.00	466,780.74	347,749.35	281,987.91	0.00
11-000-263-100	Salary	66,166.00	(3,054.88)	63,111.12	25,445.45	35,720.55	1,945.12	0.00
11-000-263-610	General Supplies	5,300.00	3,054.88	8,354.88	2,451.49	5,903.39	0.00	0.00
Care & Upkeep of Grounds		71,466.00	0.00	71,466.00	27,896.94	41,623.94	1,945.12	0.00
11-000-266-420	Repairs & Maintenance	7,000.00	0.00	7,000.00	4,676.70	0.00	2,323.30	0.00
11-000-266-610	General Supplies	113,140.00	0.00	113,140.00	60,657.55	2,200.92	50,281.53	5,886.83
Security		120,140.00	0.00	120,140.00	65,334.25	2,200.92	52,604.83	5,886.83
11-000-270-160	Salary - Regular Ed	39,484.00	0.00	39,484.00	26,322.72	13,161.28	0.00	0.00
11-000-270-161	Salary - Special Ed	27,885.00	0.00	27,885.00	15,107.66	12,777.34	0.00	0.00
11-000-270-390	Other Purch Svcs	4,400.00	1,200.00	5,600.00	5,600.00	0.00	0.00	0.00
11-000-270-503	Aid in Lieu - NP Pymts	21,000.00	0.00	21,000.00	6,522.30	8,510.94	5,966.76	0.00
11-000-270-505	Aid in Lieu - School Choice	23,000.00	0.00	23,000.00	1,884.44	8,044.48	13,071.08	0.00
11-000-270-511	Contr Svcs - Home/Sch	506,000.00	0.00	506,000.00	254,459.84	248,398.14	3,142.02	0.00
11-000-270-512	Contr Svcs - Field Trips	20,000.00	(1,200.00)	18,800.00	4,770.00	9,230.00	4,800.00	0.00
11-000-270-513	Contr Svcs - Jointures	7,500.00	0.00	7,500.00	2,919.48	0.00	4,580.52	680.52
11-000-270-514	Contr Svcs - Special Ed	590,230.00	0.00	590,230.00	214,897.27	375,332.73	0.00	0.00
11-000-270-610	Supplies	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00	0.00
Student Transportation Svcs		1,241,499.00	0.00	1,241,499.00	532,483.71	675,454.91	33,560.38	680.52
11-000-291-220	Social Security	300,000.00	(26,429.00)	273,571.00	191,848.52	8,151.48	73,571.00	0.00
11-000-291-240	DCRP	30,000.00	0.00	30,000.00	12,975.60	0.00	17,024.40	819.58
11-000-291-241	Other Retirements	130,000.00	0.00	130,000.00	1,367.04	0.00	128,632.96	0.00
11-000-291-250	Unemployment Acct	30,000.00	0.00	30,000.00	0.00	0.00	30,000.00	0.00
11-000-291-260	Workman's Comp	54,600.00	0.00	54,600.00	40,505.11	13,501.69	593.20	0.00
11-000-291-270	Health Benefits	1,256,968.00	46,546.54	1,303,514.54	847,948.32	434,037.16	21,529.06	103,874.66
11-000-291-280	Tuition Reimbursement	53,500.00	0.00	53,500.00	5,741.55	12,004.05	35,754.40	0.00
11-000-291-290	Other Employee	38,850.00	0.00	38,850.00	8,659.50	0.00	30,190.50	0.00
Employee Benefits		1,893,918.00	20,117.54	1,914,035.54	1,109,045.64	467,694.38	337,295.52	104,694.24
606	Increase in Maint Rsv	0.00	0.00	0.00	9,710.00	0.00	(9,710.00)	0.00
	Grand Totals for fund 11:	16,276,032.00	10,767.24	16,286,799.24	9,066,600.21	5,798,407.67	1,421,791.36	182,902.11

Fund 12 (Capital Outlay Fund)

Expend. Account #	Account Title	Original Bgt	New App/Trnsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
604	Increase in Cap Rsv	50.00	0.00	50.00	50.00	0.00	0.00	$0.00

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Expend. Account #	Account Title	Original Bgt	New App/Trnsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
12-000-400-334	Architectural/Engineering Svcs	137,750.00	0.00	137,750.00	0.00	0.00	137,750.00	0.00
12-000-400-390	Purch Prof Svcs	75,700.00	0.00	75,700.00	15,250.00	24,650.00	35,800.00	0.00
12-000-400-450	Construction Svcs	825,000.00	0.00	825,000.00	0.00	0.00	825,000.00	0.00
12-000-400-896	Assessment for Debt Service	36,039.00	0.00	36,039.00	36,039.00	0.00	0.00	0.00
Facil Acquisition/Constr		1,074,489.00	0.00	1,074,489.00	51,289.00	24,650.00	998,550.00	0.00
	Grand Totals for fund 12:	1,074,539.00	0.00	1,074,539.00	51,339.00	24,650.00	998,550.00	0.00
	Grand Totals for all Subfunds of Fund 10:	17,466,690.00	66,481.24	17,533,171.24	9,208,329.21	5,904,500.67	2,420,341.36	186,663.11

Pursuant to N.J.A.C. 6A:23A-16.10(c)3, I certify that as of the date of this report no budgetary line item account has encumbrances and expenditures which in total exceed the line item appropriation in violation of 6A:23A-16.10(a).

Nicole Sylvester

Nicole Sylvester, Bus Admin/Bd Secy

3-4-2021

Date

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Interim Balance Sheet

ASSETS AND RESOURCES

ASSETS			
101 Cash in checking account	$ 29,766.95		
102-106 Other cash equivalents	$ 0.00		
Total cash		$	29,766.95
111 Investments		$	0.00
114 Investment interest receivable		$	0.00
121 Tax levy receivable		$	0.00
Accounts receivable			
132 Interfund	$ 0.00		
141 Intergovernmental - state	$ 0.00		
142 Intergovernmental - federal	$ 34,969.00		
143 Intergovernmental - other	$ 0.00		
153 Other Accounts Receivable	$ 0.00		
		$	34,969.00
Loans receivable			
131 Interfund	$ 0.00		
151 Other Loans Receivable	$ 0.00		
		$	0.00
199 Other current assets		$	0.00
RESOURCES			
301 Estimated revenues (from adjusted budget)	$ 315,119.49		
302 Less: revenues collected or accrued	$ (210,589.79)		
		$	104,529.70
TOTAL ASSETS AND RESOURCES		$	169,265.65

LIABILITIES AND FUND EQUITY

LIABILITIES		
401 Interfund loans payable	$	0.00
402 Interfund accounts payable	$	0.00
411 Intergovernmental accounts payable - state	$	0.00
412 Intergovernmental accounts payable - federal	$	0.00
413 Intergovernmental accounts payable - other	$	0.00
421 Accounts payable	$	25.97
422 Judgments payable	$	0.00
430 Compensated absences payable	$	0.00
431 Contracts payable	$	0.00
451 Loans payable	$	0.00
481 Deferred revenues	$	49,438.67
499 Other current liabilities	$	0.00
Total liabilities	$	49,464.64

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FUND EQUITY					
Appropriated:					
753 Reserve for encumbrances - current year				$ 58,999.59	
754 Reserve for encumbrances - prior year				$ 0.00	
760 Other reserves				$ 0.00	
771 Designated Fund Balance				$ 0.00	
601 Appropriations			$ 315,119.49		
602 Less: expenditures	$ 195,318.48				
603 Less: encumbrances	$ 58,999.59	$ (254,318.07)	$ 60,801.42		$ 119,801.01
Appropriations less expenditures					
Unappropriated:					
770 Fund Balance, July 1, 2020			$ 0.00		
303 Less: budgeted fund balance			$ 0.00		
Unappropriated fund balance					$ 0.00
Total fund equity					$ 119,801.01
TOTAL LIABILITIES AND FUND EQUITY					$ 169,265.65

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Revenues/Sources of Funds

Acct Group	Group Title	Budgeted Est.	Transfers	Adj. Budget	Act to Date	Unrealized Under/(Over)
Info Only	Revenue Req'd to Balance	0.00	0.00	0.00	43,728.28	(43,728.28)
52xx	From Transfers	0.00	0.00	0.00	0.00	0.00
1xxx	From Local Sources	0.00	14,008.49	14,008.49	13,970.79	37.70
2xxx	From Intermediate Sources	0.00	0.00	0.00	0.00	0.00
3xxx	From State Sources	0.00	0.00	0.00	0.00	0.00
4xxx	From Federal Sources	179,684.00	121,427.00	301,111.00	196,619.00	104,492.00
5xxx	From Other Sources	0.00	0.00	0.00	0.00	0.00
Grand Totals		179,684.00	135,435.49	315,119.49	254,318.07	60,801.42

Fund 20 (Special Revenue Fund)

Account Group	Group Title	Original Bgt	New App/Trnsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
Local Projects		0.00	14,008.49	14,008.49	4,208.49	0.00	9,800.00	0.00
Title I Improving Basic Programs		41,516.00	10,665.00	52,181.00	12,186.44	4,339.32	35,655.24	0.00
Title III English Lang Enhancement		0.00	0.00	0.00	(59.99)	59.99	0.00	59.99
IDEA Part B		115,666.00	35,360.00	151,026.00	101,145.10	49,880.90	0.00	0.00
IDEA (Prog. 251)		5,447.00	1,387.00	6,834.00	4,893.60	553.40	1,387.00	0.00
Title II -A Teacher Training		9,055.00	3,044.00	12,099.00	6,356.00	660.00	5,083.00	0.00
Title IV Drug Free Schools		8,000.00	2,000.00	10,000.00	3,475.00	0.00	6,525.00	0.00
Other Spec Prog		0.00	68,971.00	68,971.00	63,113.84	3,505.98	2,351.18	0.00
	Grand Totals for fund 20:	179,684.00	135,435.49	315,119.49	195,318.48	58,999.59	60,801.42	59.99

Revenues Summary

Acct Group	Group Title	Budgeted Est.	Transfers	Adj. Budget	Act to Date	Unrealized Under/(Over)
Info Only	Revenue Req'd to Balance	0.00	0.00	0.00	43,728.28	(43,728.28)
20-1920-097-001	Local Grant- Safety Grant	0.00	9,800.00	9,800.00	9,800.00	0.00
20-1920-097-003	Sustainable NJ Grant	0.00	37.70	37.70	0.00	37.70
20-1920-097-004	School Nutrition Grant	0.00	1,500.00	1,500.00	1,500.00	0.00
20-1920-097-005	COORD. HEALTH GRANT	0.00	2,670.79	2,670.79	2,670.79	0.00
20-1920-098-001	Parents as Champions	0.00	0.00	0.00	0.00	0.00
20-4411-231-000	Title I	41,516.00	10,665.00	52,181.00	12,186.00	39,995.00
20-4411-231-001	Title I- PY C/O	0.00	0.00	0.00	0.00	0.00
20-4420-250-000	IDEA Part B	115,666.00	35,360.00	151,026.00	101,145.00	49,881.00
20-4420-250-001	IDEA B- PY Carryover	0.00	0.00	0.00	0.00	0.00
20-4421-251-000	IDEA Pre-School	5,447.00	1,387.00	6,834.00	4,486.00	2,348.00
20-4451-260-000	Title II	9,055.00	3,044.00	12,099.00	6,356.00	5,743.00
20-4451-260-001	Title II - PY C/O	0.00	0.00	0.00	0.00	0.00
20-4471-280-000	Title IV-Safe&Drug Free School	8,000.00	2,000.00	10,000.00	3,475.00	6,525.00
20-4471-280-001	Title IV- PY C/O	0.00	0.00	0.00	0.00	0.00
20-4491-241-000	Title III-Eng. Lang. Enhance.	0.00	0.00	0.00	0.00	0.00
20-4530-000-000	CARES Act	0.00	44,005.00	44,005.00	44,005.00	0.00
20-4532-000-000	Coronavirus Relief Fund	0.00	24,966.00	24,966.00	24,966.00	0.00
Grand Totals		179,684.00	135,435.49	315,119.49	254,318.07	60,801.42

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Minimum Expense General Ledger Report

Fund 20 (Special Revenue Fund)

Expend. Account #	Account Title	Original Bgt	New App/Trnsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
20-098-100-420	Safety Grant	0.00	13,970.79	13,970.79	4,170.79	0.00	9,800.00	0.00
20-098-100-600	Instructional Supplies	0.00	37.70	37.70	37.70	0.00	0.00	0.00
Local Projects		0.00	14,008.49	14,008.49	4,208.49	0.00	9,800.00	0.00
20-231-100-100	Title I- Stipends	0.00	13,000.00	13,000.00	0.00	0.00	13,000.00	0.00
20-231-100-600	Title I - Instructional Supply	41,516.00	(11,141.00)	30,375.00	11,946.72	0.00	18,428.28	0.00
20-231-200-300	Prof Tech Services-Support	0.00	997.00	997.00	0.00	0.00	997.00	0.00
20-231-200-600	Supplies and Materials-Support	0.00	7,809.00	7,809.00	239.72	4,339.32	3,229.96	0.00
Title I Improving Basic Programs		41,516.00	10,665.00	52,181.00	12,186.44	4,339.32	35,655.24	0.00
20-270-200-600	Title III-Supplies & Materials	0.00	0.00	0.00	(59.99)	59.99	0.00	59.99
Title III English Lang Enhancement		0.00	0.00	0.00	(59.99)	59.99	0.00	59.99
20-250-100-500	IDEA - Other Purch Svc	115,666.00	35,360.00	151,026.00	101,145.10	49,880.90	0.00	0.00
IDEA Part B		115,666.00	35,360.00	151,026.00	101,145.10	49,880.90	0.00	0.00
20-251-100-100	IDEA Preschool Salaries	5,447.00	1,387.00	6,834.00	4,893.60	553.40	1,387.00	0.00
IDEA (Prog. 251)		5,447.00	1,387.00	6,834.00	4,893.60	553.40	1,387.00	0.00
20-260-100-100	Title II- Stipends	0.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
20-260-200-300	Title II A - Purch Prof Svc	9,055.00	1,044.00	10,099.00	6,356.00	660.00	3,083.00	0.00
Title II -A Teacher Training		9,055.00	3,044.00	12,099.00	6,356.00	660.00	5,083.00	0.00
20-280-100-100	Title IV- Stipends	0.00	1,100.00	1,100.00	0.00	0.00	1,100.00	0.00
20-280-100-300	Title IV- Purchased Services	0.00	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
20-280-100-600	Instructional Supplies	0.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
20-280-200-300	Prof Tech Services-Support	7,200.00	(3,725.00)	3,475.00	3,475.00	0.00	0.00	0.00
20-280-200-600	Supplies and Materials-Support	800.00	1,125.00	1,925.00	0.00	0.00	1,925.00	0.00
Title IV Drug Free Schools		8,000.00	2,000.00	10,000.00	3,475.00	0.00	6,525.00	0.00
20-477-100-100	Stipends- CARES Act	0.00	7,000.00	7,000.00	6,500.00	0.00	500.00	0.00
20-477-100-600	CARES ACT Supplies	0.00	37,005.00	37,005.00	31,647.84	3,505.98	1,851.18	0.00
20-479-100-600	Coronavirus RF- Supplies	0.00	24,966.00	24,966.00	24,966.00	0.00	0.00	0.00
Other Spec Prog		0.00	68,971.00	68,971.00	63,113.84	3,505.98	2,351.18	0.00
	Grand Totals for fund 20:	179,684.00	135,435.49	315,119.49	195,318.48	58,999.59	60,801.42	59.99

Pursuant to N.J.A.C. 6A:23A-16.10(c)3, I certify that as of the date of this report no budgetary line item account has encumbrances and expenditures which in total exceed the line item appropriation in violation of 6A:23A-16.10(a).

Nicole Sylvester, Bus Admin/Bd Secy

3-4-2021
Date

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Interim Balance Sheet

ASSETS AND RESOURCES

ASSETS				
101 Cash in checking account	$	0.26		
102-106 Other cash equivalents	$	0.00		
Total cash			$	0.26
111 Investments			$	0.00
114 Investment interest receivable			$	0.00
121 Tax levy receivable			$	0.00
Accounts receivable				
132 Interfund	$	0.00		
141 Intergovernmental - state	$	0.00		
142 Intergovernmental - federal	$	0.00		
143 Intergovernmental - other	$	0.00		
153 Other Accounts Receivable	$	0.00		
			$	0.00
Loans receivable				
131 Interfund	$	0.00		
151 Other Loans Receivable	$	0.00		
			$	0.00
199 Other current assets			$	0.00
RESOURCES				
301 Estimated revenues (from adjusted budget)	$	965,550.00		
302 Less: revenues collected or accrued	$	(965,550.00)		
			$	0.00
TOTAL ASSETS AND RESOURCES			$	0.26

LIABILITIES AND FUND EQUITY

LIABILITIES		
401 Interfund loans payable	$	0.00
402 Interfund accounts payable	$	0.00
411 Intergovernmental accounts payable - state	$	0.00
412 Intergovernmental accounts payable - federal	$	0.00
413 Intergovernmental accounts payable - other	$	0.00
421 Accounts payable	$	0.00
422 Judgments payable	$	0.00
430 Compensated absences payable	$	0.00
431 Contracts payable	$	0.00
451 Loans payable	$	0.00
481 Deferred revenues	$	0.00
499 Other current liabilities	$	0.00
Total liabilities	$	0.00

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FUND EQUITY					
Appropriated:					
753 Reserve for encumbrances - current year				$ 0.00	
754 Reserve for encumbrances - prior year				$ 0.00	
760 Other reserves				$ 0.00	
771 Designated Fund Balance				$ 0.00	
601 Appropriations		$ 965,550.00			
602 Less: expenditures	$ 965,550.00				
603 Less: encumbrances	$ 0.00	$ (965,550.00)	$ 0.00		
Appropriations less expenditures					$ 0.00
Unappropriated:					
770 Fund Balance, July 1, 2020			$ 0.26		
303 Less: budgeted fund balance			$ 0.00		
Unappropriated fund balance					$ 0.26
Total fund equity					$ 0.26
TOTAL LIABILITIES AND FUND EQUITY					$ 0.26

RECAPITULATION OF FUND BALANCE - CURRENT YEAR ACTIVITY

	Budgeted	Actual	Variance
Appropriations	$ 965,550.00	$ 965,550.00	$ 0.00
Less: Revenues	$ (965,550.00)	$ (965,550.00)	$ 0.00
Subtotal	$ 0.00	$ 0.00	$ 0.00
Less: adjustment to appropriations for Prior Year Encumbrances	$ 0.00	$ 0.00	$ 0.00
Total current year budgeted fund balance	$ 0.00	$ 0.00	$ 0.00
Add: Unappropriated fund balance			$ 0.26
Total of budgeted and unappropriated fund balance			$ 0.26

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Revenues/Sources of Funds

Acct Group	Group Title	Budgeted Est.	Transfers	Adj. Budget	Act to Date	Unrealized Under/(Over)
Recap	From Recap of Fund Balance	0.00	0.00	0.00	0.00	0.00
52xx	From Transfers	0.00	0.00	0.00	0.00	0.00
1xxx	From Local Sources	773,739.00	0.00	773,739.00	773,739.00	0.00
2xxx	From Intermediate Sources	0.00	0.00	0.00	0.00	0.00
3xxx	From State Sources	191,811.00	0.00	191,811.00	191,811.00	0.00
4xxx	From Federal Sources	0.00	0.00	0.00	0.00	0.00
5xxx	From Other Sources	0.00	0.00	0.00	0.00	0.00
Grand Totals		965,550.00	0.00	965,550.00	965,550.00	0.00

Fund 40 (Debt Service Fund)

Account Group	Group Title	Original Bgt	New App/Trnsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
Debt Service-Regular		965,550.00	0.00	965,550.00	965,550.00	0.00	0.00	0.00
	Grand Totals for fund 40:	965,550.00	0.00	965,550.00	965,550.00	0.00	0.00	0.00

Revenues Summary

Acct Group	Group Title	Budgeted Est.	Transfers	Adj. Budget	Act to Date	Unrealized Under/(Over)
Recap	From Recap of Fund Balance	0.00	0.00	0.00	0.00	0.00
40-1210-000-000	Local Tax Levy	773,739.00	0.00	773,739.00	773,739.00	0.00
40-1990-000-000	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
40-3160-000-000	Debt Service Aid Type II	191,811.00	0.00	191,811.00	191,811.00	0.00
Grand Totals		965,550.00	0.00	965,550.00	965,550.00	0.00

Minimum Expense General Ledger Report

Fund 40 (Debt Service Fund)

Expend. Account #	Account Title	Original Bgt	New App/Trnsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
40-701-510-834	Interest on Bonds	180,550.00	0.00	180,550.00	180,550.00	0.00	0.00	0.00
40-701-510-910	Redemption of Principal	785,000.00	0.00	785,000.00	785,000.00	0.00	0.00	0.00
Debt Service-Regular		965,550.00	0.00	965,550.00	965,550.00	0.00	0.00	0.00
	Grand Totals for fund 40:	965,550.00	0.00	965,550.00	965,550.00	0.00	0.00	0.00

Pursuant to N.J.A.C. 6A:23A-16.10(c)3, I certify that as of the date of this report no budgetary line item account has encumbrances and expenditures which in total exceed the line item appropriation in violation of 6A:23A-16.10(a).

Nicole Sylvester, Bus Admin/Bd Secy — Date: 3-4-2021

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Andover Regional Board of Education Minimum Expense Transfer Report

FY2021 Data is Posted to 02/28/21

Line(s)	Budget Catagory	Account	Orig Budget	Prior Encs.	Revs. Allowed	Basis of 10%	Max X-fers	YTD Xfers to(from)	% X-Fered	Remaining Xfers From	Remaining XFers To
84000	Transfer of Funds to Charter Schools	10-000-100-56x	116,119	0	0	116,119	11,612	55,714	48.0	67,326	
3200	Regular Programs - Instruction	11-1XX-100-XXX	2,470,097	0	0	2,470,097	247,012	14,368	0.6	261,378	
10300, 11160, 12160, 40580, 41080	Sp Ed, BS/Rem, BiLing, Speech/OT/PT & Ext Svcs	11-2XX-100-XXX, 11-000-216,217	2,223,621	0	0	2,223,621	222,365	6,075	0.3	228,437	
17100, 17600, 19620, 20620, 21620, 22620, 23620, 25100	Co/Extra-Curr. Activities, Athletics, Other Pgms	11-4XX-X00-XXX	177,252	0	0	177,252	17,725	0	0.0	17,725	
29180	Tuition	11-000-100-XXX	4,393,683	0	0	4,393,683	439,368	(29,285)	-0.7	410,083	
29680, 30620, 41660, 42200, 43620	Attend, Soc Wrk, Heath, Guidance, CST, Library	11-000-211,213,218, 219,222	1,037,880	0	0	1,037,880	103,790	4,576	0.4	108,364	
43200, 44180	Improve Inst. & Staff Training	11-000-221,223	172,827	0	0	172,827	17,283	(809)	-0.5	16,474	
45300	General Administration	11-000-230-XXX	309,994	0	0	309,994	31,000	19,938	6.4	50,937	11,061
46160	School Administration	11-000-240-XXX	236,454	0	0	236,454	23,646	(5,448)	-2.3	18,197	29,094
47200, 47620	Central Svcs & Admin Info Technology	11-000-25X-XXX	308,036	0	0	308,036	30,804	16,941	5.5	47,744	13,863
51120	Operation & Maintenance of Plant Services	11-000-26X-XXX	1,810,771	0	0	1,810,771	181,079	(55,641)	-3.1	125,436	
52480	Student Transportation Services	11-000-270-XXX	1,241,499	0	0	1,241,499	124,150	0	0.0	124,150	
71260	Personal Services - Employee Benefits	11-XXX-XXX-2XX	1,893,918	0	0	1,893,918	189,392	(26,429)	-1.4	162,963	
75880	Equipment	12-xxx-xxx-73x	0	0	0	0	0	0	----	0	
76260	Facilities Acquisition & Construction	12-000-4xx-xxx	1,074,489	0	0	1,074,489	107,449	0	0.0	107,449	
76340	Cap Rsv - Transfer Repayment of Debt	12-000-4xx-933	0	0	0	0	0	0	----	0	

School Business Administrator Signature

3-4-2021
Date

Note: Underlined Expenditure Accounts are Admin accounts limited to 10% transers IN as well as OUT.

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DRAFT

Andover Regional Board of Education Virtual Regular Meeting – February 24, 2021

Attendance:

Present: Ms. Vincenia Annuzzi, Mrs. Rebecca Bearden, Mrs. Jessica Brennan, Mr. Daniel Cruz, Mrs. Maria Dunbar, Mr. James Fetcho, Mr. Steven Minnick and Mr. William Porter

Also Present: Mr. Dennis Tobin, Interim Superintendent
Ms. Nicole Sylvester, School Business Administrator/Board Secretary
19 members of the public and staff, watching via YouTube stream

Not Present: Dr. Robert Koroski

I. INTRODUCTORY ITEMS

Vice President Dunbar called the meeting to order at 7:30 p.m.

Pledge of Allegiance: Mrs. Dunbar led the flag salute.

Mission Statement: Mrs. Dunbar read the mission statement:

Andover Regional Schools prepare students to successfully meet the challenges of today and tomorrow by fostering a love of learning. Our safe, supportive, and stimulating environment encourages students to reach their full potential. It is an expectation that all students shall achieve the New Jersey Core Curriculum Content Standards at all grade levels. In Andover Regional, every child catches the learning spirit!

Public Meeting Notice: Vice President Dunbar read the following public meeting notice:

"The New Jersey Open Public Meetings Act was enacted to insure the right of the public to have advance notice of and to attend the meetings of public bodies at which any business affecting their interests is either discussed or acted upon. The Board has fully complied with the notice requirements by advertising in the New Jersey Herald, posting publicly and by notifying the municipal clerk of the date, time and place of the meeting."

II. EXECUTIVE SESSION: None at this time.

III. PRESENTATION(S):

- Mr. Fleming reported on the Student Safety Data Report.

IV. APPROVAL OF MINUTES:

Mr. Minnick moved and Mrs. Brennan seconded, that the Andover Regional Board of Education approve the minutes of the following Board of Education meeting, as recommended by the Superintendent of Schools.

January 27, 2021 Regular Minutes

Roll Call Vote:

Yes: Mrs. Bearden, Mrs. Brennan, Mrs. Dunbar, Mr. Fetcho, Mr. Minnick and Mr. Porter

No: None

Abstain: Ms. Annuzzi and Mr. Cruz

V. COMMITTEE REPORTS:

Board Committees:

Personnel/Policy	Finance/Operations	Curriculum/Instruction
Mr. Porter (Chair)	Ms. Annuzzi (Chair)	Mrs. Dunbar (Chair)
Mr. Cruz	Mrs. Bearden	Mrs. Brennan
Mr. Minnick	Mr. Fetcho	Dr. Koroski

Special Committees/Ad Hoc Assignments:

WHAT	DELEGATE	ALTERNATE(s)
Sussex County School Boards Association	Mr. Cruz	Mr. Porter
NJSBA Delegate Assembly	Mr. Minnick	Mrs. Dunbar
Newton Board of Education Rep.	Mr. Porter	Dr. Koroski
Sussex County Educational Services	Mrs. Dunbar	Mrs. Brennan
Andover Regional Education Foundation	Mrs. Bearden	Dr. Koroski
Andover Regional Parent Teacher Association	Mrs. Bearden	Mrs. Brennan
Township Liaison	Ms. Annuzzi	Mrs. Dunbar
Negotiations	Dr. Koroski	Ms. Annuzzi & Mrs. Bearden
QSAC Committee	Dr. Koroski	Mrs. Brennan
Sick Bank	Dr. Koroski	Ms. Annuzzi & Mrs. Bearden

Tri-District Committee:

Mr. Dennis Tobin, Interim Superintendent

Ms. Nicole Sylvester, Board Secretary
Dr. Rob Koroski, Board President
Mrs. Jessica Brennan, Board Member

Mr. Tobin gave his report on Personnel/Policy which included the school health related plan, paraprofessional new hires and resignation, resignation of a board member, leave of absences, virtual clubs, substitutes and policies, discussion ensued.

Ms. Sylvester gave her report on Finance/Operations which included the school health related plan, feasibility study, financial status of the district and the 2021-2022 budget, CARES Act monies allocated, QSAC review, solar panel productivity and refinancing bonds, discussion ensued.

Mrs. Dunbar gave her report on Curriculum/Instruction which included the health related plan, QSAC, Esports Club, state testing, virtual clubs and auditions for the virtual musical, discussion ensued.

Mr. Tobin reported on the Tri-District Consortium meeting which was held on February 22, 2021 indicating that the Superintendent's reported on their committee reports. He also indicated that all three districts were excited to start the new ESports program, discussion ensued.

Mrs. Bearden reported on the PTA meeting indicating that they now meet the second Thursday of the month. She indicated they provided a grab and go breakfast for teachers and will be doing a book fair in March with prizes to be won for students. She also stated that the PTA is still looking for members and trying to fill the treasurer and secretary positions.

Mr. Porter reported on the Newton Board meeting stating that all districts were happy to start the ESports program and Green announced they were going to start looking to hire a permanent Superintendent.

Tri-District Committee:
Mr. Dennis Tobin, Interim Superintendent
Ms. Nicole Sylvester, Board Secretary
Dr. Rob Koroski, Board President

Mrs. Jessica Brennan, Board Member

VI. SUPERINTENDENT REPORT:

A. Mr. Tobin gave an update on the Health Related School Preparedness Plan.

B. Mr. Tobin stated that we will be back to in person Board meetings starting in March.

C. Mr. Tobin gave his monthly HIB Report.

Mr. Porter moved and Mr. Cruz seconded, that the Andover Regional Board of Education approve the resolution below as presented:

Resolve that the Board of Education accepts the attached HIB Report beginning January 23, 2021 - February 17, 2021, as recommended by the Superintendent of Schools.

Roll Call Vote:

Yes: Ms. Annuzzi, Mrs. Bearden, Mrs. Brennan, Mr. Cruz, Mrs. Dunbar, Mr. Fetcho, Mr. Minnick and Mr. Porter

No: None

Abstain: None

B. Curriculum, Instruction & Assessment: Listed below is the report from **Jennifer Reynolds,** Coordinator of Curriculum, Instruction and Assessment.

- Continue to meet formally and informally with the administrative team regarding operations and virtual learning
- Conduct teacher observations and post observation conferences
- Prepared for and met with the NJDOE representatives for Andover's QSAC visit
- All state testing has been pushed back. The state reports the earliest it may start is April 5.
- Attended a virtual Fundations training along with Mindy Ducharme
- Met multiple times with Tri-District Curriculum representatives
- Attended the Sussex County Curriculum Consortium Professional Development titled: High Quality Instructional Materials Matter
- Hosted a collaborative meeting with local preschools to discuss kindergarten preparedness
- Worked with teachers as a follow up to our CBM training to run the digital Rapid Automatic Naming Assessment with students
- Met with the Superintendent Committee Chair to share and gather information regarding learning acceleration and struggling students
- Presented to the Tri-District Superintendents on the progress of the Tri-District Curriculum Committee

- Working with RTI coordinators at LPS to discuss and review potential materials for next school year
- Working with the RTI committee at FMB to discuss data points and student progress
- Working with an outside data specialist to conduct a data workshop with FMB RTI committee
- Creating and analyzing benchmark literacy data
- Working with NHS on Love of Reading Week videos from Andover Seniors
- Beginning the process One School, One Book Summer initiative
- Viewed a Vocabulary A-Z training webinar
- Attended Virtual Tour of NHS with 8th grade students

C. Technology Report: Listed below is a report from Joseph DeLuca, Technology/Network Systems Administrator.

- Installed 2 additional outdoor cameras at LPS and replaced 18 indoor cameras that displayed poor quality.
- Replaced all indoor cameras at FMB and added 4 where coverage was lacking.
- Installed new cameras in the man trap at each school.
- Met with the Tri-District Technology Committee to plan the creation of the ESports club. Developed the ESports advisor job description. Worked together to identify and solve technical issues with hardware and software.

D. Child Study Team Report: The updates below regarding the District CST and Special Services are prepared by Suzanne Ross, Supervisor of Special Services/LDTC.

In **January 2021** the following meetings were held:

* New Preschool Referral: 1
* New Referrals: CST 3, Speech 0
* Annual Reviews: CST 5, Speech 1
* Eligibility Meetings: CST 7, Speech 0
* Transfer out of district: CST 0, Speech 1
* Transfer into district: CST 0
* Declassified: CST 0 Speech 1
* Newly Classified CST 2, Speech 0
* Other meetings: CST 0, Speech 0, 504 3
* **Total number of IEPs**: **CST 73 Speech 9 = 82**
* **Total number of 504's =28**
* **Total number of RTI Speech Action Plans = (19)**

- Ongoing collaboration with County, State,and tri district schools in regards to future educational planning for students, during virtual learning.
- Attendance at the Sussex County Special Education Directors/Supervisor's Group regarding updates with the NJDOE on special education.

- 2 meetings with the Tri District Special Service Directors to discuss future programming based on student needs, and modifications.
- Virtual attendance Newton High School 8th grade scheduling meeting, and virtual tour of NHS with 8th grade students and staff.
- Collaborated with the Administrative Team regarding preparations for rescheduled QSAC visit.
- Collaborating with the Administrative team members regarding observations and post conferences
- Ongoing collaboration with the district Mental Health team to discuss student/staff and family needs.
- Participated in FMB RTI committee and grade level meetings to discuss student data and progress monitoring.
- Conducted a mandatory 2hr Dyslexia training for staff.
- Participated in a collaborative meeting with local preschools to discuss kindergarten preparedness
- The CST team members have worked with teachers to strategize for specific student needs, observing classroom instruction regularly to help develop plans.
- Conducted Special Education teacher meetings on a monthly basis by school building to gather and/or share information, and work with grade levels on relevant topics. Discussion regarding programming and student placements for 21/22 school

E. Suspension/HIB Reports from Florence M. Burd and Long Pond schools.

F. Principal's Reports from Cindy Mizelle and Bryan Fleming are attached.

VII. SCHOOL BUSINESS ADMINISTRATOR/BOARD SECRETARY REPORT:

- Ms. Sylvester thanked Mr. Cruz for his time and dedication on the Board. She explained that this volunteer job is not an easy one as it includes many hours of their personal time for meetings, committee meetings, etc.
- Ms. Sylvester reported that she has continued working on the 2021-2022 budget and anticipated State Aid numbers to come out tomorrow. She also stated that she and Mr. Tobin would be presenting the budget and holding the public hearing meeting for the submission of the District's preliminary budget in March.
- Ms. Sylvester indicated that the March Board meeting would be held on March 15, 2021.

VIII. PUBLIC PARTICIPATION ON AGENDA ITEMS: None at this time.

IX. ACTION ITEMS:

A. PERSONNEL/POLICY:

Mrs. Brennan made a motion to amend resolution #3 from " effective February 21, 2021 with February 19, 2021 as last day worked" to "effective February 23, 2021 with February 22, 2021 as last day worked". The motion was seconded by Mr. Minnick and approved by a voice vote of all members present.

Mr. Minnick moved and Mr. Porter seconded, that the Andover Regional Board of Education approve resolutions #1-16 as presented:

1. **ParaProfessional Increase Hours**: Approve the following paraprofessional for an increase to 25 hours per week, retroactively to January 25, 2021, as recommended by the Superintendent of Schools.

- Manisha Patel (previously approved for 20 hrs/wk)

2. **ParaProfessional Increase Hours**: Approve the following paraprofessional for an increase to 22.5 hours per week, retroactively to January 25, 2021, as recommended by the Superintendent of Schools.

- Maria Roque (previously approved for 16 hrs/wk)

3. **Resignation**: Approve and accept with best wishes the resignation of Rebecca Conroy, ParaProfessional, effective February 23, 2021 with February 22, 2021 as last day worked, as recommended by the Superintendent of Schools.

4. **Resignation of Board Member:** Approve the resignation with regret, of Board member, Dan Cruz as of February 25, 2021, as recommended by the Superintendent of Schools.

5. **Leave of Absence**: Approve medical leave of absence request from Employee ID #916, commencing on April 2, 2021 through January 2, 2022, (returning to work on January 3, 2022) utilizing a total of 42 illness days with the remainder to be unpaid, as recommended by the Superintendent of Schools.

6. **Leave of Absence**: Approve medical leave of absence request from Employee ID #1172, commencing on February 15, 2021 through May 1, 2021 with a return to work date of May 3, 2021, as unpaid, as recommended by the Superintendent of Schools.

7. **Internship:** Approve Nicholas Moustakas (LPS Teacher) internship through Centenary University for
Learning Disabilities Teacher Consultant under the supervision of Suzanne Ross, Supervisor of Special
Services/LDTC, effective January 18, 2021 through May 2, 2021, as recommended by the Superintendent of Schools.

8. **Classroom Observation**: Approve Gabriela Rivera from Sussex County Community College to observe 5 hours of classroom instruction at the FMB school with cooperating teacher, Debora Anello, between February 25, 2021 and June 30, 2021, as recommended by the Superintendent of Schools.

9. **Virtual After-School Clubs Recommended Advisors:** Approve the temporary, one-time 2020-2021 attached after-school virtual clubs recommended advisors, at $50.00 an hour with maximum stipends as noted on attached, pending a sidebar agreement between the Andover Regional Board of Education and the Andover Regional Education Association, as recommended by the Superintendent of Schools.

10. **Substitute(s) for the 2020-2021 School Year**: Approve the employment of the following substitute for the 2020-2021 school year, pending receipt of all required paperwork, including criminal history clearance, as recommended by the Superintendent of Schools.

Marina Regolizio - Substitute Teacher

11. **First Reading of Policies & Regulations**: Approve the first reading of the following (and attached) policies and regulations, as recommended by the Superintendent of Schools.

Alert 222

A. General Policy and Regulation Guides

P 0145	Board Member Resignation and Removal (M) (Revised)
R 1642	Earned Sick Leave Law (M) (Revised)
P 1643	Family Leave (M) (New)
P 3431.1	Family Leave (M) (Abolished)
P 4431.1	Family Leave (M) (Abolished)
P 3431.3	New Jersey Family Leave Insurance Program (Abolished)
P 4431.3	New Jersey Family Leave Insurance Program (Abolished)
P & R 5330.01	Administration of Medical Cannabis (M) (Revised)
P 7425	Lead Testing of Water in Schools (M) (Revised)
R 7425	Lead Testing of Water in Schools (M) (New)
P & R 7430	School Safety (M) (Abolished)

B. No Child Left Behind Act (NCLB) to Every Student Succeeds Act (ESSA) Policy and Regulation Guides

P 2415	Every Student Succeeds Act (M) (Revised)

P 2415.01	Academic Standards, Academic Asses., and Acct. (M) (Abolished)
P 2415.02	Title I – Fiscal Responsibilities (M) (Revised)
P 2415.03	Highly Qualified Teachers (M) (Abolished)
P 2415.05	Student Surveys, Analysis, and/or Evaluations (M) (Revised)
P & R 2415.20	Every Student Succeeds Act Complaints (M) (Revised)
P 4125	Employment of Support Staff Members (M) (Revised)
P 6360	Political Contributions (M) (Revised)
P 8330	Student Records (M) (Revised)
P 9713	Recruitment by Special Interest Groups (M) (Revised)

12. **Second Reading of Policy Elimination**: Approve the second reading of the elimination of the following policy (attached) as it is no longer relevant, as recommended by the Superintendent of Schools.

P 1649 Federal Families First Coronavirus (COVID-19) Response Act (FFCRA)

13. **ParaProfessional Part-Time New Hire**: Approve the following for the 2020-2021 school year, without benefits, pro-rated to start date and pending receipt of all required paperwork, including criminal history clearance, as recommended by the Superintendent of Schools.

NAME	SCHOOL	ASSIGNMENT	HOURS	STEP	SALARY Pro-rated	EFFECTIVE DATE
Cook, Stephanie	FMB	1:1 Para	25	1	$18,804	TBD

14. **Schedule B Appointment for the 2020-2021 School Year**: Approve the following staff members for the contractual Schedule B positions for the 2020-2021 school year, (virtually during the hybrid/remote school schedules), 4 days a week March 1, 2021 through the end of school year, stipends based on the AREA 2017-2020 Agreement (salary may be subject to adjustment upon conclusion of AREA negotiations and after successor Collective Negotiation Agreement is ratified by the Association and approved by the BOE), as recommended by the Superintendent of Schools.

Schedule B	Stipend	Teacher
FMB Homework Club	$1,400	Brendan Maurice
FMB Homework Club	$1,400	Aimee Dlugos
LPS Homework Club	$1,400	Leo LaBarge
LPS Homework Club	$1,400	Rebecca Morrell

15. **Leave of Absence**: Approve medical leave of absence request from Employee ID #0012, commencing on January 11, 2021 through March 24, 2021, (returning to work on March 25, 2021) utilizing sick days, as recommended by the Superintendent of Schools.

16. **Substitute(s) for the 2020-2021 School Year**: Approve the employment of the following substitute for the 2020-2021 school year, pending receipt of all required paperwork, including criminal history clearance, as recommended by the Superintendent of Schools.

Daniel Gorman - Substitute Custodian

Roll Call Vote:

Yes: Ms. Annuzzi, Mrs. Bearden, Mrs. Brennan, Mr. Cruz, Mrs. Dunbar, Mr. Fetcho, Mr. Minnick and Mr. Porter

No: None

Abstain: None

B. FINANCE/OPERATIONS:

Mr. Minnick moved and Mrs. Brennan seconded, that the Andover Regional Board of Education approve resolutions #1-14 as presented:

1. **Treasurer & Board Secretary's Certification and Report**: Approve the January 2021 Board Secretary's and Treasurer's Reports pursuant to N.J.A.C. 6A:23-16.10(c)3, we certify that as of January 2021 after review of the secretary's monthly financial report (appropriations section) and upon consultation with the appropriate district officials, to the best of our knowledge no major account or fund has been over-expended in violation of N.J.A.C. 6A:23A-16.10(c)4, and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year, as recommended by the Superintendent of Schools.

3. **Bills List**: Approve/accept the Bills List from January 28, 2021 through February 24, 2021 for a total of $2,028,641.07 as recommended by the Superintendent of Schools.

4. **Petty Cash**: Approve/accept the Petty Cash Checking Account Report for January 2021, as recommended by the Superintendent of Schools.

5. **Transfers**: Approve/accept the Transfer Report for January 2021, as recommended by the Superintendent of Schools.

6. **Tuition Contract with Newton**: Approve the tuition contract with Newton School District for Student #7610184263 at an annual tuition rate of $19,067 for the 2020-2021 school year plus services for speech, OT, PT and ABA to be billed separately, as recommended by the Superintendent of Schools.

7. **Tuition Contract with Newton**: Approve the tuition contract with Newton School District for Student #5028768068 at an annual tuition rate of $19,067 for the 2020-2021 school year plus services for speech, OT, PT and ABA to be billed separately, as recommended by the Superintendent of Schools.

8. **2021-2022 SEMI Waiver:** Approves the waiver of Requirements Special Education Medicaid Initiative (SEMI) Program:

Whereas, NJAC 6A:23A-5.3 provides that a school district may request a waiver of compliance with respect to the district's participation in the Special Education Medicaid Initiative (SEMI) Program for 2021-2022 school year and,

Whereas, the Andover Regional Board of Education desires to apply for this waiver due to the fact that it projects having fewer than 40 Medicaid eligible classified students;

Therefore be it resolved, that the Andover Regional Board of Education hereby authorizes the Business Administrator to submit to the Executive County Superintendent of Schools in the County of Sussex an appropriate waiver of the requirements of NJAC 6A:23A-5.3 for the 2021-2022 school year as recommended by the Interim Superintendent of Schools.

9. **2021-2022 School Calendar**: Approve the attached Andover Regional District School 2021-2022 school calendar, as recommended by the Superintendent of Schools.

10. **2021-2022 School Year Holiday Schedule for 10 & 12 Month Employees**: Approve the attached holiday schedules calendar for the 2021-2022 school year for the 10 and 12 month employees, as recommended by the Superintendent of Schools.

11. **Building Use for 2020-2021 School Year**: Approve the following building use retroactively, for the Long Pond and/or Florence M. Burd schools, as recommended by the Superintendent of Schools.

NAME OF ORGANIZATION	PURPOSE	DATE REQUESTED	INSURANCE CERTIFICATE	BUILDING
PTA	Breakfast for Staff	2/12/2021	Yes	LPS

12. **Dental Rates**: Approve the flat rate renewal of the two year dental rate to remain at a monthly cost per employee of $120.59, as recommended by the Superintendent of Schools.

13. **LPS Roof Bid Award**: Approves the architectural bids for the Long Pond School partial roof project:

Whereas, pursuant to N.J.S.A. 18A:18A-1, et.seq., the Andover Regional Board of Education ("Board") advertised and solicited bids for the roof project; and

Whereas, the Board received eleven bid responses, which were publicly open and read on February 23, 2021; and

Whereas, the following bids were made:

Bidders	**Base Bid**
Laumar Roofing Co.	$437,949
G.C. Dynatech Construction	$610,000
Integrity Roofing, Inc.	$478,340
Billy Contracting & Restoration	$494,800
Galia Construction Inc.	$421,600
USA General Contractors Corp.	$489,000
TNT Construction Group	$432,000
Northeast Roof Maintenance	$437,000
MAK Group	$538,758
Mike's Roofing	$531,000
Advanced Roofing	$409,993

Whereas, the lowest bid received was from Advanced Roofing in the amount of $409,993 for a base bid;

Whereas, the Project Architect has reviewed the bids and recommends awarding the project to Advanced Roofing; and

Whereas, the Board Attorney has reviewed the bids for legal sufficiency and has determined that Advanced Roofing has submitted all the required documents and materials and is, therefore, the lowest responsible and responsive bidder.

Now, therefore, it resolved, by the Andover Regional Board of Education, that a contract is hereby awarded to Advanced Roofing in the amount of $409,993 for the roof project at Andover Regional-Long Pond School.

Be if further resolved that the Board staff and professionals are directed and empowered to take any actions necessary to effectuate the provisions of this resolution.

Be it further resolved that Nicole Sylvester, Business Administrator, is hereby authorized to execute all change orders, with prior Andover Regional Board of Education knowledge and/or approval, and other such documents as may be required to effectuate the provisions of this resolution and the contract to be entered into between the Board and Advanced Roofing. Additionally, the Business Administrator verifies that funds are available for this project in the FY 2021-2022 budget utilizing funds from the Board's capital reserve account, as recommended by the Superintendent of Schools.

14. **2021 Extended School Year**: Approve the Extended School Year program for the period of July 1, 2021 through July 31, 2021 (excluding July 5, 2021 [holiday]), as recommended by the Superintendent of Schools.

Roll Call Vote:

Yes: Ms. Annuzzi, Mrs. Bearden, Mrs. Brennan, Mr. Cruz, Mrs. Dunbar, Mr. Fetcho, Mr. Minnick and Mr. Porter

No: None

Abstain: None

C. CURRICULUM/INSTRUCTION:

Mr. Minnick moved and Mrs. Brennan seconded, that the Andover Regional Board of Education approve resolution #1 as presented:

1. **Professional Development Workshops:** Approve the following professional development, registration fees and mileage reimbursement, as recommended by the Superintendent of Schools.

Name	Program/Location	Date	Fees/Mileage
Jenn Reynolds Mindy DuCharme	Fundations Level K Virtual Launch Workshop Rubinowitz Education Ctr Princeton	February 8, 2021	Registration: $600 (2@$300)
Steve Zanella Catherine Silvernail James Hasten Deb Willemsen	Help Your Students Who Struggle w/Mathematics: Practical, Successful Strategies (Grade 6-12) BER / Virtual	March 3, 2021	Registration: $1,036 (for group)
Cary McNeeley Cotto	Autism Spectrum Masterclass PESI Kids / Webinar	February 24 - 25, 2021	Registration: $439.99 (2@$439.99)

Jennifer Pepe			
Sandra Sica	Virtual Training-To Explore Practical Ways to Use IXL's Real-Time Diagnostic IXL / Virtual	February 17, 2021	Registration: $60.00
Melissa VanBlarcom	54th Annual Conference American Assoc. Of Suicidology (Virtual)	April 21, 2021 (AM) April 22 - 24, 2021 (full days)	Registration: $274 by 2/21 $304 by 3/21

Roll Call Vote:

Yes: Ms. Annuzzi, Mrs. Bearden, Mrs. Brennan, Mr. Cruz, Mrs. Dunbar, Mr. Fetcho, Mr. Minnick and Mr. Porter

No: None

Abstain: None

COMMUNICATIONS TO BOARD: None at this time.

OLD and NEW BUSINESS: Mr. Cruz thanked the Board for their kind words and indicated he was happy to be a part of the change for all children at the Andover schools.

PUBLIC PARTICIPATION ON NON-AGENDA ITEMS:

This public session is designed for members of the public to speak on issues for Board consideration. By law, the Board of Education is under no obligation to respond to public comment. If the Board of Education chooses to respond, it does not waive its right thereafter not to respond. Members of the public are asked to state their name and address for the record.

Below are the comments from the YouTube Stream LiveChat, all questions were answered and discussed, if applicable.

Lauren Seeger
Lauren Seeger

Lauren Seeger
209 Sussex Avenue Newton NJ

Lauren Seeger
Is the 3rd Grade able to become more hybrid at anytime soon?

Lauren Seeger
Thank you

EXECUTIVE SESSION: None at this time.

Adjournment: Mr. Cruz moved to adjourn the meeting, seconded by Mrs. Brennan and approved at 8:39 p.m. and carried by a Unanimous Voice Vote call by all members in attendance.

Respectfully submitted,

Ms. Nicole Sylvester

Business Administrator/Board Secretary

Andover Regional Board of Education Check Register from 2/25/2021 to 3/15/2021 for All Funds

Bank Account Code(s): A,B,C,D,E,H,I Only

Check#	Date	Vendor (Payee)	Amount
A:32016	2/25/21	Andover Regional School Lunch Program	172.75
A:32017	2/25/21	Lowes Home Centers, Inc.	291.51
A:32018	2/25/21	Waste Management of New Jersey, Inc.	1,605.28
A:32019	2/25/21	PENTELEDATA	1,650.00
A:32020	2/25/21	CenturyLink	379.55
A:32021	2/25/21	Municipal Capital Finance	1,557.00
A:32022	2/25/21	Optimum	59.40
D:01198	2/25/21	Maschios Food Services, Inc.	7,569.52
A:N0226	2/26/21	Andover Regional Payroll Agency	319,085.57
A:32023	3/3/21	NJSHBP Division of Pension & Benefits	91,891.56
A:32024	3/4/21	Andover Regional School Lunch Program	7,462.80
A:32025	3/15/21	Allegro School	14,349.30
A:32026	3/15/21	Cara Capela	1,871.58
A:32027	3/15/21	Terranova Group T/A Chapel Hill Academy	7,392.00
A:32028	3/15/21	Franklin Borough Board of Education	2,708.20
A:32029	3/15/21	Morris County Educational Services Commission	9,775.50
A:32030	3/15/21	Newton Board of Education	304,426.20
A:32031	3/15/21	Sussex County Charter School for Technology	20,361.00
A:32032	3/15/21	Windsor Learning Center	7,084.00
A:32033	3/15/21	THE WINDSOR SCHOOL	9,020.00
A:32034	3/15/21	William Grennille	708.33
A:32035	3/15/21	Stephenie M. Neufeld	600.00
A:32036	3/15/21	AC Daughtry, Inc.	3,329.88
A:32037	3/15/21	Aurora Electrical Supply Co., LLC	463.00
A:32038	3/15/21	Campbells Small Engine Sales & Service, Inc.	38.53
A:32039	3/15/21	Booksource	265.34
A:32040	3/15/21	Brookaire Company, LLC	1,278.38
A:32041	3/15/21	Bureau of Education & Research	1,036.00
A:32042	3/15/21	Campbells Small Engine Sales & Service, Inc.	4.48

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Check#	Date	Vendor (Payee)	Amount
A:32043	3/15/21	Cascade School Supplies, Inc.	67.07
A:32044	3/15/21	CenturyLink	47.66
A:32045	3/15/21	Danforth's, Inc.	121.78
A:32046	3/15/21	Aramsco, Inc.	8,965.85
A:32047	3/15/21	First Student, Inc.	47,143.69
A:32048	3/15/21	Granite Telecommunications, LLC	559.91
A:32049	3/15/21	HEINEMANN	4,046.63
A:32050	3/15/21	J & B Therapy, LLC	8,875.38
A:32051	3/15/21	LogMeIn Communications, Inc.	1,762.08
A:32052	3/15/21	MGL FORMS-SYSTEMS, LLC	72.00
A:32053	3/15/21	Morris County Educational Services Commission	135.30
A:32054	3/15/21	Moving Minds by Gopher	1,974.96
A:32055	3/15/21	Municipal Capital Finance	1,557.00
A:32056	3/15/21	Newton Board of Education	93,273.75
A:32057	3/15/21	NEWTON WATER AND SEWER UTILITY	910.92
A:32058	3/15/21	Parette Somjen Architects LLC	15,350.00
A:32059	3/15/21	R&L Data Centers, Inc.	771.29
A:32060	3/15/21	SHI International Corp	263.64
A:32061	3/15/21	STAPLES BUSINESS ADVANTAGE	56.02
A:32062	3/15/21	STAPLES BUSINESS ADVANTAGE	275.45
A:32063	3/15/21	STAPLES BUSINESS ADVANTAGE	313.50
A:32064	3/15/21	Ansor Solar, LLC	404.74
A:32065	3/15/21	Sussex County Regional Cooperative	33,320.34
A:32066	3/15/21	Sussex County Technical School	9,266.10
A:32067	3/15/21	ePLUS Technology, Inc.	620.00
A:32068	3/15/21	The Home Depot Pro	259.50
A:32069	3/15/21	Newton Board of Education	1,680.80
A:32070	3/15/21	The Home Depot Pro	2,804.88
A:32071	3/15/21	STAPLES BUSINESS ADVANTAGE	115.01

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Bank Account Code(s): A,B,C,D,E,H,I Only

Check#	Date	Vendor (Payee)	Amount
A:32072	3/15/21	911inform, LLC	1,890.00
A:32073	3/15/21	SICA;SANDRA	60.00
A:32074	3/15/21	Atlantic Training Center	360.00
A:32075	3/15/21	New Jersey Association of School Business Offici	75.00
A:32076	3/15/21	AC Daughtry, Inc.	162.99
A:32077	3/15/21	Cascade School Supplies, Inc.	159.83
A:32078	3/15/21	Newton Board of Education	11,046.93
A:32079	3/15/21	STAPLES BUSINESS ADVANTAGE	377.74
A:32080	3/15/21	STAPLES BUSINESS ADVANTAGE	43.94
A:N0315	3/15/21	Andover Regional Payroll Agency	320,148.47
D:01199	3/15/21	Christina Hendricks	34.70
I:03462	3/15/21	Beat by Beat Press	249.00

The Grand Total of all Checks from Fund 10 is:	59,043.73
The Grand Total of all Checks from Fund 11 is:	1,284,276.69
The Grand Total of all Checks from Fund 12 is:	15,350.00
The Grand Total of all Checks from Fund 20 is:	19,536.87
The Grand Total of all Checks from Fund 60 is:	7,604.22
The Grand Total of all Checks from Fund 95 is:	249.00
The Grand total of all checks for this period is:	1,386,060.51

Board president

Board Secretary

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RESOLUTION OF THE BOARD OF EDUCATION OF THE ANDOVER REGIONAL SCHOOL DISTRICT IN THE COUNTY OF SUSSEX, NEW JERSEY, AMENDING AND SUPPLMENTING THE RESOLUTION ADOPTED ON SEPTEMBER 23, 2020 AUTHORIZING CERTAIN ACTIONS NECESSARY IN CONNECTION WITH THE SALE AND ISSUANCE OF NOT TO EXCEED $2,750,000 AGGREGATE PRINCIPAL AMOUNT OF REFUNDING SCHOOL BONDS AND AUTHORIZING THE APPROPRIATE OFFICIALS TO DO ALL ACTS AND THINGS DEEMED NECESSARY AND ADVISABLE IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF SAID BONDS

WHEREAS, on June 15, 2012, The Board of Education of the Andover Regional School District in the County of Sussex, New Jersey (the "Board" when referring to the governing body and the "School District" when referring to the territorial boundaries governed by the Board) issued $4,425,000 aggregate principal amount of tax-exempt Refunding School Bonds, Series 2012, dated June 15, 2012 (the "2012 Refunding School Bonds"); and

WHEREAS, the Board has determined that the current interest rate environment may enable it to realize going-forward debt service savings for property taxpayers residing in the School District through the issuance by the Board of Refunding School Bonds (the "Refunding School Bonds") to refund all or a portion of the $2,430,000 aggregate principal amount of the outstanding 2012 Refunding School Bonds maturing on February 15 in the years 2023 through 2030, inclusive (the "Refunded Bonds"); and

WHEREAS, the Board introduced a refunding school bond ordinance (the "Refunding Bond Ordinance") on first reading by resolution of the Board on August 25, 2020, and

WHEREAS, on September 23, 2020, the Board held a public hearing and finally adopted the Refunding Bond Ordinance;

WHEREAS, the Board has determined to issue and sell such Refunding School Bonds; and

WHEREAS, the Board now desires to amend and to supplement certain actions previously authorized in connection with the sale and issuance of the Refunding School Bonds.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE ANDOVER REGIONAL SCHOOL DISTRICT IN THE COUNTY OF SUSSEX, NEW JERSEY, AS FOLLOWS:

SECTION 1. There is hereby delegated to the Business Administrator/Board Secretary, subject to the limitations contained herein and in consultation with Wilentz, Goldman & Spitzer, P.A., Woodbridge, New Jersey, Bond

Counsel to the Board ("Bond Counsel"), and Phoenix Advisors, LLC, as Municipal Advisor to the Board (the "Municipal Advisor"), the power with respect to the Refunding School Bonds, which may be sold in one or more series, to determine and carry out the following:

a) the sale of the Refunding School Bonds at private sale, provided that the purchase price paid by the purchaser thereof shall not be less than ninety-five percent (95%) of the principal amount of the Refunding School Bonds so sold;

b) the principal amount of Refunding School Bonds to be issued, provided that (i) such amount shall not exceed $2,750,000, and (ii) such amount shall not exceed the amount necessary to pay the costs of issuance associated with the Refunding School Bonds and to fund the deposit to the escrow fund as set forth in the Escrow Deposit Agreement (as defined herein) in an amount that, when invested, will be sufficient to provide for the timely payments required for the Refunded Bonds;

c) the maturity dates and the principal amount of each maturity or sinking fund redemption amount of the Refunding School Bonds, provided that no Refunding School Bonds refunding the Refunded Bonds shall mature later than the maturity date of the respective Refunded Bonds;

d) the interest payment dates and the interest rates on the Refunding School Bonds, provided that the true interest cost on the Refunding School Bonds shall produce a present value debt service savings of at least three percent (3%) of the principal amount of the Refunded Bonds;

e) the denomination or denominations of and the manner of numbering and lettering the Refunding School Bonds, provided that all Refunding School Bonds of like maturity shall be identical in all respects, except as to denominations, amounts, numbers and letters;

f) provisions for the sale or exchange of the Refunding School Bonds and for the delivery thereof;

g) the form of the Refunding School 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 Refunding School Bonds in accordance with the requirements of The Depository Trust Company, New York, New York, ("DTC"), if necessary, and the Purchase Contract (as defined herein);

h) the direction for the application and investment of the proceeds of the Refunding School Bonds;

i) the terms of redemption of the Refunding School Bonds, if any;

j) the determination to issue such Refunding School Bonds on a current or forward basis;

k) the determination to issue such Refunding Bonds on a taxable or tax-exempt basis;

l) The determination to sell the Bonds to a purchaser (the "Purchaser") as selected by the Business Administrator/Board Secretary, in consultation with the Municipal Advisor after a solicitation process conducted by a placement agent (as selected by the Business Administrator) or by the Municipal Advisor, in accordance with the a commitment letter on a current or forward delivery basis, if required, to be entered into by and between the Purchaser and the Board pursuant to this resolution.;

m) the determination to sell the Bonds via a public offering to an underwriter(s) (the "Underwriter") to be selected by the Business Administrator in consultation with the Municipal Advisor; and

n) any other provisions deemed advisable by the Business Administrator/Board Secretary not in conflict with the provisions hereof.

In addition, the issuance of the Refunding School Bonds shall comply with the provisions of N.J.A.C. 5:30-2.5, including that within ten (10) days of the date of the closing on the Refunding School Bonds, the Business Administrator/Board Secretary shall file a report with the Local Finance Board within the Division of Local Government Services, New Jersey Department of Community Affairs setting forth (a) a comparison of the Refunding School Bonds' debt service and the Refunded Bonds' debt service, which comparison shall set forth the present value savings achieved by the issuance of the Refunding School Bonds; (b) a summary of the issuance of the Refunding School Bonds; (c) an itemized accounting of all costs of issuance in connection with the issuance of the Refunding School Bonds; and (d) a certification of the Business Administrator/Board Secretary that (i) all of the conditions of Section (b) of N.J.A.C. 5:30-2.5 have been met, and (ii) this resolution authorizing the issuance of the Refunding School Bonds, adopted pursuant to 18A:24-61.5(b), was approved by a two-thirds vote of the full membership of the Board.

The Business Administrator/Board Secretary shall execute a certificate evidencing the determinations or other actions taken pursuant to the authority granted hereunder, and any such certificate shall be conclusive evidence of the actions or determinations of the Business Administrator/Board Secretary as to the matters stated therein.

SECTION 2. The President and/or Vice President of the Board are hereby authorized and directed to execute by manual or facsimile signature the Refunding School Bonds in the name of the Board and the corporate seal (or facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced thereon. The Business

Administrator/Board Secretary is hereby authorized and directed to attest to such signature and to the affixing of said seal to the Refunding School Bonds.

SECTION 3. The Business Administrator/Board Secretary, in consultation with Bond Counsel and the Municipal Advisor, is hereby authorized and directed to approve a Bond Purchase Contract or a Commitment Letter (universally referred to herein as, the "Purchase Contract"), if required, for the Refunding School Bonds, to be dated the date of sale of such Refunding School Bonds and to be executed by the Purchaser. The President, Vice President and/or Business Administrator/Board Secretary are hereby authorized and directed on behalf of the Board to execute and deliver said Purchase Contract.

SECTION 4. The Business Administrator/Board Secretary, in consultation with Bond Counsel and the Municipal Advisor, is hereby authorized and directed to apply, if necessary, and to qualify for the issuance of any policy of municipal bond insurance and to approve a Commitment for Municipal Bond Insurance (the "Commitment") setting forth the terms and conditions (including premium charges) upon which a bond insurer proposes to issue its bond insurance policy covering the Refunding School Bonds. The Business Administrator/Board Secretary is hereby authorized and directed on behalf of the Board to execute and deliver said Commitment.

SECTION 5. The Business Administrator/Board Secretary, in consultation with Bond Counsel and the Municipal Advisor, is hereby authorized and directed to approve the Escrow Deposit Agreement (the "Escrow Deposit Agreement") with an escrow agent (the "Escrow Agent") to be selected by the Business Administrator/Board Secretary, in consultation with Bond Counsel and the Municipal Advisor, with respect to the Refunded Bonds, to be dated the date of the closing on the Refunding School Bonds. The President and Vice President of the Board are hereby authorized and directed to execute and deliver the Escrow Deposit Agreement in the name of the Board and the corporate seal (or facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced thereon. The Business Administrator/Board Secretary is hereby authorized and directed to attest to such signature and to the affixing of said seal to the Escrow Deposit Agreement. The Municipal Advisor is hereby authorized to act as the agent and representative of the Board for the purpose of subscribing for the purchase of United States Treasury Securities – State and Local Government Series to be held by the Escrow Agent. In the alternative, if United States Treasury Securities – State and Local Government Series are not available, the Municipal Advisor is hereby authorized to seek bids for the acquisition of United States Treasury Securities – Open Market Securities.

SECTION 6. The Business Administrator/Board Secretary is hereby authorized and directed to select a verification agent (the "Verification Agent"), if required, in consultation with Bond Counsel and the Municipal Advisor, with respect to the Refunded Bonds. The Verification Agent shall prepare the verification report required to verify the sufficiency of the escrowed monies to refund the Refunded Bonds.

SECTION 7. It is hereby delegated to the Business Administrator/Board Secretary the authority to "deem final" (as defined under Rule 15c2-12, as amended

and supplemented (the "Rule") promulgated by the Securities and Exchange Act of 1934, as amended and supplemented) a Preliminary Official Statement (the "Preliminary Official Statement"), if necessary, and such officials are hereby authorized and directed to execute and deliver a certificate to the Underwriter evidencing the same. The preparation and distribution by the Board, in consultation with Bond Counsel, and counsel to the Underwriter, if any, of a Preliminary Official Statement for the Refunding School Bonds to be used in connection with the marketing of such Refunding School Bonds, is hereby approved and any previous actions undertaken by various representatives and officers of the Board with respect thereto are hereby ratified and confirmed. Upon the sale of the Refunding School Bonds to the Underwriter, the Preliminary Official Statement shall be so modified by the Business Administrator/Board Secretary, in consultation with Bond Counsel, to reflect the effect of the pricing of the Refunding School Bonds and the Purchase Contract and any other revision not inconsistent with the substance thereof deemed necessary or advisable by Bond Counsel, and said Preliminary Official Statement as so modified shall constitute the final Official Statement (the "Official Statement"). The Business Administrator/Board Secretary is authorized and directed on behalf of the Board to execute and deliver said Official Statement.

SECTION 8. The Board hereby covenants and agrees that it will comply with and carry out all of the provisions of a Continuing Disclosure Certificate (the "Certificate") which will set forth the obligation of the Board to file budgetary, financial and operating data on an annual basis and notices of certain enumerated events deemed material in accordance with the provision of the Rule. The Business Administrator/Board Secretary is hereby authorized and directed to execute and deliver this 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 Refunding School 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 9. The President, Vice President and Business Administrator/Board Secretary or any other appropriate officer or representative of the Board, are hereby authorized and directed to execute and deliver any and all documents and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this resolution, the Purchase Contract, the Escrow Deposit Agreement and the Commitment, and for the authorization, sale and issuance of the Refunding School Bonds. The execution by such officials and officers of any such documents, with changes, insertions or omissions approved by the Business Administrator/Board Secretary, in consultation with Bond Counsel, as hereinabove provided, shall be conclusive and no further ratification or other action by the Board shall be required with respect thereto.

SECTION 10. If the Refunding Bonds are issued on a federally tax exempt basis, the Board hereby covenants to maintain the exclusion from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") of the interest on the Refunding School Bonds. There is hereby delegated to the Business

Administrator/Board Secretary the ability to designate the Refunding School Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3)(B)(ii) of the Code.

SECTION 11. All other resolutions adopted in connection with the Refunding School Bonds and inconsistent herewith are hereby rescinded to the extent of such inconsistency.

SECTION 12. This resolution shall take effect immediately.

The foregoing resolution was adopted by the following roll call vote on March 15, 2021.

Recorded Vote

AYE:

NAY:

ABSTAIN:

ABSENT:

CERTIFICATION

I, NICOLE SYLVESTER, Business Administrator/Board Secretary of The Board of Education of the Andover Regional School District in the County of Sussex, New Jersey (the "Board"), DO HEREBY CERTIFY that the annexed resolution entitled, **"RESOLUTION OF THE BOARD OF EDUCATION OF THE ANDOVER REGIONAL SCHOOL DISTRICT IN THE COUNTY OF SUSSEX, NEW JERSEY, AMENDING AND SUPPLMENTING THE RESOLUTION ADOPTED ON SEPTEMBER 23, 2020 AUTHORIZING CERTAIN ACTIONS NECESSARY IN CONNECTION WITH THE SALE AND ISSUANCE OF NOT TO EXCEED $2,750,000 AGGREGATE PRINCIPAL AMOUNT OF REFUNDING SCHOOL BONDS AND AUTHORIZING THE APPROPRIATE OFFICIALS TO DO ALL ACTS AND THINGS DEEMED NECESSARY AND ADVISABLE IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF SAID BONDS",** is a copy of a resolution which was duly adopted by the Board at a meeting duly called and held on March 15, 2021, in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., at which meeting a quorum was present and acting throughout and which resolution has been compared by me with the original thereof as contained in the minutes as officially recorded in my office in the Minute Book of the Board and is a true, complete and correct copy thereof and the aforesaid resolution has not been repealed, amended or rescinded but remains in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Board this ____ day of _____, 2021.

(SEAL)

_____

NICOLE SYLVESTER,
Business Administrator/
Board Secretary

EXHIBIT A (subject to change)

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 R-___

PRINCIPAL SUM $_____

UNITED STATES OF AMERICA
STATE OF NEW JERSEY
THE BOARD OF EDUCATION OF THE
ANDOVER REGIONAL SCHOOL DISTRICT
IN THE COUNTY OF SUSSEX, NEW JERSEY

REFUNDING SCHOOL BOND, SERIES 2020
(FEDERALLY TAXABLE)

DATE OF ORIGINAL ISSUE	MATURITY DATE	RATE OF INTEREST PER ANNUM	CUSIP NUMBER
_____, 2020	February 15, ___	____%	034339___

THE BOARD OF EDUCATION OF THE ANDOVER REGIONAL SCHOOL DISTRICT IN THE COUNTY OF SUSSEX, 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 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, 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 on February 15, 2021 and semi-annually thereafter on the fifteenth day of August and February in each year until maturity or prior redemption. Principal of and interest on this Bond will be paid to the Securities Depository by the Board or its duly appointed paying agent and will be credited to the participants of DTC, as listed on the records of DTC, as of each February 1 and August 1 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 are not subject to redemption prior to their stated maturities.

This Bond is authorized and issued pursuant to: (i) title 18A of the New Jersey Statutes, as amended and supplemented; (ii) a refunding bond ordinance enacted and adopted by the Board on September 23, 2020; and (iii) a resolution adopted by the Board on September 23, 2020 (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 ANDOVER REGIONAL SCHOOL DISTRICT IN THE COUNTY OF SUSSEX, 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 ANDOVER REGIONAL SCHOOL DISTRICT IN THE COUNTY OF SUSSEX, NEW JERSEY

(SEAL)

By: [form, do not execute]
,
President

ATTEST:

By: [form, do not execute]
NICOLE SYLVESTER,
Business Administrator/
Board Secretary

ANDOVER REGIONAL SCHOOL DISTRICT
707 Limecrest Road
Newton, NJ 07860
Telephone: 973-315-5255 FAX: 973-383-8348

ARSD Monthly Suspension/HIB Report

2/18/21-3/10/21

Suspensions						
	Student ID	**Grade**	**Gender**	**Infraction**	**ISS/OSS**	**# of Days**
FMB						0
LPS						0

Harassment, Intimidation, and Bullying Reports				
	# of Alleged Incidents	# of Confirmed Incidents	Nature of Confirmed Incidents	Hours of Investigation
FMB	0	0		0
LPS	0	0		0

R 1642 EARNED SICK LEAVE LAW

A. Definitions Relative to Policy and Regulation 1642 and the New Jersey Earned Sick Leave Law (Act)

"Act" means the New Jersey Earned Sick Leave Law – N.J.S.A. 34:11D-1. through 34:11D-11.

"Benefit year" means the period of twelve consecutive months, July 1 through June 30, as established by an employer in which an employee shall accrue and use earned sick leave as provided pursuant to N.J.S.A. 34:11D-2, provided that once the starting date of the benefit year is established by the employer it shall not be changed unless the employer notifies the Commissioner of Labor and Workforce Development of the change in accordance with regulations promulgated pursuant to the Act. The Commissioner shall impose a benefit year on any employer the Commissioner determines is changing the benefit year at times or in ways that prevent the accrual or use of earned sick leave by an employee.

"Certified Domestic Violence Specialist" means a person who has fulfilled the requirements of certification as a Domestic Violence Specialist established by the New Jersey Association of Domestic Violence Professionals.

"Child" means a biological, adopted, or foster child, stepchild or legal ward of an employee, child of a domestic partner or civil union partner of the employee.

"Civil union" means a civil union as defined in N.J.S.A. 37:1-29.

"Commissioner" means the Commissioner of Labor and Workforce Development.

"Department" means the Department of Labor and Workforce Development.

"Designated domestic violence agency" means a county-wide organization with a primary purpose to provide services to victims of domestic violence, and which provides services that conform to the core domestic violence services profile as defined by the Division of Child Protection and Permanency in the Department of Children and Families and is under contract with the division for the express purpose of providing the services.

"Domestic or sexual violence" means stalking, any sexually violent offense, as defined in N.J.S.A. 30:4-27.26, or domestic violence as defined in N.J.S.A. 2C:25-19, and N.J.S.A. 17:29B-16.

"Domestic partner" means a domestic partner as defined in N.J.S.A. 26:8A-3.

"Employee" means, for the purposes of Policy and Regulation 1642, an individual engaged in service for compensation to a local school district, regional school district, county vocational school, or charter school of the State who is not provided with sick leave with full pay pursuant to N.J.S.A. 18A:30-2 or any other law, rule, or regulation of New Jersey and is eligible to accrue earned sick leave in accordance with the requirements of the Act.

"Employer" means, for the purposes of Policy and Regulation 1642, a local school district, regional school district, county vocational school, or charter school of the State who does not provide sick leave with full pay to an employee pursuant to N.J.S.A. 18A:30-2 or any other law, rule, or regulation of New Jersey and is required to comply with the requirements of the Act.

"Family member" means a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of an employee, or a spouse, domestic partner, or civil union partner of a parent or grandparent of an employee, or a sibling of a spouse, domestic partner, or civil union partner of the employee, or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.

"Health care professional" means any person licensed under Federal, State, or local law, or the laws of a foreign nation, to provide health care services, or any other person who has been authorized to provide health care by a licensed health care professional, including but not limited to doctors, nurses, and emergency room personnel.

"Parent" means a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or of the employee's spouse, domestic partner, or civil union partner, or a person who stood in loco parentis of the employee or the employee's spouse, domestic partner, or civil union partner when the employee, spouse or partner was a minor child.

"Retaliatory personnel action" means denial of any right guaranteed under the Act and any threat, discharge, including a constructive discharge, suspension, demotion, unfavorable reassignment, refusal to promote, disciplinary action, sanction, reduction of work hours, reporting or threatening to report the actual or suspected immigrant status of an employee or the employee's family, or any other adverse action against an employee.

"Sibling" means a biological, foster, or adopted sibling of an employee.

"Spouse" means a husband or wife.

B. Provision of Earned Sick Leave – N.J.S.A. 34:11D-2

1. The employer shall provide earned sick leave in accordance with the Act for each employee working for the employer.

2. For every thirty hours worked, the employee shall accrue one hour of earned sick leave. The employer will not provide an employee their full complement of earned sick leave for a benefit year as required under N.J.S.A. 34:11D-2 on the first day of each benefit year in accordance with the Act.

3. The employer will not permit the employee to accrue or use in any benefit year, or carry forward from one benefit year to the next, more than forty hours of earned sick leave.

   a. Unless the employee has accrued earned sick leave prior to October 29, 2018, the earned sick leave shall begin to accrue on October 29, 2018 for any employee who is hired and commences employment before October 29, 2018 and the employee shall be eligible to use the earned sick leave beginning on February 26, 2019 after the employee commences employment.

   b. If the employee's employment commences after October 29, 2018, the earned sick leave shall begin to accrue upon the date that employment commences. The employee shall be eligible to use the earned sick leave beginning on the 120th calendar day after the employee commences employment.

4. The employer shall be in compliance with N.J.S.A. 34:11D-2 if the employer offers paid time off to an employee, which is fully paid and shall include, but is not limited to personal days, vacation days, and sick days, and may be used for the purposes of N.J.S.A. 34:11D-3 in the manner provided by the Act, and is accrued at a rate equal to or greater than the rate described in N.J.S.A. 34:11D-2.

5. The employer shall pay the employee for earned sick leave at the same rate of pay with the same benefits as the employee normally earns, except that the pay rate shall not be less than the minimum wage required for the employee pursuant to N.J.S.A. 34:11-56a4.

6. Upon the mutual consent of the employee and employer, an employee may voluntarily choose to work additional hours or shifts during the same or following pay period, in lieu of hours or shifts missed, but shall not be

required to work additional hours or shifts or use accrued earned sick leave. The employer may not require, as a condition of an employee using earned sick leave, that the employee search for or find a replacement worker to cover the hours during which the employee is using earned sick leave.

7. If an employee is transferred to a separate division, entity, or location, but remains employed by the same employer, then the employee shall be entitled to all earned sick leave accrued at the prior division, entity, or location, and shall be entitled to use the accrued earned sick leave as provided in the Act.

8. If an employee is terminated, laid off, furloughed, or otherwise separated from employment with the employer, any unused accrued earned sick leave shall be reinstated upon the re-hiring or reinstatement of the employee to that employment, within six months of termination, being laid off or furloughed, or separation, and prior employment with the employer shall be counted towards meeting the eligibility requirements set forth in N.J.S.A. 34:11D-2.

9. The employer may choose the increments in which its employees may use earned sick leave, provided that the largest increment of earned sick leave an employee may be required to use for each shift for which earned sick leave is used shall be the number of hours the employee was scheduled to work during that shift.

C. Permitted Usage of Earned Sick Leave – N.J.S.A. 34:11D-3

1. The employer shall permit an employee to use the earned sick leave accrued pursuant to the Act for any of the following:

   a. Time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;

   b. Time needed for the employee to aid or care for a family member of an employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;

   c. Absence necessary due to circumstances resulting from the employee, or a family member of an employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to recover from physical or psychological injury

or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;

d. Time during which the employee is not able to work because of:

(1) A closure of the employee's workplace, or the school or place of care of a child of an employee, by order of a public official or because of a state of emergency declared by the Governor of New Jersey, due to an epidemic or other public health emergency;

(2) The declaration of a state of emergency by the Governor of New Jersey, or the issuance by a health care provider or the New Jersey Commissioner of Health or other public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others;

(3) A state of emergency declared by the Governor of New Jersey, or upon the recommendation, direction, or order of a healthcare provider or the New Jersey Commissioner of Health or other authorized public official, the employee undergoes isolation or quarantine, or cares for a family member in quarantine, as a result of suspected exposure to a communicable disease and a finding by the provider or authority that the presence in the community of the employee or family member would jeopardize the health of others; or

e. Time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

2. If an employee's need to use earned sick leave is foreseeable, the employer will require advance notice, not to exceed seven calendar days prior to the date the leave is to begin, of the intention to use the leave and its expected duration, and shall make a reasonable effort to schedule the

use of earned sick leave in a manner that does not unduly disrupt the operations of the employer. If the reason for the leave is not foreseeable, the employer will require an employee to give notice of the intention as soon as practicable, if the employer has notified the employee of this requirement.

a. The employer may prohibit employees from using foreseeable earned sick leave on certain dates provided reasonable notice of these dates is provided to employees and the employer will require reasonable documentation if sick leave that is not foreseeable is used during those dates.

b. For earned sick leave of three or more consecutive days, the employer will require reasonable documentation that the leave is being taken for the purpose permitted under N.J.S.A. 34:11D-3.a. and C.1. above.

c. If the leave is permitted under N.J.S.A. 34:11D-3.a.(1) and C.1.a. above or N.J.S.A. 34:11D-3.a.(2) and C.1.b. above, documentation signed by a health care professional who is treating the employee or the family member of the employee indicating the need for the leave and, if possible, number of days of leave, shall be considered reasonable documentation.

d. If the leave is permitted under N.J.S.A. 34:11D-3.a.(3) and C.1.c. above because of domestic or sexual violence, any of the following shall be considered reasonable documentation of the domestic or sexual violence: medical documentation; a law enforcement agency record or report; a court order; documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense; certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney, or other professional who has assisted the employee or family member in dealing with the domestic or sexual violence.

e. If the leave is permitted under N.J.S.A. 34:11D-3.a.(4) and C.1.d. above, a copy of the order of the public official or the determination by the health authority shall be considered reasonable documentation.

f. If the leave is permitted under N.J.S.A. 34:11D-3.a.(5) and C.1.e. above, tangible proof of the reasons outlined in N.J.S.A. 34:11D-

3.a.(5) and C.1.e. above shall be considered reasonable documentation.

3. Nothing in the Act shall be deemed to require the employer to provide earned sick leave for an employee's leave for purposes other than those identified in N.J.S.A. 34:11D-3, or prohibit the employer from taking disciplinary action against an employee who uses earned sick leave for purposes other than those identified in N.J.S.A. 34:11D-3.

4. The employer will not pay an employee for unused earned sick leave at the end of the benefit year pursuant to N.J.S.A. 34:11D-3.c.

   a. If the employee agrees to receive a payment, the employee shall choose a payment for the full amount of unused earned sick leave or for fifty percent of the amount of unused earned sick leave. The payment amount shall be based on the same rate of pay that the employee earns at the time of the payment.

   b. If the employee declines a payment for unused earned sick leave, or agrees to a payment for fifty percent of the amount of unused sick leave, the employee shall be entitled to carry forward any unused or unpaid earned sick leave to the proceeding benefit year as provided pursuant to N.J.S.A. 34:11D-2.a. and B.1., B.2., and B.3. above.

   c. If the employee agrees to a payment for the full amount of unused earned sick leave, the employee shall not be entitled to carry forward any earned sick leave to the proceeding benefit year pursuant to N.J.S.A. 34:11D-2.a. and B.1, B.2., and B.3. above.**]**

5. Unless the employer's policy or a collective bargaining agreement provides for the payment of accrued earned sick leave upon termination, resignation, retirement, or other separation from employment, an employee shall not be entitled under N.J.S.A. 34:11D-3 to payment of unused earned sick leave upon the separation from employment.

6. Any information the employer possesses regarding the health of an employee or any family member of the employee or domestic or sexual violence affecting an employee or employee's family member shall be treated as confidential and not disclosed except to the affected employee or with the written permission of the affected employee.

D. Retaliation, Discrimination Prohibited – N.J.S.A. 34:11D-4 and N.J.S.A. 34:11D-12

1. No employer shall take retaliatory personnel action or discriminate against an employee who accrues sick leave under the Act because the employee requests or uses earned sick leave either in accordance with the Act or the employer's own earned sick leave policy for employees covered under the Act. Any complaints alleging a violation of the Act shall be filed in accordance with the provisions of N.J.S.A. 34:11D-4.

    a. The employer shall not count earned sick leave taken under the Act as an absence that may result in the employee being subject to discipline, discharge, demotion, suspension, a loss or reduction of pay, or any other adverse action.

2. There shall be a rebuttable presumption of an unlawful retaliatory personnel action under N.J.S.A. 34:11D-4 whenever the employer takes adverse action against an employee within ninety days of when that employee:

    a. Files a complaint with the Department or a court alleging a violation of any provision of N.J.S.A. 34:11D-4;

    b. Informs any person about the employer's alleged violation of N.J.S.A. 34:11D-4;

    c. Cooperates with the Department or other persons in the investigation or prosecution of any alleged violation of N.J.S.A. 34:11D-4;

    d. Opposes any policy, practice, or act that is unlawful under N.J.S.A. 34:11D-4; or

    e. Informs any person of his or her rights under N.J.S.A. 34:11D-4.

3. Protections of N.J.S.A. 34:11D-4 shall apply to any person who mistakenly but in good faith alleges violations of the Act.

4. Any violator of the provisions of N.J.S.A. 34:11D-4 shall be subject to relevant penalties and remedies provided by the "New Jersey State Wage and Hour Law," N.J.S.A. 34:11-56a et seq., including the penalties and remedies provided by N.J.S.A. 34:11-56a24, and relevant penalties and remedies provided by N.J.S.A. 2C:40A-2, for discharge or other discrimination.

5. The employer shall not, during the Public Health Emergency and State of Emergency declared by the Governor of New Jersey in Executive Order 103 of 2020 concerning the coronavirus disease 2019 pandemic, terminate or otherwise penalize an employee if the employee requests or takes time

off from work based on the written or electronically transmitted recommendation of a medical professional licensed in New Jersey that the employee take that time off for a specified period of time because the employee has, or is likely to have, an infectious disease, as defined in N.J.S.A. 26:13-2, which may infect others at the employee's workplace.

a. The employer shall not, following that specified period of time as per D.5. above, refuse to reinstate the employee to employment in the position held when the leave commenced with no reduction in seniority, status, employment benefits, pay, or other terms and conditions of employment.

E. Violations; Remedies, Penalties, Other Measures – N.J.S.A. 34:11D-5

1. Any failure of the employer to make available or pay earned sick leave as required by the Act, or any other violation of the Act, shall be regarded as a failure to meet the wage payment requirements of the "New Jersey State Wage and Hour Law," N.J.S.A. 34:11-56a et seq., or other violation of the New Jersey State Wage and Hour Law, as the case may be, and remedies, penalties, and other measures provided by the New Jersey State Wage and Hour Law, N.J.S.A. 34:11-58, and N.J.S.A. 2C:40A-2 for failure to pay wages or other violations of the New Jersey State Wage and Hour Law shall be applicable, including, but not limited to, penalties provided pursuant to N.J.S.A. 34:11-56a22 and 34:11-56a24, and civil actions by employees pursuant to N.J.S.A. 34:11-56a25, except that an award to an employee in a civil act shall include, in addition to the amount provided pursuant to N.J.S.A. 34:11-56a25, any actual damages suffered by the employee as the result of the violation plus an equal amount of liquidated damages.

F. Retention of Records, Access – N.J.S.A. 34:11D-6

1. The employer shall retain records documenting hours worked by employees and earned sick leave accrued/advanced, used, paid, and paid out and carried over by/to employees, for a period of five years, and shall, upon demand, allow the Department access to those records to monitor compliance with the requirements of the Act.

a. If an employee makes a claim the employer has failed to provide earned sick leave required by the Act and the employer has not maintained or retained adequate records documenting hours worked by the employee and earned sick leave taken by the employee or does not allow the Department access to the records, it shall be presumed the employer has failed to provide the earned sick leave, absent clear and convincing evidence otherwise.

2. In addition, the penalties provided by the "New Jersey State Wage and Hour Law," N.J.S.A. 34:11-56a et seq. for violations of the requirements of the New Jersey State Wage and Hour Law regarding the maintaining and disclosure of records shall apply to violations of the requirements of N.J.S.A. 34:11D-6.

G. Notification to Employees – N.J.S.A. 34:11D-7

1. The employer shall provide notification, in a form issued by the Commissioner, to employees of their rights under the Act, including the amount of earned sick leave to which they are entitled and the terms of its use and remedies provided by the Act to employees if the employer fails to provide the required benefits or retaliates against employees exercising their rights under the Act.

a. The employer shall conspicuously post the notification in a place or places accessible to all employees in each of the employer's workplaces.

b. The employer shall also provide each employee with a written copy of the notification: not later than thirty days after the form of the notification is issued; at the time of the employee's hiring, if the employee is hired after the issuance; and at any time, when first requested by the employee.

c. The Commissioner shall make the notifications available in English, Spanish, and any other language that the Commissioner determines is the first language of a significant number of workers in the State and the employer shall use the notification in English, Spanish, or any other language for which the Commissioner has provided notifications and which is the first language of a majority of the employer's workforce.

H. Provisions Preemptive; Construction of Act – N.J.S.A. 34:11D-8

1. No provision of the Act, or any regulations promulgated to implement or enforce the Act, shall be construed as:

a. Requiring the employer to reduce, or justifying the employer in reducing, rights or benefits provided by the employer pursuant to the employer's policy or a collective bargaining agreement which are more favorable to employees than those required by the Act or which provide rights or benefits to employees not covered by the Act;

b. Preventing or prohibiting the employer from agreeing, through a collective bargaining agreement or employer policy, to provide rights or benefits which are more favorable to employees than those required by the Act or to provide rights or benefits to employees not covered by the Act;

c. Prohibiting the employer from establishing a policy whereby an employee may donate unused accrued earned sick leave to another employee or other employees; or

d. Superseding any law providing collective bargaining rights for employees, or in any way reducing, diminishing, or adversely affecting those collective bargaining rights, or in any way reducing, diminishing, or affecting the obligations of the employer under those laws.

2. Employees or employee representatives may waive the rights or benefits provided under the Act during the negotiation of a collective bargaining agreement.

3. With respect to employees covered by a collective bargaining agreement in effect on October 29, 2018, no provision of the Act shall apply until the stated expiration of the collective bargaining agreement.

I. Severability – N.J.S.A. 34:11D-9

1. The provisions of the Act shall be deemed to be severable and if any section, subsection, paragraph, sentence or other part of the Act is declared to be unconstitutional, or the applicability thereof to any person is held invalid, the remainder of the Act shall not thereby be deemed to be unconstitutional or invalid.

Revised: March 24, 2021

PROGRAM
R 2415.20/Every Student Succeeds Act Complaints
M

R 2415.20 EVERY STUDENT SUCCEEDS ACT COMPLAINTS

The Every Student Succeeds Act (ESSA) requires the Board of Education to adopt a policy and written procedures that offer parent(s), public agencies, other individuals, or organizations a method for receipt and resolution of complaints alleging violations in the administration of the ESSA programs.

A. Complaint Procedure Alleging a Violation by a School, School District, or Other Agency Authorized by the School District

1. A complaint is an allegation submitted in writing (mail or email) by an individual or organization that a school, school district, or other agency authorized by the school district has violated the law in the administration of education programs required by the ESSA.

2. A complaint must identify at a minimum the following:

   a. The alleged ESSA violation;

   b. A description of previous steps taken to resolve the matter;

   c. The facts supporting the alleged violation as understood by the complainant at the time of submission; and

   d. Any supporting documentation (e.g., letters, emails, logs, agenda, meeting minutes).

3. A complaint must be submitted to the Executive County Superintendent for the county where the school, school district, or other authorized agency is located.

4. When a written complaint is received by the Executive County Superintendent, the Executive County Superintendent will issue a Letter of Acknowledgement to the complainant within ten calendar days of receipt of the complaint. This letter will contain the following information:

   a. The date the complaint was received;

   b. A brief statement of the manner in which the Executive County Superintendent will investigate the complaint;

c. If necessary, a request for additional information regarding the complaint;

d. A resolution date within forty-five calendar days from the date the written complaint was received by the Executive County Superintendent; and

e. The name and telephone number of a contact person for status updates.

5. The Executive County Superintendent will coordinate the investigation of a complaint.

6. When the investigation is complete, the Executive County Superintendent will notify the complainant in writing regarding the outcome of the investigation.

a. If the Executive County Superintendent determines a violation has occurred, the Executive County Superintendent will identify and impose the appropriate consequences or corrective actions as required in accordance with statute and/or regulation to resolve the complaint.

b. If the complainant is not satisfied with the determination that is made by the Executive County Superintendent, the complainant may submit a written request for review of that determination to the Assistant Commissioner, Division of Learning Supports and Specialized Services via email at

essa@doe.nj.gov

with subject line "ESEA Complaint Decision Review" or via hard copy at the following address:

New Jersey Department of Education
Assistant Commissioner
Division of Learning Supports and Specialized Services
P.O. Box 500
Trenton, New Jersey 08625-0500

B. Complaint Procedure Alleging a Violation by the New Jersey Department of Education (NJDOE)

1. A complaint is a written allegation the NJDOE has violated the law in the administration of education programs required by the ESSA.

2. A complaint must identify at a minimum the following:

   a. The alleged ESSA violation;

   b. A description of previous steps taken to resolve the matter;

   c. The facts supporting the alleged violation as understood by the complainant at the time of submission; and

   d. Any supporting documentation (e.g., letters, emails, logs, agenda, meeting minutes).

3. To initiate a complaint alleging the NJDOE has violated the administration of an ESEA program, a complainant must submit a written complaint to the New Jersey Department of Education – Assistant Commissioner, Division of Learning Supports and Specialized Services via email at essa@doe.nj.gov with subject line "ESEA Complaint or via hard copy sent to the following address:

   New Jersey Department of Education
   Assistant Commissioner
   Division of Learning Supports and Specialized Services
   P.O. Box 500
   Trenton, New Jersey 08625-0500

4. When a written complaint is received by the NJDOE, an Assistant Commissioner will assign the investigation of this complaint to the appropriate office. The NJDOE will issue a Letter of Acknowledgement to the complainant within ten calendar days of receipt of the complaint. This letter shall contain the following information:

   a. The date the complaint was received;

   b. A brief statement of the manner in which the NJDOE will investigate the complaint;

   c. If necessary, request for additional information regarding the complaint;

   d. A resolution date within forty-five calendar days from the date the complaint was received; and

   e. The name and telephone number of a contact person for status updates.

5. The NJDOE Office assigned by the Assistant Commissioner to investigate a complaint concerning an alleged violation by the NJDOE will coordinate the investigation of the complaint. When the investigation is complete, the Assistant Commissioner will notify the complainant in writing regarding the outcome of the investigation.

   a. If the NJDOE Office assigned by the Assistant Commissioner of Education determines a violation by the NJDOE has occurred after conducting an investigation, the Assistant Commissioner will identify and impose appropriate consequences or corrective action in accordance with the statute and/or regulation to resolve the complaint.

   b. If the complainant is not satisfied with the NJDOE's decision, the complainant may request a review of the NJDOE's decision to the Secretary of the United States Department of Education (USDOE). The complainant may send the request, reasons supporting the request, and a copy of NJDOE's resolution to the following address:

      Secretary, United States Department of Education
      400 Maryland Avenue, SW
      Washington, DC 20202-4611

New Jersey Department of Education – Every Student Succeeds Act (ESSA) in New Jersey ESEA Complaint Policy and Procedures

Revised: March 24, 2021

STUDENTS
R 5330.01 / Administration of Medical Cannabis
M

R 5330.01 ADMINISTRATION OF MEDICAL CANNABIS

A custodial parent or person having legal custody of a student requesting the administration of medical cannabis to a qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event must comply with the procedures and requirements of N.J.S.A. 18A:40-12.22 and N.J.S.A. 24:6I-1 et seq. and this Regulation.

A. Definitions

For the purposes of Policy and Regulation 5330.01:

1. "Cannabis" has the meaning given to marijuana in Section 2 of the "New Jersey Controlled Dangerous Substances Act," N.J.S.A. 24:21-2.

2. "Commission" means the Cannabis Regulatory Commission established pursuant to N.J.S.A. 24:6I-24.

3. "Designated caregiver(s)" means a resident of New Jersey who:

   a. Is at least eighteen years old;

   b. Has agreed to assist with a registered qualifying student patient's medical use of cannabis, is not currently serving as a designated caregiver(s) for more than one other qualifying patient, and is not the qualifying student patient's health care practitioner;

   c. Is subject to the provisions of N.J.S.A. 24:6I-4.c.(2), has never been convicted of possession or sale of a controlled dangerous substance, unless such conviction occurred after the effective date [Oct. 1, 2010] of N.J.S.A. 24:6I-1 et seq. and was for a violation of Federal law related to possession or sale of cannabis that is authorized under N.J.S.A. 24:6I-1 et seq. or N.J.S.A. 18A:40-12.22 et seq.;

   d. Has registered with the Commission pursuant to N.J.S.A. 24:6I-4 and, except in the case of a designated caregiver(s) who is an immediate family member of the qualified student patient, has satisfied the criminal history background check requirement of N.J.S.A. 24:6I-4; and

e. Has been designated as designated caregiver(s) by the qualifying student patient when registering or renewing a registration with the Commission or in other written notification to the Commission.

4. "Health Care Practitioner" means a physician, advanced practice nurse, or physician assistant licensed or certified pursuant to N.J.S.A. 45 who:

a. Possesses active registrations to prescribe controlled dangerous substances issued by the United States Drug Enforcement Administration and the Division of Consumer Affairs in the Department of Law and Public Safety;

b. Is the health care practitioner responsible for the ongoing treatment of a qualifying student patient's qualifying medical condition, the symptoms of that condition, or the symptoms associated with the treatment of that condition, provided; however, that the ongoing treatment shall not be limited to the provision of authorization for a patient to use medical cannabis or consultations solely for that purpose; and

c. If the qualifying student patient is a minor, a pediatric specialist.

5. "Medical use of cannabis" means the acquisition, possession, transport, or use of cannabis or paraphernalia by a registered qualifying student patient as authorized by N.J.S.A. 24:6I-1 et seq. and N.J.S.A. 18A:40-12.22 et seq.

6. "Parent" means the custodial parent or person who has legal custody of a qualifying student patient who may also be the designated caregiver(s) registered with the Commission by the New Jersey Department of Health to administer medical cannabis to a student in accordance with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A 24:6I-4.

7. "Qualifying student patient" for the purpose of Policy and Regulation 5330.01 means a resident of the State who is a student enrolled and attending school in this school district who has been authorized for the medical use of cannabis by a health care practitioner in accordance with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A 24:6I-41 et seq.

8. "Registration with the Commission" means a person has met the qualification requirements for, and has been registered by the Commission as, a registered qualifying patient, designated caregiver(s), or institutional caregiver(s). The Commission shall establish appropriate means for health care practitioners, health care facilities, medical cannabis dispensaries, law enforcement, schools, facilities providing behavioral health services or

services for persons with developmental disabilities, and other appropriate entities to verify an individual's status as a registrant with the Commission.

B. Registration – Qualifying Student Patient and Designated Caregiver(s)

1. A qualifying student patient must be authorized to engage in the medical use of cannabis and the designated caregiver(s) must be authorized to assist the qualifying student patient with the medical use of cannabis pursuant to the provisions of N.J.S.A. 24:6I-1 et seq.

2. A qualifying student patient and their designated caregiver(s) must complete the registration process in accordance with the provisions of N.J.S.A. 24:6I-4 and any other requirements of the Commission.

3. The qualifying student patient's parent shall be responsible to immediately inform the Principal of any change in the status of the student's registration with the Commission that would deem the registration with the Commission null and void due to any reason outlined in N.J.S.A. 24:6I-1 et seq.

4. The qualifying student patient's designated caregiver(s) shall be responsible to immediately inform the Principal of any change in the status of any designated caregiver(s)'s current registration with the Commission that would deem the registration with the Commission null and void due to any reason outlined in N.J.S.A. 24:6I-1 et seq.

C. Submission for Authorization for Administration of Medical Cannabis

1. A parent of a qualifying student patient requesting the administration of medical cannabis to the student while on school grounds, aboard a school bus, or attending a school-sponsored event must submit a written request to the Principal with proof of current registration with the Commission for the qualifying student patient and the designated caregiver(s) and a copy of the health care provider's order or prescription indicating dosage information and the method of administration for the medical cannabis to the qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event.

The Principal may request the parent provide additional documentation from the health care provider that the medical cannabis must be administered during the time of the day when the student is on school grounds, aboard a school bus, or attending a school-sponsored event and the medical cannabis cannot be administered and/or will not be effective during alternate times when the student is not on school grounds, aboard a school bus, or attending a school-sponsored event.

a. The parent's written request and all supporting documentation must be submitted to the Principal at least five school days before the first day of the requested administration.

2. The Principal shall review the proof of current registration with the Commission and supporting documentation submitted by the parent with the school physician, the school nurse, and the Superintendent of Schools.

3. Upon review and approval of the documentation submitted by the parent, the Principal will inform the parent or designated caregiver(s), if the parent is not the designated caregiver(s), in writing with the following information:

a. The location (school, office, etc.) where the designated caregiver(s) shall report to administer the medical cannabis;

b. The school staff member(s) who the designated caregiver(s) must see to coordinate the administration of medical cannabis;

c. The time the designated caregiver(s) shall report to administer the medical cannabis;

d. The specific location where the medical cannabis shall be administered to the student; and

e. A copy of Policy and Regulation 5330.01 – Administration of Medical Cannabis.

4. In the event the Principal, after consultation with the school nurse, school physician, and Superintendent, has a question or concern regarding the current registration with the Commission or supporting documentation submitted by the parent, the Principal or school physician will contact the parent with the question or concern.

5. The administration of medical cannabis on school grounds, aboard a school bus, or at a school-sponsored event, pursuant to N.J.S.A. 18A:40-12.22, will only be authorized after the approval required by Policy and Regulation 5330.01.

D. Administration of Medical Cannabis

1. Medical cannabis shall only be administered by the designated caregiver(s) and at the approved location, times, and method as indicated in the parent's request that was approved in writing by the Principal.

2. In accordance with the provisions of N.J.S.A. 18A:40-12.22.b.(5), medical cannabis cannot be administered to a qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event by smoking or other form of inhalation.

3. Prescribed medical cannabis must always be in the possession of the designated caregiver(s) and may not be in the possession of the qualifying student patient at any time on school grounds, aboard a school bus, or at a school-sponsored event.

4. The Principal, after consultation with the school nurse, school physician, and the Superintendent, will determine a specific location for the administration of the medical cannabis to the qualifying student patient.

    a. The Principal will designate a private area, if possible, for the designated caregiver(s) to administer the medical cannabis to the qualifying student patient. The amount of privacy provided for the administration will depend on the approved method of administration and the designated location. The location may be a nurse's office, a private office, a private restroom facility, or any other location appropriate for the approved method of administration.

5. The designated caregiver(s) shall report to the approved location prior to the scheduled time for the administration of medical cannabis to the qualifying student patient. The designated caregiver(s) must show proof of current registration with the Commission and a second form of identification which shall be a photograph identification.

6. The Principal or supervising school staff member of a school-sponsored event may designate a school staff member to escort the designated caregiver(s) to the qualifying student patient at the designated time to the designated location for the administration.

7. The Principal may designate a school staff member to observe the administration of the medical cannabis on school grounds, aboard a school bus, or at a school-sponsored event.

8. The designated caregiver(s) shall assist in the administration of medical cannabis to the qualifying student patient in accordance with the method and dosage prescribed by the health care practitioner and included in the parent's request to the Principal.

9. The qualifying student patient shall return to his/her class or event as soon as possible after the administration.

10. The designated caregiver(s) will be escorted outside the school building, away from the school bus, or away from the school-sponsored event, if applicable, by a school staff member after the administration.

    a. The qualifying student patient and/or designated caregiver(s) may be asked to remain at the location of the administration by the school staff member in the event the student needs some additional time after the administration and before returning to their class or event.

11. The designated caregiver(s) shall be responsible for the security of the medical cannabis on school grounds, aboard a school bus, or at a school-sponsored event before, during, and after the administration. At no time shall the qualifying student patient have the medical cannabis in their possession except during the administration process by the designated caregiver(s).

Revised: March 24, 2021

R 7425 / LEAD TESTING OF WATER IN SCHOOLS

The Board of Education shall assure the availability of potable drinking water through sanitary means in school facilities or upon school grounds and shall test the school drinking water quality in accordance with the Safe Drinking Water Act, N.J.S.A. 58:12A-1 and the Planning and Construction Standards for School Facilities, N.J.A.C. 7:10 and N.J.A.C. 6A:26-6.

The school district shall conduct lead sampling and analysis in all drinking water outlets to which a student or staff member has, or may have, access in each school facility, other facility, or temporary facility in accordance with the provisions of N.J.A.C. 6A:26-12.4.

A. Testing of Drinking Water

1. Schedule

a. Sampling shall be conducted in accordance with a lead sampling plan, which shall include:

(1) A plumbing survey for each facility that identifies how water enters and flows through each facility, the types of plumbing materials used in the facility, such as the service line, piping, solder, fixtures, drinking water outlets where students or staff have or may have access, and point of use treatment, such as drinking water filters;

(2) The names and responsibilities of all individuals involved in sampling; and

(3) The following sampling procedures:

(a) Samples shall be taken after water has sat undisturbed in the school pipes for at least eight hours, but no more than forty-eight hours before the sample is taken.

(i) 24-hour school facilities shall collect first-draw samples at drinking water outlets

following a stagnation time that would likely result in the longest standing time;

(b) At least eight hours prior to sampling, signs shall be posted to indicate that water shall not be used and access to the buildings subject to the sampling shall be restricted to all but authorized staff members;

(c) Existing aerators, screens, and filters shall not be replaced or removed prior to or during sampling; and

(d) All samples shall be collected in pre-cleaned high-density polyethylene (HDPE) 250 milliliter (mL) wide-mouth single-use rigid sample containers that are properly labeled.

2. Analysis of Samples

a. Analysis of samples shall be conducted as follows:

(1) Analysis shall be conducted by a certified laboratory to analyze for lead in drinking water;

(2) The laboratory shall use an approved analytical method pursuant to the Federal Safe Drinking Water Act at 40 CFR 141.23(k)(1); and

(3) Sample analysis shall be conducted in accordance with a Quality Assurance Project Plan (QAPP), which shall be signed by the Board, the certified laboratory, and the individual responsible for conducting the sampling. The QAPP shall include the identification of analytical methods, chain of custody procedures, data validation and reporting processes, detection limits, reporting to three significant figures, field blanks, and quality control measures required by the certified method.

b. The Superintendent or designee may utilize a technical guidance manual, which will be developed by the New Jersey Department of Education (NJDOE), in consultation with the Department of Environmental Protection (DEP), to assist in the school district's compliance with the sampling and analysis requirements of this Regulation.

3. Designated Statewide Required Testing

a. Notwithstanding the results or date of any prior testing, the Board shall continue to test drinking water outlets as provided in A.2.a. above in the designated Statewide required testing year, which shall be every third school year beginning with the 2021-2022 school year and subsequently occurring in the 2024-2025 school year:

(1) By no later than June 30 of the designated Statewide required testing year, the Board shall test all drinking water outlets. Sampling shall be prioritized, such that buildings and facilities that previously had outlets with results above the action level or identified in the plumbing profile as high risk for lead shall be sampled first in accordance with the sampling plan; and

(2) The Board shall sample for lead after the replacement of any drinking water outlet or any other alteration to plumbing or service lines that may impact lead levels at the outlet.

b. If the Board tests drinking water outlets for lead more frequently than the three-year cycle set forth in A.3.a. above, the notification requirements set forth in B.2.b. below shall apply.

(1) If drinking water outlets are tested more frequently in accordance with A.3.b. above, the Board shall make the most recent results for each facility available on the Board's website.

4. Statement of Assurance

a. The Board shall submit to the NJDOE by June 30 each year a statement of assurance that lead testing was completed, that notifications where provided, and that alternate drinking water continues to be made available in accordance with N.J.A.C. 6A:26-12.4.

5. Exception from Testing Requirements

a. The Board may request an exemption from the testing requirements set forth in A.2. above if they can demonstrate that they do not use any drinking water outlets for consumption or food preparation in any of their facilities.

b. The Board shall submit an application to the NJDOE documenting that no drinking water outlets are used in their facilities and the provisions for an alternative source of drinking water.

c. If the school district receives an exemption from the NJDOE from testing, the Board shall make available for public inspection at the school facility and on the Board's website, if applicable, confirmation that the school district is exempt from testing.

d. No later than June 30 of each Statewide required testing school year set forth in A.3. above, the Board shall either begin testing procedures in accordance with section A.3.a. above or reapply for an exemption under section A.5.

B. Water Testing – Laboratory Results

1. The Superintendent or designee shall complete a review of final laboratory results within seventy-two hours of receipt.

2. Within twenty-four hours after the Superintendent or designee has reviewed the final laboratory results, the Superintendent or designee shall:

a. Make the test results of all water samples publicly available at the school facility in accordance with section B.3. below and make the results from the most recent required Statewide testing available on the Board's website; and

b. If any results exceed the permissible lead action level, provide written notification to the parents of all students attending the facility, facility staff, and the Department of Education. This written notification shall be posted on the Board's website and shall include a description of the following:

(1) Measures taken by the Board or its designee, to immediately end use of each drinking water outlet where water quality exceeds the permissible lead action level;

(2) Any additional remedial actions taken or planned by the Board;

(3) The measures taken to ensure that alternate drinking water has been made available to all students and staff members at the school(s) where the water outlet(s) is located; and

(4) Information regarding the health effects of lead.

3. Test results of all water samples shall remain publicly available in accordance with the timeline established by the Department of the Treasury in the Records Retention Schedule.

C. Reimbursement

1. The Board shall be eligible to be reimbursed for the water supply testing and analysis conducted pursuant to section A.3. above after July 1, 2021, as approved by the NJDOE and subject to available funds.

2. To be eligible to receive reimbursement, the Board shall complete and submit to the NJDOE a reimbursement application on a form, or in a format, supplied by the NJDOE.

   a. The NJDOE will make the reimbursement application available on its website.

3. If the school district conducts additional testing in a year other than the Statewide required testing school year as set forth in A.3. above, the district shall not be eligible for reimbursement.

D. Failure to Comply

1. Failure to comply with any requirement of N.J.A.C. 6A:26-12.4 and Policy and Regulation 7425 may result in any of the following:

   a. Board's disqualification for reimbursement pursuant to C. above;

   b. The NJDOE's initiation of an investigation by the Office of Fiscal Accountability and Compliance; and

   c. The Commissioner's withholding of State aid pursuant to N.J.A.C. 6A:2-1.2.

Adopted: March 24, 2021

0145 BOARD MEMBER RESIGNATION AND REMOVAL

The membership of a Board of Education member shall terminate immediately upon:

1. The cessation of the member's bona fide residency in the school district the member represents (N.J.S.A. 18A:12-2.2); or

2. The member's election or appointment to the office of mayor or member of the governing body of Andover Township or Andover Boro (municipality(ies) within district) (N.J.S.A. 18A:12-2.2); or

3. The member's disqualification from voting pursuant to N.J.S.A. 19:4-1 (N.J.S.A. 18A:12-2.2); or

4. The member falsely affirms or declares that he/she is not disqualified as a voter pursuant to N.J.S.A. 19:4-1 or that he/she is not disqualified from membership on the Board due to conviction of a crime or offense listed in N.J.S.A. 18A:12-1; or

5. The removal of the member by the Commissioner of Education; or

6. Recall of a Board member pursuant to N.J.S.A. 19:27A-1 et seq.

A member who fails to attend three consecutive meetings of the Board without good cause may be removed from office on the affirmative votes by majority of the remaining Board members, provided that:

1. The member's removal was proposed at the immediately previous Board meeting; and

2. Notice of the proposed removal was given to the affected member at least forty-eight hours in advance of the meeting at which the vote will be taken.

N.J.S.A. 18A:12-2; 18A:12-2.2; 18A:12-3; 18A:12-29
N.J.S.A. 19:27A-1 et seq.

Revised: March 24, 2021

1643 FAMILY LEAVE

The Board of Education will provide family leave to staff members in accordance with the New Jersey Family Leave Act (NJFLA) and the Federal Family and Medical Leave Act (FMLA). These laws have similar and different provisions that provide different rights and obligations for a staff member and the Board.

If a staff member is eligible for leave for reasons recognized under both the FMLA and NJFLA, then the time taken shall run concurrently and be applied to both laws. The NJFLA provides twelve weeks leave in a twenty-four month period and the FMLA provides twelve weeks leave in a twelve month period

A. New Jersey Family Leave Act

1. Definitions Relative to New Jersey Family Leave Act

"Base Hours" means the hours of work for which a staff member receives compensation. Base hours shall include overtime hours for which a staff member is paid additional or overtime compensation, and hours for which a staff member receives workers' compensation benefits. Base hours shall also include hours a staff member would have worked except for having been in military service. Base hours do not include hours for when a staff member receives other types of compensation, such as administrative, personal leave, vacation, or sick leave.

"Child" means a biological, adopted, foster child, or resource family child, stepchild, legal ward, or child of a parent, including a child who becomes the child of a parent pursuant to a valid written agreement between the parent and a gestational carrier.

"Eligible employee" means any individual employed by the same employer for twelve months or more, who has worked 1,000 or more base hours during the preceding twelve month period.

"Employer" includes the State, any political subdivision thereof, and all public offices, agencies, boards, or bodies.

"Family member" means a child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, or one partner in a civil union couple, or any other individual related by blood to a staff member, and any other individual that a staff member shows to have a close association with a staff member which is the equivalent of a family relationship.

"Health care provider" means a duly licensed health care provider or other health care provider deemed appropriate by the Director of the Division on Civil Rights in the New Jersey Department of Law and Public Safety.

"Parent" means a person who is the biological parent, adoptive parent, foster parent, resource family parent, step-parent, parent-in-law, or legal guardian, having a "parent-child relationship" with a child as defined by law, or having sole or joint legal or physical custody, care, guardianship, or visitation with a child, or who became the parent of the child pursuant to a valid written agreement between the parent and a gestational carrier.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition which requires:

a. Inpatient care in a hospital, hospice, or residential medical care facility; or

b. Continuing medical treatment or continuing supervision by a health care provider.

As used in the definition of a serious health condition, "continuing medical treatment or continuing supervision by a health care provider" means:

a. A period of incapacity (that is, inability to work, attend school, or perform regular daily activities due to a serious health condition, treatment therefore, and recovery therefrom) of more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

   (1) Treatment two or more times by a health care provider; or

   (2) Treatment by a health care provider on one occasion which results in a regimen of continuing treatment under the supervision of a health care provider;

b. Any period of incapacity due to pregnancy, or for prenatal care;

c. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition;

d. A period of incapacity, which is permanent or long-term, due to a condition for which treatment may not be effective (such as Alzheimer's disease, a severe stroke, or the terminal stages of a disease) where the individual is under continuing supervision of, but need not be receiving active treatment by, a health care provider; or

e. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more

than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

"Spouse" means a person to whom a staff member is lawfully married as defined by New Jersey law.

"State of emergency" means a natural or man-made disaster or emergency for which a state of emergency has been declared by the President of the United States or the Governor, or for which a state of emergency has been declared by a municipal emergency management coordinator.

2. Reasons for NJFLA Leave

a. A staff member may take NJFLA leave to provide care made necessary by reason of:

(1) The birth of a child of the staff member, including a child born pursuant to a valid written agreement between the staff member and the gestational carrier;

(2) The placement of a child into foster care with the staff member or in connection with adoption of such child by a staff member;

(3) The serious health condition of a family member of the staff member; or

(4) A state of emergency declared by the Governor of New Jersey, or when indicated to be needed by the Commissioner of Health – New Jersey Department of Health or other public health authority, an epidemic or communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease which:

(a) Requires in-home care or treatment of a child due to the closure of the school or place of care of the child of a staff member, by order of a public official due to the epidemic or other public health emergency;

(b) Prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by a staff member would jeopardize the health of others; or

(c) Results in the recommendation of a health care provider or public health authority, that a family member in need of

care by a staff member voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by a staff member, would jeopardize the health of others.

3. Staff Member Eligibility

a. NJFLA leave may be taken for up to twelve weeks within any twenty-four month period. The NJFLA leave shall be unpaid with benefits subject to contributions required to be made by the staff member.

b. A staff member is eligible for NJFLA leave if a staff member is employed by the same Board for twelve months or more, and has worked 1,000 or more base hours during the preceding twelve month period.

c. The method to determine the twenty-four month period in which the twelve weeks of NJFLA leave entitlement occurs shall be a "rolling" twenty-four month period measured backward from the date a staff member uses any leave under NJFLA.

d. This Policy shall serve as notice to all staff members of the method chosen in A.3.c. above. This method shall be applied consistently and uniformly to all staff members.

(1) If the Board transitions to another method, the Board is required to give at least sixty days' notice to all staff members and the transition must take place in such a way that staff members retain their full benefit of twelve weeks of NJFLA leave under whichever method affords the greatest benefit to a staff member.

e. The Board shall grant NJFLA leave to more than one staff member from the same family (for example, a husband and a wife, or a brother and a sister) at the same time, provided such staff members are otherwise eligible for NJFLA leave.

f. The fact that a holiday may occur within the week taken by a staff member as NJFLA leave has no effect and the week is counted as a week of NJFLA leave.

(1) However, if a staff member is out on NJFLA leave and the staff member is not regularly scheduled to work for one or more weeks, the weeks the staff member is not regularly scheduled to work do not count against their NJFLA leave entitlement.

4. Types of NJFLA Leave

a. Staff members are required to provide notice in writing for any NJFLA leave requested. In emergent circumstances, a staff member may provide the Board with oral notice when written notice is impracticable.

(1) Staff members must provide the Board written notice after submitting oral notice in emergent circumstances.

b. Consecutive NJFLA leave is NJFLA leave that is taken without interruption based upon a staff member's regular work schedule and does not include breaks in employment in which a staff member is not regularly scheduled to work.

(1) A staff member must provide the Board with notice of consecutive NJFLA leave no later than thirty days prior to the commencement of consecutive NJFLA leave, except where emergent circumstances warrant shorter notice.

(2) A staff member shall provide the Board with certification pursuant to A.5. below.

c. Intermittent NJFLA leave is NJFLA leave due to a single qualifying reason, taken in separate periods of time, broken up by periods in which the staff member returns to work.

(1) A staff member is entitled to take NJFLA leave intermittently for the birth of a child of the staff member, including a child born pursuant to a valid written agreement between the staff member and a gestational carrier or the placement of a child into foster care with the staff member or in connection with adoption of such child by the staff member.

(a) The staff member shall provide the Board with prior notice of not less than fifteen calendar days before the first day on which NJFLI benefits are paid for the intermittent NJFLA leave, unless an emergency or other unforeseen circumstance precludes prior notice.

(b) The staff member shall make a reasonable effort to schedule the intermittent NJFLA leave so as not to unduly disrupt the operations of the Board and, if possible, provide the Board, prior to the commencement of intermittent NJFLA leave, with a regular schedule of the days or days of the week on which the intermittent NJFLA leave will be taken.

(c) A staff member shall provide the Board with certification for intermittent NJFLA leave pursuant to A.5.b. below.

(2) The staff member is entitled to take intermittent NJFLA leave for the serious health condition of a family member of the staff member when medically necessary if:

(a) The total time which the intermittent NJFLA leave is taken does not exceed twelve months if taken in connection with a single serious health condition. If the intermittent NJFLA leave is taken in connection with more than one serious health condition, the intermittent NJFLA leave must be taken within a consecutive twenty-four month period or until such time the twelve week NJFLA leave is exhausted, whichever is shorter;

(b) The staff member provides the Board with prior notice of not less than fifteen calendar days before the first day on which benefits are paid for the intermittent NJFLA leave.

(i) The staff member may provide notice less than fifteen days prior to the intermittent NJFLA leave if an emergency or other unforeseen circumstance precludes prior notice;

(c) The staff member makes a reasonable effort to schedule the intermittent NJFLA leave so as not to unduly disrupt the operations of the school district and, if possible, provide the school district, prior to the commencement of intermittent NJFLA leave, with a regular schedule of the days or days of the week on which the intermittent NJFLA leave will be taken; and

(d) The staff member provides the Board with a copy of the certification outlined in A.5.c. below.

(3) In the case of NJFLA leave taken due to an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of the communicable disease, the NJFLA leave may only be taken intermittently if:

(a) The staff member provides the Board with prior notice of the intermittent NJFLA leave as soon as practicable;

(b) The staff member makes a reasonable effort to schedule the NJFLA leave so as not to unduly disrupt the operations of the school district and, if possible, provide the school district prior to the commencement of the intermittent NJFLA leave, with a regular schedule of the day or days of the week on which the intermittent NJFLA leave will be taken; and

(c) A staff member provides the Board with a copy of the certification outlined in A.5.d. below.

(4) Intermittent leave taken on a reduced leave schedule is NJFLA leave due to a single qualifying reason, that is scheduled for fewer than a staff member's usual number of hours worked per workweek, but not for fewer than a staff member's usual number of hours worked per workday and may only be taken to care for the serious health condition of a family member of a staff member when medically necessary, except that:

(a) A staff member shall not be entitled to intermittent NJFLA leave on a reduced leave schedule for a period exceeding twelve consecutive months for any one period of NJFLA leave;

(b) The staff member must provide the Board with prior notice of the intermittent NJFLA leave on a reduced leave schedule as soon as practicable;

(c) A staff member shall make a reasonable effort to schedule intermittent NJFLA leave on a reduced leave schedule so as not to disrupt unduly the operations of the school district. A staff member shall provide the school district with prior notice of the care, medical treatment, or continuing supervision by a health care provider necessary due to a serious health condition of a family member, in a manner which is reasonable and practicable; and

(d) A staff member must provide the Board with a copy of the certification outlined in A.5.c. below.

d. NJFLA leave taken because of the birth or placement for adoption of a child of the staff member may commence at any time within a year after the date of the foster care placement, birth, or placement for adoption.

e. A staff member shall not, during any period of NJFLA leave, perform services on a full-time basis for any person for whom a staff member did not provide those services immediately prior to commencement of the NJFLA leave.

(1) A staff member on NJFLA leave may not engage in other full-time employment during the term of the NJFLA leave, unless such employment commenced prior to the NJFLA leave and is not otherwise prohibited by law.

(2) During the term of NJFLA leave a staff member may commence part-time employment which shall not exceed half the regularly scheduled hours worked for the Board from whom a staff member requested NJFLA leave. A staff member may continue part-time employment which commenced prior to a staff member's NJFLA leave, at the same number of hours that a staff member was regularly scheduled prior to such NJFLA leave.

(3) The Board may not maintain a policy or practice which prohibits part-time employment during the course of a NJFLA leave.

5. Certification

a. The Board shall require a staff member who requests NJFLA leave to sign a form of certification established by the Board attesting that such staff member is taking NJFLA leave in accordance with the law.

(1) The Board may not require a staff member to sign or otherwise submit a form of certification attesting to additional facts, including a staff member's eligibility for NJFLA leave.

(2) The Board may subject a staff member to reasonable disciplinary measures, depending on the circumstances, when a staff member intentionally misrepresents the reason that such staff member is taking NJFLA leave.

(3) The form of certification established by the Board shall contain a statement warning a staff member of the consequences of refusing to sign the certification or falsely certifying. Any staff member who refuses to sign the certification established by the Board may be denied the requested NJFLA leave.

(4) The Board requires that any period of NJFLA leave be supported by certification issued by a health care provider.

b. Where the certification, issued by the health care provider, is for the birth of a child of a staff member, including a child born pursuant to a valid written agreement between the staff member and a gestational carrier or the placement of a child into foster care with the staff member or in connection with adoption of such child by the staff member, the certification need only state the date of birth or date of placement, whichever is appropriate.

c. Any period of NJFLA leave for the serious health condition of a family member of a staff member shall be supported by certification provided by a health care provider. The certification shall be sufficient if it states:

(1) The date, if known, on which the serious health condition commenced;

(2) The probable duration of the condition;

(3) The medical facts within the knowledge of the provider of the certification regarding the condition;

(4) The serious health condition warrants the participation of the staff member in providing health care to the family member, as

provided in the "Family Leave Act," P.L. 1989, c.261 (C.34:11B-1 et seq.) and regulations adopted pursuant to the NJFLA;

(5) An estimate of the amount of time the staff member is needed for participation in the care of the family member;

(6) If the NJFLA leave is intermittent, a statement of the medical necessity for the intermittent NJFLA leave and the expected duration of the intermittent NJFLA leave; and

(7) If NJFLA leave is intermittent and for planned medical treatment, the dates of the treatment.

d. In any case in which the Board has reason to doubt the validity of the certification provided pursuant to A.5.c. above, the Board may require, at its own expense, that a staff member obtain an opinion regarding the serious health condition from a second health care provider designated or approved, but not employed on a regular basis, by the Board. If the second opinion differs from the certification provided pursuant to A.5.c. above, the Board may require, at its own expense, that a staff member obtain the opinion of a third health care provider designated or approved jointly by the Board and a staff member concerning the serious health condition. The opinion of the third health care provider shall be considered to be final and shall be binding on the Board and a staff member.

e. Where the certification is for an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent the spread of the communicable disease, the certification shall be sufficient if it includes:

(1) For NJFLA leave taken to provide in-home care or treatment of a child due to the closure of the school or place of care of the child of a staff member, by order of a public official due to the epidemic or other public health emergency, the date on which the closure of the school or place of care of the child of a staff member commenced and the reason for such closure;

(2) For NJFLA leave taken due to a public health authority's issuance of a determination requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by a staff member would jeopardize the health of others, the date of issuance of the determination, and the probable duration of the determination; or

(3) For NJFLA leave taken because a health care provider or public health authority recommends that a family member in need of care by a staff member voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the

presence in the community of that family member in need of care by a staff member would jeopardize the health of others, the date of the recommendation, the probable duration of the condition, and the medical or other facts within the health care provider or public health authority's knowledge regarding the condition.

f. The Board shall not use the certification requirements as outlined in A.5. to intimidate, harass, or otherwise discourage a staff member from requesting or taking NJFLA leave or asserting any of a staff member's rights to NJFLA leave.

6. Denial or Exemption of NJFLA Leave

a. Denial of NJFLA Leave

(1) The Board may deny NJFLA leave to a staff member if:

(a) A staff member is a salaried staff member who is among the highest paid 5% of the Board's staff members or the seven highest paid staff members of the Board, whichever is greater;

(b) The denial is necessary to prevent substantial and grievous economic injury to the Board's operations; and

(c) The Board notifies a staff member of its intent to deny the NJFLA leave at the time the Board determines that the denial is necessary.

(2) The provisions of A.6.a.(1) above shall not apply when, in the event of a state of emergency declared by the Governor of New Jersey or when indicated to be needed by the Commissioner of Health – New Jersey Department of Health or other public health authority, the NJFLA leave is for an epidemic of a communicable disease, a known or suspected exposure to a communicable disease, or efforts to prevent spread of a communicable disease.

(3) In any case in which NJFLA leave has already commenced at the time of the notification pursuant to A.6.a.(1)(c) above, a staff member shall return to work within ten working days of the date of notification.

7. Reinstatement from NJFLA Leave

a. Upon the expiration of a NJFLA leave, a staff member shall be restored to the position such staff member held immediately prior to the commencement of the NJFLA leave. If such position has been filled, the Board shall reinstate such staff member to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment.

b. If, during NJFLA leave, the Board experiences a reduction in force or layoff and a staff member would have lost their position had a staff member not been on NJFLA leave, as a result of the reduction in force or pursuant to the good faith operation of a bona fide layoff and recall system including a system under a collective bargaining agreement where applicable, a staff member shall not be entitled to reinstatement to the former or an equivalent position. A staff member shall retain all rights under any applicable layoff and recall system, including a system under a collective bargaining agreement, as if a staff member had not taken the NJFLA leave.

8. Notice to Staff Members

a. The Board shall display the official Family Leave Act poster of the Division on Civil Rights in the New Jersey Department of Law and Public Safety (Division) in accordance with N.J.A.C. 13:8-2.2. The poster is available for printing from the Division's website.

b. Access to and/or distribution of this Policy shall serve as school district notice to staff members of their rights pursuant to N.J.A.C. 13:14-1.14.

9. Local Board of Education Practices

a. Accrued Paid NJFLA Leave

(1) Whether a staff member is required to use any other accrued leave time concurrent with NJFLA leave time will depend upon either the school district's practice or a provision in a collective bargaining agreement, if applicable.

(a) Sick leave may only be used concurrently with the NJFLA leave in accordance with the provisions of N.J.S.A. 18A:30-1 and N.J.S.A. 34:11B-3.

b. Multiple Leaves of Absence

(1) Where a Board maintains leaves of absence which provide benefits, other than health benefits, that differ depending upon the type of leave taken, the Board shall provide those benefits to a staff member on NJFLA leave in the same manner as it provides benefits to staff members who are granted other leaves of absence which most closely resemble NJFLA leave.

10. New Jersey Family Leave Insurance Program (NJFLI)

a. Board of Education staff members are eligible to apply for benefits under the NJFLI Program administered by the State of New Jersey Department of Labor and Workforce Development.

b. All applications for benefits under the NJFLI Program must be filed directly with the State of New Jersey Department of Labor and Workforce Development. The eligibility requirements, wage requirements, benefit duration and amounts, and benefit limitations shall be in accordance with the provisions of the NJFLI Program as administered by the State of New Jersey Department of Labor and Workforce Development. A formal appeal may be submitted to the State of New Jersey Department of Labor and Workforce Development if an employee or the Board disagrees with a determination on a claim.

c. The NJFLI Program provides eligible individuals a monetary benefit and not a leave benefit. The school district administrative and related staff will comply with the State of New Jersey Department of Labor and Workforce Development requests for information in accordance with the provisions of N.J.A.C. 12:21-3.9.

d. A printed notification of staff members' rights relative to the receipt of benefits under the NJFLI Program will be posted in each of the school district worksites and in a place or places accessible to all employees at the worksite.

e. Each staff member shall receive a copy of this notification in writing at the time of the staff member's hiring, whenever the staff member provides written notice to the Superintendent of their intention to apply for benefits under the NJFLI Program, or at any time upon the first request of the staff member.

(1) The written notification may be transmitted to the staff member in electronic form.

(2) Access to and/or distribution of this Policy shall serve as school district notice to staff members of their rights under the NJFLI Program.

B. Federal Family and Medical Leave Act

1. Definitions Relative to Federal Family and Medical Leave Act

"Covered Employer" means any public or private elementary or secondary school(s) regardless of the number of employees employed.

"Employee" means a staff member eligible for family and medical leave in accordance with the Federal Family and Medical Leave Act (FMLA).

"Hours of Service" means hours actually worked by the employee. It does not mean hours paid. Thus, non-working time – such as vacations, holidays, furloughs, sick leave, or other time-off (paid or otherwise) – does not count for purposes of calculating FMLA eligibility for the employee.

"Parent" means a biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to a staff member when a staff member has a son or daughter as defined below. This term does not include parents "in law."

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility or continuing treatment by a health care provider. "Serious health condition" may include treatment of substance abuse pursuant to 29 CFR §825.119.

"Son" or "daughter" means a biological, adopted, or foster child, stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen or age eighteen or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence.

"Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under State law in the State in which the marriage was entered into or, in the case of a marriage entered into outside of any State, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This definition includes an individual in a same-sex marriage or common law marriage.

"Week" or "Workweek" means the number of days a staff member normally works each calendar week.

2. Qualifying Reasons for FMLA Leave

a. A staff member may take FMLA leave to provide care made necessary:

(1) For the birth of a son or daughter of a staff member and in order to care for such son or daughter;

(2) For the placement of a son or daughter with a staff member for adoption or foster care;

(3) In order to care for the spouse, son, daughter, or parent of a staff member if such spouse, son, daughter, or parent has a serious health condition;

(4) For a serious health condition that makes a staff member unable to perform the functions of the position of such staff member.

b. FMLA leave taken in relation to military service shall be in accordance with 29 CFR §825.112.

c. Entitlement to FMLA leave taken for the birth of a son or daughter or placement of a son or daughter with a staff member for adoption or foster

care shall expire at the end of the twelve month period beginning on the date of such birth or placement.

3. Staff Member Eligibility

a. A staff member is eligible for up to twelve weeks of FMLA leave in a twelve month period.

b. A staff member shall become eligible for FMLA leave after the staff member has been employed at least twelve months by the Board and employed for at least 1,250 hours of service during the twelve month period immediately preceding the commencement of the FMLA leave.

(1) The twelve months a staff member must have been employed need not be consecutive months pursuant to 29 CFR §825.110(b).

(2) The minimum 1,250 hours of service shall be determined according to the principles established under the Fair Labor Standards Act (FLSA) for determining compensable hours of work pursuant to 29 CFR §785.

(3) The Board shall not provide pay for FMLA leave.

c. The method to determine the twelve month period in which the twelve weeks of FMLA leave entitlement occurs will be a "rolling" twelve month period measured backward from the date a staff member uses any FMLA leave.

d. Pursuant to 29 CFR §825.201, a husband and wife both employed by the Board are limited to a combined total of twelve weeks of FMLA leave during the twelve month period if the FMLA leave is taken for the birth of a son or daughter of a staff member or to care for such son or daughter after birth; for placement of a son or daughter with a staff member for adoption or foster care or in order to care for the son or daughter after placement; or to care for a staff member's parent with a serious health condition.

4. Types of FMLA leave

a. Continuous FMLA leave is taken by staff members for a continuous period of time. Such FMLA leave is not broken up by a period of work and is continuous when a staff member is absent for three consecutive working days or more. Continuous FMLA leave may be taken for any qualifying reason.

b. Intermittent FMLA leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced FMLA leave schedule is a FMLA leave schedule that reduces a staff member's usual number of working hours per workweek, or hours per workday. A reduced FMLA

leave schedule is a change in a staff member's schedule for a period of time, normally from full-time to part-time.

(1) Intermittent or reduced FMLA leave may be taken for the following qualifying reasons:

(a) For the serious health condition of the staff member or to care for a parent, son, or daughter with a serious health condition.

(i) For intermittent FMLA leave or FMLA leave on a reduced FMLA leave schedule taken for the reason outlined in B.4.b.(1)(a) above there must be a medical need for FMLA leave and it must be that such medical need can be best accommodated through an intermittent or reduced FMLA leave schedule.

(ii) The treatment regimen and other information described in the certification of a serious health condition and in the certification of a serious injury or illness, shall address the medical necessity of intermittent FMLA leave or FMLA leave on a reduced FMLA leave schedule.

(iii) Intermittent FMLA leave may be taken for a serious health condition of a parent, son, or daughter, for a staff member's own serious health condition, which requires treatment by a health care provider periodically, rather than for one continuous period of time, and may include FMLA leave of periods from an hour or more to several weeks.

(b) For planned and/or unanticipated medical treatment of a serious health condition when medically necessary.

(c) To provide care or psychological comfort to a covered family member with a serious health condition when medically necessary.

(d) For absences where a staff member or family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition even if he or she does not receive treatment by a health care provider.

(e) For FMLA leave taken after the birth of a healthy child or placement of a healthy child for adoption or foster care, only if the Board agrees.

(i) The Board's agreement is not required; however, for FMLA leave during which the mother has a serious health condition in connection with the birth of her child or if the newborn child has a serious health condition.

(2) If a staff member needs FMLA leave intermittently or on a reduced FMLA leave schedule for planned medical treatment, then a staff member must make a reasonable effort to schedule the treatment so as not to disrupt unduly the Board's operations.

(3) When a staff member takes FMLA leave on an intermittent or reduced FMLA leave schedule basis, the Board must account for the FMLA leave using an increment no greater than the shortest period of time that the Board uses to account for use of other forms of leave provided that it is not greater than one hour and provided further that a staff member's FMLA leave entitlement may not be reduced by more than the amount of FMLA leave actually taken.

(a) If the Board accounts for use of leave in varying increments at different times of the day or shift, the Board may not account for FMLA leave in a larger increment than the shortest period used to account for other leave during the period in which the FMLA leave is taken.

(b) If the Board accounts for other forms of leave use in increments greater than one hour, the Board must account for FMLA leave use in increments no greater than one hour.

5. Staff Member Notice Requirements

a. A staff member eligible for FMLA leave must give at least a thirty day written advance notice to the Superintendent or designee if the need for the FMLA leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of a staff member or a family member.

(1) If thirty days is not practical, a staff member must provide notice "as soon as practicable" which means as soon as both possible and practical, taking into account all the facts and circumstances in the individual case.

(2) Where it is not possible to give as much as thirty days' notice, "as soon as practical" ordinarily would mean at least verbal notification to the Superintendent or designee within one or two business days or when the need for FMLA leave becomes known to a staff member.

(3) The written notice shall include the reasons for the FMLA leave, the anticipated duration of the FMLA leave, and the anticipated start of the FMLA leave.

(4) When planning medical treatment, a staff member must consult with the Superintendent or designee and make a reasonable effort to schedule the FMLA leave so as not to unduly disrupt the educational program, subject to the approval of the health care provider.

(a) Staff members are ordinarily expected to consult with the Superintendent or designee prior to scheduling of treatment that would require FMLA leave for a schedule that best suits the needs of the Board and a staff member.

(5) Intermittent FMLA leave or FMLA leave on a reduced FMLA leave schedule must be medically necessary due to a serious health condition or a serious injury or illness. A staff member shall advise the Board of the reasons why the intermittent/reduced FMLA leave schedule is necessary and of the schedule for treatment, if applicable.

(a) A staff member and the Board shall attempt to work out a schedule for such FMLA leave that meets a staff member's needs without unduly disrupting the Board's operations, subject to the approval of the health care provider.

(6) Where a staff member does not comply with the Board's usual notice and procedural requirements, and no unusual circumstances justify the failure to comply, FMLA-protected leave may be delayed or denied.

b. When the approximate timing of the need for FMLA leave is not foreseeable, a staff member should give notice to the Superintendent or designee for FMLA leave as soon as practicable under the facts and circumstances of the particular case.

(1) It is expected a staff member will give notice to the Superintendent or designee within no more than one or two business days of learning of the need for FMLA leave, except in extraordinary circumstances where such notice is not foreseeable.

(2) A staff member should provide notice to the Board either in person, by telephone, telegraph, fax machine, email, or other electronic means.

6. Outside Employment During FMLA Leave

a. A staff member during any period of FMLA leave is prohibited from performing any services on a full-time basis for any person for whom a

staff member did not provide services immediately prior to commencement of the FMLA leave.

(1) A staff member using FMLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the Board.

(2) A staff member may continue the part-time employment that commenced prior to the FMLA leave at the same number of hours that a staff member was regularly scheduled prior to such FMLA leave.

7. "Instructional Employees" Exceptions for FMLA Leave

a. "Instructional Employees" are those staff members whose principal function is to teach and instruct students in class, a small group, or in an individual setting. This term includes teachers, athletic coaches, driving instructors, and special education assistants, such as signers for the hearing impaired.

(1) Teacher assistants or aides who do not have as their principal job actual teaching or instructing, guidance counselors, child study team members, curriculum specialists, cafeteria workers, maintenance workers, and/or bus drivers are not considered instructional staff members for the purposes of this Policy.

(2) For purposes of this Policy "Instructional Employees" shall be referred to as "Instructional Staff Members".

b. "Semester" means the school semester that typically ends near the end of the calendar year and the end of the spring each school year. The Board can have no more than two semesters in a school year.

c. FMLA leave taken at the end of the school year and continues into the beginning of the next school year is considered consecutive FMLA leave.

d. Eligible instructional staff members that need intermittent or reduced FMLA leave to care for a family member or for a staff member's own serious health condition which is foreseeable based on planned medical treatment and would be on FMLA leave more than twenty percent of the total number of working days over the period the FMLA leave would extend, the Board may:

(1) Require a staff member to take the FMLA leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or

(2) Transfer a staff member temporarily to an available alternative position for which a staff member is qualified, which has equivalent pay and benefits and which better accommodates

recurring periods of FMLA leave than does a staff member's regular position.

e. If the instructional staff member does not give the required notice for FMLA leave that is foreseeable and desires the FMLA leave to be taken intermittently or on a reduced FMLA leave schedule, the Board may require a staff member to take FMLA leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the Board may require a staff member to delay taking the FMLA leave until the notice provision is met.

f. If an instructional staff member begins FMLA leave more than five weeks before the end of the school year, the Board may require a staff member to continue taking FMLA leave until the end of the semester if:

(1) The FMLA leave will last three weeks; and

(2) A staff member would return to work during the three-week period before the end of the semester.

g. If an instructional staff member begins FMLA leave for a purpose other than a staff member's own serious health condition during the five week period before the end of the semester, the Board may require a staff member to continue taking FMLA leave until the end of the semester if:

(1) The FMLA leave will last more than two weeks; and

(2) The staff member would return to work during the two week period before the end of the semester.

h. If an instructional staff member begins FMLA leave for a purpose other than a staff member's own serious health condition during the three week period before the end of a semester, the Board may require a staff member to continue taking FMLA leave until the end of the semester if the FMLA leave will last more than five working days.

i. An example of FMLA leave falling within the situations outlines in B.7.f., B.7.g., and B.7.h. above:

(1) If a staff member plans two weeks of FMLA leave to care for a family member which will begin three weeks before the end of the term, the Board could require a staff member to stay out on FMLA leave until the end of the term.

j. In the case of a staff member who is required to take FMLA leave until the end of an academic term, only the period of FMLA leave until a staff member is ready and able to return to work shall be charged against a staff member's FMLA leave entitlement.

k. The Board may require a staff member to stay on FMLA leave until the end of the school term. Any additional leave required by the Board to the end of the school term is not counted as FMLA leave; however:

(1) The Board shall be required to maintain a staff member's group health insurance; and

(2) The Board shall be required to restore a staff member to the same or equivalent job including other benefits at the conclusion of the leave.

8. FMLA Leave Related to Military Service

a. Definitions for FMLA related to military service shall be in accordance with 29 CFR §§825.122; .126; .127; and .310.

b. The foreign deployment of the staff member's spouse, child, or parent in accordance with 29 CFR §§825.122 and .126:

(1) The district must grant an eligible staff member up to twelve work weeks of unpaid, job-protected FMLA leave during any twelve month period for qualifying exigencies that arise when the staff member's spouse, child, or parent is on covered active duty, or has been notified of an impending call or order to covered active duty.

c. Military caregiver FMLA leave provides care for a covered servicemember with a serious injury or illness in accordance with 29 CFR §§825.122 and .127:

(1) The district must grant up to a total of twenty-six workweeks of unpaid, job-protected FMLA leave during a "single twelve month period" to care for a covered servicemember with a serious injury or illness.

9. Verification

a. The Board shall require that a staff member's FMLA leave to care for a staff member's covered family member with a serious health condition, or due to a staff member's own serious health condition that makes a staff member unable to perform one or more of the essential functions of a staff member's position, be supported by a certification issued by the health care provider of a staff member or a staff member's family member.

(1) The Board must give written notice of a requirement for certification each time a certification is required. The Board's oral request to a staff member to furnish any subsequent certification is sufficient.

b. The Board shall require a staff member furnish certification at the time a staff member gives notice of the need for FMLA leave or within five

business days thereafter, or, in the case of unforeseen FMLA leave, within five business days after the FMLA leave commences.

(1) The Board may request certification at some later date if the Board later has reason to question the appropriateness of the FMLA leave or its duration.

(2) A staff member must provide the requested certification to the Board within fifteen calendar days after the Board's request, unless it is not practicable under the particular circumstances to do so despite a staff member's diligent, good faith efforts or the Board provides more than fifteen calendar days to return the requested certification.

c. When FMLA leave is taken because of a staff member's own serious health condition, or the serious health condition of a family member, the Board shall require a staff member to obtain a medical certification from a health care provider that sets forth the following information:

(1) The name, address, telephone number, and fax number of the health care provider and type of medical practice/specialization;

(2) The approximate date on which the serious health condition commenced, and its probable duration;

(3) A statement or description of appropriate medical facts regarding the patient's health condition for which FMLA leave is requested. The medical facts must be sufficient to support the need for FMLA leave.

(a) Such medical facts may include information on symptoms, diagnosis, hospitalization, doctor visits, whether medication has been prescribed, any referrals for evaluation or treatment (physical therapy, for example), or any other regimen of continuing treatment;

(4) If a staff member is the patient, information sufficient to establish that a staff member cannot perform the essential functions of a staff member's job as well as the nature of any other work restrictions, and the likely duration of such inability;

(5) If the patient is a covered family member with a serious health condition, information sufficient to establish that the family member is in need of care, and an estimate of the frequency and duration of the FMLA leave required to care for the family member;

(6) If a staff member requests FMLA leave on an intermittent or reduced schedule basis for planned medical treatment of a staff member's or a covered family member's serious health condition,

information sufficient to establish the medical necessity for such intermittent or reduced schedule FMLA leave and an estimate of the dates and duration of such treatments and any periods of recovery;

(7) If a staff member requests FMLA leave on an intermittent or reduced schedule basis for a staff member's serious health condition, including pregnancy, that may result in unforeseeable episodes of incapacity, information sufficient to establish the medical necessity for such intermittent or reduced schedule FMLA leave and an estimate of the frequency and duration of the episodes of incapacity; and

(8) If a staff member requests FMLA leave on an intermittent or reduced schedule basis to care for a covered family member with a serious health condition, a statement that such FMLA leave is medically necessary to care for the family member, which can include assisting in the family member's recovery, and an estimate of the frequency and duration of the required FMLA leave.

d. A staff member may choose to comply with the certification requirement by providing the Board with an authorization, release, or waiver allowing the Board to communicate directly with the health care provider of a staff member or his or her covered family member.

(1) It is a staff member's responsibility to provide the Board with complete and sufficient certification and failure to do so may result in the denial of FMLA leave.

e. If the Board has reason to doubt the validity of a medical certification, the Board may require a staff member to obtain a second opinion at the Board's expense.

(1) The Board may designate the health care provider to furnish the second opinion, but the selected health care provider may not be employed on a regular basis by the Board.

f. If the opinions of a staff member's and the Board's designated health care providers differ, the Board may require a staff member to obtain certification from a third health care provider, again at the Board's expense. This third opinion shall be final and binding. The third health care provider must be designated or approved jointly by the Board and the staff member.

10. Reinstatement Following FMLA Leave

a. On return from FMLA leave a staff member is entitled to be returned to the same position a staff member held when FMLA leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

(1) A staff member is entitled to such reinstatement even if a staff member has been replaced or his or her position has been restructured to accommodate for a staff member's absence.

(2) The requirement that a staff member be restored to the same or equivalent job with the same or equivalent pay, benefits, and terms and conditions of employment does not extend to de minimis, intangible, or unmeasurable aspects of the job.

b. Denial of Reinstatement

(1) A staff member has no greater right to reinstatement or to other benefits and conditions of employment that if a staff member had been continuously employed during the FMLA leave period.

(a) The Board must be able to show that a staff member would not otherwise have been employed at the time reinstatement is requested in order to deny restoration to employment.

(2) The Board may deny job restoration to "key employees", if such denial is necessary to prevent substantial and grievous economic injury to the operations of the Board.

(a) A "key employee" is a salaried FMLA-eligible staff member who is among the highest paid ten percent of all staff members employed by the Board within seventy-five miles of a staff member's worksite.

(3) If a staff member is unable to perform an essential function of the position because of a physical or mental condition, including the continuation of a serious health condition or an injury or illness also covered by workers' compensation, a staff member has no right to restoration to another position under the FMLA.

(a) The Board's obligation may; however, be governed by the Americans with Disabilities Act, State leave law, or workers' compensation laws.

(4) A staff member who fraudulently obtains FMLA leave from the Board is not protected by FMLA's job restoration or maintenance of health benefits provisions.

c. Intent to Return to Work

(1) The Board may require a staff member on FMLA leave to report periodically on a staff member's status and intent to return to work.

d. Fitness for Duty Certification

(1) As a condition of restoring a staff member whose FMLA leave was a result of a staff member's own serious health condition that made a staff member unable to perform a staff member's job, the Board shall require all similarly-situated staff members (i.e., same occupation, same serious health condition) who take FMLA leave for such conditions to obtain and present certification from a staff member's health care provider that a staff member is able to resume work.

(2) A staff member has the same obligations to participate and cooperate in the fitness-for-duty certification process as in the initial certification process.

11. The Board of Education Notice

a. Notice of Staff Member Rights Under FMLA

(1) The Board shall post and keep posted on its premises, in conspicuous places where staff members are employed, a notice explaining the FMLA's provisions and providing information concerning the procedures for filing complaints of violations of the FMLA with the Wage and Hour Division.

(a) The notice will be posted prominently where it can be readily seen by staff members and applicants for employment.

(b) The poster and the text will be large enough to be easily read and contain fully legible text.

(c) Electronic posting is sufficient to meet this posting requirement as long as it otherwise meets the requirements of B.11.

(2) The Board shall also provide this general notice to each staff member by including the notice in staff members' handbooks or other written guidance to staff members concerning staff member benefits or FMLA leave rights, if such written materials exist, or by distributing a copy of the general notice to each new staff member upon hiring. In either case, distribution may be accomplished electronically.

(3) Access to and/or distribution of this Policy shall serve as school district notice to staff members of their rights pursuant to 29 CFR §825 et seq.

b. Eligibility Notice

(1) When a staff member requests FMLA leave, or when the Board acquires knowledge that a staff member's FMLA leave may be for

an FMLA-qualifying reason, the Board must notify the staff member of the staff member's eligibility to take FMLA leave within five business days, absent extenuating circumstances.

c. Designation Notice

(1) The Board is responsible in all circumstances for designating leave as FMLA-qualifying, and for giving notice of the designation to a staff member. The Board must notify a staff member whether the leave will be designated and will be counted as FMLA leave within five business days absent extenuating circumstances.

(2) If the Board requires paid leave to be substituted for unpaid FMLA leave, or that paid leave taken under an existing leave plan be counted as FMLA leave, the Board must inform a staff member of this designation at the time of designating the FMLA leave.

12. Local Board of Education Practices

a. Substitution of Paid Leave

(1) Whether a staff member is required to use sick time or any other accrued leave time concurrent with FMLA leave time will depend upon either the district's practice or a provision in the district's collective bargaining agreement, if applicable.

b. Maintenance of Staff Member Benefits

(1) The Board must maintain a staff member's coverage under any group health plan on the same conditions as coverage would have been provided if a staff member had been continuously employed during the entire FMLA leave period.

C. Shared Provisions

1. Interference with Family Leave Rights

The NJFLA and the FMLA prohibit interference with a staff member's rights under the law, and with legal proceedings or inquiries relating to a staff member's rights. Unless permitted by the law, no staff member shall be required to take family leave or to extend family leave beyond the time requested. A staff member shall not be discriminated against for having exercised his/her rights under the NJFLA and the FMLA nor discouraged from the use of family leave.

2. Non-Tenured Teaching Staff

Family leave granted to a nontenured staff member cannot extend a staff member's employment beyond the expiration of his/her employment contract.

3. Record Keeping

The Superintendent or designee shall ensure the keeping of accurate attendance records that distinguish family leave from other kinds of leave so a staff member's entitlement to NJFLA leave and FMLA leave can be properly determined.

4. Processing of Complaints

a. New Jersey Family Leave Act

(1) Any complaint alleging a violation of the NJFLA shall be processed in the same manner as a complaint filed under the terms of N.J.S.A. 10:5-1 et seq. and N.J.A.C. 13:4 through the New Jersey Department of Law and Public Safety, Division on Civil Rights.

b. Federal Family and Medical Leave Act (FMLA)

(1) If there is a dispute between the Board and a staff member as to whether leave qualifies as FMLA leave, it should be resolved through discussion between the staff member and the Superintendent or designee. Such discussions and the decision shall be documented by the Superintendent or designee.

(2) A staff member also may file, or have another person file on his/her behalf, a complaint with the United States Secretary of Labor. A complaint may be filed in person, by mail, or by telephone with the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, at any local office of the Wage and Hour Division.

(3) This Policy 1643 shall be posted on the school district website, in a manner accessible to all staff members and a hard copy shall be provided to all staff members annually prior to the beginning of the school year and upon initial employment in the school district during the school year.

29 CFR §825 et seq.
29 CFR §785
N.J.S.A. 10:5-1;
N.J.S.A. 34:11B et seq.
N.J.A.C. 13:14-1 et seq.

Adopted: March 24, 2021

2415 EVERY STUDENT SUCCEEDS ACT

The Every Student Succeeds Act (ESSA) is a reauthorization of the Elementary and Secondary Education Act (ESEA) of 1965 that provides Federal funds to help all New Jersey's school children achieve. The purpose of the ESSA is to ensure all students have equitable access to high-quality educational resources and opportunities and to close educational achievement gaps. The Board of Education elects to augment the instructional program of students by projects supported by Federal funds allocated under the ESSA and the district will comply with the requirements of all the programs authorized by the ESSA.

The district may be eligible for several grant programs funded through the ESSA, including, but not limited to, Title I through Title VII. Many of the Titles of the ESSA have several parts and subparts that provide a funding source for specific purposes.

Application Procedure

The district will submit an annual ESSA Consolidated Formula Subgrant Application to the New Jersey Department of Education (NJDOE). The school district's application shall include all information required by the NJDOE and the ESSA for the district to be considered for funding under the ESSA.

Covered Programs

Formula grants under the ESSA are non-competitive grants that school districts are eligible for based on the make-up of their student bodies. These formula grants for each Title are committed to different purposes and may be used to support different activities and programs.

Title I

The largest Federal program supporting elementary and secondary education is Title I. The ESSA strengthens Title I requirements for the State's assessments, accountability system, and support for school improvement. The law also requires minimum qualifications for teachers and paraprofessionals in Title I programs.

The school district must use the best available measure for identifying children from low-income families to: identify eligible school attendance areas, determine the ranking of each area, and determine allocations as identified in the Title I guidelines and regulations.

The school district will offer Title I services to eligible children enrolled in private elementary and secondary schools. The services and benefits will be equitable in comparison to services and benefits for participating public school children.

The school district will provide the New Jersey Department of Education assurances it will provide the maximum coordination between the Title I program, the regular school program, and services provided by other programs for specialized populations. The Title I program will consider the special needs of homeless children, migrant children, children with disabilities and limited English proficient (LEP) children. Title I funds will be reserved so that migrant children who are otherwise eligible to receive Title I services, even if they arrive during the school year, are served.

Type of Title I Program

The school district will offer a Target Assistance Title I program.

Schools that are not eligible for (or do not choose to operate) school-wide Title I programs must use Title I funds to provide targeted services to low-achieving students. A Target Assistance program must be established in accordance with the Title I guidelines and regulations and the New Jersey Department of Education.**]**

New Jersey Department of Education Accountability System

The district will comply with the accountability system established by the New Jersey Department of Education and outlined in the New Jersey State Plan and approved by the United States Department of Education.

Fiscal Responsibility

The district will comply with the requirements as outlined in Policy 2415.02 Title I – Fiscal Responsibilities in accordance with the NJDOE and the ESSA.

Staff

The district will comply with the staff certification requirements of the ESSA and the NJDOE. In addition, the district will ensure al Policy 4125 – Employment of Support Staff Members. l paraprofessionals meet the requirements as established by the ESSA and as outlined in

Parental Involvement

The district will comply with the requirements as outlined in Policy 2415.04 – Parental Involvement in accordance with the NJDOE and the ESSA.

Student Surveys, Analysis, and/or Evaluations

The Protection of Pupil Rights Amendment (PPRA) applies to school districts that receive Federal funding from the United States Department of Education. The district will comply with the requirements as outlined in Policy 2415.05 - Student Surveys, Analysis, and/or Evaluations in accordance with the PPRA.

Unsafe School Choice Option

In the event there is a school in the district designated as Persistently Dangerous in accordance with the Victims of Violent Criminal Offenses as outlined in the ESSA, the district will comply

with the requirements of Policy 2415.06 – Unsafe School Choice Option in accordance with the NJDOE and the ESSA.

Property

Property acquired through Title I funds for use in public or private schools will be acquired in accordance with the Public School Contracts Law, will be held in title by the Board of Education, and will not be used for other purposes so long as it is required in the Title I program. Property no longer required for Title I purposes will be used for other, similarly funded projects or disposed of in accordance with State and Federal guidelines.

Capital Expenses

The Superintendent will assure the district abides by New Jersey's Public Contracts Law; consults appropriate private school officials prior to making any decisions regarding capital expenses; ensure funds that are received to cover capital expenses provide equitable Title I services to private school students; ensure accounts for any capital funding is separately maintained; and assure lease purchase agreements are consistent with applicable statute and administrative code.

Post-Award Requirements

The school district will maintain all project records for five years following the completion of the activity for which the funds were used. The school district will prepare and submit all reports as required by the State Department of Education in a timely manner.

Supplement, Not Supplant

Grant funds provided under Federal programs, including the ESEA of 1965 as amended by the ESSA, shall supplement, not supplant the funds that would, in the absence of such Federal funds, be made available from State and local sources for the education of students participating in programs assisted under the ESEA of 1965 as amended by the ESSA.

Evaluation

The Superintendent or designee will evaluate the ESSA programs as required by the United States and the New Jersey Departments of Education.

Elementary and Secondary Education Act of 1965 (20 U.S.C. 2701 et seq.) as amended by the Every Student Succeeds Act.

Revised: March 24, 2021

2415.02 TITLE I – FISCAL RESPONSIBILITIES

The Andover Regional School District Board of Education will comply with the requirements of the Elementary and Secondary Education Act (ESEA) of 1965 (20 U.S.C. 2701 et seq.) as amended by the Every Student Succeeds Act (ESSA).

Maintenance of Effort

To be in compliance with the requirements of the ESEA as amended by the ESSA, the Andover Regional School District Board of Education will maintain either a combined fiscal effort per student or aggregate expenditures of State and local funds with respect to the provision of the free public education by the Local Education Agency (LEA) for the preceding fiscal year that is not less than ninety percent of the combined fiscal effort per student or the aggregate expenditures for the second preceding fiscal year.

Comparability with Multiple Schools

To be in compliance with the requirements of the ESEA as amended by the ESSA, the Andover Regional School District Board of Education directs the Superintendent to assign teachers, administrators, and auxiliary personnel to the schools in such a way that the equivalence of personnel is ensured among schools. The school district will ensure that State and local funds are used to provide comparable services for Title I and non-Title I schools.

Comparability of Materials and Supplies

To be in compliance with the requirements of the ESEA as amended by the ESSA, the Andover Regional School District Board of Education directs the Superintendent to distribute curriculum materials and instructional supplies to the schools in such a way that the equivalence of such material is ensured among schools.

Supplement, Not Supplant

Grant funds provided under Federal programs, including the ESEA as amended by the ESSA, shall supplement, not supplant the funds that would, in the absence of such Federal funds, be made available from State and local sources for the education of students participating in programs assisted under the ESEA as amended by the ESSA.

Elementary and Secondary Education Act of 1965 (20 U.S.C. 2701 et seq.) as amended by the Every Student Succeeds Act.

Revised: March 24, 2021

2415.05 STUDENT SURVEYS, ANALYSIS, AND/OR EVALUATIONS

The Protection of Pupil Rights Amendment (PPRA) (20 U.S.C. §1232h; 34 CFR Part 98) applies to school districts that receive funding from the United States Department of Education.

Consent

PPRA requires written consent from parents of unemancipated minor students and students who are eighteen years old or emancipated minor students before such students are required to participate in a survey, analysis, or evaluation funded in whole or in part by a program of the United States Department of Education that concerns one or more of the following areas referred to as "protected information surveys":

1. Political affiliations or beliefs of the student or student's parent;

2. Mental or psychological problems of the student or student's family;

3. Sex behavior or attitudes;

4. Illegal, anti-social, self-incriminating or demeaning behavior;

5. Critical appraisals of others with whom respondents have close family relationships;

6. Legally recognized privileged or analogous relationships, such as with lawyers, physicians, and ministers;

7. Religious practices, affiliations, or beliefs of the student or parents;

8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program); or

9. Social security number.

This consent requirement also applies to the collection, disclosure or use of student information for marketing purposes, referred to as "marketing surveys", and for certain physical examinations and screenings.

"Opt a Student Out" Notice

The parents of unemancipated minor students and students who are eighteen years old or emancipated minor students will be provided an opportunity to opt out of participating in:

1. The collection, disclosure, or use of personal information obtained from students for marketing, to sell, or otherwise distribute information to others;

2. The administration of any other "protected information survey" not funded in whole or in part by the United States Department of Education; and

3. Any non-emergency, invasive physical examination required as a condition of attendance, administered by the school district or its agents, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, scoliosis screenings, or any physical examination or screening permitted or required under State law.

Inspection

The parents of unemancipated minor students and students who are eighteen years old or emancipated minor students, upon request and before administration or use, have the right to inspect:

1. Protected information surveys of students;

2. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and

3. Instructional material used as part of the educational curriculum.

The Superintendent or designee shall be responsible for obtaining the consent, annual direct notification to parents and eligible students at the start of each school year and after any substantive changes of the "opt a student out" rights, and the inspection rights provisions of PPRA and this Policy. The "opt a student out" notice shall include any specific or approximate dates of the activities eligible for a student to "opt out."

PPRA Consent/Opt Out Violations

Parents or students who believe their rights under PPRA may have been violated may file a complaint with United States Department of Education.

The Protection of Pupil Rights Amendment (PPRA)
(20 U.S.C. §1232h; 34 CFR Part 98)
Elementary and Secondary Education Act of 1965 (20 U.S.C. 2701 et seq.) as amended by the Every Student Succeeds Act.

Revised: March 24, 2021

2415.20 EVERY STUDENT SUCCEEDS ACT COMPLAINTS

The Every Student Succeeds Act (ESSA) reauthorized the Elementary and Secondary Education Act of 1965 (ESEA). A Board of Education shall adopt a policy and written procedures for resolving a written complaint presented by an individual or organization that alleges violations in the administration of the ESSA programs as identified by the New Jersey Department of Education (NJDOE).

Policy and Regulation 2415.20 set forth the requirements for resolving complaints presented by any individual or organization that:

1. A school, school district, other agency authorized by the school district, or by the NJDOE violated the administration of education programs authorized by the ESEA as amended by the ESSA; and/or

2. The NJDOE violated the administration of education programs required by the ESEA as amended by the ESSA.

Complaints regarding nonpublic school officials alleging school district noncompliance must pertain to at least one of the following three specific reasons:

1. The school district did not engage in consultation that was meaningful and timely;

2. The school district did not give due consideration to the views of the nonpublic school officials; or

3. The school district did not make a decision that treats the nonpublic school or its students equitable and in accordance with ESEA Section 1117 or Section 8501.

A complaint shall be written and must identify, at a minimum, the alleged ESEA violation; a description of previous steps taken to resolve the matter; the facts supporting the alleged violation as understood by the complainant at the time of submission; and any supporting documentation.

A complaint alleging a school in the district, school district, or other agency authorized by the school district, or the NJDOE violated the administration of a program must be submitted to the School Business Administrator/Board Secretary. The School Business Administrator/Board Secretary shall be responsible to coordinate the investigation of the complaint. The School Business Administrator/Board Secretary shall submit a written report regarding the outcome of the investigation to the complainant.

If the complainant is not satisfied with the outcome of the investigation by the school district, the complainant must submit a written complaint to the Executive County Superintendent for the county where the school district is located. This process does not apply to alleged violations concerning participation of nonpublic school children.

The Executive County Superintendent will coordinate the investigation of a complaint. When the investigation is complete, the Executive County Superintendent will notify the complainant in writing regarding the outcome of the investigation. If it is determined a violation has occurred, the Executive County Superintendent will identify and impose the appropriate consequences or corrective action in accordance with statute and/or regulation to resolve the complaint. If the complainant is not satisfied with the determination that is made by the Executive County Superintendent, the complainant may submit a written request for review of that determination to the Assistant Commissioner.

A complaint alleging the NJDOE violated the administration of a program must be submitted to the designated New Jersey Department of Education Assistant Commissioner. The appropriate NJDOE Office assigned by the Assistant Commissioner will coordinate the investigation of a complaint. When the investigation is complete, the Assistant Commissioner will notify the complainant in writing regarding the outcome of the investigation. If it is determined a violation has occurred, the Assistant Commissioner will identify and impose the appropriate consequences or corrective actions as required by statute and/or regulation to resolve the complaint.

If a complainant does not agree with the NJDOE's decision, the complainant may appeal to the Secretary of the United States Department of Education.

To initiate a complaint regarding participation of nonpublic school children, a complainant must submit a written complaint to the NJDOE Nonpublic Ombudsman in accordance with NJDOE procedures.

New Jersey Department of Education Elementary and Secondary Education Act (ESEA) Complaint Policy and Procedure

Revised: March 24, 2021

4125 EMPLOYMENT OF SUPPORT STAFF MEMBERS

The Board of Education believes it is vital to the successful operation of the school district that support staff member positions be filled with highly qualified and competent professionals.

In accordance with the provisions of N.J.S.A. 18A:27-4.1, the Board shall appoint, transfer, remove, or renew a certificated or non-certificated officer or employee only upon the recommendation of the Superintendent of Schools and by a recorded roll call majority vote of the full membership of the Board. The Board shall not withhold its approval for arbitrary and capricious reasons. The Board shall approve the employment, fix the compensation, and establish the term of employment for every support staff member employed by this district.

The Board may employ substitutes and/or contract for substitutes for absent support staff members in order to ensure continuity in a program. The Board will annually approve a list of substitutes and rate of pay and/or the Board will approve a contract for a contracted service provider to provide substitute support staff members.

The Board of Education shall not employ for pay or contract for the paid services of any support staff member or any other person serving in a position which involves regular contact with students unless the Board has first determined consistent with the requirements and standards of N.J.S.A. 18A:6-7.1 et seq. that no criminal history record information exists on file in the Federal Bureau of Investigation, Identification Division, or the State Bureau of Identification which would disqualify the individual from being employed or utilized in such capacity or position.

An individual employed by the Board or a school bus contractor holding a contract with the Board, in the capacity of a school bus driver, shall be required to meet the criminal history record requirements as outlined in N.J.S.A. 18A:39-19.1.

The Board will employ paraprofessional school aides and/or classroom aides to assist in the supervision of student activities under the direction of a Principal, teacher, or other designated certified professional personnel. Aides will serve the needs of students by performing nonprofessional duties and may work only under the direct supervision of a teaching staff member(s).

In accordance with the requirements of the Every Student Succeeds Act (ESSA), paraprofessionals hired after January 8, 2002, who work in a program supported with Title I, Part A funds, with certain exceptions, must meet one of the following criteria:

1. Completed at least two years of study at an institution of higher education;

2. Obtained an associate's (or higher) degree; or

3. Met a rigorous standard of quality and be able to demonstrate, through a formal State or local academic assessment, knowledge of and the ability to assist in instructing, reading, writing, and mathematics (or, as appropriate, reading readiness, writing readiness, and mathematics readiness).

Paraprofessional staff working in a Title I school, and whose salary is paid for in whole or in part with Title I funds, must meet one of the criteria listed above. The Superintendent or designee will ensure paraprofessionals working in a program supported with Title I funds meet the above stated requirements.

An individual employed by the Board in any substitute capacity or position shall be required to undergo a criminal history record check in accordance with the provisions of N.J.S.A. 18A:6-7.1b.

An individual, except as provided in N.J.S.A. 18A:6-7.1g, shall be permanently disqualified from employment or service in the school district if the criminal history record check reveals a record of conviction for any crime or offense as defined in N.J.S.A. 18A:6-7.1 et seq.

The Board or contracted service provider may employ an applicant on an emergent basis for a period not to exceed three months, pending completion of a criminal history record check if the Board or contracted service provider demonstrates to the Commissioner of Education that special circumstances exist which justify the emergent employment as prescribed in N.J.S.A. 18A:6-7.lc. In the event the criminal history record check is not completed for an emergent hired employee within three months, the Board or contracted service provider may petition the Commissioner for an extension of time, not to exceed two months, in order to retain the employee.

No criminal history record check shall be performed unless the applicant shall have furnished written consent to such a check. The applicant shall bear the cost for the criminal history record check, including all costs for administering and processing the check. The district will deny employment to an applicant if the applicant is required and refuses to submit to a criminal history record check.

The Board of Education prohibits any relative of a Board member or the Superintendent of Schools from being employed in an office or position in the school district in accordance with the provisions of N.J.A.C. 6A:23A-6.2 and Board Policy 0142.1 – Nepotism.

A support staff member's misstatement of fact material to his/her qualifications for employment or the determination of his/her salary will be considered by the Board to constitute grounds for dismissal.

N.J.S.A. 18A:6-5; 18A:6-6; 18A:6-7.1; 18A:6-7.1b;
18A:6-7.1c; 18A:6-7.2;
18A:16-1 et seq.; 18A:26-1 et seq.;
18A:27-1 et seq.; 18A:27-4.1;
18A:27-7; 18A:27-8; 18A:39-19.1
N.J.S.A. 18A:54-20 **[vocational districts]**

POLICY

Revised: March 24, 2021

ANDOVER REGIONAL SCHOOL DISTRICT
BOARD OF EDUCATION

5330.01 ADMINISTRATION OF MEDICAL CANNABIS

The Board of Education, in accordance with the requirements of N.J.S.A. 18A:40-12.22, must adopt a Policy authorizing parents and designated caregiver(s) to administer medical cannabis to a qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event. The parent of a qualifying student patient requesting the administration of medical cannabis to the student while on school grounds, aboard a school bus, or attending a school-sponsored event must comply with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A. 24:6I-1 et seq. and Policy and Regulation 5330.01.

A student enrolled in the school district must be authorized to engage in the medical use of cannabis pursuant to N.J.S.A. 24:6I-1 et seq. and that the parent or designated caregiver(s) be authorized to assist the student with the medical use of cannabis pursuant to N.J.S.A. 24:6I-1 et seq. The student and the designated caregiver(s) must complete registration with the Cannabis Regulatory Commission in accordance with the requirements of N.J.S.A. 24:6I-4.

The parent of the student authorized to engage in the medical use of cannabis must submit a written request with supporting documentation to the Principal requesting approval to have a designated caregiver(s) assist in the administration of medical cannabis to the qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event. The Principal, in consultation with the school nurse, the school physician, and the Superintendent of Schools, will review each request and upon approval will inform the parent in writing of the approval with details for the administration of medical cannabis to the qualifying student patient. The medical use of cannabis by a qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event will only be authorized after the written approval from the Principal is provided to the parent.

Medical cannabis may only be administered to the qualifying student patient while the student is on school grounds, aboard a school bus, or attending a school-sponsored event by the designated caregiver(s) in accordance with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A. 24:6I-1 et seq. The prescribed medical cannabis must be in the possession of the designated caregiver(s) at all times, except during the administration process. The designated caregiver(s) shall comply with the requirements of the Principal's written approval for the administration of medical cannabis to the qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event.

All health records related to the administration of medical cannabis to a qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event shall be maintained in accordance with the requirements of N.J.A.C. 6A:16-2.4 and N.J.A.C. 6A:32-7.4.

No person shall be subject to arrest or prosecution for constructive possession, conspiracy, or any other offense for simply being in the presence or vicinity of the medical use of cannabis as authorized under N.J.S.A. 24:6I-1 et seq. or N.J.S.A. 18A:40-12.22. No custodial parent or

person who has legal custody of a qualifying student patient who is a minor shall be subject to arrest or prosecution for constructive possession, conspiracy, or any other offense for assisting the minor in the medical use of cannabis as authorized under N.J.S.A. 24:6I-1 et seq. or N.J.S.A. 18A:40-12.22.

N.J.S.A. 18A:40-12.22
N.J.S.A. 24:6I-1 et seq.
N.J.A.C. 6A:16-2.4; 6A:32-7.4

Revised: March 4, 2021

6360 POLITICAL CONTRIBUTIONS

Political Contribution Disclosure Requirements

In accordance with the requirements of Section 2 of P.L. 2005, Chapter 271 (N.J.S.A. 19:44A-20.26), the Board of Education shall have on file, to be maintained with other documents related to a contract, the following documents to award a contract to any business entity receiving a contract with an anticipated value in excess of $17,500, regardless of the basis upon which the contract is awarded:

1. A Political Contribution Disclosure (PCD) form submitted by the business entity (at least ten days prior to award); and

2. A Business Registration Certificate (anytime prior to award).

"Business entity" means a for-profit entity that is a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other State or foreign jurisdiction.

The $17,500 contract amount is not related to the Board's bid threshold and does not exempt the district from the requirements of the Public School Contracts Law or other applicable purchasing statutes.

The $17,500 contract amount threshold is subject to the principle of aggregation rules in accordance with the Division of Local Government Services guidance. Unlike the Public School Contracts Law, aggregation thresholds for this Policy and Chapter 271 purposes shall be calculated at the vendor level – meaning, when a vendor receives more than $17,500 in a school district's fiscal year, a PCD form shall be required.

The disclosure provisions of N.J.S.A. 19:44A-20.26 do not apply in cases where there is a "public emergency" that requires the immediate delivery of goods or services.

Insurance companies and banks are prohibited under State law from making political contributions. However, because the PCD form reflects contributions made by partners, Boards of Directors, spouses, etc., PCD forms are required ten days prior to the approval of a depository designation resolution or insurance company contract awarded by the Board. A PCD form is also required when a contract in excess of $17,500 is made to an insurance broker. A PCD form is required from the company receiving the contract, regardless of the entity issuing an insurance policy.

PCD forms are required for Board of Education contracts in excess of $17,500 with a New Jersey Department of Education "Approved In-State Private School for the Disabled." Chapter 271 also applies to in-State private special education schools, educational services under any Federally funded program, early childhood school providers – DHS approved, and other similar programs.

If the school district spends more than $17,500 in a school year with a newspaper, the selection of the newspaper is subject to the provisions of Chapter 271.

PCD forms are not required for regulated public utility services, as the Board is required by the Board of Public Utilities to use a specific utility. This exception does not apply to non-regulated public utility services, such as generated energy (not tariffed), or long-distance telephone services where other procurement practices are used.

PCD forms are not required for membership to the New Jersey School Boards Association.

A non-profit organization having proper documentation from the Internal Revenue Service (IRS) showing it is registered with the IRS as a 501(c) type corporation is not required to file a PCD form.

A PCD form is not required for contracts with governmental agencies, including State colleges and universities.

If the original contract provided for the possibility of an extension(s), Chapter 271 compliance is not required if the extension/continuation is based on that original contract.

N.J.S.A. 19:44A-1 et seq.
N.J.A.C. 6A:23A-6.3
New Jersey Department of Community Affairs Local Finance Notices - 6/4/07 & 1/15/10

Revised: March 24, 2021

7425 LEAD TESTING OF WATER IN SCHOOLS

The health, safety, and welfare of the children in the school district are of utmost importance to the Board of Education. The potential exposure to lead-contaminated drinking water poses serious health problems, particularly for children, as well as for teachers and school personnel, since the risk of lead contamination can come from pipe and plumbing fixtures in school facilities or on school grounds. The Board shall assure the availability of potable drinking water through sanitary means in school facilities or on school grounds. The Board of Education shall provide, in accordance with N.J.A.C. 6A:26-12.4, testing for lead in all district sources of drinking water.

The Board shall conduct lead sampling and analysis in all drinking water outlets to which a student or staff member has**,** or may have, access in each school facility, other facility, or temporary facility, as soon as practicable, but no later than July 13, 2017, unless the district qualifies for an exemption in accordance with N.J.A.C. 6A:26-12.4(j). This lead sampling and analysis shall be conducted with a lead sampling plan in accordance with N.J.A.C. 6A:26-12.4(d)1, 2, and 3, and shall be in accordance with the Safe Drinking Water Act, N.J.S.A. 58:12A-1.

The Superintendent of Schools or designee shall complete a review of the final laboratory results within seventy-two hours of receipt. Within twenty-four hours after the Superintendent or designee has completed a review of final laboratory results in accordance with the provisions of N.J.A.C. 6A:26-12.4(e), the test results shall be made publicly available at the school facility and on the Board of Education's website. If any results exceed the permissible lead action level, the Board shall provide written notification to the parents of all students attending the facility, facility staff, and the New Jersey Department of Education. This written notification shall include: a description of the measures taken by the Superintendent or designee to immediately end the use of each drinking water outlet where the water quality exceeded the permissible lead action level; any additional remedial action taken or planned by the Board of Education; the measures taken to ensure that alternate drinking water has been made available to all students and staff members; where the water outlet(s) is located; and information regarding the health effects of lead in accordance with N.J.A.C. 6A:26-12.4(e)1 and 2.

Notwithstanding the results or date of any prior testing, the Board shall continue to test drinking water outlets in the designated Statewide required testing year, which shall be every third school year beginning with the 2021-2022 school year and subsequently occurring in the 2024-2025 school year. By no later than June 30 of the designated Statewide required testing year, the Board shall test all drinking water outlets in accordance with N.J.A.C. 6A:26-12.4(g)1. The Board shall sample for lead after the replacement of any drinking water outlet or any other alteration to plumbing or service lines that may impact lead levels at the outlet, in accordance with N.J.A.C. 6A:26-12.4(g)2.

The Board shall submit to the New Jersey Department of Education by June 30 of each year a statement of assurance, that the school district completed lead testing in accordance with N.J.A.C. 6A:26-12.4; that notifications were provided consistent with N.J.A.C. 6A:26-12.4; and that alternative drinking water continues to be made available to all students and staff, if necessary, pursuant to N.J.A.C. 6A:26-12.4(i).

The Board may apply for reimbursement for the costs of any water supply testing and analysis conducted, in accordance with N.J.A.C. 6A:26-12.4(k).

N.J.S.A. 58:12A-1 et seq.
N.J.A.C. 6A:26-12.4

Revised: March 24, 2021

8330 STUDENT RECORDS

The Board of Education believes that information about individual students must be compiled and maintained in the interest of the student's educational welfare and advancement. The Board will strive to balance the student's right to privacy against the district's need to collect, retain, and use information about individual students and groups of students. The Board authorizes the establishment and maintenance of student files that include only those records mandated by law, rules of the State Board of Education, authorized administrative directive, and those records permitted by this Board.

The Superintendent shall prepare, present to the Board for approval, and distribute regulations that implement this Policy and conform to applicable State and Federal law and rules of the State Board of Education.

General Considerations

The Board shall compile and maintain student records and regulate access, disclosure, or communication of information contained in educational records in a manner that assures the security of such records in accordance with the provisions of N.J.A.C. 6A:32-7.1 et seq. Student records shall contain only such information as is relevant to the education of the student and is objectively based on the personal observations or knowledge of the certified school personnel who originate(s) the record. The school district shall provide annual, written notification to parents, adult students, and emancipated minors of their rights in regard to student records and student participation in educational, occupational, and military recruitment programs. Copies of the applicable State and Federal laws and local policies shall be made available upon request. The school district shall make every effort to notify parents and adult students in their dominant language.

A non-adult student may assert rights of access only through his or her parent(s). However, nothing in N.J.A.C. 6A:32-7 shall be construed to prohibit certified school personnel from disclosing at their discretion student records to non-adult students or to appropriate persons in connection with an emergency, if such knowledge is necessary to protect the health or safety of the student or other persons.

No liability shall be attached to any member, officer, or employee of the Board permitting access or furnishing student records in accordance with N.J.A.C. 6A:32-7.1 et seq.

Student Information Directory

A student information directory is a publication of the Board that includes information relating to a student as defined in N.J.A.C. 6A:32-2.1. This information includes: name; grade level; date and place of birth; dates of school attendance; major field of study; participation in officially recognized activities; weight and height relating to athletic team membership; degrees; awards; the most recent educational agency attended by the student; and other similar information. The student information directory shall be used only by authorized school district personnel and for

designated official use by judicial, law enforcement, and medical personnel and not for general public consumption.

In the event the school district publishes a student information directory, the Superintendent or designee will provide a parent or adult student a ten-day period to submit to the Superintendent a written statement prohibiting the school district from including any or all types of information about the student in any student information directory before allowing access to such directory to educational, occupational, and military recruiters pursuant to N.J.S.A. 18A:36-19.1 and 20 U.S.C. §8528 - Armed Forces Recruiter Access to Students and Student Recruiting Information of the Elementary and Secondary Education Act (ESEA) of 1965. In accordance with N.J.S.A. 18A:36-19.1, military recruiters will be provided the same access to a student information directory that is provided to educational and occupational recruiters.

School Contact Directory for Official Use

A school contact directory for official use is a compilation by the school district that includes the following information for each student: name; address; telephone number; date of birth; and school enrollment. The district shall compile and maintain a school contact directory for official use that is separate and distinct from the student information directory. The student contact directory may be provided for official use only to judicial and law enforcement personnel, and to medical personnel currently providing services to the student in question. To exclude any information from the school contact directory for official use the parent, adult student, or emancipated minor shall notify the Superintendent or designee in writing.

Mandated and Permitted Student Records

Mandated student records are those records school districts have been directed to compile by State statute, regulations, or authorized administrative directive in accordance with N.J.A.C. 6A:32-7.3.

Permitted student records are those student records not mandated pursuant to N.J.A.C. 6A:32-7.3, but authorized by the Board to promote the student's educational welfare. The Board shall authorize the permitted records to be collected by adopting Policy and Regulation 8330, which will list such permitted records.

Maintenance and Security of Student Records

The Superintendent or designee shall be responsible for the security of student records maintained in the school district. Policy and Regulation 8330 assure that access to such records is limited to authorized persons.

Records for each individual student may be stored electronically or in paper format. When student records are stored electronically, proper security and back-up procedures shall be administered.

Student health records, whether stored on paper or electronically, shall be maintained separately from other student records, until such time as graduation or termination, whereupon the health history and immunization record shall be removed from the student's health record and placed in the student's mandated record. Records shall be accessible during the hours in which the school program is in operation.

Any district internet website shall not disclose any personally identifiable information about a student without receiving prior written consent from the student's parent, in accordance with the provisions of N.J.S.A. 18A:36-35. Personally identifiable information means student names; student photos; student addresses; student e-mail addresses; student phone numbers; and locations and times of class trips.

Access to Student Records

Only authorized organizations, agencies, or persons as defined in N.J.A.C. 6A:32-7.5 shall have access to student records, including student health records. Access to student records shall be provided to persons authorized such access under N.J.A.C. 6A:32-7.1 et seq. within ten days of a request, but prior to any review or hearing conducted in accordance with N.J.A.C. 6A.

The district shall control access to, disclosure of, and communication regarding information contained in student health records to assure access only to people permitted by Federal and State statute and regulations in accordance with N.J.A.C. 6A:32-7.5.

The district may charge a reasonable fee for reproduction of student records, not to exceed the schedule of costs set forth in N.J.S.A. 47:1A-5, provided that the cost does not effectively prevent the parents or adult students from exercising their rights under N.J.A.C. 6A:32-7 or other Federal and State rules and regulations regarding students with disabilities, including N.J.A.C. 6A:14.

Access to and disclosure of a student's health record shall meet the requirements of the Family Education Rights and Privacy Act, 34 C.F.R. Part 99 (FERPA).

Only authorized organizations, agencies, or persons as defined in N.J.A.C. 6A:32-7.5 shall have access to student records, including student health records.

Nothing in N.J.A.C. 6A:32-7.1 et seq. or in Policy and Regulation 8330 shall be construed to prohibit school personnel from disclosing information contained in the student health record to students or adults in connection with an emergency, if such knowledge is necessary to protect the immediate health or safety of the student or other persons.

In complying with N.J.A.C. 6A:32-7 – Student Records, individuals shall adhere to requirements pursuant to N.J.S.A. 47:1A-10, the Open Public Records Act (OPRA) and 34 CFR Part 99, the Family Educational Rights and Privacy Act (FERPA).

Conditions for Access to Student Records

All authorized organizations, agencies, and persons defined in N.J.A.C. 6A:32-7.1 et seq. shall have access to the records of a student subject to conditions outlined in N.J.A.C. 6A:32-7.6(a).

Rights of Appeal for Parents and Adult Students

Student records are subject to challenge by parents and adult students on the grounds of inaccuracy, irrelevancy, impermissive disclosure, inclusion of improper information or denial of access to organizations, agencies, and persons in accordance with N.J.A.C. 6A:32-7.7(a).

To request a change in the record or to request a stay of disclosure pending final determination of the challenged procedure, the parent or adult student shall follow the procedures pursuant to N.J.A.C. 6A:32-7.7(b).

Appeals relating to student records for students with disabilities shall be processed in accordance with the requirements of N.J.A.C. 6A:32-7.7(b).

Regardless of the outcome of any appeal, a parent or adult student shall be permitted to place in the student record a statement commenting upon the information in the student record or setting forth any reasons for disagreement with the decision made in the appeal. Such statements shall be maintained as part of the student record as long as the contested portion of the record is maintained. If the contested portion of the record is disclosed to any party, the statement commenting upon the information shall also be disclosed to that party.

Retention and Disposal of Student Records

A student record is considered to be incomplete and not subject to the provisions of the Destruction of Public Records Law, N.J.S.A. 47:3-15 et seq., while the student is enrolled in the school district. The school district shall retain the student health record and the health history and immunization record according to the School District Records Retention Schedule, as determined by the New Jersey State Records Committee.

Student records of currently enrolled students, other than that described in N.J.A.C. 6A:32-7.8(e), may be disposed of after the information is no longer necessary to provide educational services to a student and in accordance with the provisions of N.J.A.C. 6A:32-7.8(b).

Upon graduation or permanent departure of a student from the school district, the parent or adult student shall be notified in writing that a copy of the entire student record will be provided to them upon request. Information in student records, other than that described in N.J.A.C. 6A:32-7.8(e), may be disposed of, but only in accordance with the Destruction of Public Records Law, N.J.S.A. 47:3-15 et seq. Such disposition shall be in accordance with the provisions of N.J.A.C. 6A:32-7.8(c)2.

No additions shall be made to the record after graduation or permanent departure without the prior written consent of the parent or adult student.

In accordance with N.J.A.C. 6A:32-7.8(e), the New Jersey public school district of last enrollment, graduation, or permanent departure of the student from the school district shall keep for 100 years a mandated record of a student's name, date of birth, name of parents, gender, health history and immunization, standardized assessment results, grades, attendance, classes attended, grade level completed, year completed, and years of attendance.

N.J.S.A. 18A:36-19; 18A:36-19.1; 18A:40-4;
18A:40-19
N.J.A.C. 6A:32-7.1; 6A:32-7.2; 6A:32-7.3;
6A:32-7.4; 6A:32-7.5;
6A:32-7.6; 6A:32-7.7; 6A:32-7.8
20 U.S.C. §8528

POLICY

ANDOVER REGIONAL SCHOOL DISTRICT
BOARD OF EDUCATION

Revised: March 24, 2021

9713 RECRUITMENT BY SPECIAL INTEREST GROUPS

The Board of Education prohibits recruitment activities by outside organizations on school premises, regardless of the purpose of the recruitment or the nature of the recruitment agency. Except as required and referenced below no information about individual students will be released for the purpose of approaching students for educational, occupational, military, or any other recruitment purpose.

However, a school district that receives funds under ESEA, on request from a military recruiter or an institution of higher education, must provide access to the names, addresses, and telephone listings of each secondary student served by the Board of Education. Parents and/or adult students may submit a written request to the Superintendent or designee to opt out of the disclosure of such information for the student in which case the information will not be released without the parent's or adult student's written consent.

Parent(s) of secondary students and adult students shall be informed annually in writing of their right to request a secondary student's excusal from participation in all recruitment activities and/or from having their child's name, address, and/or telephone listing provided to a military recruiter, an institution of higher education, or a prospective employer.

The district will give military recruiters the same right of access to secondary students as generally provide to post-secondary institutions and prospective employers.

Representatives of bona fide educational institutions, occupational agencies, and the United States Armed Forces may recruit students on school premises by participation in assembly programs, career day activities, and the like and by distributing literature. Permission to recruit on school premises must be requested in writing at least forty-five working days before the planned activity and must be approved in advance by the Superintendent or designee. The Superintendent or designee shall not favor one recruiter over another, but shall not approve an activity that, in the judgment of the Superintendent or designee, carries a substantial likelihood of disrupting the educational program of the school or school district.

Nothing in this Policy shall be construed as requiring the Board to approve or participate in an activity that appears to advance or inhibit any particular religious sect or religion generally.

N.J.S.A. 18A:36-19.1
Elementary and Secondary Education Act of 1965 – §8528

Revised: March 24, 2021