

SOMERSET COUNTY VOCATIONAL BOARD OF EDUCATION

SOMERSET COUNTY VOCATIONAL & TECHNICAL SCHOOLS

14 Vogt Drive
Bridgewater, New Jersey 08807

Regular Meeting
March 30, 2020

- I. Call to Order
- II. Roll Call of Members

William Hyncik, Jr., President
Gregory Lalevee, Vice President
Richard St. Pierre
Nadine Wilkins
Roger Jinks

Also Present:

Dr. Chrys Harttraft, Superintendent of Schools
Raelene Sipple, School Business Administrator/Board Secretary
Hector Montes, Interim High School Principal
Lisa Fittipaldi, Board Attorney
Melonie Marano, Somerset County Freeholder Liaison
Members of the Press: The Courier News, The Star Ledger and the Messenger Gazette
Others:

Adequate notice of this meeting was given in accordance with the requirement of the New Jersey Open Public Meeting Act, Ch. 231, P.L. 1975 and published in The Courier News on March 10, 2020.

Pledge of Allegiance

- III. Approval of Minutes of the Regular Meeting and Executive Session held on February 24, 2020 and Special Meeting held on March 2, 2020.

- A. Corrections

On motion of _____, seconded by _____, the minutes of the Regular Meeting and Executive Session held on February 24, 2020 and Special Meeting held on March 2, 2020 were approved.

IV. Correspondence

A.

V. Presentations/Recognitions

A. Announcement - Student of the Month – Tyler Caulfield, Carpentry, Grade 11

B. Announcement - SCVTHS Governor’s Educators of the Year

1. Erik Fargo, AgScience Instructor (Teacher of the Year)

2. Rebecca Hovey, Educational Media Specialist (Educational Services Professional of the Year)

C. Announcement - Support Person – Susan Santiago, High School Administrative Secretary

VI. Old or Unfinished Business – Ethics Disclosure Statements are to be submitted online no later than April 30, 2020.

A. Construction Projects

VII. Report of the Attorney

VIII. Committee Reports

- Board of School Estimate –
- Curriculum/Grants –
- NJSBA (Delegate) –
- SCSBA (Delegate) –
- SCESC (Alternate Representative) – Dr. Harttraft
- SCJIF – (Commissioner) – Ms. Sipple
- SSRHIF – (Chair) – Mr. Hyncik

IX. School Communications Report

X. Superintendent's Report

A. Appointment – Supervisor of Career and Technical Education (CTE) Programs

The Superintendent recommends that the Board of Education appoint Mr. Robert Carrig to the position of Supervisor of Career and Technical Education Programs (UPC# SUP-HS-CTE-FL-01), at a salary of \$94,372.00*, Step B/2, effective July 1, 2020.

*Based upon 2019-20 PSA salary guide

B. Employment of Part-Time Hourly Personnel – 2019-20 School Year

The Superintendent recommends that the Board of Education approve employment of the following part-time personnel for the 2019-20 school year:

High School

Jaime Morales	Interim/Temporary Cooperative Education Coordinator/Hazardous Occupations	\$ 54.82/hr (11-000-218-110-05-0000)
Gerald Mazzetta	Substitute Bus Driver	\$ 25.90/hr
Denise Gotti	Admissions Test Proctor (as needed basis)	\$ 35.00/hr (11-140-100-101-03-0002)
Joseph Tirrito	Admissions Test Proctor (as needed basis)	\$ 35.00/hr (11-310-100-101-05-0001)
Laurie Reader	Admissions Test Proctor (as needed basis)	\$ 35.00/hr (11-310-100-101-10-0000)
Bonnie Grube	Admissions Test Proctor (as needed basis)	\$ 35.00/hr (11-310-100-101-10-0000)

C. Employment of Part-Time Hourly Personnel – Summer 2020

The Superintendent recommends that the Board of Education approve employment of the following part-time personnel for Summer 2020:

Twilight Program

Maria Johnson	Director (shared position)	\$1,309.00/stipend (20-008-200-103-14-0000)
Elaine Howe	Director (shared position)	\$1,309.00/stipend (20-008-200-103-14-0000)

Restaurant Entrepreneurship & Management (REM) Summer Bridge Program

Keith Johnson	Culinary Arts Instructor (40 hrs)	\$ 35.00/hr (20-332-100-101-00-0000)
	Curriculum (10 hrs)	\$ 35.00/hr (20-332-200-105-00-0000)
Marlene Perchinske	Skills Support Instructor (40 hrs)	\$ 35.00/hr (20-332-100-101-00-0000)
	Curriculum (10 hrs)	\$ 35.00/hr (20-332-200-105-00-0000)
Nzinga Basir	Recruiter (74 hrs)	\$ 35.00/hr (20-332-200-105-00-0000)
Anthony Pucci	Bus Driver (64 hrs)	\$ 25.18/hr (20-332-200-110-00-0000)
Peggy Prezioso	Substitute Nurse (on-call)	\$ 35.00/hr (20-332-200-105-00-0000)
Sabrina Garcia	Student Assistant (40 hrs)	\$ 11.00/hr (20-332-200-105-00-0000)

D. Emergency Certificate

The Superintendent recommends that the Board of Education authorize the Secretary to file Forms 801 and 802 requesting an Emergency Certificate, Cooperative Education Coordinator/Hazardous Occupations for Mr. Jaime Morales.

E. School Business/Professional Development Travel

The Superintendent recommends that the Board of Education approve requests for district staff and Board of Education members to attend school business and professional development travel as they appear on Addendum #1.

Motion_____ Second_____

Discussion

Call the Roll

<u>Roll Call</u>	<u>Yes</u>	<u>No</u>
Mr. Hyncik	___	___
Mr. Lalevee	___	___
Mr. St. Pierre	___	___
Ms. Wilkins	___	___
Mr. Jinks	___	___

F. Field Trips

The Superintendent recommends that the Board of Education approve field trips for high school students as they appear on Addendum #2 (trips will be postponed if school is not in session).

G. Home Instruction

The Superintendent recommends that the Board of Education extend home instruction to student ID #999004524 through March 13, 2020. Instruction to be provided for a maximum of ten (10) hours per week.

Mr. Joseph Mancuso, Dr. Alison Mingle and Mr. Paul O’Connor will be the instructors at a rate of \$41.00/hour (shared).

H. Revised Job Description

The Superintendent recommends that the Board of Education approve revised Job Description – Teacher of Academic Subjects – TOPS Program as it appears on Addendum #3.

Motion_____ Second_____

Discussion

Call the Roll

<u>Roll Call</u>	<u>Yes</u>	<u>No</u>
Mr. Hyncik	___	___
Mr. Lalevee	___	___
Mr. St. Pierre	___	___
Ms. Wilkins	___	___
Mr. Jinks	___	___

I. Return to Classroom – Employee #4665

The Superintendent recommends that the Board of Education affirm the Superintendent’s decision that employee #4665 return to the classroom effective March 23, 2020.

Motion_____ Second_____

Discussion

Call the Roll

<u>Roll Call</u>	<u>Yes</u>	<u>No</u>
Mr. Hyncik	___	___
Mr. Lalevee	___	___
Mr. St. Pierre	___	___
Ms. Wilkins	___	___
Mr. Jinks	___	___

J. Revised Board Policy and Regulation – Second Reading

The Superintendent recommends that the Board of Education approve and adopt the following revised policy and regulation at this second reading.

2421.1/R2421.1 Work/Experience Programs

K. Revised Board Policies and Regulations – First Reading

The Superintendent recommends that the Board of Education approve the following revised policies and regulations at this first reading as they appear on Addendum #4.

- 1581 – Domestic Violence
- R2412 – Home Instruction Due to Health Conditions
- 2422 – Health and Physical Education
- 5330/R5330 – Administration of Medication
- 7243 – Supervision of Construction
- 8210 – School Year
- 8220 – School Day
- R8220 – School Closings
- 8462 – Reporting Potentially Missing or Abused Children

L. Board Regulation – First Reading

The Superintendent recommends that the Board of Education approve the following regulation at this first reading as it appears on Addendum #5.

R1581 – Domestic Violence

Motion_____ Second_____

Discussion

Call the Roll

<u>Roll Call</u>	<u>Yes</u>	<u>No</u>
Mr. Hyncik	___	___
Mr. Lalevee	___	___
Mr. St. Pierre	___	___
Ms. Wilkins	___	___
Mr. Jinks	___	___

M. Superintendent’s Update

- HIB Report – New HIB Cases Submitted for March Board Review (2019-20 SY): **0**
 Year-to-Date HIB Reports Submitted for Review (2019-20 SY): **0**

- Student Suspension Report

Incident Number	Grade	Out of School/In School Suspension	Total # Days	Suspension Dates	Reason
30220202	10	Out	3	03/03/2020-03/05/2020	Fight
30220201	09	Out	1	03/03/2020	Fight
30520204	11	Out	6	03/06/2020-03/13/2020	Fight
30520203	09	Out	6	03/06/2020-03/13/2020	Fight

- Student Enrollment Report

Enrollment Report - March 2020	Grade 9	Grade 10	Grade 11	Grade 12	Totals
Full-Time Students Enrolled	86	80	94	87	347
Shared-Time Students Enrolled	94	86	77	62	319
Totals	180	166	171	149	666

- New Jersey Student Learning Assessment-Science Results – Patrick Pelliccia

N. Submission of Bills

It is recommended the Board of Education approve the bills list for March 2020 which is included in the Board packet and will be attached to the regular meeting minutes.

Motion_____ Second_____

Discussion

Call the Roll

<u>Roll Call</u>	<u>Yes</u>	<u>No</u>
Mr. Hyncik	___	___
Mr. Lalevee	___	___
Mr. St. Pierre	___	___
Ms. Wilkins	___	___
Mr. Jinks	___	___

XI. Report of the School Business Administrator/Board Secretary

A. Reports A148 and A149

It is recommended the Board of Education adopt the monthly financial statement reports for the School Business Administrator/Board Secretary for the month of February 2020 and the Treasurer of School Monies for the month of February 2020, 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 fund has been overextended in violation to N.J.A.C. 6:20-2A.10(b) and that sufficient funds are available to meet the district’s financial obligations for the remainder of the fiscal year. (Addendum #6)

Motion_____ Second_____

Discussion

Call the Roll

<u>Roll Call</u>	<u>Yes</u>	<u>No</u>
Mr. Hyncik	___	___
Mr. Lalevee	___	___
Mr. St. Pierre	___	___
Ms. Wilkins	___	___
Mr. Jinks	___	___

B. Budget Transfers – February 2020

It is recommended the Board of Education approve the February 2020 budget transfers for the 2019-20 school year as they appear on Addendum #7.

Motion_____ Second_____

Discussion

Call the Roll

<u>Roll Call</u>	<u>Yes</u>	<u>No</u>
Mr. Hyncik	___	___
Mr. Lalevee	___	___
Mr. St. Pierre	___	___
Ms. Wilkins	___	___
Mr. Jinks	___	___

C. Change Order – Auditorium House Light Upgrades

It is recommended the Board of Education approve the change order as it appears below:

Change Order #2

Decrease \$206.00, Electrical Design and Construction Corporation has a deduct in cost of unused allowance credit.

Motion_____ Second_____

Discussion

Call the Roll

<u>Roll Call</u>	<u>Yes</u>	<u>No</u>
Mr. Hyncik	___	___
Mr. Lalevee	___	___
Mr. St. Pierre	___	___
Ms. Wilkins	___	___
Mr. Jinks	___	___

D. Proprietary Award – Honeywell Building Solutions

It is recommended the Board of Education award a proprietary contract to Honeywell Building Solutions located in Morris Plains, NJ in the amount of \$611,700.00 for control and HVAC upgrades.

E. Professional Services Contracts – 2020-21 School Year

It is recommended the Board of Education accept the following professional services proposals for the 2020-2021 school year School Based Program grant. (Contingent upon receiving the annual grant funding from the Division of Children and Families.)

Middle Earth	Recreation/Outreach Coordinator	\$35,839.00
Family & Community Services of Somerset County	Mental Health Counselor (10 month)	\$47,801.00
Family & Community Services of Somerset County	Substance Abuse/Mental Health Counselor (12 month)	\$56,848.00

F. Coordinated Transportation Services – 2020-21 School Year

It is recommended the Board of Education approve the Resolution/Agreement for Participation in Coordinated Transportation Services with the Somerset County Educational Services Commission for the 2020-21 school year.

Motion_____ Second_____

Discussion

Call the Roll

<u>Roll Call</u>	<u>Yes</u>	<u>No</u>
Mr. Hyncik	___	___
Mr. Lalevee	___	___
Mr. St. Pierre	___	___
Ms. Wilkins	___	___
Mr. Jinks	___	___

XII. Public Hearing Employment Contract of the Superintendent of Schools

XIII. Chief School Administrator Contract – July 1, 2019 through June 30, 2023

It is recommended that the Board of Education approve the Chief School Administrator Contract for Dr. Chryst Harttraft retroactive from July 1, 2019 through June 30, 2023 as prepared by the Board attorney and approved by the Morris Executive County Superintendent as it appears on Addendum #8.

Motion_____ Second_____

Discussion

Call the Roll

<u>Roll Call</u>	<u>Yes</u>	<u>No</u>
Mr. Hyncik	___	___
Mr. Lalevee	___	___
Mr. St. Pierre	___	___
Ms. Wilkins	___	___
Mr. Jinks	___	___

XIV. New Business –

XV. Next Meeting

It is recommended the next regular meeting of the Somerset County Vocational Board of Education be held:

April 27, 2020

5:00 P.M.

Somerset County Vocational & Technical Schools

14 Vogt Drive

Bridgewater, New Jersey 08807

XVI. Remarks from the Public - There may be times when a member of the public makes a comment or asks a question about personnel or hiring decisions. New Jersey Statutes do not permit the Board to discuss personnel issues in Public Session.

XVII. Resolution

BE IT RESOLVED by the Vocational Board of Education of the County of Somerset that:

- A. This Board will go into closed session with the Board Counsel for the purpose of discussing matters within the provisions of 7A(11)c231.
- B. The general nature of matters to be discussed relates to potential litigation. Action may or may not be taken.
- C. Under the provisions of the above stated laws, the public shall be excluded from attendance at the portion of the meeting relating to the above matters.
- D. It is anticipated that the items discussed will be made public when the matters discussed are resolved.

XVIII. On motion of _____, seconded by _____ and passed, the meeting adjourned at _____ P.M.

DATE(S)	PARTICIPANTS	REG. FEE	EXPENSES	WORKSHOP DESCRIPTION	LOCATION
April 20 & 21, 2020	M. Cristina Perrone	\$398.00	\$0	Social-Emotional and Character Development	Morristown, NJ
April 21, 2020	Lee Ann Alves Denise Gotti Joseph Tirrito Charles Schade Marlene Perchinske Rafael Catalan	\$259.00/ea.	\$0 \$0 \$0 \$10.22/mileage \$14.91/mileage \$18.97/mileage	Practical Strategies into Your Co-Teaching	West Orange, NJ
June 3, 2020	Rachel Miller	\$155.00	\$0	Moving Readers & Writers from Compliance to Engagement	New Brunswick, NJ
June 4, 2020	Catherine Bladt	\$219.99	\$0	Ethical Principals in the Practice of NJ Mental Health Professionals	Princeton, NJ

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March 2020
Field Trips for 2019-20 SY

<u>Date of Trip</u>	<u>CTE Program</u>	<u>Location</u>	<u>Cost Per Student</u>	<u>Transportation</u>
3/30/2020	MEAM 1,2,3,4	Reckitt Benckiser Hillsborough, NJ	\$0.00	District
4/15/2020	MEAM 1,2,3,4	TRIAD Tools Somerville, NJ	\$0.00	District
4/20/2020	MEAM 1,2,3,4	Bilher of America Alpha, NJ	\$0.00	District
4/27/2020	MEAM 1,2,3,4	L'Oreal Somerset, NJ	\$0.00	District
5/4/2020	MEAM 1,2,3,4	Precision Graphics Branchburg, NJ	\$0.00	Outside Company/ District Paid
5/4/2020	YTTW CTE Students	Operating Engineers Local 825 Dayton, NJ	\$0.00	District
5/6/2020	Ag. Science	Del. Valley Univ. Doylestown, PA & PHEAL Ewing, NJ	\$0.00	District & Outside Company/ District Paid
5/8/2020	Culinary Arts	Caesars Atlantic City, NJ	\$0.00	District
5/11/2020	MEAM 1,2,3,4	New World Stainless Somerset, NJ	\$0.00	District
5/11, 12 or 16, 2020 (Exact Date TBD)	Cosmetology Practical Exam	BCTI Westampton, NJ or PCTI Wayne, NJ	\$0.00	District
5/19/2020	NTHS & Dance Honor Society	Somerset County Senior Wellness Ctr. Bridgewater, NJ	\$0.00	District
5/22/2020	Social Studies Students	Fleet Week NYC NYC, NY	\$0.00	District

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SOMERSET COUNTY VOCATIONAL BOARD OF EDUCATION

JOB DESCRIPTION

CATEGORY: FACULTY

ADOPTED: January 25, 1993; Revised:

TITLE: TEACHER OF ACADEMIC SUBJECTS – TOPS PROGRAM

CERTIFIED

QUALIFICATIONS:

1. Valid and appropriate New Jersey Teacher Certificate.
2. Experience teaching at the secondary level; alternative education program, preferred.
3. Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

REPORTS TO: Principal or designee

JOB GOAL: Faculty member shall provide effective instruction in an alternative education program and be responsible for the academic and professional requirements within their instructional area(s).

PERFORMANCE RESPONSIBILITIES:

1. Provides effective instruction for all students in a flexible fashion that is directed to each student's needs.
2. Prepares daily lesson plans designed to incorporate NJSLs; prepares assignments and examinations for all students in assigned classes.
3. Reviews student records and implements individual education plans, instructional guides and related materials and modification in accordance with State and district regulations, policies and procedures.
4. Utilizes alternative and innovative teaching methods to tailor and improve the learning experience for all students; uses available resources to maintain an interesting learning experience for the students.
5. Works in a team fashion with other program staff (teachers, counselors and others).
6. Prepares curriculum revisions and other program development activities.
7. Maintains class records including attendance, grades and student progress reports.
8. Establishes and maintains communication with students' CTE teachers.
9. Integrates subject matter and related instruction to student's CTE areas when appropriate.
10. Arranges and/or assists with sponsorship of student activities, extracurricular activities, field trips, etc.
11. Provides a caring and professional role model that encourages students to develop appropriate behaviors.
12. Works with students on out-of-class and independent study projects.
13. Maintains appropriate communication with students, parents and colleagues concerning both the academic and the behavioral progress of all assigned students.
14. Prepares requisitions for teaching materials, equipment and other supplies as needed for program.
15. Prepares end-of-year inventory on all equipment, textbooks and supplies.
16. Enforces appropriate standards of student behavior to provide an orderly productive classroom environment in accordance with the program and school policies and procedures.
17. Maintains professional competence through in-service education provided by the district and/or through self-selected professional growth activities.
18. Attends program meetings and activities including parent meetings and other necessary events outside of regularly scheduled hours.
19. Cooperates with supervisor in developing methods by which an accurate evaluation can be made in conformance with district guidelines.
20. Serves on in-school committees.
21. Assists in Open House, graduation and other school functions that promote student recruitment.
22. Provides directions, information and appropriate lesson plans for substitute teachers.
23. Selects appropriate channels for resolving professional concerns.
24. Maintains contact, effective communication and works collaboratively with Administration and staff members.
25. Provides well-managed, healthy, safe and organized learning environment.
26. Complies with policies and district procedures when necessary in performance of duties.
27. Identifies and utilizes multiple measures of student growth and progress.
28. Establishes student growth objectives based on national, state, local and industry standards, in collaboration with supervisor.
29. Participates in Professional Learning Communities to enhance instructional practice and measure student achievement through quality student growth objectives (SGO's).
30. Remains abreast of current trends and technological advances in education and within content area.
31. Demonstrates professionalism at all times, contributing to a positive learning environment and culture.
32. Performs such other tasks and assume such other responsibilities as may be assigned by the Superintendent or immediate supervisor.

TERMS OF EMPLOYMENT: Ten-month year agreement. In accordance with negotiated agreement.

EVALUATION: Job performance will be evaluated annually in accordance with provisions of the Board's policy on Evaluation of Professional Personnel.

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POLICY GUIDE

ADMINISTRATION

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~~Victim of Domestic or Sexual Violence Leave~~

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[See POLICY ALERT Nos. 202 and 219]

1581 ~~VICTIM OF DOMESTIC OR SEXUAL VIOLENCE LEAVE~~

Policy and Regulation 1581 - Section A. sets forth the New Jersey Civil Service Commission's Uniform Domestic Violence Policy that all public employers shall adopt and distribute to all their employees in accordance with the requirements of N.J.S.A. 11A:2-6a. The purpose of the Uniform Domestic Violence Policy is to encourage public employees who are victims of domestic violence, and those impacted by domestic violence, to seek assistance from their public employer's human resources officer(s) and to provide a standard for a public employer's human resources officer(s) to follow when responding to employees.

Policy and Regulation 1581 – Section B. provides employment protection for employees of those employers as defined in N.J.S.A. 34:11C-2, who are victims of domestic violence or sexual violence in accordance with the provisions of the New Jersey Security and Financial Empowerment Act (NJ SAFE Act) - N.J.S.A. 34:11C-1 et seq.

A. Uniform Domestic Violence Policy (N.J.S.A. 11A:2-6a)

All New Jersey public employees are covered under N.J.S.A. 11A:2-6a and Policy and Regulation 1581 – Section A. All public employers shall designate a Human Resources Officer (HRO) or equivalent to assist employees who are victims of domestic violence. The name and contact information of the designated HRO must be provided to all employees. Managers and supervisors are required to refer any employee who is experiencing domestic violence or who report witnessing domestic violence to the designated HRO.

Employees who are victims of domestic violence are encouraged to seek immediate assistance from their HRO. Employees who have information about or witness an act of domestic violence against an employee are encouraged to report that information to the designated HRO, unless the employee is required to report the domestic violence pursuant to applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General directives and guidelines that impose a duty to report, in which case the employee must report to the appropriate authority in addition to reporting to the designated HRO.



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ADMINISTRATION

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~~Victim of Domestic or Sexual Violence Leave~~

Nothing in the Uniform Domestic Violence Policy and Policy and Regulation 1581 – Section A. shall preclude an employee from contacting 911 in emergency situations. HROs shall remind employees to contact 911 if they feel they are in immediate danger.

Each designated HRO shall comply with the requirements outlined in Regulation 1581 – Section A.4.d. In responding to reports of domestic violence, the HRO shall seek to maintain confidentiality to protect an employee making a report of, witnessing, or experiencing domestic violence, to the extent practical and appropriate under the circumstances and allowed by law.

To ensure confidentiality and accuracy of information, the Uniform Domestic Violence Policy 1581 and Regulation 1581 – Section A.6. require the HRO to keep all documents and reports of domestic violence in a confidential personnel file separate from the employee's other personnel records.

Public employers in the State of New Jersey shall develop an action plan to identify, respond to, and correct employee performance issues that are caused by domestic violence, pursuant to N.J.S.A. 11A:2-6a, and in accordance with the guidelines outlined in Regulation 1581 - Section A.7.

Resources and program information will be readily available to assist victims of domestic violence.

A public employer may seek to modify Policy and Regulation 1581 to create additional protocols to protect victims of domestic violence, but may not modify in a way that reduces or compromises the safeguards and processes set in the Uniform Domestic Violence Policy.

B. The New Jersey Security and Financial Empowerment Act – (N.J.S.A. 34:11C-1 et seq. - NJ SAFE Act)

The New Jersey Security and Financial Empowerment Act, N.J.S.A. 34:11C-1 et seq. (NJ SAFE Act), is a law that provides employment protection for victims of domestic or sexual violence. Any employee of an employer in the State of New Jersey as defined in N.J.S.A. 34:11C-2, who was a victim of an incident of domestic violence as defined in



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ADMINISTRATION

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~~Victim of Domestic or Sexual Violence Leave~~

N.J.S.A. 2C:25-19, or a sexually violent offense as defined in N.J.S.A. 30:4-27.26, or whose parent-in-law, sibling, grandparent, grandchild, child, parent, spouse, domestic partner, or civil union partner individual, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship, was a victim shall be entitled to unpaid leave of no more than twenty days in one twelve-month period, to be used in the twelve-month period next following any incident of domestic violence or any sexually violent offense as provided in N.J.S.A. 34:11C-3.

The unpaid leave may be taken intermittently in intervals of no less than one day, as needed for the purpose of engaging in the activities outlined in N.J.S.A. 34:11C-3 and Regulation 1581 - Section B.3.a.(1)-(6) as they relate to the incident of domestic violence or sexually violent offense as outlined in Regulation 1581 - Section B.3.b.

An eligible employee may elect to use any accrued paid vacation leave, personal leave, or medical or sick leave of the employee, or any family temporary disability leave benefits provided pursuant to N.J.S.A. 43:21-27 during any part of the twenty-day period of unpaid leave provided under N.J.S.A. 34:11C-3.a.

Prior to taking the leave provided for in N.J.S.A. 34:11C-3 and Regulation 1581 - Section B., an employee shall, if the necessity for the leave is foreseeable, provide the employer with written notice of the need for the leave, unless an emergency or other unforeseen circumstance precludes prior notice. The notice shall be provided to the employer as far in advance as is reasonable and practical under the circumstances.

Nothing contained in the NJ SAFE Act (N.J.S.A. 34:11C-1 et seq.) and Regulation 1581 - Section B., shall be construed to prohibit an employer from requiring that a period of leave provided pursuant to N.J.S.A. 34:11C-3 and Regulation 1581 - Section B. be supported by the employee with documentation of the domestic violence or sexually violent offense which is the basis for the leave. If the employer requires documentation, the employee shall be regarded as having provided sufficient documentation if the employee provides supporting documentation outlined in N.J.S.A. 34:11C-3.c and Regulation 1581 - Section B.3.d.



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Victim of Domestic or Sexual Violence Leave

An employer shall display conspicuous notice of its employees' rights and obligations pursuant to the provisions of the NJ SAFE Act.

An employer shall not discharge, harass, or otherwise discriminate, retaliate, or threaten to discharge, harass, or otherwise discriminate or retaliate against an employee with respect to the compensation, terms, conditions, or privileges of employment on the basis that the employee took or requested any leave to which the employee was entitled pursuant to N.J.S.A. 34:11C-3 of the NJ SAFE Act or on the basis that the employee refused to authorize the release of information deemed confidential pursuant to N.J.S.A. 34:11C-3.f of the NJ SAFE Act.

Upon a violation of any of the provisions N.J.S.A. 34:11C-3 or N.J.S.A. 34:11C-4, an employee or former employee may institute a civil action in the Superior Court for relief. All remedies available in common law tort actions shall be available to a prevailing plaintiff. The Court may also order any or all of the relief outlined in N.J.S.A. 34:11C-5. An action brought under N.J.S.A. 34:11C-5 shall be commenced within one year of the date of the alleged violation. A private cause of action provided for in N.J.S.A. 34:11C-5 shall be the sole remedy for a violation of the NJ SAFE Act.

N.J.S.A. 11A:2-6a

N.J.S.A. 34:11C-1 et seq.

New Jersey Civil Service Commission's Uniform Domestic
Violence Policy

Adopted:



REGULATION

SOMERSET COUNTY VOCATIONAL BOARD OF EDUCATION

PROGRAM
R 2412/Page 1 of 2
HOME INSTRUCTION DUE TO HEALTH CONDITION

R 2412 HOME INSTRUCTION DUE TO HEALTH CONDITION

The Board of Education shall provide instructional services to an enrolled student whether a general education student in grade nine through grade twelve or special education student up to age twenty-one, when the student is confined to the home or another out-of-school setting due to a temporary or chronic health condition or a need for treatment that precludes participation in their usual education setting, whether general education or special education.

A. Request For Home Instruction Due To A Temporary or Chronic Health Condition

1. The parent shall submit a request to the Director of ^{Special} Pupil Services that includes a written determination from the student's physician documenting the projected need for confinement at the student's residence or other treatment setting for more than ten consecutive school days or twenty cumulative school days during the school year.
2. The Director of ^{Special} Pupil Services shall forward the written determination to the school physician, who shall verify the need for home instruction. The school physician may contact the student's physician to secure additional information concerning the student's diagnosis or need for treatment, and shall either verify the need for home instruction or shall provide reasons for denial to the Director of Pupil ^{Special} Services.
3. The Director of ^{Special} Pupil Services shall notify the parent concerning the school physician's verification or reasons for denial within five school days after receipt of the written determination by the student's physician.

B. Providing Services

1. The school district shall provide instructional services within five school days after receipt of the school physician's verification or, if verification is made prior to the student's confinement, during the first week of the student's confinement to the home or out-of-school setting.
2. The school district shall be responsible for the costs of providing instruction in the home or out-of-school setting either directly, through online services, including any needed equipment, or through contract with another district Board of Education,



Educational Services Commission, Jointure Commission, or approved clinic or agency for the following categories of students:

- a. A student who resides within the area served by this Board of Education and is enrolled in a public school program; or
- b. A student who is enrolled in a nonpublic school that is located within the area served by this Board of Education pursuant to N.J.S.A. 18A:46A-1 et seq.

C. Minimum Standards For Home or Out-of-School Instruction

1. The district shall establish a written plan for the delivery of instruction to continue the student's academic progress and to maintain a record of delivery of instructional services and student progress.
2. The teacher providing instruction shall be a certified teacher.
3. The teacher shall provide instruction for the number of days and length of time sufficient to continue the student's academic progress and dependent upon the student's ability to participate.
4. For a student with disabilities, the home instruction shall be consistent with the student's Individualized Education Plan (IEP) to the extent appropriate, and shall meet the Core Curriculum Content Standards. When the provision of home instruction will exceed thirty consecutive school days in a school year, the IEP team shall convene a meeting to review and, if appropriate, revise the student's IEP.
5. For a student without a disability, the home instruction shall meet the Core Curriculum Content Standards and the requirements of the Board of Education for promotion to the next grade level. When the provision of home instruction will exceed sixty calendar days, the school physician shall refer the student to the Child Study Team for evaluation pursuant N.J.A.C. 6A:14.

Adopted: 25 June 2007
Revised: 27 October 2014



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[See POLICY ALERT Nos. 102, 139, 161, 172, 208, 217 and 219]

2422 HEALTH AND PHYSICAL EDUCATION

The Board of Education requires all students to participate in a comprehensive, sequential, health and physical education program aligned with the New Jersey Student Learning Standards (NJSLS) that emphasizes the natural interdisciplinary connection between wellness and health and physical education. The primary focus of the NJSLS is the development of knowledge and skills that influence healthy behaviors within the context of self, family, school, and the local and global community.

The NJSLS incorporate New Jersey statutes related to health and well-being of students in New Jersey schools. The following statutes incorporated into the NJSLS include, but are not limited to, the following requirements:

1. Accident and Fire Prevention (N.J.S.A. 18A:6-2) requires regular courses of instruction in accident and fire prevention.
2. Breast Self-Examination (N.J.S.A. 18A:35-5.4) requires offering instruction on breast self-examination for students in grades seven through twelve.
3. Bullying Prevention Programs (N.J.S.A. 18A:37-17) requires the establishment of bullying prevention programs.
4. Cancer Awareness (N.J.S.A. 18A:40-33) requires the development of a school program on cancer awareness by the Commissioner of Education.
5. Dating Violence Education (N.J.S.A. 18A:35-4.23a) requires instruction regarding dating violence in grades seven through twelve.
6. Domestic Violence Education (N.J.S.A. 18A:35-4.23) allows instruction on problems related to domestic violence and child abuse.



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7. Gang Violence Prevention (N.J.S.A. 18A:35-4.26) requires instruction in gang violence prevention for elementary school students.
8. Health, Safety, and Physical Education (N.J.S.A. 18A:35-5) requires that all students in grades one through twelve participate in at least two and one-half hours of health, safety, and physical education each school week.
9. Drugs, Alcohol, Tobacco, Controlled Dangerous Substances, and Anabolic Steroids (N.J.S.A. 18A:40A-1) requires instructional programs on drugs, alcohol, anabolic steroids, tobacco, and controlled dangerous substances and the development of curriculum guidelines for each grade Kindergarten through twelve.
10. Lyme Disease Prevention (N.J.S.A. 18A:35-5.1 through 5.3) requires the development of Lyme Disease curriculum guidelines and training to all teaching staff members who instruct students with Lyme Disease.
11. Organ Donation (N.J.S.A. 18A:7F-4.3) requires information relative to organ donation to be given to students in grades nine through twelve.
12. Sexual Assault Prevention (N.J.S.A. 18A:35-4.3) requires the development of a sexual assault prevention education program by the Commissioner of Education for utilization by school districts.
13. Stress Abstinence (N.J.S.A. 18A:35-4.19 through N.J.S.A. 18A:35-4.22), also known as the "AIDS Prevention Act of 1999," requires sex education programs to stress abstinence.
14. Suicide Prevention (N.J.S.A. 18A:6-111 through 113) requires instruction in suicide prevention in public schools.
15. Cardiopulmonary Resuscitation (CPR)/Automated External Defibrillator (AED) (N.J.S.A. 18A:35-4.28 and 18A:35-4.29) requires public high schools and charter schools to provide instruction in cardiopulmonary resuscitation and the use of an automated external defibrillator to each student prior to graduation.



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16. Sexually Explicit Images through Electronic Means (N.J.S.A. 18A:35-4.32 and 4.33) requires instruction, once during middle school, on the social, emotional, and legal consequences of distributing and soliciting sexually explicit images through electronic means.
- 16 17. **History of Disabled and LGBT Persons (N.J.S.A. 18A:35-4.35 and 4.36) requires instruction on the political, economic, and social contributions of persons with disabilities and lesbian, gay, bisexual, and transgender people for middle and high school students.**
18. **Financial Literacy (N.J.S.A. 18A:35-4.34) requires instruction with basic financial literacy necessary for sound financial decision-making in each of the grades six through eight.**
17. 179. Other Statutory or Administrative Codes. The Board will incorporate into its health and physical education curriculum any other requirements of the NJSLs in Comprehensive Health and Physical Education.

In accordance with the provisions of N.J.S.A. 18A:35-4.7, any student whose parent presents to the Principal a signed statement that any part of the instruction in health, family life education, or sex education is in conflict with his/her conscience or sincerely held moral or religious beliefs shall be excused from that portion of the course where such instruction is being given and no penalties as to credit or graduation shall result.

The Board of Education must provide two and one-half hours of health, safety, and physical education courses in each school week, or proportionately less when holidays fall within the week. ~~Recess period(s) shall not be used to meet the requirements of N.J.S.A. 18A:35-5, 7, and 8.~~ N/A

In accordance with N.J.S.A. 18A:35-4.31, the Board of Education shall provide a daily recess period of at least twenty minutes for students in grades Kindergarten through five. A recess period is not required on a school day in which the day is substantially shortened due to a delayed opening or early dismissal. The recess period shall be outdoors, if feasible. A student shall not be denied recess for any reason, except as a consequence of a violation of the school district's Code of



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Student Conduct, including a harassment, intimidation, or bullying (HIB) investigation pursuant to N.J.S.A. 18A:37-13 et seq. Students may not be denied recess more than twice per week for a violation of the Code of Student Conduct or HIB investigation and these students shall be provided restorative justice activities during the recess period. Restorative justice activities are defined as activities designed to improve the socioemotional and behavioral responses of students through the use of more appropriate and less punitive interventions thereby establishing a more supportive and inclusive school culture. The student's recess period should be scheduled in a manner that does not interfere with the implementation of a student's Individualized Education Program (IEP). School staff may deny recess for a student on the advice of a medical professional, school nurse, or the provisions of a student's IEP and/or 504 Plan.

A copy of the NJSLS for Comprehensive Health and Physical Education and all related curriculum/course guides and instructional material shall be available for public inspection in each school.

N.J.S.A. 18A:35-4.31; ~~18A:35-5; 18A:35-7; 18A:35-8~~

Adopted: _____



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206 and 219]

5330 ADMINISTRATION OF MEDICATION

The Board of Education disclaims any and all responsibility for the diagnosis and treatment of an illness of any student. However, in order for many students with chronic health conditions and disabilities to remain in school, medication may have to be administered during school hours. Parents are encouraged to administer medications to children at home whenever possible as medication should be administered in school only when necessary for the health and safety of students. The Board will permit the administration of medication in school in accordance with applicable law.

Medication will only be administered to students in school by the school physician, a certified or noncertified school nurse, a substitute school nurse employed by the district, the student's parent, a student who is approved to self-administer in accordance with N.J.S.A. 18A:40-12.3 and 12.4, and school employees who have been trained and designated by the certified school nurse to administer epinephrine **and hydrocortisone sodium succinate** in an emergency pursuant to N.J.S.A. 18A:40-12.5, ~~and~~ 12.6, **12.29, and 12.30**.

Self-administration of medication by a student for asthma or other potentially life-threatening illnesses, ~~or~~ a life threatening allergic reaction, **or adrenal insufficiency** is permitted in accordance with the provisions of N.J.S.A. 18A:40-12.3.

~~Medication no longer required must be promptly removed by the parent.~~

The school nurse shall have the primary responsibility for the administration of epinephrine **and hydrocortisone sodium succinate to the student**. However, the ~~certified~~ school nurse may designate, in consultation with the Board or the Superintendent, additional employees of the district who volunteer to be trained in the administration of epinephrine via a pre-filled auto-injector mechanism **and the administration of hydrocortisone sodium succinate** using standardized training protocols established by the New Jersey Department of Education (NJDOE) in consultation with the Department of Health ~~and Senior Services~~ when the school nurse is not physically present at the scene.



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In accordance with the provisions of N.J.S.A. 18A:40-12.6.d, no school employee, including a school nurse or any other officer or agent of a Board of Education or a physician **or an advanced practice nurse** providing a prescription under a standing protocol for school epinephrine pursuant to N.J.S.A. 18A:40-12.5 **and/or hydrocortisone sodium succinate pursuant to N.J.S.A. 18A:40-12.29**, shall be held liable for any good faith act or omission consistent with the provisions of N.J.S.A. 18A:40-12.5 **and N.J.S.A. 18A:40-12.29**, nor shall any action before the New Jersey State Board of Nursing lie against a school nurse for any such action taken by a person designated in good faith by the school nurse pursuant to N.J.S.A. 18A:40-12.6.d **and N.J.S.A. 18A:40-12.33**. Good faith shall not include willful misconduct, gross negligence, or recklessness.

The school nurse or designee shall be promptly available on site at the school and at school-sponsored functions in the event of an allergic reaction **or an emergency requiring the administration of hydrocortisone sodium succinate**. In addition, the parent must be informed that the school district, its employees and agents shall have no liability as a result of any injury arising from the administration of epinephrine **or hydrocortisone sodium succinate** to the student.

The parent of the student must sign a statement acknowledging their understanding the district shall have no liability as a result of any injury arising from the administration of the epinephrine via a pre-filled auto-injector mechanism **or the administration of hydrocortisone sodium succinate** to the student. **and In addition**, the parent shall indemnify and hold harmless the district and its employees or agents against any claims arising out of the administration of the epinephrine via a pre-filled auto-injector mechanism **or the administration of hydrocortisone sodium succinate** to the student.

The permission for the emergency administration of epinephrine via a pre-filled auto-injector mechanism containing epinephrine to students for anaphylaxis **and/or the emergency administration of hydrocortisone sodium succinate for adrenal insufficiency** is effective for the school year it is granted and must be renewed for each subsequent school year.



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Each school in the district shall have and maintain for the use of students at least one nebulizer in the office of the school nurse or a similar accessible location. Each certified school nurse or other persons authorized to administer asthma medication will receive training in airway management and in the use of nebulizers and inhalers consistent with ~~State Department of Education~~ **NJDOE** regulations. Every student that is authorized to use self-administered asthma medication pursuant to N.J.S.A. 18A:40-12.3 or a nebulizer must have an asthma treatment plan prepared by the student's physician which shall identify, at a minimum, asthma triggers, the treatment plan, and other such elements as required by the State Board of Education.

All student medications shall be appropriately maintained and secured by the school nurse, except those medications to be self-administered by students. In those instances the medication may be retained by the student with the prior knowledge of the school nurse. The school nurse may provide the Principal and other teaching staff members concerned with the student's educational progress with such information about the medication and its administration as may be in the student's best educational interests. The school nurse may report to the school physician any student who appears to be affected adversely by the administration of medication and may recommend to the Principal the student's exclusion pursuant to law.

The school nurse shall document each instance of the administration of medication to a student. Students self-administering medication shall report each incident to a teacher, coach, or other individual designated by the school nurse who is supervising the student during the school activity when the student self-administers. These designated individuals shall report such incidents to the school nurse within twenty-four hours of the self-administration of medication. The school nurse shall preserve records and documentation regarding the self-administration of medication in the student's health file.

N.J.S.A. 18A:6-1.1; 18A:40-3.1; 18A:40-6; 18A:40-7; 18A:40-12.3;
18A:40-12.4; 18A:40-12.5; 18A:40-12.6; 18A:40-12.7;
18A:40-12.8; **18A:40-12.29 through 12.33**

N.J.S.A. 45:11-23

N.J.A.C. 6A:16-2.3(b)

Adopted:



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[See **POLICY ALERT** Nos. 125, 133, 144, 145, 157, 173, 179,
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R 5330 ADMINISTRATION OF MEDICATION

A. Definitions

1. "Medication" means any prescription drug or over-the-counter medicine or nutritional supplement and includes, but is not limited to, aspirin and cough drops.
2. "Administration" means the taking of any medication by ingestion, injection, or application to any part of the body or the giving of direct physical assistance to the person who is ingesting, injecting, or applying medication.
3. "Self-administration" means carrying and taking medication without the intervention of the school nurse, approved through the school district policy and restricted to students with asthma, other potentially life-threatening illnesses, or life-threatening allergic reaction, **or adrenal insufficiency**.
4. "Life-threatening illness" means an illness or condition that requires an immediate response to specific symptoms or sequelae (an after effect of disease or injury) that if left untreated may lead to potential loss of life, ~~i.e. adrenaline injection in anaphylaxis~~.
5. "A pre-filled auto-injector mechanism containing epinephrine" is a medical device used for the emergency administration of epinephrine to a student for anaphylaxis.
6. "Noncertified school nurse" means a person who holds a current license as a registered professional nurse from the State Board of Nursing and is employed by the district, and who is not certified as a school nurse by the **New Jersey Department of Education (NJDOE)**.
7. "Substitute school nurse" means a person who holds a current license as a registered professional nurse from the State Board of Nursing and who has been issued a county substitute certificate to serve as a substitute for a certified school nurse in accordance with N.J.A.C. 6A:9B-7.6.



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8. "School physician" means a physician with a current license to practice medicine or osteopathy from the New Jersey Board of Medical Examiners who works under contract or as an employee of the district. This physician is referred to as the medical inspector in N.J.S.A. 18A:40-4.1.
9. "Advanced practice nurse" means a person who holds a current ~~certification~~ **license** as nurse practitioner/clinical nurse specialist from the State Board of Nursing.
10. "Certified school nurse" means a person who holds a current license as a registered professional nurse from the State Board of Nursing and an Educational Services Certificate with a school nurse endorsement or school nurse/non-instructional from the Department of Education pursuant to N.J.A.C. 6A:9B-14.3 and 14.4.

B. Permission for Administration by a School Nurse or Registered Nurse

1. Permission for the administration of medication in school or at school-related ~~events~~ **sponsored events functions** will be given only when it is necessary for the health and safety of the student.
2. Medication will not be administered to a student who is physically unfit to attend school or has a contagious disease. Any such student should not be permitted to attend school and may be excluded in accordance with Policy 8451.
3. Parent requests for the administration of medication in school must be made in writing and signed by the parent.
4. The parent must submit a certified statement written and signed by the student's physician. The statement must include:
 - a. The student's name;
 - b. The name of the medication;
 - c. The purpose of its administration to the student for whom the medication is intended;



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- d. The proper timing and dosage of medication;
 - e. Any possible side effects of the medication;
 - f. The time when the medication will be discontinued;
 - g. A statement that the student is physically fit to attend school and is free of contagious disease; and
 - h. A statement that the student would not be able to attend school if the medication is not administered during school hours.
5. The request for the administration of medication must be made to the ~~Principal~~ **Superintendent or designee** prior to any administration of medication or delivery of the medication to the school. The ~~Principal~~ **Superintendent or designee** may consult with the school nurse and the school physician in making his/her final determination to allow or deny the request.
- a. An approved request will be signed by the ~~Principal~~ **Superintendent or designee** and given to the school nurse and the student's parent.
 - b. The parent will be informed of ~~the a~~ reason for a denied request; ~~a denied request may be appealed to the~~ **Superintendent**.

C. Administration of Epinephrine to Students

1. **In accordance with N.J.S.A. 18A:40-12.5,** ~~t~~The parent may provide the **Superintendent or designee** authorization for the emergency administration of epinephrine via a pre-filled auto-injector mechanism containing epinephrine to a student for anaphylaxis provided:
- a. The parent provides the **Superintendent or designee** a written authorization for the administration of epinephrine ~~with written orders from the physician or an advanced practice nurse that the student requires the administration of epinephrine for anaphylaxis.;~~



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- b. **The parent of the student provides the Superintendent or designee with written orders from the physician or an advanced practice nurse that the student requires the administration of epinephrine for anaphylaxis;**
- ~~b. The school nurse has the primary responsibility for the administration of epinephrine. However, the school nurse shall designate, in consultation with the Board or Superintendent, additional employees of the district who volunteer to administer epinephrine via a pre-filled auto-injector mechanism to a student when the school nurse is not physically present at the scene. These volunteers shall be trained using standardized training protocols established by the New Jersey Department of Education in consultation with the Department of Health and Senior Services. The student's parent must consent in writing to the administration of epinephrine via a pre-filled auto-injector mechanism by the designee(s).~~
- c. **The parent ~~must be~~ is informed in writing by the Board of Education or Superintendent or designee that the school district and its employees or agents shall have no liability as a result of any injury to a student arising from the administration of epinephrine via a pre-filled auto-injector mechanism.;**
- d. **The parent ~~must~~ signs a statement acknowledging their understanding the district shall incur no liability as a result of any injury arising from the administration of epinephrine via a pre-filled auto-injector mechanism to the student and the parent shall indemnify and hold harmless the district and its employees or agents against any claims arising out of the administration of epinephrine via a pre-filled auto-injector mechanism to the student.;**
- e. **The permission for the emergency administration of epinephrine via a pre-filled auto-injector mechanism is effective for the school year it is granted and must be renewed for each subsequent school year upon the fulfillment of the requirements as outlined in a. through d. above.;**



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f. The Superintendent or designee requires:

~~f. (1)~~ ~~The school nurse shall be responsible for~~ **T**he placement of the student's prescribed epinephrine **to be** in a secure but unlocked location easily accessible by the school nurse and trained designees to ensure prompt availability in the event of an allergic emergency at school or at a school-sponsored function. The location of the epinephrine shall be indicated on the student's emergency care plan. Back-up epinephrine shall also be available at the school if needed-;

~~g. (2)~~ The school nurse or trained designee **shall to** be promptly available on site at the school and school-sponsored functions in the event of an allergic reaction-; **and**

~~h. (3)~~ ~~The school nurse or trained designee shall arrange for~~ **T**he transportation of the student to a hospital emergency room by emergency services personnel after the administration of epinephrine, even if the student's symptoms appear to have resolved.

g. The Superintendent or designee shall also:

~~i. (1)~~ ~~In accordance with the provisions of N.J.S.A. 18A:40-12.5.f,~~ **Permit** the school nurse or a designated employee trained **designee** to administer epinephrine via a pre-filled auto-injector mechanism ~~is permitted to administer epinephrine via a pre-filled auto-injector mechanism~~ to any student without a known history of anaphylaxis or to any student whose parent has not met the requirements outlined ~~above~~ **in Regulation 5330 – Section C.1.a., b., and d. and has not received the notice required in Regulation 5330 – Section C.1.c.** when the school nurse or trained designee in good faith believes the student is having an anaphylactic reaction-; **and**



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- j. (2) Require** Each school in the district to will maintain in a secure, but unlocked and easily accessible location, a supply of epinephrine auto-injectors prescribed under a standing order from a licensed physician or advanced practice nurse, and that is accessible to the school nurse and trained designees for administration to a student having an anaphylactic reaction.
- 2. In accordance with N.J.S.A. 18A:40-12.6, the school nurse shall have the primary responsibility for the administration of the epinephrine. The school nurse shall designate, in consultation with the Board of Education, additional employees of the school district who volunteer to administer epinephrine via a pre-filled auto-injector mechanism to a student for anaphylaxis when the nurse is not physically present at the scene. In the event that a licensed athletic trainer volunteers to administer epinephrine, it shall not constitute a violation of the "Athletic Training Licensure Act," P.L.1984, c.203 (C.45:9-37.35 et seq.).**
- a. The school nurse shall determine that:**
- (1) The designees have been properly trained in the administration of the epinephrine via a pre-filled auto-injector mechanism using standardized training protocols established by the NJDOE in consultation with the Department of Health;**
 - (2) The parent of the student consented in writing to the administration of the epinephrine via a pre-filled auto-injector mechanism by the designees;**
 - (3) The Board or Superintendent or designee has informed the parent of the student in writing that the district and its employees or agents shall have no liability as a result of any injury arising from the administration of the epinephrine to the student;**



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5. The certified school nurse, in consultation with the Superintendent or designee, shall recruit and train volunteer designees who are determined acceptable candidates by the school nurse within each school building as deemed necessary by the nursing services plan, in accordance with N.J.S.A. 18A:40-12.6c(b).
6. No school employee, including a school nurse, or any other officer or agent of a Board of Education, or a physician or an advanced practice nurse providing a prescription under a standing protocol for school epinephrine pursuant to N.J.S.A. 18A:40-12.5.f and Regulation 5330 – Section C.1.g., shall be held liable for any good faith act or omission consistent with the provisions of N.J.S.A. 18A:40-12.5 et seq., nor shall an action before the New Jersey State Board of Nursing lie against a school nurse for any such action taken by a person designated in good faith by the school nurse pursuant to N.J.S.A. 18A:40-12.6. Good faith shall not include willful misconduct, gross negligence, or recklessness.

D. Administration of Hydrocortisone Sodium Succinate to Students

1. In accordance with the provisions of N.J.S.A. 18A:40-12.29, the Board will permit the emergency administration of hydrocortisone sodium succinate through appropriate delivery devices and equipment to a student for adrenal insufficiency provided that:
 - a. The parent of the student provides the Superintendent or designee a written authorization for the administration of hydrocortisone sodium succinate;
 - b. The parent of the student provides the Superintendent or designee written orders from the physician or an advanced practice nurse that the student requires the administration of hydrocortisone sodium succinate for adrenal insufficiency;
 - c. The Superintendent or designee informs the parent of the student in writing that the school district and its employees or agents shall have no liability as a result of any injury arising from the administration of hydrocortisone sodium succinate;



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- d. **The parent of the student signs a statement acknowledging their understanding that the district shall have no liability as a result of any injury arising from the administration of hydrocortisone sodium succinate to the student and that the parent shall indemnify and hold harmless the district and its employees or agents against any claims arising out of the administration of hydrocortisone sodium succinate to the student; and**
 - e. **The permission for the administration of hydrocortisone sodium succinate is effective for the school year for which it is granted and must be renewed for each subsequent school year upon the fulfillment of the requirements as outlined in a. through d. above.**
2. **In accordance with the provisions of N.J.S.A. 18A:40-12.29.b:**
- a. **The placement of the student's prescribed hydrocortisone sodium succinate shall be in a secure, but unlocked location easily accessible by the school nurse and trained designees to ensure prompt availability in the event of emergency situations at school or at a school-sponsored function. The location of the prescribed hydrocortisone sodium succinate shall be indicated on the student's emergency care plan. Back-up hydrocortisone sodium succinate, provided by the student's parent, shall also be available at the school if needed;**
 - b. **The school nurse or trained designee shall be promptly available on site at the school and school-sponsored functions in the event of an emergency; and**
 - c. **The student shall be transported to a hospital emergency room by emergency services personnel after the administration of hydrocortisone sodium succinate, even if the student's symptoms appear to have resolved.**



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3. **In accordance with N.J.S.A. 18A:40-12.30, the school nurse has the primary responsibility for the administration of hydrocortisone sodium succinate.**

The school nurse shall designate, in consultation with the Superintendent or designee, additional employees of the school district who volunteer to administer hydrocortisone sodium succinate to a student when the school nurse is not physically present at the scene.

In the event that a licensed athletic trainer volunteers to administer hydrocortisone sodium succinate, it shall not constitute a violation of the "Athletic Training Licensure Act" - N.J.S.A. 45:9-37.35 et seq.

The school nurse shall determine that:

- a. **The designees have been properly trained in the administration of hydrocortisone sodium succinate using standardized training protocols established by the NJDOE in consultation with the Department of Health;**
- b. **The parent of the student consented in writing to the administration of hydrocortisone sodium succinate by the designee(s);**
- c. **The Superintendent or designee has informed the parent of the student in writing that the district and its employees or agents shall have no liability as a result of any injury arising from the administration of hydrocortisone sodium succinate to the student;**
- d. **The parent of the student signed a statement acknowledging their understanding that the district shall have no liability as a result of any injury arising from the administration of hydrocortisone sodium succinate to the student and that the parent shall indemnify and hold harmless the district and its employees or agents against any claims arising out of the administration of hydrocortisone sodium succinate to the student; and**



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- e. **The permission is effective for the school year for which it is granted and is renewed for each subsequent school year upon fulfillment of the requirements in N.J.S.A. 18A:40-12.30 and D.3.a through d above.**
4. **Nothing in N.J.S.A. 18A:40-12.30 and D.3. above shall be construed to prohibit the emergency administration of hydrocortisone sodium succinate to a student for adrenal insufficiency by the school nurse or other employees designated pursuant to N.J.S.A. 18A:40-12.30 and D.3. above when the student is authorized to self-administer hydrocortisone sodium succinate pursuant to N.J.S.A. 18A:40-12.3.**
5. **The certified school nurse, in consultation with the Superintendent or designee, shall recruit and train volunteer designees who are determined acceptable candidates by the school nurse within each school building as deemed necessary by the nursing services plan, in accordance with N.J.S.A. 18A:40-12.32(b).**
6. **No school employee, including a school nurse, or any other officer or agent of a Board of Education shall be held liable for any good faith act or omission consistent with the provisions of N.J.S.A. 18A:40-12.29 et al., nor shall an action before the New Jersey State Board of Nursing lie against a school nurse for any action taken by a person designated in good faith by the school nurse pursuant to N.J.S.A. 18A:40-12.30. Good faith shall not include willful misconduct, gross negligence, or recklessness, in accordance with N.J.S.A. 18A:40-12.33.**

DE. Permission for Self-Administration of Medication

In accordance with N.J.S.A. 18A:40-12.3, the Board shall permit the ~~Permission for self-administration of medication of~~ by a student ~~with for~~ asthma, ~~or other potentially life-threatening illnesses, or a life-threatening allergic reaction, or adrenal insufficiency may be granted under the following conditions provided that:~~

1. **The pParent of the student ~~must~~ provides the Board or Superintendent or designee written authorization for the self-administration of medication;**



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2. The parent of the student ~~must also~~ provides the Board **or Superintendent or designee** with a signed written certification from the physician of the student that the student has asthma or another potentially life threatening illness, ~~or~~ is subject to a life-threatening allergic reaction, **or has adrenal insufficiency** and is capable of, and has been instructed in, the proper method of self-administration of medication. The written certification must include:
 - a. The student's name;
 - b. The name of the medication;
 - c. The purpose of its administration to the student for whom the medication is intended;
 - d. The proper timing and dosage of medication;
 - e. Any possible side effects of the medication;
 - f. The time when the medication will be discontinued, **if applicable**;
 - g. A statement that the student is physically fit to attend school and is free of contagious disease; and
 - h. A statement the medication must be administered during the school day or the student would not be able to attend school.
3. **The Board or the Superintendent or designee informs the parent of the student in writing that the district and its employees or agents shall incur no liability as a result of any injury arising from the self-administration of medication by the student;**
34. The parent of the student ~~have~~ signed a statement acknowledging that the school district shall incur no liability as a result of any injury arising from the self-administration of medication by the student and that the parent shall indemnify and hold harmless the school district, the Board, and its employees or agents against any claims arising out of the self-administration of medication by the student;



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45. The parent's written authorization and the physician's written certification ~~shall be~~ **is** reviewed by the Principal or designee with the school nurse and the school physician. The school nurse and the school physician must agree the student is capable of self-administration of the medication. If it is determined the student may self-administer medication in accordance with the request:
- a. The request will be signed by the Principal and given to the school nurse and the student's parent;
 - b. The parent will be informed of ~~the a~~ **a** reason for a denied request; ~~a denied request may be appealed to the Superintendent.~~
56. Permission to self-administer one medication shall not be construed as permission to self-administer other medication; and
67. Permission shall be effective on the school year for which it is granted and shall be renewed for each subsequent school year upon fulfillment of the requirements in **E.1.** through **E.46.** above.

EF. Custodianship of Medication

1. Medications to be administered by the school nurse or a registered nurse:
 - a. All medications must be delivered to the school by the parent.
 - b. All medications must be in the original container, with the prescription information affixed.
 - c. The school nurse shall be custodian of students' medication, which will be properly secured.
 - d. Any unused medication must be picked up by the student's parent.



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- e. After reasonable efforts to have the parent retrieve the medication have failed, any unused medication that remains in the school at the end of the school year or two school weeks after the student stops taking the medication, whichever first occurs, must be destroyed or discarded by the school nurse, in accordance with proper medical controls.
2. Medications to be self-administered by a student:
 - a. Time being of the essence in cases of asthma, or other potentially life threatening illnesses, or a life-threatening allergic reaction, or **adrenal insufficiency**, all medications to be self-administered by a student must be kept in the student's possession.
 - b. No student may possess medication for self-administration unless the proper permission has been granted by the Principal or **designee** and a record of the medication is on file in the office of the school nurse.
 - c. Students who are permitted to self-administer medications must secure their medication in such a manner that the medication will not be available to other students. The medication must be in a sealed container and clearly labeled with the medication name, dosage, and ordering physician. The medication, if ingested by someone other than the student, shall not cause severe illness or death.
 - d. Students who are permitted to self-administer medications shall only have in their possession the quantity of medication necessary for the time period of the student's school day.
 - e. Notwithstanding any other law or regulation, a student who is permitted to self-administer medication in accordance with the provisions of N.J.S.A. 18A:40-12.3 shall be permitted to carry an inhaler or prescribed medication for allergic reactions, including a pre-filled auto-injector mechanism, or **prescribed medication for adrenal insufficiency**, at all times, provided the student does not endanger himself/herself or other persons through misuse.



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FG. Administration of Medication

1. No medication shall be administered to or taken by a student in school or at a school-sponsored **event function** except as permitted by Board Ppolicy 5330 and this Rregulation.
2. Medication will only be administered to students in school by the school physician, a certified or noncertified school nurse, a substitute school nurse employed by the district, a student who is approved to self-administer in accordance with N.J.S.A. 18A:40-12.3 ~~and 12.4~~, and school employees who have been trained and designated by the certified school nurse to administer epinephrine in an emergency pursuant to N.J.S.A. 18A:40-12.5 and 12.6 **and to administer hydrocortisone sodium succinate in an emergency pursuant to N.J.S.A. 18A:40-12.29 and 12.30.**
3. When practicable, self-administration of medication should be observed by the school nurse.
4. Students self-administering medication shall report each administration of medication and any side effects to a teacher, coach, or the individual in charge of the student during school activities. Such individuals shall report all administrations and any side effects reported or observed to the school nurse within twenty-four hours.
5. When a student attends a school-sponsored **event function** at which medication may be required (such as an outdoor field trip or athletic competition) and the school nurse cannot be in attendance, the student's parent will be invited to attend. If neither the school nurse nor the parent can attend and the student does not have permission to self-administer medication and there is a risk that the student may suffer injury from lack of medication, the student may be excused from the **event function**.

GH. Emergencies



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Administration of Medication

1. Any medical emergency requiring medication of students will be handled in accordance with Policy 8441 and implementing regulations on first aid and, as appropriate, the school physician's standing orders for school nurses. Arrangements will be made to transport a student to a hospital emergency room after the administration of epinephrine in accordance with N.J.S.A. 18A:40-12.5.e.(3) **and after the administration of hydrocortisone sodium succinate in accordance with N.J.S.A. 18A:40-12.29.b.(3).**
- ~~2. Nothing in N.J.S.A. 18A:40-12.6 prohibits the emergency administration of epinephrine via a pre-filled auto injector mechanism to a student for anaphylaxis by the school nurse or other trained designated employees pursuant to N.J.S.A. 18A:40-12.6 when the student is authorized to self-administer epinephrine pursuant to N.J.S.A. 18A:40-12.3, or when there is a coexisting diagnosis of asthma, or when a prescription is received from a licensed health care professional for epinephrine coupled with another form of medicine, or when the epinephrine is administered pursuant to N.J.A.C. 18A:40-12.5.~~

III. Records

The school nurse shall include the following in a student's health record:

1. The approved written request for the administration or self-administration of medication;
2. A record of each instance of the administration of the medication by the school nurse or a registered nurse;
3. A record of reports by teachers, coaches, and other individuals in charge of school activities who report student self-administration of medication;
4. Any side effects that resulted from the administration of medication; and



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5. Whether the supply of medication provided in cases where the medication is to be administered by the school nurse or a registered nurse was exhausted or the parent removed the medication or, if the parent failed to remove the medication, the medication was destroyed and the date on which that occurred.

IJ. Notification

1. The school nurse may provide the Principal and other teaching staff members concerned with the student's educational progress with information about the medication and administration when such release of information is in the student's best educational interest.
2. The school nurse will provide teachers, coaches, and other individuals in charge of school activities with a list of students who have been given permission to self-administer medication.
3. The school nurse will inform the student's parent of any difficulty in the administration of medication or any side effects.
4. The school nurse will report to the school physician any student who appears to be adversely affected by the medication.

Adopted:



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[See POLICY ALERT No. 219]

7243 SUPERVISION OF CONSTRUCTION

The Board of Education directs that the School Business Administrator/Board Secretary be responsible for the supervision of all building construction in this school district. Supervision shall include field inspection of the **construction** contractor's operations, administrative review of the activities of the architect relating to the construction, and any other construction matters relating to the interests of the school district.

The Superintendent, SBA/Board Secy and Director of B&G shall report periodically to the Board **on the progress of** that by his/her personal knowledge the work of the construction contractor(s) and the architect is being performed in accordance with the plans, specifications, and contracts approved by the Board.

The Board shall not employ for pay or contract for the paid services of any 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.

The Superintendent shall direct the School Business Administrator/Board Secretary or designee to act as liaison to all construction contractors for school facility and construction projects to obtain a list of the individuals who will have regular contact with students and will be employed by or working for the contractor on a school district project that will be undergoing a criminal history record check pursuant to the requirements of N.J.S.A. 18A:6-7.1 et seq. The liaison shall provide the list of those contracted employees to the Superintendent or designee and the Human Resources Director. The Superintendent or designee and the Human Resources Director who receive any adverse action correspondence from the New Jersey Department of Education (NJDOE) related to the criminal history record check process shall review the contracted company list in order to determine if the subject of that correspondence is either a school employee or an employee of any contract service provider and take



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appropriate action. No employee of a contracted service provider shall commence work at a school facility without having first obtained an approval for employment from the NJDOE. Approvals for employment of these contracted employees shall be maintained with the liaison and copies forwarded to the Superintendent's office.

A change order involving additional cost will be submitted to by the _____ for Board for review and approval.

[Optional

~~A change order not involving monetary considerations may be acted upon solely by the _____ and reported to the Board.]~~

Upon completion of a building project and a final inspection of all its aspects by the architect, contractors, and school officials, a recommendation for acceptance shall be made to the Board by the architect.

N.J.S.A. 18A:6-7.1 et seq.; 18A:18A-16; 18A:18A-43; 18A:18A-44
N.J.S.A. 18A:54-30 [vocational districts]

Adopted:



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[See POLICY ALERT Nos. 168, 175 and 219]

8210 SCHOOL YEAR

The Board of Education recognizes that the preparation of a school calendar is essential to orderly educational planning and to the efficient operation of the school district.

The Board shall ~~determine~~ annually **approve** the days when the schools will be in session for instructional purposes. The school calendar will provide no fewer than **one hundred eighty** _____ (~~one hundred eighty or more~~) days of instruction **in accordance with N.J.S.A. 18A:7F-9**. Days on which school is closed for holidays, teachers' institutes, and inclement weather shall not be considered as days in session.

A half-day class or shortened school day shall be considered the equivalent of a full day only if school is in session for four or more hours, exclusive of recess periods or lunch periods.

A school day shall consist of not less than four hours, ~~of actual instruction, except that in an approved Kindergarten, one continuous session of two and one-half hours may be considered a full day for Kindergarten in accordance with N.J.A.C. 6A:32-8.3(b).~~ A half day class shall be considered the equivalent of a full day's attendance only if the class is in session for four hours or more, exclusive of recess periods or lunch periods.

[Optional for Districts Operating a Kindergarten Program

An approved Kindergarten shall meet the requirements set forth in N.J.A.C. 6A:32-8.3(c).]

The Commissioner of Education shall annually prescribe a list of religious holidays on which it shall be mandatory to excuse students for religious observance upon the written request signed by the parent or person standing in loco parentis. Staff members shall avoid, whenever possible, scheduling a test on a religious holiday commonly observed by residents of the district.



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The Superintendent shall

Optional

[in consultation with receiving school districts]

annually prepare and submit to the Board a school calendar **for the next school year** no later than **May 1** _____ **(date)**. The Board reserves the right to alter the school calendar when: such alteration is feasible and serves the best interests of the students of this district; **the number of school closings during the school year extend the school year past a reasonable closing date in June; there is an extended school closing during the school year due to an unforeseen circumstance; and/or due to any reason deemed in the best interest of students.**

N.J.S.A. 18A:25-3; 18A:36-2; 18A:36-16
N.J.S.A. 18A:54-25 [vocational districts]
N.J.A.C. 6A:32-8.3

Adopted:



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[See POLICY ALERT No. 219]

8220 SCHOOL DAY

The Board of Education shall **annually approve** ~~determine~~ the times that school(s) will be in session, ~~for the purpose of providing adequate time for students to profit from the educational program of the district~~ **including the starting and ending time of a shortened day. A school day shall be in accordance with N.J.A.C. 6A:32-8.3.**

The schools of the district will be in session for students on those days ~~specified~~ **and times recommended by the Superintendent and annually approved** by the Board ~~and at the following times:~~.

Grades: _____ Time in Session: _____

The Superintendent may close the schools, delay the opening of school, or dismiss school early when such alteration in the regular session is required for the protection of the health and safety of students and staff members **or other good cause. A shortened school day, whether it is planned or emergent (as in the case of inclement weather), must meet certain requirements in order to count toward the one hundred eighty day requirement of N.J.S.A. 18A:7F-9.**

The Superintendent shall inform the Board President of any such alteration as soon as possible and shall prepare rules for the proper and timely notification of concerned persons in the event of any **delayed opening or emergency school closing** ~~of the schools.~~

~~Students shall regularly be permitted to enter school _____ minutes before the start of class and, during inclement weather, shall be permitted to enter school _____ minutes before the start of class.~~

School administrators shall not dismiss school for any part of the school day without the approval of the Superintendent.

N.J.A.C. 6A:32-8.3

Adopted:



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[See POLICY ALERT No. 219]

R 8220 SCHOOL CLOSINGS

The following procedures will govern the unscheduled closing of school for the entire school day, the delayed opening of school, and the early closing of school. No single set of rules can anticipate the problems that may be encountered when schools must be closed, and Building Principals may be required to exercise independent judgment in individual circumstances. Any consequent deviation from these rules ~~shall~~ should be reported ~~approved~~ promptly to by the Superintendent.

A. Notification Provisions

1. ~~The Superintendent or designee shall notify~~ Notice to ~~media outlets and/or activate an emergency call system when a decision is made for an unscheduled closing of school for the entire school day, the delayed opening of school, or the early closing of school, television and radio stations shall be by telephone call, with appropriate code, to the following stations. The media outlets may include, but not be limited to, radio, television stations, and internet websites as listed below:~~

Television and/or Radio Station

2. ~~Parent(s) or legal guardian(s) will be notified at the beginning of each school year that they will be notified of an emergency school closing day by means of announcements over the media outlets radio stations listed above. The notice will include the call numbers of each station, its location on the AM or FM band, and the time(s) at which the announcement will be carried. Parent(s) or legal guardian(s) will be cautioned not to attempt to telephone the radio station.~~ *an emergency call system.*



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3. ~~The Principal of each school building will, in cooperation with the _____ (list appropriate organization of parents or volunteers), prepare an emergency call chain for the prompt notification of parent(s) or legal guardian(s) that children will be sent home early.~~
 - a. ~~The parent call chain will list the telephone number of the parent or legal guardian of each child in the school. The chain will be reviewed and updated annually. Each parent(s) or legal guardian(s) is responsible for supplying his/her telephone number or other information that will permit the notification of a person responsible for the child.~~
 - b. ~~A copy of the complete parent call chain will be maintained by the Principal and will be kept as a confidential document. An additional copy will be kept in the office of the Superintendent.~~
 - c. ~~Portions of the parent call chain will be released to volunteer callers as necessary for the integrity and efficient operation of the call chain process.~~
4. ~~The Principal of each school building shall prepare an emergency call chain for the prompt notification of all teaching staff members and support staff members who regularly report to that school.~~
 - a. ~~The staff call chain will be reviewed and updated annually. Each staff member is responsible for supplying the telephone number at which he/she can be reached for notification of the closing or delayed opening of school.~~
 - b. ~~A copy of the complete staff call chain will be maintained by the Principal and will be kept as a confidential document.~~
 - c. ~~Portions of the staff call chain will be released to staff members as necessary for the integrity and efficient operation of the call chain process.~~
5. ~~The _____ will prepare and administer a staff call chain for central office employees.~~



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6. The _____ will prepare and administer a staff call chain for _____ employees.
7. Each staff call chain should be so organized as to ensure that the first called are those staff members who live farthest from the school, office, or facility to which they regularly report.

B. All Day Closing

1. The decision to close schools for the day will be made in accordance with Policy No. 8220 and no later than _____ a.m. As soon as the decision is made, the **Superintendent or designee** _____ will promptly notify:

~~a. Television and radio stations (see paragraph A1) **The media outlets identified in A.1. above;**~~

a. b. All Building Principals, **S**chool staff members;

c. The Director of Transportation ~~(or transportation contractor),~~

d. _____ ~~(other individuals or offices to be notified),~~

~~ee. _____ (private schools to which transportation is provided for district children); ; and~~

~~fd. _____ Police Departments; ~~(municipalities that are affected by decision or that provide school crossing guards);~~~~

b. e. Board of Education President; and

c. f. Any other individuals or organizations the Superintendent or designee determines the need to be notified.

2. Each Building Principal and other person responsible for a call chain will promptly institute the process of notifying staff members of the closing by means of the staff call chain. Every effort should be made to notify staff members as soon as practicable.



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~~3. In the event a staff member cannot be reached by telephone, the caller will report that fact to the Building Principal or other person responsible for the call chain.~~

42. **Notwithstanding a provision in a collective bargaining agreement, if applicable, u**Unless the Superintendent determines otherwise, school office personnel and custodial personnel are expected to report for work on an emergency closed day. ~~It is the intention of this rule that all school offices be uniformly closed or open on a day when the schools are closed for emergency.~~

C. Delayed Opening

~~1. When circumstances are such as to require the late opening of school, the school day will ordinarily be delayed by two hours. All beginning schedules will be in effect, modified only by the two hour delay.~~

21. The decision to delay the opening of school will be made as soon as practicable. Notice of the delayed opening will be given in accordance with B. **above.**

32. **Notwithstanding a provision in a collective bargaining agreement, u**Unless the Superintendent determines otherwise, school office personnel and custodial personnel are expected to report to work on time **if the opening of school is delayed.**

43. If weather conditions **change** deteriorate after a delayed opening has been announced, the Superintendent may decide to close schools for the day. This decision will be made as soon as practicable. Notice of the closing of schools for the day will be given in accordance with B.1. **above.**

54. The Principal ~~of each school~~ will modify the school's schedule to accommodate the shorter day. ~~Morning schedules may be canceled.~~ After-school and athletic events may be canceled.

~~6. Lunch will be served as usual, but may be delayed.~~



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D. Early Dismissal

1. **The A decision by the Superintendent or designee to close school early will be promptly relayed to ~~the media outlets, school staff members, and the people or organizations listed in B.1.~~ *above: sending district transportation departments.***
 - a. ~~Building Principals in the affected schools,~~
 - b. ~~The Director of Transportation (or transportation contractor),~~
 - c. _____ ~~(other individuals or offices to be notified),~~
 - d. _____ ~~(private schools to which transportation is provided for district children), and~~
 - e. _____ ~~Police Departments (municipalities that are affected by decision or that provide school crossing guards).~~
- ~~2. Building Principals in the affected schools will promptly notify all school staff members of the early closing, using appropriate building procedures.~~
- 23.* ~~Parents(s) or legal guardian(s) may will be notified of an early dismissal through by an emergency call system, district or school website, a telephone communication chain, or any other method or process deemed appropriate the emergency parent call chain. Each caller will report to a person designated by the Principal the names of any parent(s) or legal guardian(s) who cannot be reached by telephone.~~
4. ~~Buses may be loaded as soon as they arrive at the school and may depart as soon as all students assigned to the bus have boarded.~~
- 3* 54. ~~A parent(s) or legal guardian(s) may come to the school and sign out his/her child at any time after the decision to close early has been made. Any removal of a child must be in strict accordance with Policy and Regulation 5230 regarding the person(s) to whom a child may be released.~~



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4. 65.

The Principal ~~may will~~ designate a safe and secure location in the school building to which may be assigned students whose parent or temporary caretaker could not be reached by telephone or other means **or the student was unable to be released from school early for good reason.**

- a. A ~~teaching~~ staff member will be assigned to supervise the students who remain in the school.
- b. ~~Students who have remained in the school will be released at the time school regularly closes, by whatever means of transportation they would have taken were the school not closed early.~~
- c. ~~The Principal may arrange for a late bus or transportation by private vehicle for students retained at the school.~~

Issued:



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Reporting Potentially Missing or Abused Children

Mar 20

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[See **POLICY ALERT** Nos. **94, 97, 100, 106, 133, 169, 180, 203, 208, 215 and 219**]

8462 REPORTING POTENTIALLY MISSING OR ABUSED CHILDREN

The Board of Education recognizes early detection of missing, abused, or neglected children is important in protecting the health, safety, and welfare of all children. In recognition of the importance of early detection of missing, abused, or neglected children, the Board of Education adopts this Policy pursuant to the requirements of N.J.S.A. 18A:36-24 and 18A:36-25. The Board provides this Policy for its employees, volunteers, or interns for the early detection of missing, abused, or neglected children through notification of, reporting to, and cooperation with the appropriate law enforcement and child welfare authorities pursuant to N.J.S.A. 18A:36-24 and 18A:36-25 et seq., N.J.A.C. 6A:16-11.1, N.J.S.A. 9:6-8.10, and N.J.A.C. 6A:22-4.1(d).

Employees, volunteers, or interns working in the school district shall immediately notify designated child welfare authorities of incidents of alleged missing, abused, and/or neglected children. Reports of incidents of alleged missing, abused, or neglected children shall be reported to the New Jersey State Central Registry (SCR) at 1-877 NJ ABUSE or to any other telephone number designated by the appropriate child welfare authorities. If the child is in immediate danger a call shall be placed to 911 as well as to the SCR.

The school district shall prominently display information about the Department of Children and Families' State Central Registry, a toll-free hotline for reporting child abuse, in each school of the district. The information shall give instructions to call 911 for emergencies and shall include directions for accessing the Department of Children and Families' website or social media platforms for more information on reporting abuse, neglect, and exploitation.

The information shall be in a format and language that is clear, simple, and understandable. The information shall be on a poster and displayed at each school in at least one high-traffic, highly and clearly visible public area that is readily accessible to and widely used by students, pursuant to N.J.S.A. 18A:33.28.



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The person having reason to believe that a child may be missing or may have been abused or neglected may inform the Principal or other designated school official(s) prior to notifying designated child welfare authorities if the action will not delay immediate notification. The person notifying designated child welfare authorities shall inform the Principal or other designated school official(s) of the notification, if such had not occurred prior to the notification. Notice to the Principal or other designated school official(s) need not be given when the person believes that such notice would likely endanger the reporter or student involved or when the person believes that such disclosure would likely result in retaliation against the student or in discrimination against the reporter with respect to his or her employment.

The Principal or other designated school official(s) upon being notified by a person having reason to believe that a child may be missing or may have been abused or neglected, must notify appropriate law enforcement authorities. Notification to appropriate law enforcement authorities shall be made for all reports by employees, volunteers, or interns working in the school district. Confirmation by another person is not required for a school district employee, volunteer, or intern to report the suspected missing, abused, or neglected child situation.

School district officials will cooperate with designated child welfare and law enforcement authorities in all investigations of potentially missing, abused, or neglected children in accordance with the provisions of N.J.A.C. 6A:16-11.1(a)5.

The district designates The Director of Special Services as the school district's liaison to designated child welfare authorities to act as the primary contact person between the school district and child welfare authorities with regard to general information sharing and the development of mutual training and other cooperative efforts. The district designates the Superintendent or designee as the school district's liaison to law enforcement authorities to act as the primary contact person between the school district and law enforcement authorities, pursuant to N.J.A.C. 6A:16-6.2(b)1, consistent with the Memorandum of Agreement, pursuant to N.J.A.C. 6A:16-6.2(b)13.

An employee, volunteer, or intern working in the school district who has been named as a suspect in a notification to child welfare and law enforcement authorities regarding a missing, abused, or neglected child situation shall be entitled to due process rights, including those rights defined in N.J.A.C. 6A:16-11.1(a)9.



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Reporting Potentially Missing or Abused Children

The Superintendent or designee shall provide training to school district employees, volunteers, or interns on the district's policy and procedures for reporting allegations of missing, abused, or neglected child situations. All new school district employees, volunteers, or interns working in the district shall receive the required information and training as part of their orientation.

There shall be no reprisal or retaliation against any person who, in good faith, reports or causes a report to be made of a potentially missing, abused, or neglected child situation pursuant to N.J.S.A. 9:6-8.13.

N.J.S.A. **18A:33-28**; 18A:36-24; 18A:36-25 et seq.

N.J.A.C. 6A:16-11.1

Adopted:

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[See **POLICY ALERT No. 219**]

R 1581 DOMESTIC VIOLENCE

Policy and Regulation 1581 - Section A. sets forth the New Jersey Civil Service Commission's (Civil Service Commission) Uniform Domestic Violence Policy that all public employers shall adopt and distribute to all their employees in accordance with the provisions of N.J.S.A. 11A:2-6a. The purpose of the Uniform Domestic Violence Policy is to encourage public employees who are victims of domestic violence, and those impacted by domestic violence, to seek assistance from their public employer's human resources officer(s) and provide a standard for a public employer's human resources officer(s) to follow when responding to employees.

Policy and Regulation 1581 – Section B. provides employment protection for employees of those employers as defined in N.J.S.A. 34:11C-2, who are victims of domestic violence or sexual violence in accordance with the provisions of the New Jersey Security and Financial Empowerment Act (NJ SAFE Act) - N.J.S.A. 34:11C-1 et seq.

A. Uniform Domestic Violence Policy (N.J.S.A. 11A:2-6a)

1. Definitions

The following terms are defined solely for the purposes of N.J.S.A. 11A:2-6a and Policy and Regulation 1581:

“Domestic Violence” - Acts or threatened acts, that are used by a perpetrator to gain power and control over a current or former spouse, family member, household member, intimate partner, someone the perpetrator dated, or person with whom the perpetrator shares a child in common or anticipates having a child in common if one of the parties is pregnant. Domestic violence includes, but is not limited to the following: physical violence; injury; intimidation; sexual violence or abuse; emotional and/or psychological intimidation; verbal abuse; threats; harassment; cyber harassment; stalking; economic abuse or control; damaging property to intimidate or attempt to control the behavior of a person in a relationship with the perpetrator; strangulation; or abuse of animals or pets.



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“Abuser/Perpetrator” - An individual who commits or threatens to commit an act of domestic violence, including unwarranted violence against individuals and animals. Other abusive behaviors and forms of violence can include the following: bullying, humiliating, isolating, intimidating, harassing, stalking, or threatening the victim, disturbing someone’s peace, or destroying someone’s property.

“Human Resources Officer (HRO)” - An employee of a public employer with a human resources job title, or its equivalent, who is responsible for orienting, training, counseling, and appraising staff. Persons designated by the employer as the primary or secondary contact to assist employees in reporting domestic violence incidents.

“Intimate Partner” - Partners of any sexual orientation or preference who have been legally married or formerly married to one another, have a child or children in common, or anticipate having a child in common if one party is pregnant. Intimate partner also includes those who live together or have lived together, as well as persons who are dating or have dated in the past.

“Temporary Restraining Order (TRO)” - A civil court order issued by a judge to protect the life, health, or well-being of a victim. TROs can prohibit domestic violence offenders from having contact with victims, either in person or through any means of communication, including third parties. TROs also can prohibit offenders from a victim’s home and workplace. A violation of a TRO may be a criminal offense. A TRO will last approximately ten business days, or until a court holds a hearing to determine if a Final Restraining Order (FRO) is needed. In New Jersey, there is no expiration of a FRO.

“Victim” - A person who is eighteen years of age or older or who is an emancipated minor and who has been subjected to domestic violence by a spouse, former spouse, or any other person who is a present household member or was at any time a household member. A victim of domestic violence is also any person,



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regardless of age, who has been subjected to domestic violence by one of the following factors: a person with whom the victim has a child in common; a person with whom the victim anticipates having a child in common, if one of the parties is pregnant; and a person with whom the victim has had a dating relationship.

“Workplace-Related Incidents” - Incidents of domestic violence, sexual violence, dating violence, and stalking, including acts, attempted acts, or threatened acts by or against employees, the families of employees, and/or their property, that imperil the safety, well-being, or productivity of any person associated with a public employee in the State of New Jersey, regardless of whether the act occurred in or outside the organization’s physical workplace. An employee is considered to be in the workplace while in or using the resources of the employer. This includes, but is not limited to: facilities; work sites; equipment; vehicles; or while on work-related travel.

2. Persons Covered Under N.J.S.A. 11A:2-6a and Policy and Regulation 1581

All New Jersey public employees are covered under N.J.S.A. 11A:2-6a and Policy and Regulation 1581 – Section A. A State of New Jersey public employer is any State, county, municipality, school district, or other political subdivision thereof, and any agency, authority, or instrumentality of the foregoing. Casual/seasonal employees, interns, volunteers, and temporary employees of any public employer at any workplace location are also covered under N.J.S.A. 11A:2-6a and Regulation 1581 – Section A.

3. Responsibility of Employer to Designate a Human Resources Officer (HRO)

- a. All public employers shall designate an HRO to assist employees who are victims of domestic violence.



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- b. The designated HRO must receive training on responding to and assisting employees who are domestic violence victims in accordance with Policy and Regulation 1581 – Section A. Should the HRO be unavailable at any time, the employer must designate a secondary HRO, who must also be appropriately trained to respond and assist domestic violence victims pursuant to Policy and Regulation 1581.
 - c. Managers and supervisors are often aware of circumstances involving an employee who is experiencing domestic violence. Managers and supervisors are required to refer any employee who is experiencing domestic violence or who report witnessing domestic violence to the designated HRO. Managers and supervisors must maintain confidentiality, to the extent possible, and be sensitive, compassionate, and respectful to the needs of persons who are victims of domestic violence.
 - (1) The name and contact information of the designated HRO must be provided to all employees.
 - d. Policy and Regulation 1581 – Section A. does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General directives and guidelines that impose a duty to report.
 - (1) For example, if there is any indication a child may also be a victim, reporting is mandatory to the Department of Children and Families, Child Protection and Permanency, under N.J.S.A. 9:6-8.13.
4. Domestic Violence Reporting Procedure
- a. Employees who are victims of domestic violence are encouraged to seek immediate assistance from their HRO.



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- b. Employees who have information about or witness an act of domestic violence against an employee are encouraged to report that information to the designated HRO, unless the employee is required to report the domestic violence pursuant to applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General directives and guidelines that impose a duty to report, in which case the employee must report to the appropriate authority in addition to reporting to the designated HRO.
- c. Nothing in Policy and Regulation 1581 – Section A. shall preclude an employee from contacting 911 in emergency situations. HROs shall remind employees to contact 911 if they feel they are in immediate danger.
- d. Each designated HRO shall:
 - (1) Immediately respond to an employee upon request and provide a safe and confidential location to allow the employee to discuss the circumstances surrounding the domestic violence incident and the request for assistance.
 - (2) Determine whether there is an imminent and emergent need to contact 911 and/or local law enforcement.
 - (3) Provide the employee with resource information and a confidential telephone line to make necessary calls for services for emergent intervention and supportive services, when appropriate. The HRO or the employee can contact the appropriate Employee Assistance Program to assist with securing resources and confidential services.
 - (4) Refer the employee to the provisions and protections of the New Jersey Security and Financial Empowerment Act, N.J.S.A. 34:11C-1 et seq. (NJ SAFE Act), referenced in Regulation 1581 - Section B.



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- (5) In cases where domestic violence involved a sexual touching or sexual assault between State employees, the HRO is also required to report the incident to their agency's Equal Employment Opportunity (EEO) Officer or Title IX Officer, as appropriate.
- (6) If there is a report of sexual assault or abuse, the victim should be offered the services of the New Jersey State Sexual Assault Response Team.
- (7) Maintain the confidentiality of the employee and all parties involved, to the extent practical and appropriate under the circumstances, pursuant to A.5. below.
- (8) Upon the employee's consent, the employee may provide the HRO with copies of any TROs, FROs, and/or civil restraint agreements that pertain to restraints in the work place and ensure that security personnel are aware of the names of individuals who are prohibited from appearing at the work location while the employee who sought the restraining order is present. All copies of TROs and FROs must be kept in a separate confidential personnel file.

5. Confidentiality Policy

- a. In responding to reports of domestic violence, the HRO shall seek to maintain confidentiality to protect an employee making a report of, witnessing, or experiencing domestic violence, to the extent practical and appropriate under the circumstances and allowed by law.
- b. No provision of Policy and Regulation 1581 – Section A. shall supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General directives and guidelines that impose a duty to report.



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- c. Policy 1581 and Regulation 1581 – Section A.5. shall not prevent disclosure where to do so would result in physical harm to any person or jeopardize safety within the workplace.
- (1) When information must be disclosed to protect the safety of individuals in the workplace, the HRO shall limit the breadth and content of such disclosure to information reasonably necessary to protect the safety of the disclosing employee and others and comply with the law.
 - (2) The HRO shall provide advance notice to the employee who disclosed information, to the extent possible, if the disclosure must be shared with other parties in order to maintain safety in the workplace or elsewhere.
 - (3) The HRO shall also provide the employee with the name and title of the person to whom they intend to provide the employee's statement and shall explain the necessity and purpose regarding the disclosure.
 - (a) For example, if the substance of the disclosure presents a threat to employees, then law enforcement will be alerted immediately.
- d. Policy 1581 and Regulation 1581 – Section A. does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General directives and guidelines where mandatory reporting is required by the appointing authority or a specific class of employees.
6. Confidentiality of Employee Records
- a. To ensure confidentiality and accuracy of information Policy and Regulation 1581 – Section A.6. requires the HRO to keep all documents and reports of domestic violence in a confidential personnel file separate from the employee's other personnel records.



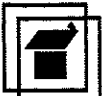
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- b. These records shall be considered personnel records and shall not be government records available for public access under the Open Public Records Act. See N.J.S.A. 47:1A-10.

7. Public Employer Domestic Violence Action Plan

- a. Public employers in the State of New Jersey shall develop an action plan to identify, respond to, and correct employee performance issues that are caused by domestic violence, pursuant to N.J.S.A. 11A:2-6a, and in accordance with the following guidelines:
 - (1) Designate an HRO with responsibilities pursuant to A.3. and A.4. above.
 - (2) Recognize that an employee may need an accommodation as the employee may experience temporary difficulty fulfilling job responsibilities.
 - (3) Provide reasonable accommodations to ensure the employee's safety. Reasonable accommodations may include, but are not limited to, the following: implementation of safety measures; transfer or reassignment; modified work schedule; change in work telephone number or work-station location; assistance in documenting the violence occurring in the workplace; an implemented safety procedure; or other accommodation approved by the employer.
 - (4) Advise the employee of information concerning the NJ SAFE Act; Family and Medical Leave Act (FMLA); or Family Leave Act (FLA); Temporary Disability Insurance (TDI); or Americans with Disabilities Act (ADA); or other reasonable flexible leave options when an employee, or his or her child, parent, spouse, domestic partner, civil union partner, or other relationships as defined in applicable statutes is a victim of domestic violence.



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- (5) Commit to adherence of the provisions of the NJ SAFE Act, including that the employer will not retaliate against, terminate, or discipline any employee for reporting information about incidents of domestic violence, as defined in Policy and Regulation 1581 – Section A., if the victim provides notice to their human resources office of the status or if the human resources office has reason to believe an employee is a victim of domestic violence.
- (6) Advise any employee, who believes he or she has been subjected to adverse action as a result of making a report pursuant to Policy and Regulation 1581 - Section B. of the civil right of action under the NJ SAFE Act.
 - (a) Advise any employee to contact their designated Labor Relations Officer, Conscientious Employees Protection Act (CEPA) Officer, and/or Equal Employment Opportunity Officer in the event they believe the adverse action is a violation of their collective bargaining agreement, the Conscientious Employees Protection Act, or the New Jersey Law Against Discrimination and corresponding policies.
- (7) Employers, their designated HRO, and employees should familiarize themselves with Policy and Regulation 1581. Policy and Regulation 1581 shall be provided to all employees upon Board approval and to all new employees upon hiring.
- (8) Information and resources about domestic violence are encouraged to be placed in visible areas, such as restrooms, cafeterias, breakrooms, and where other resource information is located.



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8. Resources

Resources and program information will be readily available to assist victims of domestic violence. These resources should be provided by the designated HRO to any victim of domestic violence at the time of reporting.

9. Distribution of Policy

The Civil Service Commission and the Division of Local Government Services in the Department of Community Affairs shall distribute a Uniform Domestic Violence Policy, and any modifications thereto, to public employers. The Director of the Division of Local Government Services shall release Local Finance Notices setting forth any changes to the Uniform Domestic Violence Policy, as changes occur.

10. Other Applicable Requirements

In addition to Policy and Regulation 1581, the HRO and the public employer's appointing authority, if applicable, must follow all applicable laws, guidelines, standard operating procedures, internal affairs policies, and New Jersey Attorney General directives and guidelines that impose a duty to report. Additionally, to the extent that the procedures set forth in Policy and Regulation 1581 conflict with collective negotiated agreements or with the Family Educational Rights and Privacy Act (FERPA), the provisions of the negotiated agreements and the provisions of FERPA control.

11. Policy Modification and Review

- a. A public employer may seek to modify Policy and Regulation 1581 to create additional protocols to protect victims of domestic violence, but may not modify in a way that reduces or compromises the safeguards and processes set out in the Uniform Domestic Violence Policy.
- b. The Civil Service Commission will review and modify their Uniform Domestic Violence Policy periodically and as needed.



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12. Policy Enforceability

The provisions of the Uniform Domestic Violence Policy are intended to be implemented by the Civil Service Commission. These provisions do not create any promises or rights that may be enforced by any persons or entities.

13. Policy Inquiries and Effective Date

Any questions concerning the interpretation or implementation of the Uniform Domestic Violence Policy shall be addressed to the Chair/Chief Executive Officer of the Civil Service Commission, or their designee. The Uniform Domestic Violence Policy and Policy and Regulation 1581 shall be enforceable upon the HRO's completion of training on the Uniform Domestic Violence Policy and Policy and Regulation 1581.

B. NJ SAFE Act – (N.J.S.A. 34:11C-1 et seq.)

1. The New Jersey Security and Financial Empowerment Act, N.J.S.A. 34:11C-1, et seq. (NJ SAFE Act), is a law that provides employment protection for victims of domestic or sexual violence.
2. Definitions (N.J.S.A. 34:11C-2)

The following terms are defined solely for the purpose of N.J.S.A. 34:11C-1 et seq. - NJ SAFE Act:

“Employee” means a person who is employed for at least twelve months by an employer, with respect to whom benefits are sought under the NJ SAFE Act, for not less than 1,000 base hours during the immediately preceding twelve-month period. Any time, up to a maximum of ninety calendar days, during which a person is laid off or furloughed by an employer due to that employer curtailing operations because of a state of emergency declared after October 22, 2012, shall be regarded as time in which the person is employed for the purpose of determining eligibility for leave time under the NJ SAFE Act. In making the determination, the base hours per week during the layoff or furlough shall be deemed to be the same as the average number of hours worked per week during the rest of the twelve-month period.



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“Employer” means a person or corporation, partnership, individual proprietorship, joint venture, firm or company, or other similar legal entity which engages the services of an employee and employs twenty-five or more employees for each working day during each of twenty or more calendar work weeks in the then current or immediately preceding calendar year. “Employer” includes the State, any political subdivision thereof, and all public offices, agencies, boards, or bodies.

“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.

3. Regulations Relative to Unpaid Leave for Employees and Family Members Affected by Certain Offenses (N.J.S.A. 34:11C-3)
 - a. Any employee of an employer in the State of New Jersey who was a victim of an incident of domestic violence as defined in N.J.S.A. 2C:25-19, or a sexually violent offense as defined in N.J.S.A. 30:4-27.26, or whose parent-in-law, sibling, grandparent, grandchild, child, parent, spouse, domestic partner, or civil union partner individual, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship, was a victim shall be entitled to unpaid leave of no more than twenty days in one twelve-month period, to be used in the twelve-month period next following any incident of domestic violence or any sexually violent offense as provided in N.J.S.A. 34:11C-3.

For purposes of N.J.S.A. 34:11C-3 and Regulation 1581 - Section B.3., each incident of domestic violence or any sexually violent offense shall constitute a separate offense for which an employee is entitled to unpaid leave, provided that the employee has not exhausted the allotted twenty days for the twelve-month period.



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The unpaid leave may be taken intermittently in intervals of no less than one day, as needed for the purpose of engaging in any of the following activities as they relate to the incident of domestic violence or sexually violent offense:

- (1) Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's parent-in-law, sibling, grandparent, grandchild, child, parent, spouse, domestic partner, or civil union partner individual, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship;
- (2) Obtaining services from a victim services organization for the employee or the employee's parent-in-law, sibling, grandparent, grandchild, child, parent, spouse, domestic partner, or civil union partner individual, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship;
- (3) Obtaining psychological or other counseling for the employee or the employee's parent-in-law, sibling, grandparent, grandchild, child, parent, spouse, domestic partner, or civil union partner individual, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship;



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- (4) Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's parent-in-law, sibling, grandparent, grandchild, child, parent, spouse, domestic partner, or civil union partner individual, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship, from future domestic or sexual violence or to ensure economic security;
- (5) Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's parent-in-law, sibling, grandparent, grandchild, child, parent, spouse, domestic partner, or civil union partner, individual, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship, including preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic or sexual violence; or
- (6) Attending, participating in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the employee or the employee's parent-in-law, sibling, grandparent, grandchild, child, parent, spouse, domestic partner, or civil union partner, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship, was a victim.



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- b. An eligible employee may elect to use any accrued paid vacation leave, personal leave, or medical or sick leave of the employee, or any family temporary disability leave benefits provided pursuant to N.J.S.A. 43:21-27 during any part of the twenty-day period of unpaid leave provided under N.J.S.A 34:11C-3 and Regulation 1581 - Section B.3.a.

In such case, any paid leave provided by the employer, and accrued pursuant to established policies of the employer, or family temporary disability leave benefits, shall run concurrently with the unpaid leave provided under N.J.S.A. 34:11C-3.a and Regulation 1581 - Section B.3.a. and, accordingly, the employee shall receive pay pursuant to the employer's applicable paid leave policy, or family temporary disability leave benefits, during the period of otherwise unpaid leave. If an employee requests leave for a reason covered by both N.J.S.A. 34:11C-3.a and the "Family Leave Act," N.J.S.A. 34:11B-1 et seq. or the Federal "Family and Medical Leave Act of 1993," 29 U.S.C. § 2601 et seq., the leave shall count simultaneously against the employee's entitlement under each respective law.

Leave granted under N.J.S.A. 34:11C-3 and Regulation 1581 - Section B. shall not conflict with any rights pursuant to the "Family Leave Act," the "Temporary Disability Benefits Law," N.J.S.A. 43:21-25 et al, or the Federal "Family and Medical Leave Act of 1993."

- c. Prior to taking the leave provided for in N.J.S.A. 34:11C-3 and Regulation 1581 - Section B.3.a., an employee shall, if the necessity for the leave is foreseeable, provide the employer with written notice of the need for the leave, unless an emergency or other unforeseen circumstance precludes prior notice. The notice shall be provided to the employer as far in advance as is reasonable and practical under the circumstances.



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- d. Nothing contained in the NJ SAFE Act (N.J.S.A. 34:11C-1 et seq.) and Regulation 1581 - Section B. shall be construed to prohibit an employer from requiring that a period of leave provided pursuant to N.J.S.A. 34:11C-3 and Regulation 1581 - Section B. be supported by the employee with documentation of the domestic violence or sexually violent offense which is the basis for the leave.

If the employer requires the documentation, the employee shall be regarded as having provided sufficient documentation if the employee provides one or more of the following:

- (1) A domestic violence restraining order or other documentation of equitable relief issued by a court of competent jurisdiction;
- (2) A letter or other written documentation from the county or municipal prosecutor documenting the domestic violence or sexually violent offense;
- (3) Documentation of the conviction of a person for the domestic violence or sexually violent offense;
- (4) Medical documentation of the domestic violence or sexually violent offense;
- (5) Certification from a certified Domestic Violence Specialist or the director of a designated domestic violence agency or Rape Crisis Center, that the employee or employee's parent-in-law, sibling, grandparent, grandchild, child, parent, spouse, domestic partner, or civil union partner, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship, is a victim of domestic violence or a sexually violent offense; or



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- (6) Other documentation or certification of the domestic violence or sexually violent offense provided by a social worker, member of the clergy, shelter worker, or other professional who has assisted the employee or employee's parent-in-law, sibling, grandparent, grandchild, child, parent, spouse, domestic partner, or civil union partner, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship, in dealing with the domestic violence or sexually violent offenses.

For the purpose of N.J.S.A. 34:11C-3.c and Regulation 1581 - Section B.3.d.:

- (1) "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;
- (2) "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.
- (3) "Rape Crisis Center" means an office, institution, or center offering assistance to victims of sexual offenses through crisis intervention, medical and legal information, and follow-up counseling.



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- e. An employer shall display conspicuous notice of its employees' rights and obligations pursuant to the provisions of the NJ SAFE Act, in such form and manner as the Commissioner of Labor and Workforce Development shall prescribe, and use other appropriate means to keep its employees so informed.
- f. No provision of N.J.S.A. 34:11C-1 et seq. and Policy and Regulation 1581 – Section B. shall be construed as requiring or permitting an employer to reduce employment benefits provided by the employer or required by a collective bargaining agreement which are in excess of those required by the NJ SAFE Act. Nor shall any provision of N.J.S.A. 34:11C-1 et seq. and Policy and Regulation 1581 – Section B. be construed to prohibit the negotiation and provision through collective bargaining agreements of leave policies or benefit programs which provide benefits in excess of those required by the NJ SAFE Act. N.J.S.A. 34:11C-3.e and Regulation 1581 – Section B.3.f. shall apply irrespective of the date that a collective bargaining agreement takes effect.

Nothing contained in N.J.S.A. 34:11C-1 et seq. and Policy and Regulation 1581 – Section B. shall be construed as permitting an employer to:

- (1) Rescind or reduce any employment benefit accrued prior to the date on which the leave taken pursuant to the NJ SAFE Act commenced; or
- (2) Rescind or reduce any employment benefit, unless the rescission or reduction of the benefit is based on changes that would have occurred if an employee continued to work without taking the leave provided pursuant to Regulation 1581 – Section B.3.a.



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g. All information provided to an employer pursuant to N.J.S.A. 34:11C-3.c and Regulation 1581 – Section B.3.d. above and any information regarding a leave taken pursuant to N.J.S.A. 34:11C-3.c and any failure of an employee to return to work, shall be retained in the strictest confidentiality, unless the disclosure is voluntarily authorized in writing by the employee or is required by a Federal or State law, rule, or regulation.

4. Certain Actions by Employer Prohibited (N.J.S.A. 34:11C-4)

An employer shall not discharge, harass, or otherwise discriminate, retaliate, or threaten to discharge, harass, or otherwise discriminate or retaliate against an employee with respect to the compensation, terms, conditions, or privileges of employment on the basis that the employee took or requested any leave to which the employee was entitled pursuant to N.J.S.A. 34:11C-3 of the NJ SAFE Act and Regulation 1581 – Section B.3. or on the basis that the employee refused to authorize the release of information deemed confidential pursuant to N.J.S.A. 34:11C-3.f and Regulation 1581 – Section B.3.g.

5. Violations; Penalties (N.J.S.A. 34:11C-5)

a. Upon a violation of any of the provisions of N.J.S.A. 34:11C-3 and Regulation 1581 - Section B.3., or N.J.S.A. 34:11C-4 and Regulation 1581 - Section B.4., an employee or former employee may institute a civil action in the Superior Court for relief. All remedies available in common law tort actions shall be available to a prevailing plaintiff. The Court may also order any or all of the following relief:

- (1) An assessment of a civil fine of not less than \$1,000 and not more than \$2,000 for the first violation of any of the provisions of N.J.S.A. 34:11C-3 or N.J.S.A. 34:11C-4 and not more than \$5,000 for each subsequent violation;



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- (2) An injunction to restrain the continued violation of any of the provisions of N.J.S.A. 34:11C-3 or N.J.S.A. 34:11C-4;
 - (3) Reinstatement of the employee to the same position or to a position equivalent to that which the employee held prior to unlawful discharge or retaliatory action;
 - (4) Reinstatement of full fringe benefits and seniority rights;
 - (5) Compensation for any lost wages, benefits, and other remuneration;
 - (6) Payment of reasonable costs and attorney's fees.
- b. An action brought under N.J.S.A. 34:11C-5 shall be commenced within one year of the date of the alleged violation.
- c. A private cause of action provided for in N.J.S.A. 34:11C-5 shall be the sole remedy for a violation of N.J.S.A. 34:11C-1 et seq.

Adopted:

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REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.
General Fund - Fund 10
Interim Balance Sheet
For 8 Month Period Ending 02/29/2020

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ASSETS AND RESOURCES

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--- A S S E T S ---

101	Cash in bank		\$4,336,703.48
121	Tax levy receivable		\$4,155,023.00
	Accounts receivable:		
132	Interfund	\$140,705.35	
141	Intergovernmental - State	\$583,126.07	
143	Intergovernmental - Other	\$55,141.67	
			\$778,973.09

--- R E S O U R C E S ---

301	Estimated Revenues	\$14,828,968.00	
302	Less Revenues	(\$14,102,140.98)	
			\$726,827.02

Total assets and resources

\$9,997,526.59

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REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.
General Fund - Fund 10
Interim Balance Sheet
For 8 Month Period Ending 02/29/2020

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LIABILITIES AND FUND EQUITY

=====

--- L I A B I L I T I E S ---

421	Accounts Payable	\$278,135.86
TOTAL LIABILITIES		\$278,135.86
		=====

F U N D B A L A N C E

--- A p p r o p r i a t e d ---

753	Reserve for Encumbrances - Current Year	\$4,351,358.59
754	Reserve for Encumbrance - Prior Year	\$2,690.00
Reserved fund balance:		
760	Reserved Fund Balance	\$2,687,265.21
601	Appropriations	\$15,783,696.56
602	Less : Expenditures	\$8,827,061.15
603	Encumbrances	\$4,354,048.59 (\$13,181,109.74)
		\$2,602,586.82
Total Appropriated		\$9,643,900.62
--- U n a p p r o p r i a t e d ---		
770	Unreserved Fund Balance -	\$938,470.11
303	Budgeted Fund Balance	(\$862,980.00)

TOTAL FUND BALANCE	\$9,719,390.73
TOTAL LIABILITIES AND FUND EQUITY	\$9,997,526.59
=====	

Somerset County Vocational Board of Ed.
 General Fund - Fund 10
 Interim Balance Sheet
 For 8 Month Period Ending 02/29/2020

RECAPITULATION OF FUND BALANCE:	Budgeted	Actual	Variance
Appropriations	\$15,783,696.56	\$13,181,109.74	\$2,602,586.82
Revenues	(\$14,828,968.00)	(\$14,102,140.98)	(\$726,827.02)
	\$954,728.56	(\$921,031.24)	\$1,875,759.80
Less: Adjust for prior year encumb.	(\$91,748.56)	(\$91,748.56)	
Budgeted Fund Balance	\$862,980.00	(\$1,012,779.80)	\$1,875,759.80
	=====	=====	=====
Recapitulation of Budgeted Fund Balance by Subfund			
Fund 10 (includes 10, 11, 12, and 13)	\$862,980.00	(\$1,012,779.80)	\$1,875,759.80
Fund 18 (Restricted ED JOBS)	\$0.00	\$0.00	\$0.00
Fund 19 (Restricted FEMA Block Grants)	\$0.00	\$0.00	\$0.00
TOTAL Budgeted Fund Balance	\$862,980.00	(\$1,012,779.80)	\$1,875,759.80
	=====	=====	=====

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.
GENERAL FUND - FUND 10
INTERIM STATEMENTS COMPARING
BUDGET REVENUE WITH ACTUAL TO DATE AND
APPROPRIATIONS WITH EXPENDITURES AND ENCUMBRANCES TO DATE
For 8 Month Period Ending 02/29/2020

	BUDGETED ESTIMATED	ACTUAL TO DATE	NOTE: OVER OR (UNDER)	UNREALIZED BALANCE
*** REVENUES/SOURCES OF FUNDS ***				
1XXX From Local Sources	\$13,400,406.00	\$12,695,524.83		\$704,881.17
3XXX From State Sources	\$1,428,562.00	\$1,406,616.15		\$21,945.85
	-----	-----	-----	-----
TOTAL REVENUE/SOURCES OF FUNDS	\$14,828,968.00	\$14,102,140.98		\$726,827.02
	=====	=====	=====	=====
*** EXPENDITURES ***				
	APPROPRIATIONS	EXPENDITURES	ENCUMBRANCES	AVAILABLE BALANCE
--- CURRENT EXPENSE ---				
11-1XX-100-XXX Regular Programs - Instruction	\$1,993,294.50	\$1,143,076.68	\$574,452.35	\$275,765.47
11-3XX-100-XXX Voc. Programs - Local - Instruction	\$3,736,208.31	\$1,900,664.51	\$993,500.57	\$842,043.23
11-401-100-XXX School-Spon. Cocurr. Acti-Instr	\$90,225.00	\$51,316.71	\$2,787.86	\$36,120.43
11-402-100-XXX School-Spons. Athletics - Instruction	\$145,811.49	\$90,632.30	\$31,952.28	\$23,226.91
--- UNDISTRIBUTED EXPENDITURES ---				
11-000-211-XXX Attendance and Social Work Services	\$36,527.61	\$25,891.25	\$8,411.79	\$2,224.57
11-000-213-XXX Health Services	\$190,867.97	\$126,021.04	\$55,187.71	\$9,659.22
11-000-216-XXX Speech, OT,PT & Related Svcs	\$10,000.00	\$1,876.00	\$6,942.00	\$1,182.00
11-000-218-XXX Guidance	\$915,774.60	\$567,462.07	\$309,998.10	\$38,314.43
11-000-219-XXX Child Study Teams	\$211,554.00	\$131,199.14	\$65,402.57	\$14,952.29
11-000-221-XXX Improv of Inst. - Instruc Staff	\$394,530.00	\$263,933.45	\$124,125.91	\$6,470.64
11-000-222-XXX Educational Media Serv/School Library	\$48,724.00	\$26,189.08	\$14,999.95	\$7,534.97
11-000-223-XXX Instructional Staff Training Services	\$64,782.00	\$40,784.06	\$17,543.02	\$6,454.92
11-000-230-XXX Supp. Serv.-General Administration	\$758,472.55	\$526,450.60	\$187,663.46	\$44,358.49
11-000-240-XXX Supp. Serv.-School Administration	\$776,496.25	\$535,081.49	\$212,992.36	\$28,422.40
11-000-25X-XXX Central Serv & Admin. Inform. Tech.	\$935,861.00	\$590,280.00	\$265,200.60	\$80,380.40
11-000-261-XXX Require Maint. for School Facilities	\$1,118,501.89	\$560,463.97	\$205,991.56	\$352,046.36
11-000-262-XXX Custodial Services	\$1,003,546.53	\$633,546.45	\$231,230.87	\$138,769.21
11-000-263-XXX Care and Upkeep of Grounds	\$24,000.00	\$1,399.15	\$0.00	\$22,600.85
11-000-266-XXX Security	\$114,885.60	\$72,740.49	\$29,674.79	\$12,470.32
11-000-270-XXX Student Transportation Services	\$173,691.96	\$38,236.65	\$27,808.30	\$107,647.01
11-XXX-XXX-2XX Allocated and Unallocated Benefits	\$2,827,558.23	\$1,458,771.99	\$988,182.54	\$380,603.70
	-----	-----	-----	-----
TOTAL GENERAL CURRENT EXPENSE				
EXPENDITURES/USES OF FUNDS	\$15,571,313.49	\$8,786,017.08	\$4,354,048.59	\$2,431,247.82
	=====	=====	=====	=====

REPORT OF THE SECRETARY
 TO THE BOARD OF EDUCATION
 Somerset County Vocational Board of Ed.
 GENERAL FUND - FUND 10
 INTERIM STATEMENTS COMPARING
 BUDGET REVENUE WITH ACTUAL TO DATE AND
 APPROPRIATIONS WITH EXPENDITURES AND ENCUMBRANCES TO DATE
 For 8 Month Period Ending 02/29/2020

*** EXPENDITURES - cont'd ***	APPROPRIATIONS	EXPENDITURES	ENCUMBRANCES	AVAILABLE BALANCE
*** CAPITAL OUTLAY ***				
12-XXX-XXX-73X Equipment	\$109,015.07	\$41,044.07	\$0.00	\$67,971.00
12-000-4XX-XXX Facilities acquisition & constr. serv.	\$103,368.00	.00	.00	\$103,368.00
	-----	-----	-----	-----
TOTAL CAP OUTLAY EXPEND./USES OF FUNDS	\$212,383.07	\$41,044.07	\$0.00	\$171,339.00
	=====	=====	=====	=====
TOTAL GENERAL FUND EXPENDITURES	\$15,783,696.56	\$8,827,061.15	\$4,354,048.59	\$2,602,586.82
	=====	=====	=====	=====

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.
GENERAL FUND - FUND 10
SCHEDULE OF REVENUES
ACTUAL COMPARED WITH ESTIMATED
For 8 Month Period Ending 02/29/2020

		ESTIMATED	ACTUAL	UNREALIZED
		-----	-----	-----
--- LOCAL SOURCES ---				
1210	Local Tax Levy	\$11,922,443.00	\$11,922,443.00	.00
1310	Tuition from Individuals	\$1,402,963.00	\$740,095.50	\$662,867.50
1XXX	Miscellaneous	\$75,000.00	\$32,986.33	\$42,013.67
	TOTAL	\$13,400,406.00	\$12,695,524.83	\$704,881.17
		=====	=====	=====
--- STATE SOURCES ---				
3132	Categorical Special Education Aid	\$389,105.00	\$389,105.00	.00
3140	Vocational Expansion Stabilization Aid	\$120,922.00	\$126,968.10	(\$6,046.10)
3176	Equalization	\$580,221.00	\$552,229.05	\$27,991.95
3177	Categorical Security	\$64,725.00	\$64,725.00	.00
3178	Adjustment Aid	\$273,589.00	\$273,589.00	.00
	TOTAL	\$1,428,562.00	\$1,406,616.15	\$21,945.85
		=====	=====	=====
	TOTAL REVENUES/SOURCES OF FUNDS	\$14,828,968.00	\$14,102,140.98	\$726,827.02
		=====	=====	=====

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.
GENERAL FUND - FUND 10
STATEMENT OF APPROPRIATIONS
COMPARED WITH EXPENDITURES AND ENCUMBRANCES
For 8 Month Period Ending 02/29/2020

	Appropriations	Expenditures	Encumbrances	Available Balance
*** GENERAL CURRENT EXPENSE ***				
--- Regular Programs - Instruction ---				
11-140-100-101 Grades 9-12 - Salaries of Teachers	\$1,799,627.00	\$1,039,754.84	\$572,549.85	\$187,322.31
11-140-100-500 Other Purch. Serv. (400-500 series)	\$53,050.00	\$22,616.97	.00	\$30,433.03
--- Regular Programs - Home Instruction ---				
11-150-100-101 Salaries of Teachers	\$5,000.00	\$0.00	\$0.00	\$5,000.00
11-150-100-320 Purchased Prof.-Ed. Services	\$8,000.00	\$410.00	\$738.00	\$6,852.00
11-150-100-500 Other Purch. Serv. (400-500 series)	\$150.00	.00	.00	\$150.00
--- Regular Programs - Undistr. Instruction ---				
TOTAL	\$1,865,827.00	\$1,062,781.81	\$573,287.85	\$229,757.34
--- SPECIAL EDUCATION - INSTRUCTION ---				
--- Vocational Programs-Local-Instruction ---				
11-3XX-100-101 Salaries of Teachers	\$2,989,448.00	\$1,663,233.36	\$928,158.93	\$398,055.71
11-3XX-100-106 Other Sal. For Instruction	\$64,890.00	\$23,136.70	\$20,123.30	\$21,630.00
11-3XX-100-320 Purchased Prof.-Ed. Services	\$311,415.00	\$27,384.00	\$0.00	\$284,031.00
11-3XX-100-500 Other Purchased Serv.(400-500 series)	\$77,176.40	\$52,609.79	\$7,529.66	\$17,036.95
11-3XX-100-610 General Supplies	\$259,108.82	\$116,999.84	\$34,361.41	\$107,747.57
11-3XX-100-640 Textbooks	\$18,870.09	\$12,170.09	\$0.00	\$6,700.00
11-3XX-100-800 Other Objects	\$15,300.00	\$5,130.73	\$3,327.27	\$6,842.00
TOTAL	\$3,736,208.31	\$1,900,664.51	\$993,500.57	\$842,043.23
--- School spons.cocurricular activities-Instruction ---				
11-401-100-100 Salaries	\$52,820.00	\$36,877.32	.00	\$15,942.68
11-401-100-500 Purchased Services (300-500 series)	\$12,725.00	\$450.00	.00	\$12,275.00
11-401-100-600 Supplies and Materials	\$16,180.00	\$5,860.39	\$1,941.86	\$8,377.75
11-401-100-800 Other Objects	\$8,500.00	\$8,129.00	\$846.00	(\$475.00)
TOTAL	\$90,225.00	\$51,316.71	\$2,787.86	\$36,120.43
--- School sponsored athletics-Instruct. ---				
11-402-100-100 Salaries	\$62,000.00	\$36,000.00	\$6,000.00	\$20,000.00
11-402-100-500 Purchased Services (300-500 series)	\$35,185.00	\$24,865.00	\$10,320.00	.00
11-402-100-600 Supplies and Materials	\$22,776.49	\$17,962.41	\$8,815.67	(\$4,001.59)
11-402-100-800 Other Objects	\$25,850.00	\$11,804.89	\$6,816.61	\$7,228.50
TOTAL	\$145,811.49	\$90,632.30	\$31,952.28	\$23,226.91
--- UNDISTRIBUTED EXPENDITURES ---				
--- Attendance and social work services ---				
11-000-211-171 Sal. of Drop-Out Prev. Officer/Coordinators	\$27,647.00	\$17,648.41	\$8,411.79	\$1,586.80
11-000-211-300 Purchased Prof. & Tech. Svc.	\$7,825.00	\$7,812.25	.00	\$12.75
11-000-211-500 Other Purchd. Serv.(400-500 series)	\$375.00	.00	.00	\$375.00
11-000-211-600 Supplies and Materials	\$430.61	\$430.59	.00	\$0.02
11-000-211-800 Other Objects	\$250.00	.00	.00	\$250.00
TOTAL	\$36,527.61	\$25,891.25	\$8,411.79	\$2,224.57
--- Health services ---				
11-000-213-100 Salaries	\$162,608.03	\$111,979.90	\$50,594.24	\$33.89

Somerset County Vocational Board of Ed.
GENERAL FUND - FUND 10
STATEMENT OF APPROPRIATIONS
COMPARED WITH EXPENDITURES AND ENCUMBRANCES
For 8 Month Period Ending 02/29/2020

	Appropriations	Expenditures	Encumbrances	Available Balance
11-000-213-300 Purchased Prof. & Tech. Svc.	\$17,374.94	\$11,748.89	\$4,579.37	\$1,046.68
11-000-213-500 Other Purchd. Serv.(400-500 series)	\$1,385.00	.00	.00	\$1,385.00
11-000-213-600 Supplies and Materials	\$9,000.00	\$2,202.25	\$14.10	\$6,783.65
11-000-213-800 Other Objects	\$500.00	\$90.00	.00	\$410.00
TOTAL	\$190,867.97	\$126,021.04	\$55,187.71	\$9,659.22
--- Speech, OT,PT & Related Svcs ---				
11-000-216-320 Purchased Prof. Ed. Services	\$10,000.00	\$1,876.00	\$6,942.00	\$1,182.00
TOTAL	\$10,000.00	\$1,876.00	\$6,942.00	\$1,182.00
--- Guidance ---				
11-000-218-104 Salaries Other Prof. Staff	\$423,101.00	\$260,292.51	\$155,362.39	\$7,446.10
11-000-218-105 Sal Secr. & Clerical Asst.	\$117,915.00	\$73,309.88	\$34,820.17	\$9,784.95
11-000-218-11X Other Salaries	\$291,079.00	\$179,655.80	\$108,632.05	\$2,791.15
11-000-218-199 Unused Vac Payment to Term/Ret Staff	\$9,462.60	\$4,956.60	\$4,506.00	.00
11-000-218-390 Other Purch. Prof. & Tech Svc.	\$40,000.00	\$20,332.25	\$6,092.50	\$13,575.25
11-000-218-500 Other Purchased Services (400-500 series)	\$24,967.00	\$22,901.00	.00	\$2,066.00
11-000-218-600 Supplies and Materials	\$9,000.00	\$6,014.03	\$584.99	\$2,400.98
11-000-218-800 Other Objects	\$250.00	.00	.00	\$250.00
TOTAL	\$915,774.60	\$567,462.07	\$309,998.10	\$38,314.43
--- Child Study Teams ---				
11-000-219-104 Salaries Other Prof. Staff	\$150,774.00	\$94,568.00	\$51,201.50	\$5,004.50
11-000-219-105 Sal Secr. & Clerical Asst.	\$46,480.00	\$29,512.48	\$13,962.97	\$3,004.55
11-000-219-320 Purchased Prof. - Ed. Services	\$2,000.00	.00	.00	\$2,000.00
11-000-219-390 Other Purch. Prof. & Tech Svc.	\$6,400.00	\$5,394.37	.00	\$1,005.63
11-000-219-592 Misc Purch Ser(400-500 O/than Resid costs)	\$1,800.00	\$236.25	\$0.00	\$1,563.75
11-000-219-600 Supplies and Materials	\$3,100.00	\$1,003.04	\$238.10	\$1,858.86
11-000-219-800 Other Objects	\$1,000.00	\$485.00	.00	\$515.00
TOTAL	\$211,554.00	\$131,199.14	\$65,402.57	\$14,952.29
--- Improv. of instr. Serv. ---				
11-000-221-102 Salaries Superv. of Instr.	\$214,445.00	\$142,755.04	\$71,378.91	\$311.05
11-000-221-104 Salaries Other Prof. Staff	\$115,984.00	\$82,160.73	\$33,613.17	\$210.10
11-000-221-105 Sal Secr. & Clerical Asst.	\$59,701.00	\$37,766.64	\$18,508.31	\$3,426.05
11-000-221-500 Other Purchased Services (400-500 series)	\$3,000.00	\$1,251.04	\$625.52	\$1,123.44
11-000-221-600 Supplies and Materials	\$1,000.00	.00	.00	\$1,000.00
11-000-221-800 Other Objects	\$400.00	.00	.00	\$400.00
TOTAL	\$394,530.00	\$263,933.45	\$124,125.91	\$6,470.64
--- Educational media serv./sch.library ---				
11-000-222-100 Salaries	\$34,194.00	\$19,445.44	\$11,901.93	\$2,846.63
11-000-222-300 Purchased Prof. & Tech Svc.	\$1,100.00	\$907.05	.00	\$192.95
11-000-222-500 Other Purchased Services (400-500 series)	\$4,380.00	.00	.00	\$4,380.00
11-000-222-600 Supplies and Materials	\$9,000.00	\$5,836.59	\$3,098.02	\$65.39
11-000-222-800 Other Objects	\$50.00	.00	.00	\$50.00
TOTAL	\$48,724.00	\$26,189.08	\$14,999.95	\$7,534.97

Somerset County Vocational Board of Ed.
GENERAL FUND - FUND 10
STATEMENT OF APPROPRIATIONS
COMPARED WITH EXPENDITURES AND ENCUMBRANCES
For 8 Month Period Ending 02/29/2020

	Appropriations	Expenditures	Encumbrances	Available Balance
--- Instructional Staff Training Services ---				
11-000-223-102 Salaries Superv. of Instruction	\$48,982.00	\$32,658.88	\$15,630.02	\$693.10
11-000-223-390 Other Purch. Prof. & Tech Svc.	\$1,000.00	.00	.00	\$1,000.00
11-000-223-500 Other Purchased Services (400-500 series)	\$14,300.00	\$8,125.18	\$1,913.00	\$4,261.82
11-000-223-600 Supplies and Materials	\$500.00	.00	.00	\$500.00
TOTAL	\$64,782.00	\$40,784.06	\$17,543.02	\$6,454.92
--- Support services-general administration ---				
11-000-230-100 Salaries	\$341,819.00	\$244,647.84	\$95,323.96	\$1,847.20
11-000-230-331 Legal Services	\$78,171.21	\$10,454.40	\$50,802.44	\$16,914.37
11-000-230-332 Audit Fees	\$38,175.00	\$37,425.00	.00	\$750.00
11-000-230-334 Architectural/Engineering Services	\$7,018.80	\$1,750.00	\$2,607.50	\$2,661.30
11-000-230-339 Other Purchased Prof. Svc.	\$12,974.18	\$410.50	\$8,983.50	\$3,580.18
11-000-230-340 Purchased Tech. Services	\$8,700.00	\$4,685.00	\$1,200.00	\$2,815.00
11-000-230-530 Communications/Telephone	\$75,845.16	\$43,466.09	\$27,396.75	\$4,982.32
11-000-230-585 BOE Other Purchased Prof. Svc.	\$3,526.20	\$2,500.20	.00	\$1,026.00
11-000-230-590 Other Purchased Services	\$156,090.00	\$154,798.00	\$550.00	\$742.00
11-000-230-610 General Supplies	\$7,574.00	\$748.13	.00	\$6,825.87
11-000-230-630 BOE In-House Training/Meeting Supplies	\$500.00	.00	.00	\$500.00
11-000-230-890 Misc. Expenditures	\$21,079.00	\$18,765.69	\$601.31	\$1,712.00
11-000-230-895 BOE Membership Dues and Fees	\$7,000.00	\$6,799.75	\$198.00	\$2.25
TOTAL	\$758,472.55	\$526,450.60	\$187,663.46	\$44,358.49
--- Support services-school administration ---				
11-000-240-103 Salaries Princ./Asst. Princ.	\$146,190.00	\$108,748.88	\$37,227.97	\$213.15
11-000-240-104 Salaries Other Prof. Staff	\$326,525.00	\$243,962.39	\$82,562.61	.00
11-000-240-105 Sal Secr. & Clerical Asst.	\$241,069.00	\$138,434.48	\$88,926.82	\$13,707.70
11-000-240-199 Unused Vac Payment to Term/Ret Staff	\$6,554.07	\$6,554.07	.00	.00
11-000-240-500 Other Purchased Services	\$32,200.00	\$16,396.81	\$4,184.66	\$11,618.53
11-000-240-600 Supplies and Materials	\$17,873.18	\$14,899.86	\$90.30	\$2,883.02
11-000-240-800 Other Objects	\$6,085.00	\$6,085.00	.00	.00
TOTAL	\$776,496.25	\$535,081.49	\$212,992.36	\$28,422.40
--- Central Services ---				
11-000-251-100 Salaries	\$367,480.00	\$244,544.32	\$122,272.78	\$662.90
11-000-251-330 Purchased Prof. Services	\$7,500.00	\$5,356.18	\$1,253.38	\$890.44
11-000-251-340 Purchased Technical Services	\$26,000.00	\$25,518.30	\$1,425.00	(\$943.30)
11-000-251-592 Misc Pur Serv (400-500 series)	\$3,000.00	\$1,027.10	\$575.00	\$1,397.90
11-000-251-600 Supplies and Materials	\$7,500.00	\$2,643.65	.00	\$4,856.35
11-000-251-89X Other Objects	\$4,600.00	\$3,593.25	.00	\$1,006.75
TOTAL	\$416,080.00	\$282,682.80	\$125,526.16	\$7,871.04
--- Admin. Info. Technology ---				
11-000-252-100 Salaries	\$424,029.00	\$273,761.20	\$132,691.25	\$17,576.55
11-000-252-500 Other Pur Serv. (400-500 series)	\$50,252.00	\$24,480.96	.00	\$25,771.04
11-000-252-600 Supplies and Materials	\$45,500.00	\$9,355.04	\$6,983.19	\$29,161.77
TOTAL	\$519,781.00	\$307,597.20	\$139,674.44	\$72,509.36

Somerset County Vocational Board of Ed.
GENERAL FUND - FUND 10
STATEMENT OF APPROPRIATIONS
COMPARED WITH EXPENDITURES AND ENCUMBRANCES
For 8 Month Period Ending 02/29/2020

	Appropriations	Expenditures	Encumbrances	Available Balance
TOTAL Cent. Svcs. & Admin IT	\$935,861.00	\$590,280.00	\$265,200.60	\$80,380.40
--- Required Maint.for School Facilities ---				
11-000-261-100 Salaries	\$640,936.00	\$299,260.98	\$144,785.19	\$196,889.83
11-000-261-199 Unused Vac Payment to Term/Ret Staff	\$9,292.36	\$9,292.36	.00	.00
11-000-261-420 Cleaning, Repair & Maint. Svc	\$395,273.53	\$192,371.07	\$50,315.92	\$152,586.54
11-000-261-610 General Supplies	\$60,000.00	\$49,544.00	\$8,472.25	\$1,983.75
11-000-261-800 Other Objects	\$13,000.00	\$9,995.56	\$2,418.20	\$586.24
TOTAL	\$1,118,501.89	\$560,463.97	\$205,991.56	\$352,046.36
11-000-262-420 Cleaning, Repair & Maint. Svc.	\$480,648.53	\$320,970.35	\$159,678.18	.00
11-000-262-490 Other Purchased Property Svc.	\$65,000.00	\$27,663.99	\$7,136.01	\$30,200.00
11-000-262-520 Insurance	\$97,898.00	\$97,668.50	.00	\$229.50
11-000-262-621 Energy (Natural Gas)	\$90,000.00	\$80,288.04	\$9,711.96	.00
11-000-262-622 Energy (Electricity)	\$270,000.00	\$106,955.57	\$54,704.72	\$108,339.71
TOTAL	\$1,003,546.53	\$633,546.45	\$231,230.87	\$138,769.21
--- Care and Upkeep of Grounds ---				
11-000-263-420 Cleaning, Repair, & Maintenance Serv.	\$20,000.00	\$1,399.15	.00	\$18,600.85
11-000-263-610 General Supplies	\$4,000.00	.00	.00	\$4,000.00
TOTAL	\$24,000.00	\$1,399.15	\$0.00	\$22,600.85
--- Security ---				
11-000-266-100 Salaries	\$109,510.00	\$72,364.89	\$29,674.79	\$7,470.32
11-000-266-300 Purchased Prof. & Tech. Svc.	\$5,375.60	\$375.60	.00	\$5,000.00
TOTAL	\$114,885.60	\$72,740.49	\$29,674.79	\$12,470.32
TOTAL Oper & Maint of Plant Services	\$2,260,934.02	\$1,268,150.06	\$466,897.22	\$525,886.74
--- Student transportation services ---				
11-000-270-162 Sal Pupil Trans.Other than Bet Home & Sch	\$52,734.00	\$29,945.40	\$15,655.05	\$7,133.55
11-000-270-420 Cleaning, Repair & Maint. Svc.	\$2,500.00	.00	.00	\$2,500.00
11-000-270-512 Contract Svc (other btw home & sch)-vndrs	\$9,000.00	.00	.00	\$9,000.00
11-000-270-517 Contract Svc (reg std) - ESCs	\$95,667.96	\$2,142.25	\$12,153.25	\$81,372.46
11-000-270-593 Misc. Purchased Svc.- Transp.	\$4,641.00	.00	.00	\$4,641.00
11-000-270-610 General Supplies	\$8,149.00	\$6,149.00	.00	\$2,000.00
11-000-270-800 Misc. Expenditures	\$1,000.00	.00	.00	\$1,000.00
TOTAL	\$173,691.96	\$38,236.65	\$27,808.30	\$107,647.01
--- Personal Services-Employee Benefits---				
11-XXX-XXX-210 Group Insurance	\$13,820.00	\$8,088.12	\$4,723.71	\$1,008.17
11-XXX-XXX-220 Social Security Contributions	\$282,200.00	\$159,577.11	\$106,281.19	\$16,341.70
11-XXX-XXX-241 Other Retirement Contrb. - PERS	\$332,110.00	\$1,886.36	\$2,531.39	\$327,692.25
11-XXX-XXX-250 Unemployment Compensation	\$40,175.00	\$14,159.53	\$20,340.47	\$5,675.00
11-XXX-XXX-260 Workman's Compensation	\$210,829.00	\$210,829.00	.00	.00
11-XXX-XXX-270 Health Benefits	\$1,739,400.00	\$948,104.74	\$786,496.18	\$4,799.08
11-XXX-XXX-280 Tuition Reimbursement	\$80,000.00	\$24,226.13	\$50,773.87	\$5,000.00

Somerset County Vocational Board of Ed.
 GENERAL FUND - FUND 10
 STATEMENT OF APPROPRIATIONS
 COMPARED WITH EXPENDITURES AND ENCUMBRANCES
 For 8 Month Period Ending 02/29/2020

	Appropriations	Expenditures	Encumbrances	Available Balance
11-XXX-XXX-290 Other Employee Benefits	\$67,200.00	\$31,750.07	\$15,662.43	\$19,787.50
11-XXX-XXX-299 Unused Sick Payment to Term/Ret Staff	\$61,824.23	\$60,150.93	\$1,373.30	\$300.00
TOTAL	\$2,827,558.23	\$1,458,771.99	\$988,182.54	\$380,603.70
Total Undistributed Expenditures	\$9,605,774.19	\$5,600,326.88	\$2,751,355.53	\$1,254,091.78
*** TOTAL CURRENT EXPENSE EXPENDITURES ***	\$15,443,845.99	\$8,705,722.21	\$4,352,884.09	\$2,385,239.69
*** TOTAL CURRENT EXPENSE EXPENDITURES & TRANSFERS ***	\$15,443,845.99	\$8,705,722.21	\$4,352,884.09	\$2,385,239.69

Somerset County Vocational Board of Ed.
GENERAL FUND - FUND 10
STATEMENT OF APPROPRIATIONS
COMPARED WITH EXPENDITURES AND ENCUMBRANCES
For 8 Month Period Ending 02/29/2020

	Appropriations	Expenditures	Encumbrances	Available Balance
*** C A P I T A L O U T L A Y ***				
--- E Q U I P M E N T ---				
Special education - instruction				
12-3XX-100-730 Voc.programs-local-instruction	\$5,813.92	\$5,813.92	.00	.00
12-4XX-100-730 School-spons. & oth instr prog	\$20,695.15	\$20,695.15	\$0.00	\$0.00
Undistributed expenses				
12-000-100-730 Instruction	\$30,000.00	.00	.00	\$30,000.00
12-000-252-730 Admin. Info. Tech.	\$40,000.00	\$2,029.00	.00	\$37,971.00
12-000-261-730 Undist. Exp.-Req. Maint. Schl Facilities	\$12,506.00	\$12,506.00	.00	.00
Undist. Exp. - Non-instructional Services				
TOTAL	\$109,015.07	\$41,044.07	\$0.00	\$67,971.00
--- Facilities acquisition and construction services ---				
12-000-400-800 Other objects	\$103,368.00	.00	.00	\$103,368.00
Sub Total	\$103,368.00	\$0.00	\$0.00	\$103,368.00
TOTAL	\$103,368.00	\$0.00	\$0.00	\$103,368.00
TOTAL CAPITAL OUTLAY EXPENDITURES	\$212,383.07	\$41,044.07	\$0.00	\$171,339.00

Somerset County Vocational Board of Ed.
GENERAL FUND - FUND 10
STATEMENT OF APPROPRIATIONS
COMPARED WITH EXPENDITURES AND ENCUMBRANCES
For 8 Month Period Ending 02/29/2020

	Appropriations	Expenditures	Encumbrances	Available Balance
	_____	_____	_____	_____
*** EDUCATION JOBS FUND **				
*** FEMA COMMUNITY DEVELOPMENT BLOCK GRANT ***				
TOTAL GENERAL FUND EXPENDITURES	\$15,656,229.06	\$8,746,766.28	\$4,352,884.09	\$2,556,578.69

REPORT OF THE SECRETARY CERTIFICATION PAGE
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.
General Fund - Fund 10

For 8 Month Period Ending 02/29/2020

I, Raelene Sipple, Board Secretary/Business Administrator

certify that no line item account has encumbrances and expenditures,

which in total exceed the line item appropriation in violation of N.J.A.C. 6A:23A-16.10(c)3.

2/29/2020

Board Secretary/Business Administrator

Date

Accounts that are not included in Details of the REPORT OF THE SECRETARY

ACCOUNT NUMBER	DESCRIPTION	APPROPRIATION	EXPENDITURE	ENCUMBERANCES	AVAILABLE BALANCE
11-140-100-320-03-0000-	PURCHASED PROF ED SE	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
11-140-100-320-16-0000-	PURCHASED SERVICES	\$ 13,500.00	\$ 7,150.00	\$ 0.00	\$ 6,350.00
11-140-100-610-03-0000-	SUPPLIES - HS	\$ 5,000.00	\$ 0.00	\$ 0.00	\$ 5,000.00
11-140-100-610-03-0001-	SUPPLIES - PHYSICAL	\$ 5,450.00	\$ 4,570.57	\$ 0.00	\$ 879.43
11-140-100-610-03-0002-	SUPPLIES - SOC. STUD	\$ 5,000.00	\$ 541.81	\$ 0.00	\$ 4,458.19
11-140-100-610-03-0003-	SUPPLIES - SCIENCE	\$ 11,660.00	\$ 11,493.82	\$ 292.01	\$ -125.83
11-140-100-610-03-0004-	SUPPLIES - MATH	\$ 1,000.00	\$ 418.13	\$ 0.00	\$ 581.87
11-140-100-610-03-0005-	SUPPLIES - WORLD LAN	\$ 750.00	\$ 200.63	\$ 0.00	\$ 549.37
11-140-100-610-03-0006-	SUPPLIES - ENGLISH	\$ 938.50	\$ 812.94	\$ 0.00	\$ 125.56
11-140-100-610-03-0007-	SUPPLIES - HEALTH /	\$ 525.00	\$ 0.00	\$ 0.00	\$ 525.00
11-140-100-610-03-0008-	SUPPLIES - PHOTOGRAP	\$ 5,000.00	\$ 3,855.76	\$ 0.00	\$ 1,144.24
11-140-100-610-03-0009-	SUPPLIES - ART	\$ 3,000.00	\$ 2,605.37	\$ 0.00	\$ 394.63
11-140-100-610-07-0000-	SUPPLIES - ALT. SCHO	\$ 2,000.00	\$ 1,342.48	\$ 0.00	\$ 657.52
11-140-100-610-16-0000-	HIGH SCH TECH SUPPLI	\$ 54,500.00	\$ 39,591.22	\$ 301.29	\$ 14,607.49
11-140-100-640-03-0000-	TEXTBOOKS - REG INST	\$ 7,500.00	\$ 3,374.37	\$ 0.00	\$ 4,125.63
11-140-100-640-07-0000-	TEXTBOOKS - ALT. SCH	\$ 500.00	\$ 447.20	\$ 0.00	\$ 52.80
11-140-100-800-03-0000-	OTHER OBJECTS	\$ 3,544.00	\$ 1,442.00	\$ 0.00	\$ 2,102.00
11-140-100-800-07-0000-	OTHER OBJECTS	\$ 7,600.00	\$ 2,448.57	\$ 571.20	\$ 4,580.23
11-999-999-999- - -	PAYROLL NET PAY ADJ	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

3/2 11:47am

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.
Special Revenue Fund - Fund 20
Interim Balance Sheet
For 8 Month Period Ending 02/29/20

=====

ASSETS AND RESOURCES

=====

--- A S S E T S ---

101	Cash in bank		\$47,897.78
	Accounts receivable:		
141	Intergovernmental - State	(\$0.38)	
		(\$0.38)	

--- R E S O U R C E S ---

301	Estimated Revenues		\$1,200,642.09
302	Less Revenues	(\$862,934.20)	
		\$337,707.89	

			\$385,605.29
Total assets and resources			=====

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.
Special Revenue Fund - Fund 20
Interim Balance Sheet
For 8 Month Period Ending 02/29/20

=====

LIABILITIES AND FUND EQUITY

=====

--- L I A B I L I T I E S ---

411	Intergovernmental accounts payable - State	\$6,444.53
481	Deferred revenues	\$808.22
	Other current liabilities	\$127.15
		\$7,379.90
	TOTAL LIABILITIES	\$7,379.90

F U N D B A L A N C E

--- A p p r o p r i a t e d ---

753	Reserve for encumbrances - Current Year	\$284,730.55
601	Appropriations	\$1,200,642.09
602	Less: Expenditures	\$822,416.70
603	Encumbrances	\$284,730.55 (\$1,107,147.25)
		\$93,494.84
	TOTAL FUND BALANCE	\$378,225.39
	TOTAL LIABILITIES AND FUND EQUITY	\$385,605.29

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.
Special Revenue Fund - Fund 20
INTERIM STATEMENTS COMPARING
BUDGET REVENUE WITH ACTUAL TO DATE AND
APPROPRIATIONS WITH EXPENDITURES AND ENCUMBRANCES TO DATE
For 8 Month Period Ending 02/29/20

		BUDGETED ESTIMATED	ACTUAL TO DATE	NOTE: OVER OR (UNDER)	UNREALIZED BALANCE
		-----	-----	-----	-----
*** REVENUES/SOURCES OF FUNDS ***					
1XXX	From Local Sources	\$106,723.00	\$106,723.00		.00
3XXX	From State Sources	\$648,018.09	\$448,703.20		\$199,314.89
4XXX	From Federal Sources	\$445,901.00	\$307,508.00		\$138,393.00
		-----	-----	-----	-----
TOTAL REVENUE/SOURCES OF FUNDS		\$1,200,642.09	\$862,934.20		\$337,707.89
		=====	=====	=====	=====
*** EXPENDITURES ***					
		-----	-----	-----	-----
		APPROPRIATIONS	EXPENDITURES	ENCUMBRANCES	AVAILABLE BALANCE
		-----	-----	-----	-----
LOCAL PROJECTS:		\$106,723.00	\$92,066.61	\$0.00	\$14,656.39
STATE PROJECTS:					
	Vocational education	\$301,541.09	\$208,405.05	\$88,316.18	\$4,819.86
	Other State Projects	\$346,477.00	\$210,793.15	\$126,676.12	\$9,007.73
		-----	-----	-----	-----
TOTAL STATE PROJECTS		\$648,018.09	\$419,198.20	\$214,992.30	\$13,827.59
FEDERAL PROJECTS:					
	NCLB Title I - Part A/D	\$56,796.00	\$33,057.20	\$7,983.70	\$15,755.10
	I.D.E.A. Part B (Handicapped)	\$82,638.00	\$64,990.00	\$17,648.00	.00
	NCLB Title II - Part A/D	\$9,265.00	\$3,011.93	\$2,979.98	\$3,273.09
	NCLB Title IV	\$10,000.00	\$2,148.00	.00	\$7,852.00
	Vocational Education	\$287,202.00	\$207,944.76	\$41,126.57	\$38,130.67
		-----	-----	-----	-----
TOTAL FEDERAL PROJECTS		\$445,901.00	\$311,151.89	\$69,738.25	\$65,010.86
		=====	=====	=====	=====
*** TOTAL EXPENDITURES ***		\$1,200,642.09	\$822,416.70	\$284,730.55	\$93,494.84
		=====	=====	=====	=====

REPORT OF THE SECRETARY
 TO THE BOARD OF EDUCATION
 Somerset County Vocational Board of Ed.
 SPECIAL REVENUE - FUND 20
 SCHEDULE OF REVENUES
 ACTUAL COMPARED WITH ESTIMATED
 For 8 Month Period Ending 02/29/20

	ESTIMATED	ACTUAL	UNREALIZED
--- LOCAL SOURCES ---			
1XXX Other Revenue from Local Sources	\$106,723.00	\$106,723.00	\$0.00
Total Revenues from Local Sources	\$106,723.00	\$106,723.00	\$0.00
	=====	=====	=====
--- STATE SOURCES ---			
3290 Recovery High School Access Grant	\$346,477.00	\$259,857.00	\$86,620.00
32XX Other Restricted Entitlements	\$301,541.09	\$188,846.20	\$112,694.89
Total Revenue from State Sources	\$648,018.09	\$448,703.20	\$199,314.89
	=====	=====	=====
--- FEDERAL SOURCES ---			
4411-16 Title I	\$56,796.00	\$32,548.00	\$24,248.00
4451-55 Title II	\$9,265.00	\$3,450.00	\$5,815.00
4471-74 Title IV	\$10,000.00	\$2,148.00	\$7,852.00
4420-29 I.D.E.A. Part B (Handicapped)	\$82,638.00	\$61,216.00	\$21,422.00
4430-39 Vocational Education	\$287,202.00	\$208,146.00	\$79,056.00
Total Revenues from Federal Sources	\$445,901.00	\$307,508.00	\$138,393.00
	=====	=====	=====
TOTAL REVENUES/SOURCES OF FUNDS	\$1,200,642.09	\$862,934.20	\$337,707.89
	=====	=====	=====

REPORT OF THE SECRETARY
 TO THE BOARD OF EDUCATION
 Somerset County Vocational Board of Ed.
 Special Revenue Fund - Fund 20
 STATEMENT OF APPROPRIATIONS - RESTRICTED STATE ENTITLEMENTS
 COMPARED WITH EXPENDITURES AND ENCUMBRANCES
 For 8 Month Period Ending 02/29/20

	Appropriations	Expenditures	Encumbrances	Available Balance
State Projects:				
PRESCHOOL EDUCATION AID				
Other State Projects:				
PRESCHOOL EXPANSION GRANT				
20-XXX-XXX-XXX All Other State/Fed/Loc Projects	\$1,200,642.09	\$822,416.70	\$284,730.55	\$93,494.84
T O T A L E X P E N D I T U R E	\$1,200,642.09	\$822,416.70	\$284,730.55	\$93,494.84

REPORT OF THE SECRETARY CERTIFICATION PAGE
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.

Special Revenue Fund - Fund 20
For 8 Month Period Ending 02/29/20

I, Raelene Sipple, Board Secretary/Business Administrator
certify that no line item account has encumbrances and expenditures,
which in total exceed the line item appropriation in violation of N.J.A.C. 6A:23A-16.10(c)3.

Board Secretary/Business Administrator

2/29/20

Date

All Accounts in the Expense Account File appear to be included in the details of THE REPORT OF THE SECRETARY

3/2 11:47am

REPORT OF THE SECRETARY
 TO THE BOARD OF EDUCATION
 Somerset County Vocational Board of Ed.
 Capital Projects Fund - Fund 30
 Interim Balance Sheet
 For 8 Month Period Ending 02/29/20

=====

ASSETS AND RESOURCES

=====

--- A S S E T S ---

101	Cash in bank		\$120,618.11
	Accounts receivable:		
140	Intergovernmental - Accts. Recvble.	\$3,444,435.85	
			\$3,444,435.85

--- R E S O U R C E S ---

301	Estimated Revenues	\$5,719,435.85	
302	Less Revenues	(\$1,091,984.81)	
			\$4,627,451.04

		\$8,192,505.00	
Total assets and resources		\$8,192,505.00	
		=====	

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.

Capital Projects Fund - Fund 30
Interim Balance Sheet
For 8 Month Period Ending 02/29/20

=====

LIABILITIES AND FUND EQUITY

=====

--- L I A B I L I T I E S ---

402	Interfund accounts payable	\$133,578.20
		\$133,578.20
	TOTAL LIABILITIES	\$133,578.20

F U N D B A L A N C E

--- A p p r o p r i a t e d ---

753	Reserve for encumbrances - Current Year	\$251,420.70
754	Reserve for encumbrances - Prior Year	\$118,874.98
601	Appropriations	\$5,725,944.05
602	Less : Expenditures	\$978,054.45
603	Encumbrances	\$370,295.68 (\$1,348,350.13)
		\$4,377,593.92
	Total Appropriated	\$4,747,889.60

--- U n a p p r o p r i a t e d ---

770	Fund balance	\$2,603,348.61
303	Budgeted Fund Balance	\$707,688.59
		\$8,058,926.80

TOTAL FUND BALANCE \$8,058,926.80

TOTAL LIABILITIES AND FUND EQUITY \$8,192,505.00

=====

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.

Capital Projects Fund - Fund 30
INTERIM STATEMENTS COMPARING
BUDGET REVENUE WITH ACTUAL TO DATE AND
APPROPRIATIONS WITH EXPENDITURES AND ENCUMBRANCES TO DATE
For 8 Month Period Ending 02/29/20

	BUDGETED ESTIMATED	ACTUAL TO DATE	NOTE: OVER OR (UNDER)	UNREALIZED BALANCE
	_____	_____	_____	_____
*** REVENUES/SOURCES OF FUNDS ***				
Other Revenue/Source of Funds	\$5,719,435.85	\$1,091,984.81		\$4,627,451.04
	_____	_____	_____	_____
TOTAL REVENUE/SOURCES OF FUNDS	\$5,719,435.85	\$1,091,984.81		\$4,627,451.04
	=====	=====	=====	=====
	_____	_____	_____	_____
*** EXPENDITURES ***				
	_____	_____	_____	_____
--- Facilities acquisition and constr. serv. ---				
30-000-4XX-390 Other purchased prof. & tech. serv.	\$458,328.00	\$148,308.00	\$187,244.80	\$122,775.20
30-000-4XX-450 Construction services	\$5,267,616.05	\$829,746.45	\$183,050.88	\$4,254,818.72
	_____	_____	_____	_____
Total fac.acq.and constr. serv.	\$5,725,944.05	\$978,054.45	\$370,295.68	\$4,377,593.92
	=====	=====	=====	=====
TOTAL EXPENDITURES	\$5,725,944.05	\$978,054.45	\$370,295.68	\$4,377,593.92
*** TOTAL EXPENDITURES AND TRANSFERS	\$5,725,944.05	\$978,054.45	\$370,295.68	\$4,377,593.92
	=====	=====	=====	=====

REPORT OF THE SECRETARY CERTIFICATION PAGE
TO THE BOARD OF EDUCATION
Somerset County Vocational Board of Ed.

Capital Projects Fund - Fund 30
For 8 Month Period Ending 02/29/20

I, Raelene Sipple, Board Secretary/Business Administrator
certify that no line item account has encumbrances and expenditures,
which in total exceed the line item appropriation in violation of N.J.A.C. 6A:23A-16.10(c)3.

Board Secretary/Business Administrator

2/29/20

Date

All Accounts in the Expense Account File appear to be included in the details of THE REPORT OF THE SECRETARY

**Report of the Treasurer
to the Board of Education**

**Somerset County Vocational
All Funds
For Month Ended: February 29, 2020**

CASH REPORT

Governmental Funds	Beginning Balance	Deposits	Disbursements	Ending Balance
General Fund (10)	\$4,260,341.18	\$1,436,660.79	-\$1,360,298.49	\$4,336,703.48
Special Revenue Fund (20)	-\$47,730.13	\$179,725.00	-\$84,097.09	\$47,897.78
Capital Project Fund (30)	\$87,454.12	\$0.00	\$33,163.99	\$120,618.11
Total Governmental Funds	<u>\$4,300,065.17</u>	<u>\$1,616,385.79</u>	<u>-\$1,411,231.59</u>	<u>\$4,505,219.37</u>
Summer Savings	\$88,864.71	\$17,728.43	\$0.00	\$106,593.14
Enterprise Fund (60) Cafeteria	\$29,999.09	\$14,020.59	-\$17,582.79	\$26,436.89
Payroll Fund (70)	\$0.00	\$558,461.24	-\$558,461.24	\$0.00
Agency Fund (90)	\$0.00	\$438,592.86	-\$438,592.86	\$0.00
Total Trust & Agency	<u>\$118,863.80</u>	<u>\$1,028,803.12</u>	<u>-\$1,014,636.89</u>	<u>\$133,030.03</u>
Grand Total for all Funds	<u>\$4,418,928.97</u>	<u>\$2,645,188.91</u>	<u>-\$2,425,868.48</u>	<u>\$4,638,249.40</u>
				\$4,638,249.40

Prepared and submitted by:

Michelle Fresco, Treasurer of School Monies

3/9/2020

Date

[Back to Top](#)

Somerset County Vocational Board of Ed.
Expense Account Adjustment Analysis By Account#

ADDENDUM #7

va_exaa1.082406

02/29/2020

Current Cycle : February

Account #	Account Description	Description	Adj #	Date	User	Old Amount	Adjustment	New Balance
Current Appropriation Adjustments								
11-000-223-390-03-0000-	TEACH IN-DISTRICT TRAIING	February Transfers	0032	02/29/2020	RSIPPLE	\$1,000.00	(\$750.00)	\$250.00
11-000-223-580-03-0000-	TEACH OOD TRAIING HS	February Transfers	0032	02/29/2020	RSIPPLE	\$5,500.00	\$750.00	\$6,250.00
11-000-230-590-08-0000-	OTHER PURCH SERV (400-50	February Transfers	0031	02/29/2020	RSIPPLE	\$154,090.00	\$600.00	\$154,690.00
11-000-240-105-03-0001-	SUBSTITUTES/O.T.	February Transfers	0031	02/29/2020	RSIPPLE	\$1,200.00	\$100.00	\$1,300.00
11-000-251-340-08-0000-	PURCHASED TECHNICAL SERV	February Transfers	0031	02/29/2020	RSIPPLE	\$6,000.00	\$1,000.00	\$7,000.00
11-140-100-500-16-0000-	SITE LICENSING	February Transfers	0031	02/29/2020	RSIPPLE	\$45,500.00	(\$9,400.00)	\$36,100.00
11-140-100-610-03-0003-	SUPPLIES - SCIENCE	February Transfers	0031	02/29/2020	RSIPPLE	\$11,660.00	\$150.00	\$11,810.00
11-310-100-500-11-0000-	OTHER PURCHD SERVS	February Transfers	0031	02/29/2020	RSIPPLE	\$28,511.40	\$350.00	\$28,861.40
11-310-100-610-11-0000-	CAREER TECHNICAL ED	February Transfers	0031	02/29/2020	RSIPPLE	\$8,944.00	(\$2,000.00)	\$6,944.00
11-310-100-610-11-0010-	SUPPLIES - SMALL ENGINES	February Transfers	0031	02/29/2020	RSIPPLE	\$939.69	\$4,600.00	\$5,539.69
11-401-100-800-03-0000-	OTHER OBJECTS	February Transfers	0031	02/29/2020	RSIPPLE	\$8,500.00	\$500.00	\$9,000.00
11-402-100-610-03-0000-	SUPPLIES-ATHLETICS	February Transfers	0031	02/29/2020	RSIPPLE	\$15,551.49	\$4,100.00	\$19,651.49
Total Current Appr.								\$0.00

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SUPERINTENDENT EMPLOYMENT AGREEMENT

WHEREAS, The Board of Education and the Superintendent want to enter into a new contract with the Superintendent to replace the October 2016 Contract; and,

WHEREAS, the Board of Education desires to rescind the October 2016 Contract; and,

WHEREAS, the parties have agreed to enter into a three year contract with the Superintendent.

IT IS on this _____ day of ^{March}~~February~~ 2020, hereby agreed by and between the BOARD OF EDUCATION OF THE SOMERSET COUNTY VOCATIONAL & TECHNICAL SCHOOLS, located at 14 Vogt Drive, in the Township of Bridgewater, in Somerset County, in the State of New Jersey (hereinafter the Board), and Chrys Harttraft, Ed. D., residing at 322 Worthington Mill Road, Richboro, Pennsylvania (hereinafter the Superintendent) that the said Board has and does hereby employ Chrys Harttraft, Ed. D., as Superintendent of the Somerset County Vocational & Technical Schools for the period commencing July 1, 2019 and ending June 30, 2023. Both parties agree that the said employee shall perform the duties of the Superintendent in and for the schools in said District as prescribed by the laws, codes, rules and regulations of the State of New Jersey and by the rules, regulations and procedures established by the Board and through the direction of the Board.

1. The parties agree that in consideration for performing the duties described herein the Superintendent shall be paid One Hundred Eighty Five Thousand Dollars (\$185,000) to be paid for the period of July 1, 2019 through June 30, 2020. The Superintendent will receive a 2.9% increase on July 1, 2020 to One Hundred Ninety

Thousand Three Hundred Sixty-Five Dollars (\$190,365) and 3.0% on July 1, 2021 to One Hundred Ninety-Six Thousand Seventy-Six Dollars (\$196,076), and a 3.0% increase on July 1, 2022 to Two Hundred One Thousand Nine Hundred Fifty-Eight Dollars (\$201,958). The Superintendent agrees to perform faithfully the duties of Superintendent of Schools for the District as prescribed by the laws of the State of New Jersey, and by rules and regulations of said Board and the directions of the said Board as aforesaid, and in accordance with any amendments to said statutes, or said rules and regulations that may become effective during the period of this Employment Agreement. The annual salary shall be paid in equal installments in accordance with the policy of the Board presently prevailing, or prevailing in the future, governing the payment of professional staff members in the District. Any adjustment in salary made during the life of this employment contract shall be in the form of an amendment and shall become part of this employment contract, and it shall not be deemed that the Board and Superintendent have entered into a new employment contract. The parties agree and acknowledge that any amendment must be reviewed and approved by the Executive County Superintendent.

2. The Superintendent shall furnish effective throughout the life of this Employment Agreement, a valid and appropriate professional certificate as defined in the New Jersey Statutes and/or the New Jersey State Administrative Code, to act as a School Superintendent in the State of New Jersey. In the event the Superintendent's Certificate is revoked, this contract shall be null and void effective as of the date of revocation of the Certificate. The Superintendent hereby agrees to devote her full time, skill, labor and attention to said employment during the term of this Employment Agreement, provided,



however, that the Superintendent, by specific agreement with the Board, may undertake paid consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations so long as such activities do not interfere with her ability to manage the District.

3. The Board shall evaluate the performance of the Superintendent at least once each year of this Employment Agreement in accordance with the requirements of N.J.S.A. 18A:17-20.3. The evaluations shall be in writing, a copy shall be provided to the Superintendent and the Board shall meet to discuss the findings. However, if the Board deems necessary, other evaluations of the performance of the Superintendent may occur. The subsequent evaluations may be in writing or not, at the Board's option. The evaluations shall be based upon the goals and objectives of the District, the responsibilities of the Superintendent and such other criteria as the State Board of Education shall, by regulation, prescribe and any other criteria which the Board may develop.

On or before June 30th of each year of this Employment Agreement, the Board and Superintendent shall meet for the purpose of evaluation of the performance of the Superintendent. The Board shall supply the Superintendent with a copy of its written evaluation of her.

4. The Superintendent shall organize, reorganize and arrange her supervisory staff in such a manner to best serve the highest interests of the schools in the District (subject to any agreements entered into by the Board and the Teachers Association and/or the Principal and Supervisors Association and further subject to the Board's approval). The administration of instruction and business affairs, subject to law, shall be lodged with the Superintendent and administered by her with the assistance of her staff and the approval of



the Board. The responsibility for the placement and transfer of personnel shall be vested in the Superintendent, subject to the Board's approval. The Board, individually and collectively, will promptly refer all criticisms, complaints and suggestions called to its attention to the Superintendent for study and recommendation.

5. The Superintendent shall be entitled to receive all benefits and participate in any benefit program of whatever nature presently exists for the benefit of the school's other employees and whatever benefits or benefit programs the Board may adopt during the term of this Employment Agreement.

6. The Board will reimburse the Superintendent for work related use of her personal cell phone.

7. The Board will provide, at its cost, a laptop computer and internet service for the Superintendent's use at home for school business.

8. The Board will provide, at its cost, membership in up to three (3) professional educational associations to the Superintendent (*i.e.* SCASA, NJASA, NJPSA). The memberships will be approved by the Board.

9. The Board shall reimburse the superintendent for expenses in accordance with the State rate established by the State Office of Management and Budget. The superintendent shall be paid a reasonable allowance of \$300 per month as reimbursement of use of her personal vehicle in performance of her duties.

10. The Superintendent shall be entitled to all holidays granted to other administrators in the district.

11. The Superintendent will receive twenty-two (22) vacation days, fifteen (15) sick days, and three (3) personal days each year. The superintendent will be permitted to carry over no more than 22 vacation days from year to year.

12. The Superintendent shall be entitled to five (5) days of leave, without loss of pay due to the death of her father, mother, husband, partners in a civil union, brother, sister, father-in-law, mother-in-law, son, daughter, grandchild, or any personal permanently living with the Superintendent. The Superintendent shall be entitled to two (2) days of leave, per incident, without loss of pay due to the death of a sister-in-law, brother-in-law, aunt, uncle or other near relative.

13. Upon the retirement from TPAF the Superintendent shall receive payment for accumulated unused sick time on the basis of one per diem day for every two sick days accumulated up to a maximum of ninety (90) days of compensation. Payment for accumulated sick days will be at the calculated per diem rate (salary X 1/260th). This payment shall not exceed \$15,000.

14. The Superintendent shall be paid for any unused vacation time accumulated and not used upon separation or retirement from this Employment Agreement up to a maximum of twenty-two (44) days at per diem rate.

15. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual capacity or in her official capacity as agent and/or employee of the Board, provided the incident, which is the subject of any such demand, claim, suit, action or legal proceeding, arose while the Superintendent was acting

within the scope of her employment. If in good faith opinion of the Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against her and the position of the Board relation thereto, the Superintendent may engage her own legal counsel, in which the board shall indemnify the Superintendent for the costs of her legal defense. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage, in the minimum of \$1 million.

16. The Board shall reimburse the Superintendent for expenses incurred to attend up to two (2) education related conventions per year. The locations of the same being subject to the Board's approval.

17. This Employment Agreement may be terminated by:

- a. Mutual agreement of the parties.
- b. Disability of the Superintendent:

In the event of disability by illness or incapacity after the Superintendent's sick leave has been exhausted, compensation from the Board shall cease. Compensation shall be reinstated after the Superintendent has returned to employment and undertaken the full discharge of her duties. If a question exists concerning the capacity of the Superintendent to return to her duties, the Board may require the Superintendent to submit to a medical examination, to be performed by a physician licensed to practice medicine. The said physician shall be selected by the Board. The examination shall be done at the expense of the Board. The physician shall limit his or her report as to those factors that prohibit the Superintendent from performing her duties. Once it has been determined that



the Superintendent is disabled to a point where she can no longer perform her job, all of the District's obligations hereunder will cease.

c. Unilateral Termination by the Superintendent:

The Superintendent may terminate this Employment Agreement upon one hundred twenty (120) days written notice to the Board.

d. Superintendent's Actions:

This Agreement may be terminated prior to the end of the term of this contract by the Board for inefficiency, incapacity or conduct unbecoming a superintendent or other just cause pursuant to N.J.S.A. 18A:17-20.2 or where the Board documents that separation is in the best interest of the students of the Districts upon one hundred twenty (120) day notice and in accordance with the provisions of N.J.A.C. 6A:23A-3.2.

18. This Employment Agreement embodies the entire agreement between the parties hereto and with prior approval of the Executive County Superintendent and cannot be varied except by written agreement of the parties.

19. In the event of any conflict between the terms, conditions and provisions of this Employment Agreement and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Employment Agreement shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Employment Agreement.

20. If, during the term of this Employment Agreement, it is found that a specific clause of the Employment Agreement is illegal in federal or state law, the remainder of the Employment Agreement will not be affected by such a ruling and shall remain in force.

21. The Superintendent shall fulfill all aspects of this Employment Agreement, any exception thereto to be by mutual written consent of the Board and the Superintendent.

22. The Board has approved the terms and conditions of this Employment Agreement and has been advised that Superintendent has the right to have the same reviewed by an attorney of her choice before she executes the same.

23. The Superintendent has approved the terms and conditions of this Employment Agreement and has been advised that the Board has the right to have the same reviewed by an attorney of its choice before it executes the same.

IN WITNESS WHEREOF, they set their hands and seals to this Employment Agreement effective on the _____ day and year first above written.

ATTEST:

BOARD OF EDUCATION OF THE SOMERSET
COUNTY VOCATIONAL & TECHNICAL SCHOOLS

Raelene Sipple, Board Secretary

William G. Hyncik, Jr., Board President

WITNESS:

Dr. Chrys Harttraft

APPROVED:

Executive County Superintendent