R 1240 EVALUATION OF SUPERINTENDENT

A. Roles and Responsibilities for the Implementation of the Annual Evaluation Policy and Procedures

1. The Board of Education and the Superintendent will develop and the Board will adopt a job description and evaluation criteria for the Superintendent's position based upon the Board's local goals, program objectives, policies, instructional priorities, State goals, statutory requirements and the functions, duties and responsibilities of the Superintendent.

2. The Superintendent shall have primary responsibility for data collection and reporting methods appropriate to the job description.

3. The Board President, or the Board President's designee, shall oversee the annual evaluation of the Superintendent.

B. Annual Summary Conference

1. The Board of Education shall conduct an annual summary conference with the Superintendent to develop and prepare an annual performance report.

2. The annual summary conference between the Board of Education, with a majority of its total membership present, and the Superintendent shall be held before the annual performance report is prepared and filed.

3. The Superintendent shall submit to all Board members any information, documents, statistics, or any other data or information he/she would like for the Board members to consider at the annual summary conference.

4. The Board President, or the Board President's designee, shall preside over the Board's annual summary conference meeting.

5. The conference shall be held in executive session, unless the Superintendent requests it be held in public. The conference shall include, but not be limited to, review of the following:

    a. Performance of the Superintendent based upon the Board approval job description;

b. Progress of the Superintendent in achieving and/or implementing the school district's goals, program objectives, policies, instructional priorities, State goals, and statutory requirements; and

c. Indicators of student progress and growth toward program objectives.

C. Annual Performance Report

1. The annual performance report shall be prepared and approved by a majority of the Board of Education's total membership by July 1 and shall include, but not be limited to:

   a. Performance area(s) of strength;

   b. Performance area(s) needing improvement based upon the job description and evaluation criteria set forth in N.J.A.C. 6A:10-8.1(c)2;

   c. Recommendations for professional growth and development;

   d. Summary of indicators of student progress and growth, and a statement of how the indicators relate to the effectiveness of the overall program and the Superintendent's performance; and

   e. Provision for performance data not included in the report to be entered into the record by the Superintendent within ten (10) teaching staff member working days after the report's completion.

2. The Board President, or the Board President's designee, shall prepare a draft of the annual performance report after the annual summary conference.

3. The draft of the annual performance report shall be disseminated to all Board members for review and comment before presenting the draft report to the Superintendent.

   a. In the event a Board member believes a provision(s) of the draft of the annual performance report is not in accord with the provisions agreed to by a majority of the Board during the annual summary conference, the Board member shall submit in writing their proposed revision(s) to the drafter of the annual performance report may be revised by the drafter of the report if the drafter agrees with the Board member's proposed revision. In the event the drafter does not agree with the proposed revision(s), the issue shall be

presented to the full membership of the Board of Education in executive session to make a final determination.

4. The draft of the annual performance report shall be presented to the full membership of the Board of Education in executive session for discussion and approval after the draft report has been disseminated to all Board members for review. The Superintendent shall receive a copy of the draft of the annual performance report from the Board President, or Board President's designee, prior to the executive session where the Board is scheduled to discuss and approve.

5. In the event the Superintendent does not agree with a provision(s) in the draft of the annual performance report, the Superintendent shall be provided an opportunity to discuss with the full membership of the Board reconsideration of the disputed provision(s).

6. A majority of the Board's full membership shall approve the draft of the annual performance report before presenting the final annual performance report to the Superintendent.

7. The Superintendent may submit a written response to the final annual performance report which shall be attached to the report.

D. Nontenured Superintendent of Schools

1. The evaluation procedure for a nontenured Superintendent shall also be completed by July 1 each year.

Adopted: 3 November 2009
Revised: 29 April 2014
Revised: 15 March 2016
Revised: 2 January 2018

R 1330 EVALUATION OF SCHOOL BUSINESS ADMINISTRATOR

A. Roles and Responsibilities for the Implementation of the Annual Evaluation Policy and Procedures

1. The Board of Education and the Superintendent will develop and the Board will adopt a job description and evaluation criteria for the Superintendent's position based upon the Board's local goals, program objectives, policies, instructional priorities, State goals, statutory requirements, and the functions, duties and responsibilities of the Superintendent.

2. The Superintendent shall have primary responsibility for data collection and reporting methods appropriate to the job description.

3. The Board President, or the Board President's designee, shall oversee the annual evaluation of the Superintendent.

4. The Board President shall establish timelines for completion of the annual evaluation of the Superintendent.

B. Annual Summary Conference

1. The Board of Education shall conduct an annual summary conference with the Superintendent to develop and prepare an Annual Written performance Report.

2. The annual summary conference between the Board of Education, with a majority of its total membership present, and the Superintendent shall be held before the Annual Written Performance Report is prepared and filed.

3. The Superintendent shall submit to all Board members any information, documents, statistics, or any other data or information he/she would like for the Board members to consider at the annual summary conference.

4. The Board President, or the Board President's designee, shall preside over the Board's annual summary conference meeting.

5. The conference shall be held in executive session, unless the Superintendent requests it be held in public. The conference shall include, but not be limited to, review of the following:

a. Performance of the Superintendent based upon the Board approved job description;

b. Progress of the Superintendent in achieving and/or implementing the school district's goals, program objectives, policies, instructional priorities, State goals, and statutory requirements; and

c. Indicators of student progress and growth toward program objectives.

C. Annual Written Performance Report

1. The Annual Written Performance Report shall be prepared and approved by a majority of the Board of Education's total membership by July 1 and shall include, but not be limited to:

    a. Performance area(s) of strength;

    b. Performance area(s) needing improvement based upon the job description and evaluation criteria set forth in N.J.A.C.6A:10-7.(c)2;

    c. Recommendations for professional growth and development;

    d. Summary of indicators of student progress and growth, and a statement of how the indicators relate to the effectiveness of the overall program and the Superintendent's performance; and

    e. Provision for performance data not included in the report to be entered into the record by the Superintendent within ten (10) teaching staff member working days after the report's completion.

2. The Board President, or the Board President's designee, shall prepare a draft of the Annual Written Performance Report after the annual summary conference.

3. The draft of the Annual Written Performance Report shall be disseminated to all Board members for review and comment before presenting the draft report to the Superintendent.

    a. In the event a Board member believes a provision(s) of the draft of the Annual Written Performance Report is not in accord with the provisions agreed to by a majority of the Board during the annual summary conference, the Board member shall submit in writing their proposed revision(s) to the drafter of the Annual

Written Performance Report. The draft of the Annual Written Performance Report may be revised by the drafter of the report if the drafter agrees with the Board member's proposed revision. In the event the drafter does not agree with the proposed revision(s), the issue shall be presented to the full membership of the Board of Education in executive session to make a final determination.

4. The draft of the Annual Written Performance Report shall be presented to the full membership of the Board of Education in executive session for discussion and approval after the draft report has been disseminated to all Board members for review. The Superintendent shall receive a copy of the draft of the Annual Written Performance Report from the Board President, or Board President's designee, prior to the executive session where the Board is scheduled to discuss and approve.

5. The Superintendent and School Business Administrator will meet for an Annual Summary Conference to discuss the evaluation, establish a plan for performance, improvement, and growth.

6. An opportunity will be provided for the School Business Administrator to enter performance data not included in the annual performance report and to respond to any commentary in the written evaluation.

D. Collection and Reporting of Evaluation Data

Data for the evaluation of the School Business Administrator will be gathered by any one or more of the following methods:

1. Direct observation;

2. Review of a document produced by the School Business Administrator in the performance of his/her assigned duties;

3. Interviews with the School Business Administrator by the Superintendent regarding his/her knowledge of assigned duties;

4. Paper and pencil instruments (such as competency tests, staff surveys, and the like);

5. A review of the School Business Administrator's performance by an outside observer (such as the district auditor);

6. Audio-visual monitoring of the School Business Administrator in the performance of assigned duties; and

7. Reference to previous performance reports.

E. Preparation of Written Evaluation Report
An annual written performance report shall be prepared, no later than June 30, by the Superintendent. The report will include, but need not be limited to:

1. Performance areas needing improvement;

2. A plan for professional growth and development; and

3. Provision for performance data not included in the report which may be entered into the report by the School Business Administrator within ten working days after the completion of the report.

F. Conduct of Annual Performance Conference

1. An annual summary conference with the School Business Administrator will be conducted by the Superintendent before the annual performance report is filed.

2. The conference shall include but need not be limited to:

   a. A performance review based upon achieving and implementing, as applicable, the district's goals, program objectives, policies, priorities, and statutory requirements;

   b. A review of the most recent audit report; and

   c. Growth toward the performance objectives established in the previous performance conference.

3. The purpose of the annual performance conference shall be to provide a total review of the year's work, to identify strategies for improvement where necessary, to recognize achievement and good practice, and to specify a plan for professional growth and development. Adequate time shall be allotted for the conference in order to cover the required topics of discussion and to permit a full exploration of the possible solutions to any problems identified.

4. The annual performance report will be signed by the Superintendent at the time of the annual performance conference and by the School Business Administrator within ten working days of that conference. It will be filed in the School Business Administrator's personnel file, and a copy will be provided to him/her.



5. It will be the duty of the School Business Administrator to implement the plan for professional growth as prepared; his/her failure to do so may result in disciplinary action up to and including certification of tenure charges.

Issued: 3 November 2009

R 1400 JOB DESCRIPTIONS

A. A job description shall be prepared for each job position in the district, including all administrative, educational specialist, instructional, and support staff positions.

B. Each job description must include:

1. The goals of the position as they relate to district goals;

2. The qualifications of the position holder including the certificate and endorsement required for the position and such other prerequisites for employment as the possession of a license to operate a vehicle or machine;

3. The functions, duties, and responsibilities of the position;

4. The extent and limits of the position holder's authority; and

5. The working relationships of the position within and outside the school district.

C. Each job description will:

1. Be written in clear language that briefly describes the major functions of the position;

2. Whenever possible, be generic in form, covering a number of specific positions;

3. Be written in the same format, using the active and present tense, operational verbs, common terminology, and a direct, simple style; and

4. Be gender neutral or employ both male and female pronouns.

D. Maintenance of district job descriptions shall be the responsibility of the Superintendent's office. Job descriptions shall be reviewed on the request of a single position holder.

E. Each employee shall be sent a copy of his/her current job description by the Superintendent. Any revision of a job description shall be provided to each holder of a position covered by the job description within thirty working days of its approval.

F. Suggested revisions to job descriptions by a job holder shall be referred initially to the job holder's immediate supervisor.

REGULATION

NORTH CALDWELL BOARD OF EDUCATION

Adopted: 3 November 2009

R 1510 AMERICANS WITH DISABILITIES ACT

The Board of Education will comply with the requirements of the Americans with Disabilities Act of 1990, including changes made by the ADA Amendments Act of 2008 (hereafter referred to as the "Act").

A. Definitions

1. "Act" means the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008.

2. "Auxiliary aids and services" are identified based on the context of the communication and the individual's disability. 28 CFR §35.104

   They include, but are not limited to:

   a. Effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing.

   b. Effective methods of making visually delivered materials available to individuals who are blind or have low vision;

   c. Acquisition or modification of equipment or devices or similar services and actions; and

   d. Other similar services and actions.

3. "Board" means the Board of Education of this school district.

4. "Companion" means a family member, friend, or associate of an individual seeking access to a service, program or activity of a school district, who, along with such individual, is an appropriate person with whom the district should communicate.

5. "Complete complaint" means a written statement, signed by the complainant or someone authorized to do so on his/her behalf, containing the complainant's name and address and describing the public entity's alleged discriminatory action in sufficient detail to inform the agency of the nature and date of the alleged violation. 28 CFR 35.104

6. "Current illegal use of drugs" means illegal use of drugs that occurred recently enough to justify a reasonable belief that a person's drug use is current or that continuing use is a real and ongoing problem.

7. "Direct threat" means a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices or procedures, or by the provision of auxiliary aids or services. 28 CFR §35.139

8. "Disability" means, with respect to an individual, that the individual meets one or more of the following three (3) prongs:

   a. A physical or mental impairment that substantially limits one or more of the major life activities of such individual;

   b. A record of such an impairment; or

   c. Being regarded as having such an impairment.

9. "District" means this school district.

10. "District Coordinator" means the district official responsible for the coordination of activities relating to compliance with the Act.

11. "Drug" means a controlled substance, as defined in schedules I through V of Section 202 of the Controlled Substances Act. 21 U.S. C. §812

12. "Employee" means an individual employed by the Board.

13. "Essential functions of the employment position" are based upon the employer's judgment and can include an employer's written description, prepared before advertising or interviewing applicants for the job.

14. "Existing facility" means a facility in existence on any given date, newly constructed or altered.

15. "Facility" means all or any portion of buildings, property, or structures, including the site where the building, property, structure or equipment is located.



16. "Illegal use of drugs" means the use of one or more drugs, the possession or distribution of which is unlawful under the Controlled Substances Act. 21 U.S.C. §812

17. "Individual with a disability" means a person who has a disability and does not include an individual currently engaging in the illegal use of drugs, when the district acts on the basis of such use.

18. "Major life activities" means those of central importance to daily life and include, but are not limited to, functions such as: caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sitting, reaching, writing, standing, lifting, sleeping, bending, speaking, breathing, reading, concentrating, thinking, communicating, interacting with others, learning, and working. "Major life activities" also includes physical or mental impairments that substantially limit the operation of a major bodily function, including, but not limited to: functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, reproductive systems, and the operation of an individual organ within a body system. 28 CFR §35.108; 28 CFR §36.105

19. "Mitigating measures" means steps taken to eliminate or reduce the symptoms or impact of an impairment. "Mitigating measures" include, but are not limited to: medication; medical equipment/appliances; mobility devices; low vision devices (not including ordinary eyeglasses or contact lenses); prosthetics (including limbs and devices); hearing aids, cochlear implants, or other implantable hearing devices; oxygen therapy equipment and supplies; the use of assistive technology, reasonable modifications or auxiliary aids or services; learned behavioral or adaptive neurological modifications; and psychotherapy behavioral, or physical therapies. 42 U.S.C. 126 §12102

    a. Mitigating measures must not be used when determining whether an impairment is a disability except for the use of corrective eyeglasses or contact lenses. Mitigating measures may be considered in assessing whether someone is entitled to reasonable accommodation or poses a direct threat.

20. "Office for Civil Rights" (OCR) means the United States Department of Education Office for Civil Rights.



21. "Other power-driver mobility device" means any mobility device powered by batteries, fuel, or other engines used by individuals with mobility disabilities for the purpose of locomotion, including any mobility device designed to operate in areas without defined pedestrian routes, but that is not a wheelchair. 28 CFR §35.104

22. "Physical or mental impairment" means any physiological disorder or condition such as, cosmetic disfigurement or anatomical loss affecting one or more body systems, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic and lymphatic, skin, and endocrine; or any mental or psychological disorder such as intellectual disability, organic brain syndrome, emotional or mental illness and specific learning disabilities. 28 CFR §35.108(b)(2) and 28 CFR §36105(b)4

    a. Physical or mental impairments may include, but are not limited: contagious and noncontagious diseases and conditions; orthopedic, visual, speech and hearing impairments; cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, intellectual disability, emotional illness, dyslexia and other specific learning disabilities, Attention Deficit Hyperactivity Disorder (ADHD), Human Immunodeficiency Virus (HIV) (whether symptomatic or asymptomatic), tuberculosis, drug addiction, and alcoholism.

    b. Physical or mental impairments do not include: transvestism; transsexualism; homosexuality or bisexuality; gender identity disorders; sexual behavior disorders; pedophilia; exhibitionism; environmental, cultural, and economic disadvantages; pregnancy; physical characteristics; personality traits or behaviors; normal deviations in height, weight or strength; compulsive gambling; kleptomania; pyromania; and psychoactive substance use disorders resulting from current illegal use of drugs.

    c. An impairment that is episodic or in remission may be considered a "disability" if it would substantially limit a major life activity when active.

    d. Not all impairments are disabilities.

23. "Public entity" means this Board of Education.

24. "Qualified individual" for the purposes of employment, means an individual who, with or without reasonable accommodation, can perform the essential functions of the employment position (based upon the employer's judgement) that such individual holds or desires. An employer's written description, prepared before advertising or interviewing applicants for the job, shall be considered evidence of the essential functions of the job. 42 U.S.C. 126 §12111(8)

25. "Reasonable accommodation " may include making existing facilities used by employees readily assessable to and usable by individuals with disabilities and job restructuring, part-time modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.

26. "Record of such an impairment" means the individual has a history of, or has been misclassified as having a mental or physical impairment that substantially limits one or more major life activities.

27. "Regarded as having an impairment" means the individual establishes that he or she has been subjected to a prohibited action under the Act because of an actual or perceived physical or mental impairment, whether or not that impairment substantially limits or is perceived to substantially limit a major life activity.

    a. For this prong only, the public entity must demonstrate the impairment is or would be both transitory (lasting or expected to last six (6) months or less) and minor to show an individual is not regarded as having such an impairment. 42 U.S.C. 126 §12102(3)(B)

    b. A public entity is not required to provide a reasonable modification to an individual meeting the definition of "disability" solely under the "regarded as" prong.

28. "Substantially limits" means the extent to which the impairment limits an individual's ability to perform a major life activity as compared to most people in the general population, whether or not an individual chooses to forgo mitigating measures. 42 U.S.C. 126 §12102(4); 28 CFR §35.108(d); 28 CFR §35.105(d) The rules of construction when determining whether or impairment substantially limits performance of a major life activity include:

a. That it is broadly construed in favor of expansive coverage, to the maximum extent permitted under the Act.

b. That it does not demand extensive analysis.

c. That it substantially limits one major life activity, but not necessarily other major life activities.

d. That it may be episodic or in remission, as long as the impairment would substantially limit a major life activity when active.

e. That it need not prevent, or significantly or severely restrict, an individual from performing a major life activity.

f. That it requires an individualized assessment which does not create an "inappropriately high level of limitation" and is based upon the conditions, manner or duration under which the individual can perform the major life activity 42 U.S.C. 12102(4)(B).

g. That it generally will not require scientific, medical, or statistical evidence (although such evidence can be required where appropriate evidence that can be considered may include statements or affidavits of affected individuals and school records).

h. That the determination is made without regard to ameliorative effects of mitigating measures, except for the use of ordinary eyeglasses or contact lenses intended to fully correct visual acuity or eliminate refractive error. Non-ameliorative effects, such as the negative side effects of medication or a medical procedure, may also be considered.

i. That the effects of an impairment lasting or expected to last less than six (6) months can be substantially limiting for establishing a disability under the first two prongs: "actual disability" or "record of".

29. "Undue hardship" means an action requiring significant difficulty or expense when considered in light of factors which include: the nature and cost of the needed accommodations; the overall financial resources of the district or facility providing the reasonable accommodation; the size of the district with respect to the number of employees' effect on expenses and resources, or the impact

otherwise of accommodation upon the operation of the facilities; and the type/location of facilities. 42 U.S.C. 126 §12111(10)

30. "Wheelchair" means a manually operated or power-driven device designed primarily for use by an individual with a mobility disability.

B. General Requirements

1. Prohibitions Against Discrimination

a. Discrimination is prohibited against a qualified individual on the basis of a disability. Such individual will not be excluded from participation in or denied the benefits of district services, programs, or activities or be subjected to discrimination by the district in accordance with 28 CFR §35.130. The district must ensure that:

(1) When services, programs, and activities are viewed in their entirety, they are accessible to and usable by individuals with disabilities; and

(2) Access to services, programs, and activities is provided in an integrated setting unless separate programs are necessary to ensure equal benefits.

b. The district is not required to take any action that would result in a fundamental alteration of the nature of the program or activity or undue financial or administrative burden. However, claiming undue burden still requires the district to provide access through means that would not result in a fundamental alteration or undue financial or administrative burden.

2. Direct Threat – 28 CFR §35.139

a. The district is not required to permit an individual to participate in or benefit from the district's services, programs, or activities when that individual poses a direct threat to the health or safety of others.

b. To determine whether an individual poses a direct threat to the health or safety of others, the district must make an individualized assessment, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence to ascertain:



(1) The nature, duration and severity of the risk;

(2) The probability that the potential injury will actually occur; and

(3) Whether reasonable modifications of policies, practices or procedures or the provision of auxiliary aids or services will mitigate the risk.

3. Illegal Use of Drugs – 28 CFR §35.131

a. The district will not discriminate on the basis of past illegal use of drugs against an individual who is not engaging in current illegal use of drugs and who:

(1) Has successfully completed a supervised drug rehabilitation program or has otherwise been rehabilitated successfully;

(2) Is participating in a supervised rehabilitation program; or

(3) Is erroneously regarded as engaging in such use.

b. While the Act does not prohibit discrimination against an individual based on that individual's current illegal use of drugs, the district will not deny health services or services provided in connection with drug rehabilitation to an individual on the basis of that individual's current illegal use of drugs, if the individual is otherwise entitled to such services.

c. The Act does not prohibit the district form adopting or administering reasonable policies or procedures, including but not limited to drug testing, designed to ensure that an individual who formerly engaged in the illegal use of drugs is not now currently engaging in illegal use of drugs.

C. Personal Devices and Services

1. The district will permit individuals with mobility disabilities to use wheelchairs and manually powered mobility aids such as walkers, crutches, canes, braces, or other similar devices designed for use by individuals with mobility disabilities in any areas open to pedestrian use. 28CFR §35.137



2. The district will make reasonable modifications to permit the use of other power-driven mobility devices by individuals with mobility disabilities unless the district can demonstrate that the power-driven device cannot be operated in accordance with legitimate safety requirements pursuant to 28 CFR §35.137. The district will
not ask an individual using a wheelchair or other power-driven mobility device questions about the nature and extent of the individual's disability. The district may require the individual to provide credible assurance that the device is required because of the person's disability.

3. The district is not required to provide individuals with disabilities personal devices, such as wheelchairs; individually prescribed devices such as prescription eyeglasses or hearing aids; readers for personal use or study; or services of a personal nature including assistance in eating, toileting or dressing pursuant to 28 CFR §35.135.

D. Employment – 42 U.S.C. 126 §12112

1. Discrimination in Employment

a. The Board will not discriminate against a qualified individual on the basis of disability in regard to job application procedures; hiring, advancement, or discharge; compensation; job training; and other terms, conditions and privileges of employment.

b. Applicants and employees working for or applying to work for the district who qualify for a job and are able to perform the essential functions of that job are entitled to reasonable accommodations provided that such accommodations do not pose undue hardship for the district.

c. Nothing in the Act shall be construed to preempt, modify, or amend any State, county, or local law, ordinance, or regulation as outlined in N.J.A.C. 6A:32-4.1 et seq.

d. The school district may not, on the basis of disability;

(1) Limit, segregate, or classify a qualified individual in a way that adversely affects his/her opportunities or status of such employee, applicant, or participant in a contractual or other arrangement;

(2) Utilize standards, criteria, or methods of administration that have the effect of discrimination on the basis of disability or perpetuate the discrimination of others subject to common administrative control;

(3) Exclude or otherwise deny equal jobs or benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to associate or have a relationship;

(4) Fail to make reasonable accommodations to known physical or mental limitations of an otherwise qualified individual with a disability or deny employment opportunities to such qualified individual unless the district can demonstrate that the accommodation would impose undue hardship to district operations;

(5) Use qualification standards, employment tests, or other selection criteria that screen out or tend to screen out individuals with disabilities unless the standard, test, or other selection criteria, as used by the district, is shown to be job-related for the position in question and consistent with business necessity; and/or

(6) Select and administer tests concerning employment to otherwise qualified individuals who possess impaired sensory, manual, or speaking skills, unless done in an effective manner to ensure that, when such tests are administered to a job applicant or employee who has a disability that impairs sensory, manual, or speaking skills, the test results accurately reflect the skills, aptitude, or other factors such tests purport to measure rather than reflecting the impaired sensory, manual, or speaking skills of the employee or applicant (except where such skills are the factors that the test purports to measure).

2. Medical Examinations and Inquiries – (42 U.S.C. 126 §12112)

a. Pre-employment

(1) Prohibited examination or inquiries;

(a) Whether such an applicant is an individual with a disability; or

(b) The nature or severity of such disability.

(2) Acceptable inquiry:

(a) The ability of an applicant to perform job-related functions.

b. Employment Entrance Examinations

(1) The district may require a medical examination after an offer of employment has been made to a job applicant and prior to the commencement of the employment duties of such applicant, and may condition an offer of employment on the results of such examination, if:

(a) All entering employees are subject to such an examination regardless of disability;

(b) Information obtained regarding the medical condition or history of the applicant is collected and maintained on separate forms and in separate medical files and is treated as a confidential medical record, except that:

i. Supervisors and managers may be informed regarding necessary restrictions on work or duties of the employees and necessary accommodations;

ii. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and

iii. Government officials investigating compliance with this Act, will be provided relevant information on request.

(2) The results of such examination shall only be used in accordance with these provisions.

c. Examination and Inquiry:

(1) Prohibited examinations and inquiries:

(a) The district will not require a medical examination and will not make inquiries of an employee as to whether such employee is an individual with a disability or as to the nature or severity of the disability, unless such examination or inquiry is shown to be job-related and consistent with business necessity.

(2) Acceptable examinations and inquiries:

(a) The district may conduct voluntary medical examinations, including voluntary medical histories, which are part of an employee health program available to employees in the district.

(b) The district may make inquiries into the ability of an employee to perform job-related functions.

3. Defenses – 42 U.S.C. 126 §12113

a. Qualification Standards

(1) It may be a defense to a charge of discrimination under the Act that an alleged application of qualification standards, tests, or selection criteria that screen out, tend to screen out, or otherwise deny a job or benefit to an individual with a disability has been shown to be job-related and consistent with business necessity, and such performance cannot be accomplished by reasonable accommodation, as required under the Act.

(a) The term "qualification standards" may include a requirement that an individual will not pose a direct threat to the health or safety of other individuals in the workplace.

(b) Notwithstanding 42 U.S.C. 126 §12102(4)(E)(ii), the Board will not use qualification standards, employment tests, or other selection criteria based on an individual's uncorrected vision unless the standard, test, or other selection criteria, as used by the covered entity, is shown **to** be job-related for the position in question and consistent with business necessity.

b. Infectious and Communicable Diseases

(1) In any case in which an individual has an infectious or communicable disease included on the list developed by the United States Secretary of Health and Human Services in accordance with the Act, and which cannot be eliminated by reasonable accommodation, and that is transmitted to others through the handling of food, the Board and its administration may refuse to assign or allow such individual to continue to work in a job involving food handling.

c. Illegal Use of Drugs and Alcohol – 42 U.S.C. 126 §12114

(1) An individual with a disability shall not include any employee or applicant who is currently engaging in the illegal use of drugs, with exceptions noted in section B.3. of this Regulation.

(2) The Board will hold an employee who engages in the illegal use of drugs or who is an alcoholic to the same qualification standards for employment or job performance and behavior as other employees, even if any unsatisfactory performance behavior is related to the drug use or alcoholism of such employee.

d. Drug Testing

(1) For the purposes of the Act, a test to determine the illegal use of drugs will not be considered a medical examination.

(2) No provision of the Act shall be construed to encourage, prohibit, or authorize the conducting of drug testing for the illegal use of drugs by job applicants or employees or making employment decisions based on such test results.

E. Program Accessibility

1. Discrimination Prohibited

a. Except as otherwise provided in 28 CFR §35.150, no qualified individual with a disability will, because the district's facilities are inaccessible to or unusable by individuals with disabilities, including inside or outside access to such facilities, may be excluded from participation in, or be denied the benefits of the services, programs, or activities of the district, or be subjected to discrimination by the district.

b. The district will maintain facilities and equipment required by the Act to be readily accessible to and usable by individuals with disabilities. This provision does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs. 28 CFR §35.133

(1) In regard to existing facilities, the district will operate each service, program, or activity when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.

(a) The district is not required to fundamentally alter the nature of a service, program, or activity, or assume undue financial or administrative burdens, or take any action threatening the historic significance of a historic property and has the burden of proving that compliance with the Act would result in such alterations or burdens. 28 CFR §35.150(a)

(b) Should the Board and Superintendent of Schools or his/her designee determine, after considering all resources available, that compliance would result in such alteration or burden, a written statement of reasons must accompany such a determination.



(c) The Board will take any other action, including, but not limited to redesign or acquisition of equipment, or reassignment of services or staff, that would not result in such alteration or burden, but would nevertheless, ensure that individuals with disabilities receive the benefits/services provided by the district.

(2) In regard to new construction and alterations, each facility or part of a facility constructed by, on behalf of, or for the use of the district will be designed and constructed in such manner, in accordance with 28 CFR §35.151, that the facility or part of the facility is readily accessible to and usable by individuals with disabilities.

(a) Full compliance with the requirements of 28 CFR §35.151 is not required where the district can demonstrate that it is structurally impracticable to meet the requirements.

(b) If providing accessibility in conformance with 28 CFR §35.151 to individuals with certain disabilities (e.g., those who use wheelchairs) would be structurally impracticable, accessibility shall nonetheless be ensured to persons with other types of disabilities, (e.g., those who use crutches or who have sight, hearing or mental impairments) in accordance with 28 CFR §35.151.

F. Communications – 28 CFR §35.160

1. The district will take appropriate steps to ensure that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with others.

2. The district will furnish appropriate auxiliary aids and services where necessary to afford individuals with disabilities, including applicants, participants, companions, and members of the public, an equal opportunity to participate in and enjoy the benefits of a service, program, or activity conducted by the district.

a. Auxiliary aids and services will be provided in accessible formats, in a timely manner, and in such a way as to protect the privacy and independence of the individual with a disability.



b. The district will not require an individual with a disability to bring another individual to interpret. The district will not rely on an adult accompanying an individual with a disability or on a minor child to interpret or facilitate communication, except in an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no interpreter available; or where the individual with a disability specifically requests that the accompanying adult interprets or facilitates communication, the accompanying adult agrees to provide such assistance, and reliance on that adult is appropriate under the circumstances.

3. Where the district communicates by telephone with applicants and beneficiaries who are deaf, hard of hearing, or who have speech impairments, text telephones (TTYs) or equally effective telecommunications systems equipped with emergency service access will be used to communicate, in the same time and manner as with other telephone systems (including automated systems). 28 CFR §35.161

4. The district will ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities, including signage at all inaccessible facility entrances. 28 CFR §35.163

G. Grievance Procedure – 28 CFR §35.107(b)

1. A complainant who believes that he/she has been harmed or adversely affected by a discriminatory practice or act prohibited by law and/or policy shall first discuss the matter with his/her immediate supervisor in an attempt to resolve the matter informally.

2. If the matter is not resolved to the satisfaction of the complainant within thirty (30) working days, the complainant may submit a written complaint to the District Coordinator. The complaint will include:

a. The complainant's name and address;

b. The specific act or practice of which the complainant complains;

c. The employee, if any, responsible for the allegedly discriminatory act;

d. Results of discussions conducted in accordance with paragraph G.1. above; and

e. Reasons why those results are not satisfactory.

3. The District Coordinator will investigate the matter informally and will respond to the complainant in writing no later than seven (7) working days after receipt of the written complaint. A copy of the complaint and the response will be forwarded to the Superintendent.

4. The response of the District Coordinator may be appealed to the Superintendent in writing within three (3) working days after it has been received by the complainant. The appeal will include the original complaint, the response to the complaint, and the complainant's reason for rejecting the response. A copy of the appeal must be given to the staff member alleged to have acted discriminatorily.

5. On his/her timely request (that is, submitted before the expiration of the time within which the Superintendent must render a decision), the complainant will be given an informal hearing before the Superintendent, at a time and place convenient to the parties, but no later than seven (7) working days after the request for a hearing has been submitted. The Superintendent may also require at the hearing the presence of the staff member charged with a discriminatory act and any other person with knowledge of the complained act.

6. The Superintendent will render a written decision in the matter no later than seven (7) working days after the appeal was filed or the hearing was held, whichever occurred later. Copies of the decision will be given to all parties.

7. The complainant may appeal the Superintendent's decision to the Board by filing a written appeal with the School Business Administrator/Board Secretary no later than three (3) working days after receipt of the Superintendent's decision. The appeal shall include:

a. The original complaint;

b. The response to the complaint;

c. The Superintendent's decision;



d. The transcript of the hearing, if one has been made, or a summary of the hearing to which all parties have consented; and

e. The complainant's reason for believing the Superintendent's decision should be changed.

8. If a staff member is charged with a discriminatory act, the Board will provide a copy of the appeal to that staff member.

9. The Board will review all papers submitted and may render a decision on the basis of the proceedings below. If the complainant so requests, the Board may convene a hearing, at which all parties may be represented by counsel and may present and examine witnesses, who will testify under oath.

10. The Board will render a written decision no later than forty-five calendar days after the appeal was filed or the hearing held, whichever occurred later. Copies of the decision will be given to all parties.

11. The complainant will be informed of his/her right to appeal the Board's decision to the:

U.S. Department of Justice
950 Pennsylvania Avenue, NW
Civil Rights Division
Disability Rights Section – 1425 NYAV
Washington, D.C. 20530

12. An individual who believes he or she or a specific class of individuals has been subjected to discrimination on the basis of disability by the district may, by himself-herself, or an authorized representative, at any time, file a complaint directly with OCR.

13. Record:

a. The record of any complaint processed in accordance with this procedure will be maintained in a file kept by the District Coordinator.

b. A copy of the decision rendered at the highest level of appeal will be kept in the employee's personnel file.

Adopted: 26 April 2017

R 1530 EQUAL EMPLOYMENT OPPORTUNITY COMPLAINT PROCEDURE

A. Purpose and Application

1. The purpose of this procedure is to give any district employee or candidate for employment the opportunity to appeal an alleged denial of equal employment opportunity in violation of state and federal laws and Policy 1530, guaranteeing "equal access to all categories of employment without discriminating on the basis of ~~regard to~~ any of the protected categories listed at N.J.A.C. 6A:7-1.1(a).

2. This procedure is intended to facilitate an equitable and just resolution of a dispute at the most immediate level and should be implemented in an informal manner.

3. Every reasonable effort will be made to expedite the process in the interest of a prompt resolution. Time limits may, however, be extended with the consent of all parties.

4. All participants in the procedure will respect the confidentiality that this district accords to information about individual employees.

B. Definitions

1. "Board of Education" means the Board of Education of this school district.

2. "Complaint" means an alleged discriminatory act or practice.

3. "Complainant" means a staff member who alleges a discriminatory act or practice.

4. "Day" means a working or calendar day as identified.

5. "Discriminatory act or practice" means denial of equal employment opportunity in violation of state statutes and administrative codes and federal laws and Policy 1530.

6. "School district" means this school district.

C. Procedure

1. A complainant who believes that they have been harmed or adversely affected by a discriminatory practice or act prohibited by law and/or policy shall discuss the matter with their ~~his/her~~ immediate supervisor in an attempt to resolve the matter informally.

2. If the matter is not resolved to the satisfaction of the complainant within thirty working days of the discussion with their supervisor, the complainant may submit a written complaint to the Affirmative Action Officer. The complaint may be reported: in person; in writing; verbally by telephone; by mail to the office address; or by electronic mail. The complaint may be reported during business or non-business hours. The complaint will include:

   a. The complainant's name and address,

   b. The specific act or practice that the complainant complains of,

   c. The school employee, if any, responsible for the allegedly discriminatory act,

   d. The results of discussions conducted in accordance with paragraph C1, and

   e. The reasons why those results are not satisfactory.

3. The complaint shall ~~will~~ include:

The complainant's name and address;

   a. The complainant's name and address;

   b. The specific act or practice of which the complainant complains

   c. The school employee, if any, responsible for the allegedly discriminatory act;

d. The results of discussions conducted in accordance with C.1. above; and

e. The reasons why the results of the discussions were not satisfactory to the complainant.

~~4~~3. The Affirmative Action Officer will investigate the matter informally and will respond to the complaint in writing no later than seven working days after receipt of the complaint filed in accordance with C.2. above. A copy of the complaint and the response will be forwarded to the Superintendent.

5~~4~~. The Affirmative Action Officer's written response may be appealed to the Superintendent in writing within three working days after it has been received by the complainant. The appeal will include the original complaint, the response to the complaint, and the complainant's reason for rejecting the response. A copy of the appeal must be given to the staff member alleged to have acted discriminatorily.

6~~5~~. On their timely request (that is, submitted before the expiration of the time within which the Superintendent must render a decision), the complainant will be given an informal hearing before the Superintendent, at a time and place convenient to the parties, but no later than seven working days after the request for a hearing has been submitted. The Superintendent may also require the presence at the hearing of the staff member charged with a discriminatory act and any other person with knowledge of the act.

7~~6~~. The Superintendent will render a written decision in the matter no later than seven working days after the appeal was filed or the hearing was held, whichever occurred later. Copies of the decision will be given to all parties.

8~~7~~. The complainant may appeal the Superintendent's decision to the Board by filing a written appeal with the Board Secretary no later than three working days after receipt of the Superintendent's decision. The appeal shall include:

a. The original complaint,

b. The response to the complaint,

c. The Superintendent's decision,

d. A transcript of the hearing, if one has been made, or a summary of the hearing to which all parties have consented, and

e. The complainant's reason for believing the Superintendent's decision should be changed.

9~~8~~. A copy of the appeal to the Board must be given to the staff member, if any, charged with a discriminatory act.

10~~9~~. The Board will review all papers submitted and may render a decision on the basis of the proceedings below. If the complainant so requests, the Board may convene a hearing, at which all parties may be represented by counsel and may present and examine witnesses, who will testify under oath.

11~~10~~. The Board will render a written decision no later than forty-five calendar days after the appeal was filed or the hearing held, whichever occurred later. Copies of the decision will be given to all parties.

12~~11~~. The complainant will be informed of their ~~his/her~~ right to appeal the Board's decision to the:

a. Commissioner of Education
New Jersey State Department of Education
P. O. Box 500
Trenton, New Jersey 08625-0500 or the

b. New Jersey Division on Civil Rights
Central Regional Office
Office of the Attorney General
140 East Front Street-6th Floor
Trenton, New Jersey 08625-0090

D. Record

1. The records of any complaint processed in accordance with this procedure shall be maintained in a file kept by the Affirmative Action Officer.

2. A copy of the decision rendered at the highest level of appeal finding a discriminatory act has occurred shall be kept in the personnel file of the employee found to have committed a discriminatory act.

Issued: 3 November 2009
Revised: 16 August 2011
Revised: 19 July 2016
Revised: 13 August 2024

R 1550 EQUAL EMPLOYMENT/ANTI-DISCRIMINATION PROCEDURE

A. Purpose and Application

1. The purpose of this procedure is to give any district employee or candidate for school district employment the opportunity to appeal an alleged violation of the school district's Affirmative Action Program for employment and contract practices, as set forth in Policy 1550 or in a plan formally adopted by the Board of Education and approved by the Commissioner.

2. No qualified handicapped person, shall, on the basis of handicap, be subjected to discrimination in employment and the Board will take positive steps to employ and advance in employment qualified handicapped persons in programs and activities.

3. This procedure is intended to facilitate an equitable and just resolution of a dispute at the most immediate level and should be implemented in an informal manner.

4. Every reasonable effort will be made to expedite the process in the interest of a prompt resolution. Time limits may, however, be extended with the consent of all parties.

5. All participants in the procedure will respect the confidentiality that this district accords to information about individual staff members.

B. Definitions

1. "Board of Education" means the Board of Education of the North Caldwell School District.

2. "Complaint" means an alleged violation of the district's Affirmative Action Plan or Policy.

3. "Complainant" means a staff member who alleges a violation of the school district's Affirmative Action Plan or Policy 1550.

4. "Day" means a business day or calendar day as identified.

5. "School district" or "district" means the North Caldwell School District.

6. "Violation" means the failure of a school district official or employee to take the positive steps outlined in Policy 1550 or the duly approved Affirmative Action Plan to remove impermissible bias or preference from all aspects of school district employment or contract practices and/or to correct the results of past discrimination.

C. Procedure

1. A Complainant who believes he/she has been harmed or adversely affected by a failure to enforce the school district's Affirmative Action Plan for employment and contract practices shall discuss the matter with his/her immediate supervisor in an attempt to resolve the matter informally.

   a. In the event the Complainant believes their immediate supervisor may be conflicted or if the immediate supervisor is not available, the Complainant may proceed directly to the school district's Affirmative Action Officer as outlined in C.2. below.

   b. In the event the Complainant believes the school district's Affirmative Action Officer may be conflicted, the Complainant may submit a written complaint to the Superintendent of Schools who will designate a supervisor or administrative staff member to conduct the investigation in accordance with the procedures outlined in this Regulation. The Superintendent will ensure the supervisor or administrative staff member is provided affirmative action training in accordance with State mandates and guidelines,

2. If the matter is not resolved to the satisfaction of the Complainant within ten business days, the Complainant may submit a written complaint to the Affirmative Action Officer. The complaint will include:

   a. The Complainant's name and address,



b. The specific failure to act that the Complainant complains of;

c. The school officer or employee, if any, responsible for the alleged violation of the Affirmative Action Plan;

d. The results of discussions conducted in accordance with paragraph C.1.; and

e. The reasons why those results are not satisfactory.

3. The Affirmative Action Officer will investigate the matter informally and will respond to the complaint in writing no later than seven business days after receipt of the written complaint. A copy of the complaint and the response will be forwarded to the Superintendent.

4. The response of the Affirmative Action Officer may be appealed to the Superintendent in writing within three business days after it has been received by the Complainant. The appeal will include the original complaint, the response to the complaint, and the Complainant's reason for rejecting the response. A copy of the appeal must be given to the staff member alleged to have violated the Affirmative Action Plan.

5. Upon request, the Complainant will be given an informal hearing before the Superintendent, at a time and place convenient to the parties, but no later than seven business days after the request for a hearing has been submitted. The Superintendent may also require the presence at the hearing of the staff member charged with violation of the Affirmative Action Plan and any other person with knowledge of the violation complained of.

6. The Superintendent will render a written decision in the matter no later than seven business days after the appeal was filed or the hearing was held, whichever occurred later. Copies of the decision will be given to all parties.

7. The complainant may appeal the Superintendent's decision to the Board by filing a written appeal with the Board Secretary no later than three business days after receipt of the Superintendent's decision. The appeal will include:

a. The original complaint;

b. The response to the complaint;

c. The Superintendent's decision;

d. A transcript of the hearing, if one has been made, or a summary of the hearing to which all parties have consented; and

e. The Complainant's reason for believing the Superintendent's decision should be changed.

8. A copy of the appeal to the Board must be given to the staff member, if any, charged with a violation of the Affirmative Action Plan.

9. The Board will review all papers submitted and may render a decision on the basis of the proceedings below. If the complainant so requests, the Board may convene a hearing, at which all parties may be represented by counsel and may present and examine witnesses, who will testify under oath.

10. The Board will render a written decision no later than forty-five calendar days after the appeal was filed or the hearing held, whichever occurred later. Copies of the decision will be given to all parties.

11. The complainant will be informed of his/her right to appeal the Board's decision to the:

a. Commissioner of Education
New Jersey State Department of Education
P.O. Box 500
Trenton, New Jersey 08625-0500**,** or

b. New Jersey Division on Civil Rights

Central Regional Office
140 East Front Street-6th Floor
Trenton, New Jersey 08625-0090

D. Record

1. The records of any complaint processed in accordance with this procedure shall be kept in a file maintained by the Affirmative Action Officer.

2. A copy of the decision rendered at its highest level of appeal will be kept in the Complainant's personnel file.

Issued: 3 November 2009
Revised: 16 August 2011
Revised: 25 September 2018

R 1570 INTERNAL CONTROLS

A. Segregation of Business Duties and Organizational Structure

1. The school district shall evaluate business processes annually and allocate available resources appropriately in an effort to establish a strong control environment.

2. The School Business Administrator/Board Secretary shall identify processes that when performed by the same individuals are a violation of sound segregation of duties. The School Business Administrator/Board Secretary shall segregate the duties of all such processes among Business office staff based on available district resources, assessed vulnerability and the associated cost-benefit, except as required by a. and b. below.

   a. The functions of human resources and payroll shall be segregated and completed by different employees in all districts.

   b. The functions of purchasing and accounts payable shall be segregated and completed by different employees in all districts.

3. The district shall include in the Comprehensive Annual Financial Report (CAFR) a detailed organizational chart for the Central Office that tie to the district's position control logs, including but not limited to, the business, human resources, and information management functions.

B. Standard Operating Procedures (SOPs) for Business Functions

1. The school district shall establish SOPs for each task or function of the business operations of the district by December 31, 2009.

2. The SOP Manual shall include sections on each routine task or function of the following areas:

   a. Accounting including general ledger, accounts payable, accounts receivable, payroll and fixed assets, and year-end procedures for each;

   b. Cash management;



c. Budget development and administration including tasks such as authorization of transfers and overtime;

d. Position control;

e. Purchasing including such tasks as preparation of requisitions, approval of purchase orders and encumbering of funds, bid and quote requirements, and verification of receipt of goods and services;

f. Facilities including administration of work and health and safety;

g. Security;

h. Emergency preparedness;

i. Risk management;

j. Transportation;

k. Food service;

l. Technology systems; and

m. Information management.

3. A standard operating procedure shall be established that ensures office supplies are ordered in appropriate quantities, maintained in appropriate storage facilities, and monitored to keep track of inventory.

C. Financial and Human Resource Management Systems, Access Controls

1. Whenever considering financial systems or the automation of other services or functions, the Superintendent of Schools or School Business Administrator/Board Secretary shall notify the Executive County Superintendent in writing to see if opportunities for a shared service system exist.

2. Access controls shall be established for key elements of financial systems to ensure that a single person does not have the ability to make system edits that would violate segregation of duties controls.

a. The process for creating, modifying, and deleting user accounts shall include the use of user access request forms.

b. All requests for financial applications shall be approved and specified by the School Business Administrator/Board Secretary.

c. All requests for network access shall be granted by the Business Administrator or Superintendent of schools.

d. A review of user access shall be conducted yearly at a minimum by the relevant department managers and an audit trail should be maintained to verify the performance of this review.

e. Access to the network and key applications within a district shall be restricted to authorized users through the use of unique user names and passwords.

f. Proper protocols shall be implemented that appropriately address password expiration and complexity.

D. Personnel Tracking and Accounting

1. The school district shall maintain an accurate, complete, and up-to-date automated position control roster to track the actual number and category of employees and the detailed information for each. Districts are required to maintain a position control roster by July 1, 2009. The position control roster shall:

a. Share a common database and be integrated with the district's payroll system;

b. Agree to the account codes in the budget software;

c. Ensure that the data within the position control roster system includes, at a minimum, the following information:

(1) The employee’s name;

(2) The date of hire;

(3) A permanent position tracking number for each employee including:

(a) The expenditure account codes for the general fund consistent with the State prescribed budget, special revenue fund and enterprise funds;

(b) The building(s) the position is assigned;

(c) The certification title and endorsement held, as applicable;

(d) The assignment position title as follows:

i. Superintendent or Chief School Administrator;

ii. Assistant Superintendent;

iii. School Business Administrator;

iv. Board Secretary (when other than i., ii., or iii. above);

v. Principal;

vi. Vice Principal;

vii. Director;

viii. Supervisor;

ix. Facilitator;

x. Instructional Coach by Subject Area;

xi. Department Chairperson by Subject Area;

xii. Certificated Administrator – Other;

xiii. Guidance;

xiv. Media Specialist/Librarian;

xv. School Nurse;

xvi. Social Worker;

xvii. Psychologist;

xviii. Therapist – OT;

xix. Therapist – PT;

xx. Therapist – Speech;

xxi. Certificated Support Staff – Other;

xxii. Teacher by Subject Area;

xxiii. Instructional Assistants;

xxiv. Certificated Instructional-Other;

xxv. Aides supported by IEP;

xxvi. Other Aides;

xxvii. Maintenance Worker;

xxviii. Custodian;

xxix. Bus Driver;

xxx. Vehicle Mechanic;

xxxi. Food Service; and

xxxii. Other Non-certificated.

(4) A control number for substitute teachers;

(5) A control number for overtime;

(6) A control number for extra pay;

(7) The status of the position (filled, vacant, abolished, etc.);

(8) An indication, when available, of whether the employee is retiring in the budget year or not being renewed including associated costs such as contractual buyouts, severance pay, paid vacation or sick days, etc;

(9) Each of the following: base salary, step, longevity, guide, stipends by type, overtime and other extra compensation;

(10) The benefits paid by the district, net of employee reimbursements or co-pays, by type of benefit and for FICA and Medicare;

(11) The position's full-time equivalent value by location;

(12) The date the position was filled; and

(13) The date the position was originally created by the Board. If the date the position was originally created is not available, this item shall represent the date the person currently filling that position was approved by the Board.

Issued: 3 November 2009

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.

"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, 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.

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.

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.

(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.

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.

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.

(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.

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.

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, 1712, 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.

"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.

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;

(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.



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.

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

(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.

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.

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.

. 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;

(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: 24 November 2020

1613 DISCLOSURE AND REVIEW OF APPLICANT'S EMPLOYMENT HISTORY

A school district, charter school, nonpublic school, or contracted service provider holding a contract with a school district, charter school, or nonpublic school shall not employ for pay or contract for the paid services of any person serving in a position which involves regular contact with students and is offered employment or commences employment following June 1, 2018, unless the school district, charter school, nonpublic school, or contracted service provider complies with the requirements of N.J.S.A. 18A:6-7.6et seq. as outlined in Policy and Regulation 1613.

A. Definitions (N.J.S.A. 18A:6-7.6 et seq.)

For the purposes of this Policy and Regulation:

1. "Applicant" means any person considered for employment or offered employment for pay or contract for the paid services of any person serving in a position which involves regular contact with students.

2. "Child abuse" means any conduct that falls under the purview and reporting requirements of N.J.S.A. 9:6-8.8 et seq. and is directed toward or against a child or student, regardless of the age of the child or students.

3. "Disclosure Information Request Form" shall be the State of New Jersey Sexual Misconduct/Child abuse Disclosure Information Request, P.L. 2018, Chapter 5 or a similar form developed by the hiring entity.

4. "Disclosure Release Form" shall be the State of New Jersey Sexual Misconduct/Child Abuse Disclosure Release, P.L. 2018, Chapter 5 or a similar form developed by the hiring entity.

5. "Hiring entity" means all school entities including school districts, charter schools, nonpublic schools, or contracted service providers holding a contract with a school district, charter school, or nonpublic school.

6. "Sexual misconduct" means any verbal, nonverbal, written, or electronic communication, or any other act directed toward or with a student that is designed to establish a sexual relationship with the student, including a sexual

invitation, dating or soliciting a date, engaging in sexual dialogue, making sexually suggestive comments, self-disclosure or physical exposure of

a sexual or erotic nature, and any other sexual, indecent, or erotic contact with a student.

B. Hiring Entity Required Application and Review Process (N.J.S.A. 18A:6-7.7)

1. A hiring entity 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 hiring entity complies with the provisions of N.J.S.A. 18A:6-7.6 et seq.

a. The hiring entity shall require an applicant to provide a Disclosure Release Form which must include the following information:

(1) A list, including name, address, telephone number, and other relevant contact information of the applicant's:

(a) Current employer;
(b) All former employers within the last twenty (20) years that were schools; and
(c) All former employers within the last twenty (20) years where the applicant was employed in a position that involved direct contact with children; and

(2) A written authorization that consents to and authorizes disclosure of the information requested under b. below pursuant to N.J.S.A. 18A:6-7.7.a.(2)and the release of related records by the applicant's employers listed under B.1.a.(1) above, and that releases those employers from liability that may arise from the disclosure or release of records;

(3) A written statement as to whether the applicant:

(a) Has been the subject of any child abuse or sexual misconduct investigation by any employer, State licensing agency, law enforcement agency, or the Department of Children and Families, unless the investigation resulted in a finding the allegations were false or the alleged incident of child abuse or sexual misconduct was not substantiated;

(b) Has ever been disciplined, discharged, nonrenewed, asked to resign from employment, resigned from or otherwise separated from any employment while allegations of child abuse or sexual misconduct were pending or under investigation, or due to an adjudication or finding of child abuse or sexual misconduct; or

(c) Has ever had a license, professional license or certificate suspended, surrendered, or revoked while allegations of child abuse or sexual misconduct were pending or under investigation, or due to an adjudication of finding of child abuse or sexual misconduct.

(4) The hiring entity must comply with the requirements of N.J.S.A. 18A:6-7.6 et seq. for every applicant who will be employed by the hiring entity.

(a) However, the provisions of N.J.S.A. 18A:6-7.6 et seq. may be required by the hiring entity for the applicant.

b. The Superintendent or designee of the hiring entity will review the applicant's Disclosure Release Form. Upon determining to continue the application process, the Superintendent or designee shall provide the applicant's Disclosure Release Form to all employers listed by the applicant under the provisions of N.J.S.A. 18A:6-7.7.a.(1) and B.1.a(1) above and provide all employers listed with the applicant's written authorization that consents to and authorizes disclosure in accordance with N.J.S.A. 18A:6-7.7.a.(2) and B.1.a.(2) and request the following information:

(1) The dates of employment of the applicant; and

(2) A statement as to whether the applicant:

(a) Was the subject of any child abuse or sexual misconduct investigation by any employer, State licensing agency, law enforcement agency, or the Department of Children and

Families, unless the investigation resulted in a finding that the allegations were false or the alleged incident of child abuse or sexual misconduct was not substantiated;

(b) Was disciplined, discharged, nonrenewed, asked to resign from employment resigned from or otherwise separated from any employment while allegations of child abuse or sexual misconduct were pending or under investigation, or due to an adjudication or finding of child abuse or sexual misconduct; or

(c) Has ever had a license, professional license, or certificate suspended, surrendered, or revoked while allegations of child abuse or sexual misconduct were pending or under investigation, or due to an adjudication or finding of child abuse or sexual misconduct.

c. The review of the applicant's employment history may be conducted through telephonic, electronic, or written communications in accordance with N.J.S.A. 18A:6-7.7.

1) If the review is conducted by telephone, the results of the review shall be documented in writing by the Superintendent or designee responsible for reviewing the applicant's employment history. The Superintendent or designee may use the disclosure Release Form to complete this review.

2. After reviewing the information disclosed by an employer under B.1.b. above and finding an affirmative response to any of the inquiries listed and if the Superintendent or designee of the hiring entity determines to continue with the applicant's job application process, the Superintendent or designee shall make further inquiries of the applicant's current and/or former employer(s) to ascertain additional details regarding the matter disclosed pursuant to N.J.S.A, 18A:6-7.10.

a. The Superintendent or designee shall make these additional inquires by requesting the current and/or former employer to complete the disclosure Information Request Form and attach additional information, including the initial complaint and final report, if any, regarding the incident of child abuse or sexual misconduct.

b. The Superintendent, upon receiving and reviewing the additional information disclosed in accordance with B.2.a. above, will make a determination to continue with the applicant's job application process.

3. All employment history documentation for each applicant employed by the hiring entity in accordance with N.J.S.A. 18A:6-7.6 et seq. shall be maintained by the Superintendent or designee and destroyed in accordance with the New Jersey Department of Revenue – Records Management Services Records Retention and Disposition Schedule.

4. Employment history review pursuant to N.J.S.A. 18A:6-7.6 et seq. is not required for applicants the hiring entity does not wish to employ.

5. The hiring entity, in accordance with N.J.S.A. 18A:6-7.9.b., in conducting the review of the employment history of an out-of-State applicant, shall make, and document with specificity, diligent efforts to:

   a. Verify the information provided by the applicant pursuant to N.J.S.A. 18A:6-7.7.a. and B.1.a. above; and

   b. Obtain from any out-of-state employers listed by the applicant the information requested pursuant to N.J.S.A. 18A:6-7.7.b. and B.1.b. above.

C. Completing a Disclosure Request from a Hiring Entity Regarding a Current of Former Employee (N.J.S.A. 18A:6-7.9)

1. All requests for information from a hiring entity regarding a current or former employee of this school district, charter school, or nonpublic school in accordance with N.J.S.A. 18A:6-7.6 et seq. shall be directed to the Superintendent or designee.

   a. The Superintendent or designee, upon receiving a request from a hiring entity for information, shall provide the information requested in accordance with N.J.S.A. 18A:6-7.6 et seq. to the hiring entity submitting the request if:

      (1) The employment relationship is confirmed pursuant to N.J.S.A. 18A:6-7.7.a.(1) and B.1.a(1) above; and

(2) The written authorization is in compliance with N.J.S.A. 18A:6-7.7.a(2) and B.1.a.(2) above.

b. At the discretion of the Superintendent, the requested information may be provided through telephonic, electronic, or written communications, pursuant to N.J.S.A. 18A:6-7.7 and B.1.c. above.

2. In the event a hiring entity requests additional information from this school district, charter school or nonpublic school beyond a response to the questions as outlined in N.J.S.A. 18A:6-7.7b. and B.1.b. above, the Superintendent or designee will review the written request and will make a determination as to the additional information and/or documentation to be provided to the hiring entity. Any request for additional information and/or documentation must be submitted by the hiring entity in writing to the Superintendent or designee before providing any additional information and/or documentation.

   a. Upon providing such additional information and/or documentation, the Superintendent or designee will take every measure to ensure privacy and confidentiality, consistent with State and Federal laws and regulations regarding student privacy and the privacy rights of others.

   b. Any personally identifiable information regarding any student or other individual other than the applicant's personally identifiable information shall be redacted prior to the release of any additional information.

   c. The requested additional information should be provided to the hiring entity within twenty (20) days, as required by statute.

3. A copy of all requests for information and any information provided to a hiring entity, in accordance with the provisions of Policy and Regulation 1613 and N.J.S.A. 18A:6-7.6 et seq., shall be maintained by the Superintendent or designee in the applicant's personnel file and shall only be destroyed in accordance with the New Jersey Department of Revenue – Records Management Services Records Retention and Disposition Schedule.

D. Timeline for Current or Prior Employers to Disclose Information (N.J.S.A. 18A:6-7.9)

1. No later than twenty (20) days after receiving a request for information under N.J.S.A. 18A:6-7.7.b. and B.1.b. above, an employer that has or had an

employment relationship within the last twenty (20) years with the applicant shall disclose the information requested pursuant to N.J.S.A. 18A:6-7.6 et seq.

2. The failure of an employer to provide the information requested pursuant to N.J.S.A. 18A:6-7.7.b. and B.1.b. above within the twenty (20) day timeframe established under N.J.S.A. 18A:6-7.9.a. and D.1. above may be grounds for the automatic disqualification of an applicant from employment with a hiring entity. A hiring entity shall not be liable for any claims brought by an applicant who is not offered employment or whose employment is terminated:

   a. Because of any information received by the hiring entity from an employer pursuant to N.J.S.A. 18A:6-7.7 and B. above; or

   b. Due to the inability of the hiring entity to conduct a full review of the applicant's employment history pursuant to N.J.S.A. 18A:6-7.7.b. and B.1.b. above.

E. Provisional Employment (N.J.S.A. 18A:6-7.10)

A hiring entity may employ or contract with an applicant on a provisional basis for a period not to exceed ninety (90) days pending review by the hiring entity of information received pursuant to N.J.S.A. 18A:6-7.7 and B. above, provided that all of the following conditions are satisfied:

1. The applicant has complied with N.J.S.A. 18A:6-7.7.a. and B.1.a. above;

2. The hiring entity has no knowledge or information pertaining to the applicant that the applicant is required to disclose pursuant to N.J.S.A. 18A:6-7.7.a.(3) and B.1.a.(3); and

3. The hiring entity determines that special or emergent circumstances exist that justify the temporary employment of the applicant.

F. Penalties to Applicants (N.J.S.A. 18A:6-7.8)

1. An applicant who willfully provides false information or willfully fails to disclose information required in N.J.S.A. 18A6-7.7.a. and B.1.a. above:

   a. Shall be subject to discipline up to, and including, termination or denial of employment;

b. May be deemed in violation of subsection a. of N.J.S.A. 2C:28-3; and

c. May be subject to a civil penalty of not more than $500 which shall be collected in proceedings in accordance with the "Penalty Enforcement Law of 1999," P.L. 1999, c.274 (N.J.S.A. 2A:58-10 et seq.).

2. A hiring entity shall include a notification of the penalties set forth in N.J.S.A. 18A:6-7.8 and F.1 above on all applications for employment for positions which involve regular contact with students.

G. Termination (N.J.S.A. 18A:6-7.9.d.)

1. A hiring entity shall have the right to immediately terminate an individual's employment or rescind an offer of employment if:

a. The applicant is offered employment or commences employment with the hiring entity following June 1, 2018;and

b. Information regarding the applicant's history of sexual misconduct or child abuse is subsequently discovered or obtained by the hiring entity that the hiring entity determines disqualifies the applicant or employee from employment.

2. The termination of employment pursuant to the provisions outlined in G.1. above and pursuant to N.J.S.A. 18A:6-7.9 shall not be subject to any grievance or appeals procedures or tenure proceedings pursuant to any collectively bargained or negotiated agreement or any law, rule or regulation.

H. Information Not Deemed Public Record and Immunity (N.J.S.A. 18A:6-7.11)

1. Information received by an employer in accordance with Policy and Regulation 1613 and N.J.S.A. 18A:6-7.6 et seq. shall not be deemed a public record under N.J.S.A. 47:1A-1 et seq. or the common law concerning access to public records.

2. An employer, school district, charter school, nonpublic school, school administrator or contracted service provider that provides information or records about a current or former employee or applicant shall be immune from criminal and civil liability for the disclosure of the information, unless the information or



records provided were knowingly false. The immunity shall be in addition to and not in limitation of any other immunity provided by law.

I. Prohibited Actions Relative to Certain Agreements and Employment Contracts (N.J.S.A. 18A:6-7.12)

1. On or after June 1, 2018, a school district, charter school, nonpublic school or contracted service provider may not enter into a collectively bargained or negotiated agreement, an employment contract, an agreement for resignation or termination, a severance agreement or any other contract or agreement or take any action that:

   a. Has the effect of suppressing or destroying information relating to an investigation related to a report of suspected child abuse or sexual misconduct by a current or former employee;

   b. Affects the ability of a school district, charter school, nonpublic school or contracted service provider to report suspected child abuse or sexual misconduct to the appropriate authorities; or

   c. Requires the school district, charter school, nonpublic school, or contracted service provider to expunge information about allegations or finding of suspected child abuse or sexual misconduct from any documents maintained by the school district charger school, nonpublic school or contracted service provider, unless after investigation the allegations are found to be false or the alleged incident of child abuse or sexual misconduct has not been substantiated.

2. Any provision of an employment contract or agreement for resignation or termination or a severance agreement that is executed, amended, or entered into after June 1, 2018, and that is contrary to N.J.S.A. 18:6-7.12 shall be void and unenforceable.

J. Public Awareness Campaign (N.J.S.A. 18A:7.13)

1. The New Jersey Department of Education (NJDOE) shall establish a public awareness campaign to publicize the provisions of N.J.S.A. 18A:6-7.6 et seq. and to ensure applicants and employers are aware of their respective rights and responsibilities under N.J.S.A. 18A:6-7.6 et seq. The NJDOE shall post on its

website guidance documents and any other informational materials that may assist applicants and employers in the implementation of and compliance with N.J.S.A. 18A:6-7.6 et seq.

2. The NJDOE developed forms for applicants and employers may be used to comply with the requirements of Policy and Regulation 1613 and N.J.S.A. 18A:6-7.7, as well as any other forms necessary to carry out the provisions of N.J.S.A. 18a:6-7.6 et seq.

Adopted: September 25, 2018

R 1642 EARNED SICK LEAVE LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Retaliatory personnel action" means denial of any right guaranteed under the Act and any threat, discharge, including a constructive discharge, suspension, demotion, unfavorable reassignment refusal to promote, disciplinary action, sanction, reduction of

work hours, reporting or threatening to report the actual or suspected immigrant status of an employee or the employee's family, or any other adverse action against an employee. "Sibling" means a biological, foster, or adopted sibling of an employee.

"Spouse" means a husband or wife.

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

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

2. For every thirty (30) hours worked, the employee shall accrue one (1) hour of earned sick leave. The employer will not provide an employee their full complement of earned sick leave for a benefit year as required under N.J.S.A. 34:11D-2 on the first day of each benefit year in accordance with the Act.

3. The employer **will** ~~not~~ permit the employee to accrue or use in any benefit year, or carry forward from one benefit year to the next, more than forty (40) hours of earned sick leave.

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

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

As soon as they start it accrues after employment commences but no longer than 120 calendar days after employment commences.

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

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

6. Upon the mutual consent of the employee and employer, an employee may voluntarily choose to work additional hours or shifts during the same or following pay period, in lieu of hours or shifts missed, but shall not be required to work additional hours or shifts or use accrued earned sick leave. The employer may not require, as a condition of an employee using earned sick leave, that the employee search for or find a replacement worker to cover the hours during which the employee is using earned sick leave.

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

8. If an employee is terminated, laid off, furloughed or otherwise separated from employment with the employer, any unused accrued earned sick leave shall be reinstated upon the re-hiring or reinstatement of the employee to that employment, within six (6) months of termination, being laid off or furloughed, or separation, and prior employment with the employer shall be counted towards meeting the eligibility requirements set forth in N.J.S.A. 34:11D-2.

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

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

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

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

b. Time needed for the employee to aid or care for a family member of an employee during diagnosis, care, or treatment of, or recovery from, the

family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member.

c. Absence necessary due to circumstances resulting from the employee, or a family member of an employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member; medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;

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

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

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

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

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

2. If an employee's need to user earned sick leave is foreseeable, the employer may will require advance notice, not to exceed seven (7) calendar days prior to the date the leave is to begin, of the intention to use the leave and its expected duration, and shall make a reasonable effort to schedule the use of earned sick leave in a manner that does not unduly disrupt the operations of the employer. If the reason for the leave is not foreseeable, the employer will require an employee to give notice of the intention as soon as practicable, if the employer has notified the employee of this requirement.

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

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

c. If the leave is permitted under N.J.SA, 34:11D-3.a(1) and C.l.a. above or N.J.S.A. 34:11D-3.a.(2) and C.l.b. above, documentation signed by a health care professional who is treating the employee or the family

member of the employee indicating the need for the leave and, if possible, number of days of leave, shall be considered reasonable documentation.

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

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

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

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

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

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

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

disclosed except to the affected employee or with the written permission of the affected employee.

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

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

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

2. There shall be a rebuttable presumption of an unlawful retaliatory personnel action under N.J.S.A. 34:11D-4 whenever the employer takes adverse action against an employee within ninety (90) days of when that employee:

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

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

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

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

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

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

4. Any violator of the provisions of N.J.S.A. 34:11D-4 shall be subject to relevant penalties and remedies provided by the "New Jersey State Wage

and Hour Law," N.J.S.A. 34:11D-45a et seq., including the penalties and remedies provided by N.J.S.A. 34:11-56a24, and relevant penalties and remedies provided by N.J.S.A. 2C:40A-2, for discharge or other discrimination.

5. The employer shall not, during the Public Health Emergency and State of Emergency declared by the Governor of New Jersey in Executive Order 103 of 2020 concerning the coronavirus disease 2019 pandemic, terminate or otherwise penalize an employee if the employee requests or takes time off from work based on the written or electronically transmitted recommendation of a medical professional licensed in New Jersey that the employee take that time off for a specified period of time because the employee has, or is likely to have, an infectious disease, as defined in N.J.S.A. 26:13-2, which may infect others at the employee's workplace.

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

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

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

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

1. The employer shall retain records documenting hours worked by employees and earned sick leave accrued/advanced, used, paid and paid out and carried over by/to employees, for a period of five (5) years, and shall, upon demand, allow the Department access to those records to monitor compliance with the requirements of the Act.

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

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

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

1. The employer shall provide notification, in a form issued by the Commissioner, to employees of their rights under the Act, including the amount of earned sick

leave to which they are entitled and the terms of its use and remedies provided by the Act to employees if the employer fails to provide the required benefits or retaliates against employees exercising their rights under the Act.

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

b. The employer shall also provide each employee with a written copy of the notification: not later than thirty (30) days after the form of the notification is issued; at the time of the employee's hiring, if the employee is hired after the issuance; and at any time, when first requested by the employee.

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

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

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

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

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

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

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

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

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

I. Severability – N.J.S.A. 34:11D-9

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

Adopted: 7 January 2020
Revised: 21 July 2021

R 1642.01 SICK LEAVE

A. Definitions – N.J.S.A. 18A:30-1.c. and 18A:30-4.i.

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

3. "Designated domestic violence agency" means a county-wide organization whose primary purpose is 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.

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

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

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

7. "Supervisor" means the building or district administrative staff member designated by the Superintendent who is responsible for supervising the employee.

B. Eligibility for Sick Leave – N.J.S.A. 18A:30-1

1. Sick leave is defined as the absence from an employee's post of duty, for any of the following reasons:

a. The employee is personally ill or injured;

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

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

d. Absence necessary due to circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member:

(1) Medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence;

(2) Services from a designated domestic violence agency or other victim services organization;

(3) Psychological or other counseling;

(4) Relocation; or

(5) Legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;

e. The death of a family member for up to seven days;

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

g. The school or place of care of a child of the employee is closed by order of a public official or because of a state of emergency declared by the Governor, due to an epidemic or other public health emergency; or

h. The employee has been exposed to a contagious disease or is quarantined for the disease in the employee's immediate household.

2. N.J.S.A. 18A:30-1, Policy 1642.01, and this Regulation shall not supersede any law providing collective bargaining rights for school district employees and shall not reduce, diminish, or adversely affect an employee's collective bargaining rights.

C. Physician's Certificate Required for Sick Leave – N.J.S.A. 18A:30-4

1. In case of sick leave claimed due to personal illness or injury, the Board of Education may require a physician's certificate to be filed with the Secretary of the Board in order to obtain sick leave.

2. If an employee's need to use sick leave as defined pursuant to N.J.S.A. 18A:30-1 and B. above is foreseeable, the Board requires advance notice, not to exceed seven calendar days, as determined by the Superintendent, prior to the date the leave is to begin, of the intention to use the leave and its expected duration, and the employee shall make a reasonable effort to schedule the use of sick leave in a manner that does not unduly disrupt the operations of the Board.

3. If the reason for the leave is not foreseeable, the Board of Education requires an employee to give notice of the intention as soon as practicable, provided the Board of Education has notified the employee of this requirement.

4. The Board may prohibit an employee from using foreseeable sick leave on certain dates, and require reasonable documentation if sick leave that is not foreseeable is used during those dates.

5. In case of sick leave claimed for three or more consecutive days, the Board may require reasonable documentation that the leave is being taken for a purpose permitted pursuant to N.J.S.A. 18A:30-1.a. and B.1. above.

6. If the leave is permitted under N.J.S.A. 18A:30-1.a.(2) or (3) and B.1.b. or c. above, documentation signed by a health care professional who is treating the employee or the family member of the employee indicating the need for the leave and, if possible, the number of days of leave, shall be considered reasonable documentation.

7. If the leave is permitted under N.J.S.A. 18A:30-1.a.(4) and B.1.d. above because of domestic or sexual violence, any of the following shall be considered reasonable documentation of the domestic or sexual violence:

   a. Medical documentation;

   b. A law enforcement agency record or report;

   c. A court order;

   d. Documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense;

   e. Certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or

   f. Other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney, or other professional who has assisted the employee or family member in dealing with the domestic or sexual violence.

8. If the leave is permitted under N.J.S.A. 18A:30-1.a.(7) and B.1.g. above, a copy of the order of the public official or the determination by the health authority shall be considered reasonable documentation.

D. Sick Leave Charges

1. An employee who is absent for 50 percent of their work day shall be charged a full sick day if the employee's reason for absence is covered by N.J.S.A. 18A:30-1.

2. A sick leave day once commenced may be reinstated as a working day only with the approval of the Superintendent or designee.

3. An employee absent on sick leave on a day when the school is closed early for emergency reasons will be charged with a full sick leave day.

4. An employee scheduled for a sick leave absence on a day on which the schools do not open because of an emergency will not be charged with a sick leave day.

E. Readmission After Disability

1. An employee absent on sick leave, covered under N.J.S.A. 18A:30-1.a.(1); (2); and (8) and B.1.a.; b.; and h., for more than five consecutive working days who wishes to return to work shall submit the signed statement of their physician or institution indicating the employee's fitness to perform their duties.

2. The Board may, at its discretion, require the employee submit to an examination by a physician or institution designated by the Board to confirm the information submitted by the employee's physician or institution.

   a. The Board shall bear the cost of the examination if the examination is performed by a physician or institution designated by the Board.

3. If the results of the examination conducted pursuant to paragraph E.2. above are inconsistent with the statement of the employee's physician in E.1. above, the employee and the Board shall agree to a third physician or institution to conduct the examination. The Board shall bear the cost of this third examination.

F. Accumulation of Sick Leave

1. If any employee requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years in accordance with N.J.S.A. 18A:30-3.

G. Exhaustion of Sick Leave

1. The Superintendent or designee shall monitor employee accumulated sick leave and charge an employee's accumulated sick leave.

a. Sick leave will be charged, first, to the sick leave newly available in the employee's current contract year and, when that sick leave entitlement is exhausted, to the employee's accumulated sick leave.

H. Records

1. The personnel file of each person employed by this district will include an accurate record of the employee's use and accumulation of sick leave days.

a. The Superintendent or designee will maintain the employees record of accumulated sick leave in accordance with Policy 1642.01 and this Regulation.

2. Each employee's attendance record will record the reason for any absence.

Adopted: 16 August 2023

R 2200 CURRICULUM CONTENT

Courses of study and instructional materials and programs shall be designed to eliminate discrimination on the basis of any of the protected categories listed at N.J.A.C. 6A:7-1.1(a) and promote understanding and mutual respect between children.

The Superintendent or designee shall develop a procedure to address and eliminate any possible bias in the curriculum.

Issued: 3 November 2009
Revised: 19 July 2016
Revised: 13 August 2024

R 2230 COURSE GUIDES

A course guide will be prepared for each course of study to be taught in this district. Course guides should be planned and organized to provide sequential learning experiences in the grade levels concerned.

A. Preparation

1. Course guides are best developed with the assistance of the teaching staff members who will use them. Accordingly, appropriate staff representatives will be appointed to committees to study, revise, and/or develop course guides.

B. Content

1. Content standards should be broad statements related to district educational goals and arising from the philosophy of the course.

2. Performance indicators should be specific statements of behavioral objectives, that is, the concepts, skills, attitudes, and appreciation's to be achieved. The degree of specificity should be consistent with the nature of the course.

3. Teaching strategies should include, where appropriate, specific instructional methods/modalities, the time to be spent on tasks, recommended student activities, and resources.

4. Evaluation techniques should include such specific techniques as sample tests, suggested projects or performance outcomes, and individual study.

C. Implementation

Teachers will adhere to the content of course guides in accordance with Policy No. 2230.

Issued: 3 November 2009

R 2260 EQUITY IN SCHOOL AND CLASSROOM PRACTICES COMPLAINT PROCEDURE

A. Purpose and Application

1. The purpose of this procedure is to give any student or the parent(s) of a student the opportunity to appeal an alleged violation of the district's Affirmation Action Plan for school and classroom practices, as set forth in Policy No. 2260.

2. This procedure is intended to facilitate an equitable and just resolution of a dispute at the most immediate level and will be implemented in an informal manner.

3. Every reasonable effort will be made to expedite the process in the interest of a prompt resolution. Time limits may, however, be extended with the consent of all parties.

4. All participants in the procedure will respect the confidentiality that this district accords to information about individual students.

B. Definitions

1. "Affirmative Action Officer" means the district official responsible for the coordination of activities relating to compliance with the Affirmative Action Plan.

2. "Affirmative Action Plan" means the Affirmative Action Plan for school and classroom practices adopted by the Board of Education.

3. "Board of Education" means the Board of Education of this ŧ school district.

4. "Complainant" means a student or parent(s) who believes that they have been harmed or adversely affected by a failure to enforce the district's Affirmative Action Plan.

5. "Complaint" means an unresolved problem concerning the interpretation or application by an officer or employee of this school district of law and regulations regarding the Affirmative Action Plan.

6. "Day" means a working or calendar day as identified.

7. "Student" means an individual enrolled in any formal educational program provided by the school district.

8. "School district" means this school district.

9. "Violation" means the failure of a district official or employee to take the positive steps outlined in Policy No. 2260 and/or included in the Affirmative Action Plan.

C. Procedure

1. A complainant shall discuss their complaint with the staff member most closely involved in an attempt to resolve the matter informally.

2. If the matter is not resolved to the satisfaction of the complainant within thirty working days of the discussion with the staff member most closely involved, the complainant may submit a written complaint to the Affirmative Action Officer. The complaint may be reported: in person; in writing; verbally by telephone; by mail to the office address; or by electronic mail. The complaint may be reported during business or non-business hours.

3. The complaint shall include:

   a. The student's name and, in the complaint of a person acting on behalf of the student, the name and address of the complainant,

   b. The specific failure to act of which the complainant complains

   c. The school employee, if any, responsible for the alleged violation of the Affirmative Action Plan,

   d. The results of discussions conducted in accordance with C1. above and

e. The reasons why the results of the discussions were ~~are~~ not satisfactory to the complainant.

~~4~~3. The Affirmative Action Officer will investigate the matter informally and will respond to the complaint in writing no later than seven working days after receipt of the complaint filed in accordance with C.2. above. A copy of the complaint and the response will be forwarded to the Superintendent.

~~5~~4. The Affirmative Action Officer's written response may be appealed to the Superintendent in writing within three working days after it has been received by the complainant. The appeal will include the original complaint, the response to the complaint, and the complainant's reason for rejecting the response. A copy of the appeal must be given to the staff member alleged to have violated the Affirmative Action Plan.

~~6~~5. On their ~~his/her~~ timely request (that is, submitted before the expiration of the time within which the Superintendent must render a decision), the complainant will be given an informal hearing before the Superintendent, at a time and place convenient to the parties, but no later than seven working days after the request for a hearing has been submitted. The Superintendent may also require the presence at the hearing of the staff member charged with violation of the Affirmative Action Plan and any other person with knowledge of the violation.

~~7~~6. The Superintendent will render a written decision in the matter no later than seven working days after the appeal was filed or the hearing was held, whichever occurred later. Copies of the decision will be given to all parties and to the Board.

7. The complainant may appeal the Superintendent's decision to the Board by filing a written appeal with the Board Secretary no later than three working days after receipt of the Superintendent's decision. The appeal shall include:

a. The original complaint;

b. The response to the complaint;

c. The Superintendent's decision;

d. A transcript of the hearing, if one has been made, or a summary of the hearing to which all parties have consented; and

e. The complainant's reason for believing the Superintendent's decision should be changed.

~~9~~8. A copy of the appeal to the Board must be given to the staff member, if any, charged with a violation of the Affirmative Action Plan.

~~10~~9. The Board will review all papers submitted and may render a decision on the basis of the proceedings below. If the complainant so requests, the Board may convene a hearing, at which all parties may be represented by counsel and may present and examine witnesses, who will testify under oath.

~~11~~10. The Board will render a written decision no later than forty-five calendar days after the appeal was filed or the hearing held, whichever occurred later. Copies of the decision will be given to all parties.

12~~11~~. The complainant will be informed of their ~~his/her~~ right to appeal the Board's decision to the Commissioner of Education or to the New Jersey Division on Civil Rights.

D. Record

1. The records of any complaint processed in accordance with this procedure shall be maintained in a file separate from the student's cumulative file. A notation shall be made in the student's file of the presence of the record in the separate file.

2. A copy of the decision rendered at the highest level finding a violation of the Affirmative Action Plan has occurred shall be kept in the personnel file of the employee found to have committed a violation of the Affirmative Action Plan.

Issued: 3 November 2009
Revised: 13 August 2024

R 2330 HOMEWORK

A. Content of Homework

1. Any homework assigned to students must be closely integrated with the curriculum. There should be a direct relationship between classroom studies and assigned homework. Homework should reinforce and extend the lessons learned in school.

2. Homework should help students learn by providing practice in the mastery of skills, experience in gathering information and integrating knowledge, and an opportunity to remediate learning problems.

3. Homework should help develop the student's responsibility and provide an opportunity for the student to exercise independent work and judgment.

4. The concepts on which a homework assignment is based should have been thoroughly taught and reviewed in class. Homework assignments should include only those exercises and activities that a student can accomplish independently.

5. Homework assignments should not require the use of research or resource tools that are not readily available in the students' homes or in sufficient quantity in the public or school library, or available for borrowing from the classroom.

6. Homework assignments should not require extensive copy work unless the writing of numbers or script is the skill being taught.

7. Homework must never serve a punitive or disciplinary function; learning, in school or at home, must always be a positive experience, rewarding for its own sake.

B. Assignment of Homework

1. The number, frequency, and degree of difficulty of homework assignments should be based on the ability and needs of the individual student.

2. Homework should be assigned with clarity so that students know precisely what is expected of them. It may be helpful for teachers to post the homework assignment at the beginning of the class period and to encourage students to ask questions about any aspect of the assignment they do not fully understand.

Homework should never be assigned hurriedly or in a confused manner. All homework is to be posted on school website.

3. Teachers should observe the following guidelines for the introduction and assignment of homework. Time allotments include all aspects of the homework assignment--outside reading, research, drill work, and the like.

   a. Kindergarten

      Home experiences related to classroom lessons should be assigned to students when appropriate.

   b. Grades 1, 2, and 3

      Formal homework assignments should be introduced in grade one. Lessons should be geared to the needs and abilities of individual students. The amount of time allocated should increase through the grades from ten to thirty minutes no more than two times per week in grades one and two, and three times per week in grade three.

   c. Grades 4, 5 and 6

      Homework should be regularly scheduled, should require no more than sixty minutes of preparation daily, and should be based on the needs and abilities of individual students. Grade level teachers will coordinate homework assignments.

4. To the degree reasonably possible, teachers should plan and announce homework assignments, especially long term assignments, well in advance so that students can adjust their schedules appropriately.

5. Students should be encouraged or required to maintain a homework assignment book, in which the student records his/her daily assignment. Students and parent(s) or legal guardian(s) may be asked to record the time necessary to complete each assignment; this information will assist teachers in verifying their estimates of the length of time a given assignment will require.

6. A student who has been absent from school will be given an opportunity to make up homework assignments, provided the assignments are completed during a period equal to the length of his/her absence. That period may be extended for the completion of long term assignments.

7. The parent(s) or legal guardian(s) of an absent student may request homework assignments to be completed during the student's absence. Teachers are expected to comply with any such request. Homework assignments will be provided to parents at 3:15 p.m. each day of the student's absence.

8. Students absent from school due to vacation will be provided with the homework assignment following their return to school.

C. Evaluation of Homework

1. All homework must be evaluated by the teacher and the teacher's evaluation must be communicated to the student. Homework is not a learning activity if the student receives no acknowledgment of his/her work and no appraisal or criticism of it.

2. Teachers should insist on high standards of quality in homework. The homework lesson should teach the values of thorough preparation, careful research, neat execution, thoughtful work, and prompt submission.

D. Checklist for Teachers

Teachers should be able to answer affirmatively the following questions about a homework assignment.

1. Does the homework serve a valid purpose?

2. Is it well within the capacities of the student?

3. Has the class been thoughtfully motivated for the work?

4. Does the assignment grow out of school experience?

5. Is the work related to students' interests? Is it interesting?

6. Does the assignment extend students' fund of information?

7. Is the work adapted to individual needs, interests, and capacities?

8. Are students entirely clear about what they are to do?

9. Can the students do the work without the assistance of parent(s) or legal guardian(s) or others?

10. Is the assignment a reasonable one and evenly scheduled in view of the student's home conditions?

11. Does the assignment minimize the temptation merely to copy information?

12. Can the homework be evaluated fairly and/or be used in the daily program?

Issued: 3 November 2009

R 2340 FIELD TRIPS

A. Definition

A "field trip" is any journey by a group of students away from the school premises that has been duly approved in accordance with Policy No. 2340. A school sponsored trip taken by students as part of a co-curricular activity or a class trip is not a field trip and is governed instead by Regulation No. 5850.

B. Approval of Trips

1. A teacher shall request approval of a specific field trip by submitting a written application to the Building Principal no less than thirty working days prior to the date of the anticipated trip. Field trip application forms are available in the Main office.

2. The field trip application will include:

   a. Proposed date of the trip (which should be checked in advance against the school calendar) and any alternate date(s);

   b. The proposed destination and, if the destination is not generally known, its description and the reason it is selected by the teacher;

   c. The relationship of the trip to curriculum goals and objectives;

   d. The location of the destination;

   e. Transportation arrangements, the estimated cost of transportation;

   f. The time of departure and the estimated time of return to the school;

   g. Admission fees and tolls, if any; and

   h. Provisions for meals, if any are required.

3. The Building Principal may deny a field trip request when:

   a. The application is incomplete;

   b. The anticipated cost is excessive;

   c. The proposed trip bears insufficient relationship to the curriculum;

   d. The students involved will have been taken from the class for the trip and other activities for an excessive amount of time;

   e. The trip conflicts with other scheduled events or with other demands on school buses;

   f. The trip will bring elementary students back to the school later than the usual dismissal time;

   g. The trip will occur during an exam period or immediately before the end of a marking period; or

   h. The destination and trip activity are inappropriate choices for students of the age and maturity typical of the class.

4. The teacher will be given written approval or denial of the teacher's request for a field trip. A denial of approval will include the reason(s) for the denial.

C. Planning and Preparation

1. Each teacher who plans a field trip should take the following preliminary steps:

   a. Determine that the proposed trip is the best method available for achieving the desired learning outcomes;

   b. Consult the school calendar for any conflicts with the projected date of the field trip and for any clusters of field trips on or about that date;

   c. Gather the information necessary to fill out the field trip application form; and

   d. Complete and submit the form.



2. If the field trip is approved, the teacher should take the following preparatory steps:

   a. Discuss the proposed trip with students, giving particular attention to;

      (1) The purpose of the trip and its relationship to the course of study,

      (2) What in the trip the students should give particular attention to and ask questions about,

      (3) Any reports, note taking, sketching, or the like students should accomplish on the trip,

      (4) The assignment of background materials and research to enhance the value of the trip, and

      (5) Rules of conduct and expected behaviors, both at the trip destination and in transit to and from the destination.

   b. Distribute and collect a permission slip for each student who will participate in the trip. The slip must be signed by the student's parent(s) or legal guardian(s). The slip will include notice of:

      (1) The date, departure time, and return time;

      (2) The destination and its location;

      (3) The name of the teacher in charge;

      (4) The means of transportation; and

      (5) The purpose of the trip.

      Signed permission slips will be filed with the teacher, who will file them until the end of the school year.

   c. Make arrangements for travel and inform the Transportation Committee of those arrangements.

   d. Arrange with officials at the point of destination for:



(1) The students' admission;

(2) The provision of any materials that will enhance the trip;

(3) The services of guides, if necessary; and

(4) The provision of meals, if necessary.

e. Arrange for chaperones, who may be other teaching staff members or volunteer parent(s) or legal guardian(s), and apprise them of their responsibilities (see paragraph D below).

f. If unfamiliar with trip destination, make a reasonable effort to visit the premises to become acquainted with points of interest, special features, potential problem areas, and the food and restroom accommodations.

g. Notify other teachers or departments, as appropriate, of the nature of the field trip and the students involved in the trips:

(1) To permit other teachers to plan for the absences; and

(2) To encourage other teachers to incorporate the field trip experience in their lesson plans.

h. Prepare a roster of students who will participate in the field trip.

i. Make alternate educational arrangements for any students who will not participate in the field trip.

j. Ascertain whether any student participating in the field trip will or may require medication in the course of the trip and arrange for the presence of the school nurse, a registered nurse, or the student's parent(s) or legal guardian(s) to administer the medication, except where students are allowed to self administer medication under statutory authority. If none can be present, report the matter to the Principal who may deny the student's participation.

3. On the day of the field trip, the teacher will:

a. If the weather is inclement and the trip is to take place out of doors or involves transportation that might be made hazardous by the weather.

(1) Check with the Building Principal who may determine to cancel or postpone the trip.

(2) If the trip is canceled or postponed, promptly inform chaperones.

b. Take attendance and deliver to the Main office a roster of the students who are actually leaving on the field trip.

c. Ascertain that the full complement of assigned chaperones is present and prepared.

d. Ascertain that all students participating in the field trip have left the school by the arranged method of transportation. Only in exceptional circumstances, approved in advance by the Building Principal, may students be delivered directly to the destination by means other than those arranged by the teacher.

e. Take all reasonable steps to assure that students profit educationally from the trip.

f. Make no change or substitutions in the trip itinerary unless an emergency has occurred (see paragraph E following).

g. Ascertain that all students participating in the field trip have left the destination by the arranged method of transportation. Only in exceptional circumstances, approved in advance by the Building Principal, or in an emergency may students be taken from the destination by means other than those arranged by the teacher.

h. If the trip will bring students back to school after the end of the school day, ascertain that the Principal will remain on the premises until the student's return or has appointed an emergency coordinator to remain on school premises. Plan to stay at the school or assign a chaperone to stay at the school until the last student has been picked up or has departed for home by his/her regular transportation.

D. Chaperones

1. The teacher in charge of the trip is responsible for appointing and training chaperones. Chaperones should be persons known to the teacher to be responsible, dependable, and comfortable with children of the student's age and maturity.

2. Chaperones will be assigned a specific group of students and are accountable for the welfare of those students. Students must not be left unattended; if the chaperone must briefly leave his/her assigned students, the chaperone should ask the teacher or another chaperone to take his/her place for the absence.

3. Smoking and the use of alcohol or drugs or the possession of weapons is prohibited for both students and chaperones.

4. Prior to their arrival at the destination, chaperones should inform the students in their charge of:

   a. The conduct expected of them,

   b. The time and place of departure, and

   c. Any other information necessary to the conduct of the trip, such as meal arrangements and the location of restrooms.

5. Chaperones should attempt to regulate student conduct. Any significant or persistent disciplinary problem should be reported to the teacher for appropriate action.

E. Emergencies

The following guidelines will be followed in the event of an emergency during a field trip.

1. An emergency on a school bus will be governed by the procedures set forth in Regulation No. 8630.

2. In the event a student is lost or missing, and all reasonable efforts to find him/her have failed, the teacher shall call the Principal for further instruction.

3. In the event of a medical emergency, the teacher shall summon first aid and/or ambulance services. Any medical emergency shall be immediately reported to the Principal. Within twenty-four hours of the trip, the teacher shall file with the Principal a full written report of the emergency and the steps taken to protect the victim's health and safety.

4. In the event of a delay that will bring students back to school later than anticipated and after the end of the school day, the teacher will, as soon as he/she can estimate the actual time of arrival, call the Principal or a person designated by the Principal to remain at the school as emergency coordinator. The Principal or emergency coordinator will:



a. Inform parent(s) or legal guardian(s) of the delay by telephone;

b. Make the school facilities available to waiting parents or legal guardians;

c. Remain at the telephone to answer incoming calls; and

d. Confer with the teacher to be certain all students have been safely dispatched.

F. Overnight Trips

1. A field trip that will remove students from the district overnight must be specifically approved by the Board. The request and approval procedures outlined in paragraph B6 above must be followed.

2. All of the provisions of this regulation are applicable to overnight field trips.

3. Students and their parent(s) or legal guardian(s) may be required, as a condition of their participation in the trip, to attend a meeting at which they will be informed of the:

a. Purpose of the trip;

b. The particulars of the trip such as itinerary, departure and return times, duration, overnight accommodations, and points of interest;

c. Rules of conduct and behavior expectations, both on the trip and at the destination;

d. Need, if any, for special clothing, supplies, apparatus, or equipment; and

e. Costs, if any, of the trip.

G. Follow-up and Evaluation

1. The teacher in charge of the field trip should express his/her appreciation to:

a. The chaperones, both lay and professional;

b. The officials and guides at the destination; and

c. Any other persons or representatives who assisted in the conduct of the trip.

2. The teacher in charge should incorporate the field trip experience into student's learning by:

   a. Conducting a discussion and a critical evaluation of the experience;

   b. Encouraging creative projects on themes experienced on the field trip;

   c. Testing students on information gained and attitudes formed; and/or

   d. Assigning students written reports or presentations on the experience.

3. The teacher will assist the Principal in a critical evaluation of the trip by filing a written report of the trip that includes its benefits and drawbacks. The report should address these questions, as appropriate to the trip:

   a. Was the destination the best choice for the teaching purpose served?

   b. Were there sufficient materials available to students as background for the trip?

   c. Did the trip experiences encourage new understandings, impart new knowledge, or stimulate students to new activity?

   d. Did the trip experience relate to other school learning experiences?

   e. Did the trip impart accurate information and a truthful picture?

   f. Were the students exposed to any hazard to their physical or emotional well-being?

   g. Was the trip worth the time and expense?

   h. Were there any serious problems with student conduct and management?

   i. To what extent, if any, did the trip generate cooperation and a positive relationship between the school and the community?

R 2361 ACCEPTABLE USE OF COMPUTER NETWORK/COMPUTERS AND RESOURCES

The school district provides computer equipment, computer services, and Internet access to its students and staff for educational purposes only. The purpose of providing technology resources is to improve learning and teaching through research, teacher training, collaboration, dissemination and the use of global communication resources.

For the purpose of this Policy and Regulation, "computer networks/computers" includes, but is not limited to, the school district's computer networks, computer servers, computers, other computer hardware and software, Internet equipment and access, and any other computer related equipment.

For the purpose of this Policy and Regulation, "school district personnel" shall be the person(s) designated by the Superintendent of Schools to oversee and coordinate the school district's computer networks/computer systems. School district personnel will monitor networks and online activity, in any form necessary, to maintain the integrity of the networks, ensure proper use, and to be in compliance with Federal and State laws that regulate Internet safety.

Due to the complex association between agencies and computer networks/computers and the requirements of Federal and State laws, the end user of the school district's computer networks/computers must adhere to strict regulations. Regulations are provided to assure staff, community, students, and parent(s) or legal guardian(s) of students are aware of their responsibilities. The school district may modify these regulations at any time. The signatures of the student and his/her parent(s) or legal guardian(s) on a district-approved Consent and Waiver Agreement are legally binding and indicate the parties have read the terms and conditions carefully, understand their significance, and agree to abide by the rules and regulations established under Policy and Regulation No. 2361.

Students are responsible for acceptable and appropriate behavior and conduct on school district computer networks/computers. Communications on the computer network/computers are often public in nature and policies and regulations governing appropriate behavior and communications apply. The school district's networks, Internet access and computers are provided for students to conduct research, complete school assignments, and communicate with others. Access to computer networks /computers is given to students who agree to act in a considerate, appropriate, and responsible manner. Parent(s) or legal guardian(s) permission is required for a student to access the school district's computer networks/computers. Access entails responsibility and individual users of the district computer network/computers are responsible for their behavior and communications over the computer networks/computers. It is

presumed users will comply with district standards and will honor the agreements they have signed and the permission they have been granted. Beyond the clarification of such standards, the district is not responsible for the actions of individuals utilizing the computer networks/computers who violate the policies and regulations of the Board.

Computer network/computer storage areas shall be treated in the same manner as other school storage facilities. School district personnel may review files and communications to maintain system integrity, confirm users are using the system responsibly, and ensure compliance with Federal and State laws that regulate Internet safety. Therefore, no person should expect files stored on district servers will be private or confidential.

The following prohibited behavior and/or conduct using the school district's networks/computers, includes but is not limited to the following:

1. Sending or displaying offensive messages or pictures;

2. Using obscene language and/or accessing material or visual depictions that are obscene as defined in section 1460 of Title 18, United States Code;

3. Using or accessing material visual depictions that are child pornography, as defined in section 2256 of Title 18, United States Code;

4. Using or accessing material or visual depictions that are harmful to minors including any pictures, images, graphic image file or other material or visual depiction that taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;

5. Depicting, describing, or representing in a patently offensive way, with respect to what is suitable for minors, sexual acts or conduct; or taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

6. Cyberbullying;

7. Inappropriate online behavior, including inappropriate interaction with other individuals on social networking sites and in chat rooms;

8. Harassing, insulting or attacking others;

9. Damaging computers, computer systems or computer networks/computers;

10. Violating copyright laws;

11. Using another's password;

12. Trespassing in another's folders, work or files;

13. Intentionally wasting limited resources;

14. Employing the networks/computers for commercial purposes; and/or

15. Engaging in other activities that do not advance the educational purposes for which computer networks/computers are provided.

Internet Safety

Compliance with Children's Internet Protection Act

As a condition for receipt of certain Federal funding, the school district has technology protection measures for all computers in the school district, including computers in media centers/libraries, that block and/or filter material or visual depictions that are obscene, child pornography and harmful to minors as defined in 2, 3, 4, 5, 6 and 7 above and in the Children's Internet Protection Act. The school district will certify the schools in the district, including media centers/libraries are in compliance with the Children's Internet Protection Act and the district complies with an enforces Policy and Regulation 2361.

Compliance with Neighborhood Children's Internet Protection Act

Policy 2361 and this Regulation establishes an Internet safety protection policy and procedures to address:

1. Access by minors to inappropriate matter on the Internet and World Wide Web;

2. The safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications;

3. Unauthorized access, including “hacking” and other unlawful activities by minors online;

4. Cyberbullying;

5. Inappropriate online behavior, including inappropriate interaction with other individuals on social networking sites and in chat rooms;

6. Unauthorized disclosures, use, and dissemination of personal identification information regarding minors; and

7. Measures designed to restrict minors access to materials harmful to minors.

Notwithstanding the material or visual depictions defined in the Children's Internet Protection Act and the Neighborhood Children's Internet Protection Act, the Board shall determine Internet material that is inappropriate for minors. The Board will provide reasonable public notice and will hold one annual public hearing during a regular monthly board meeting or during a designated special board meeting to address and receive public community input on the Internet safety policy - Policy and Regulation 2361. Any changes in Policy and Regulation 2361 since the previous year's annual public hearing will also be discussed at a meeting following the annual public hearing.

Information Content and Uses of the System

Students may not publish on or over the system any information which violates or infringes upon the rights of any other person or any information which would be abusive, profane or sexually offensive to reasonable person, or which, without the approval of the Superintendent of Schools or designated school district personnel contains any advertising or any solicitation to use goods or services. A student cannot use the facilities and capabilities of the system to conduct any business or solicit the performance of any activity, which is prohibited by law.

Because the school district provides, through connection to the Internet, access to other computer systems around the world, students and their parent(s) or legal guardian(s) should be advised the Board and school district personnel have no control over content. While most of the content available on the Internet is not offensive and much of it is a valuable educational resource, some objectionable material exists. Even though the Board provides students access to Internet resources through the district's computer networks/computers with installed appropriate technology protection measures, parents and students must be advised potential dangers remain and offensive material may be accessed notwithstanding the technology protection measures taken by the school district.

Students and their parent(s) or legal guardian(s) are advised some systems and Internet sites may contain defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or otherwise illegal or offensive material. The Board and school district personnel do not condone the use of such materials and do not permit usage of such materials in the school environment. Parent(s) or legal guardian(s) having Internet access available to their children at home should be aware of the existence of such materials and monitor their child's

access to the school district system at home. Students knowingly bringing materials prohibited by Policy and Regulation 2361 into the school environment will be disciplined in accordance with Board policies and regulations and such activities may result in termination of such student's accounts or access on the school district's computer network and their independent use of computers.

On-line Conduct

Any action by a student or other user of the school district's computer networks/computers that is determined by school district personnel to constitute an inappropriate use of the district's computer networks/computers or to improperly restrict or inhibit other persons from using and enjoying those resources is strictly prohibited and may result in limitation on or termination of an offending person's member's access and other consequences in compliance with Board policy and regulation. The user specifically agrees not to submit, publish, or display any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or otherwise illegal or offensive material; nor shall a user encourage the use, sale, or distribution of controlled substances. Transmission of material, information or software in violation of any local, state or federal law is also prohibited and is a breach of the Consent and Waiver Agreement.

Students and their parent(s) or legal guardian(s) specifically agree to indemnify the North Caldwell School District and school district personnel for any losses, costs, or damages, including reasonable attorney's fees incurred by the Board relating to, or arising out of any breach of this section by the student.

Computer networks/computer resources are to be used by the student for his/her educational use only; commercial uses are strictly prohibited.

Software Libraries on the Network

Software libraries on or through the school district's network are provided to students as an educational resource. No student may install, upload, or download software without the expressed consent of appropriate school district personnel. Any software having the purpose of damaging another person's accounts or information on the school district computer networks/computers (e.g., computer viruses) is specifically prohibited. School district personnel reserve the rights to refuse posting of files and to remove files. School district personnel further reserve the right to immediately limit usage or terminate the student's access or take other action consistent with the Board's policies and regulations of a student who misuses the software libraries.



Copyrighted Material

Copyrighted material must not be placed on any system connected to the networks/computers without authorization. Students may download copyrighted material for their own use in accordance with Policy and Regulation 2531, Use of Copyrighted Materials. A student may only redistribute a copyrighted program with the expressed written permission of the owner or authorized person. Permission must be specified in the document, on the system, or must be obtained directly from the author or authorized source.

Public Posting Areas (Message Boards, Blogs, Etc.)

Messages are posted from systems connected to the Internet around the world and school district personnel have no control of the content of messages posted from these other systems. To best utilize system resources, school district personnel will determine message boards, blogs, etc. that are most applicable to the educational needs of the school district and will permit access to these sites through the school district computer networks. School district personnel may remove messages that are deemed to be unacceptable or in violation of Board policies and regulations. School district personnel further reserve the right to immediately terminate the access of a student who misuses these public posting areas.

Real-time, Interactive, Communication Areas

School district personnel reserve the right to monitor and immediately limit the use of the computer networks/computers or terminate the access of a student who misuses real-time conference features (talk/chat/Internet relay chat).

Electronic Mail

Electronic mail ("email") is an electronic message sent by or to a person in correspondence with another person having Internet mail access. The school district may or may not establish student email accounts. In the event the district provides email accounts, all messages sent and received on the school district computer networks/computers must have an educational purpose and are subject to review. Messages received by a district-provided email account are retained on the system until deleted by the student or for a period of time determined by the district. A canceled account will not retain its emails. Students are expected to remove old messages within fifteen days or school district personnel may remove such messages. School district personnel may inspect the contents of emails sent by a student to an addressee, or disclose such contents to other than the sender or a recipient when required to do so by the policy, regulation or other laws and regulations of the State and Federal governments. The Board reserves the right to cooperate fully with local, state, or federal officials in any investigation concerning or

relating to any email transmitted or any other information on the school district computer networks or computers.

Disk Usage

The district reserves the right to establish maximum storage space a student receives on the school district's system. A student who exceeds his/her quota of storage space will be advised to delete files to return to compliance with the predetermined amount of storage space quotas. A student who remains in noncompliance of the storage space allotment after seven school days of notification may have their files removed from the school district's system.

Security

Security on any computer system is a high priority, especially when the system involves many users. If a student identifies a security problem on the computer networks/computers, the student must notify the appropriate school district staff member. The student should not inform other individuals of a security problem. Passwords provided to students by the district for access to the district's computer networks/computers or developed by the student for access to an Internet site should not be easily guessable by others or shared with other students. Attempts to log in to the system using either another student's or person's account may result in termination of the account or access. A student should immediately notify the Principal or designee if a password is lost or stolen, or if they have reason to believe that someone has obtained unauthorized access to their account. Any student identified as a security risk will have limitations placed on usage of the computer networks/computers or may be terminated as a user and be subject to other disciplinary action.

Vandalism

Vandalism to any school district owned computer networks/computers may result in cancellation of system privileges and other disciplinary measures in compliance with the district's discipline code. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the system, or any of the agencies or other networks/computers that are connected to the Internet backbone or of doing intentional damage to hardware or software on the system. This includes, but is not limited to, the uploading or creation of computer viruses.

Printing

The printing facilities of the computer network/computers should be used judiciously. Unauthorized printing for other than educational purposes is prohibited.



Internet Sites and the World Wide Web

Designed school district personnel may establish an Internet site(s) the World Wide Web or other Internet locations. Such sites shall be administered and supervised by the designated school district personnel who shall ensure that the content of the site complies with federal, state and local laws and regulations as well as Board policies and regulations.

Violations

Violations of the Acceptable Use of Computer Networks/Computers and Resources Policy and Regulations may result in a loss of access as well as other disciplinary or legal action. Disciplinary action shall be taken as indicated in Policy and/or Regulation 2361, Acceptable Use of Computer Networks/Computers and Resources, 5600, Student Discipline/Code of Conduct, 5610, Suspension and 5620, Expulsion as well as possible legal action and reports to the legal authorities and entities.

Determination of Consequences for Violations

The particular consequences for violations of this policy shall be determined by the Principal or his/her designee. The Superintendent or designee and the Board shall determine when school expulsion and/or legal action or actions by the authorities are the appropriate course of action.

Individuals violating this policy shall be subject to the consequences as indicated in Board Policy and Regulation 2361 and other appropriate discipline, which includes but are not limited to:

1. Use of Computer Network/Computers only under direct supervision;
2. Suspension of network privileges;
3. Revocation of network privileges;
4. Suspension of computer privileges;
5. Revocation of computer privileges;
6. Suspension from school;
7. Expulsion from school; and/or
8. Legal action and prosecution by the authorities.

Decisions of the Computer Systems Technician may be appealed in accordance with Policy No. 5710 Student Grievances.

Issued: 3 November 2009
Revised: 13 November 2012

R 2411 GUIDANCE AND COUNSELING

A. Counseling Services

1. The purpose of guidance and counseling services is to assist students in self-examination, self-evaluation, and analysis of alternatives so that each student can benefit most fully from his/her education and life experiences.

2. Counseling services will include:

   a. Personal/social development including adjustment to situational problems, understanding of the consequences of personal behavior, and referral to assistance where appropriate, and

   b. Crisis counseling to assist students undergoing extreme emotional reactions that disrupt immediate functioning, including post-crisis planning and referral for treatment as necessary.

3. All counseling services shall be free of bias on the basis of race, color, creed, religion, national origin, ancestry, age, marital status, affectational or sexual orientation, gender, gender identity or expression, socioeconomic status, or disability.

B. Consulting Services

1. The purpose of consulting services is the improvement of the instructional program and the delivery of educational services by the collaboration of those staff members responsible for the instructional program and the development of individual students.

2. Consulting services will include:

   a. Identification of the needs of students,

   b. Identification, evaluation, and program implementation of students with special needs,

   c. Development and implementation of preventive and supportive programs to address such problems as student attendance, violence, and suicide,

d. Alerting professional staff to the purposes, functions, and availability of guidance and counseling services,

e. Encouragement of cooperation among teaching staff members and parent in resolving individual student problems and addressing student needs, and

f. Establishment and maintenance of fruitful relationships with state and local agencies for the purpose of professional referral and the sharing of experiences.

Issued: 3 November 2009
Revised: 19 July 2016

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 Kindergarten through grade six or special education student in grades K through six, 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 Superintendent 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 cumulative school days during the school year.

2. The Superintendent 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 Superintendent.

3. The Superintendent 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 pursuant to N.J.A.C. 6A:14 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 to N.J.A.C. 6A:14.

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Revised: 5 May 2015

R 2414 AT RISK STUDENTS

A. Assessment

1. School district personnel will use a variety of tests and/or assessments to determine if a student should be categorized as at risk of not meeting the proficiencies of the New Jersey Core Curriculum Content Standards.

2. Information regarding the district's assessment program, along with interpretive materials, will be released to the public as required by rules of the State Board of Education.

B. Basic Skills Improvement Program

The Basic Skills Improvement Program to be prepared and recommended to the Board for submission to the County Superintendent will provide for:

1. The enrollment in preventive and remedial programs shall be required for students at risk who do not meet New Jersey Curriculum Content Standards Assessments;

2. The screening of students, within one month of enrollment, to determine whether they should be enrolled in preventive and remedial programs;

3. Supplemental instructional and related activities and services responsive to identified deficiencies and designed to meet the academic, social, economic, and environmental needs of students;

4. Evaluation of the progress of students toward proficiency in meeting the New Jersey Core Curriculum Content Standards;

5. Evaluation of the effectiveness of the district at risk program, in terms of student gains and other relevant factors;

6. A detailed budget for the administration, personnel, supplies, equipment, training of staff, and health and community services required for the at risk program;

7. Both the student and the student's parent(s) or legal guardian(s) will be notified of the student's need for at risk education. Notification will be made in writing in

the language or mode of communication that is understood by the student and the parent(s) or legal guardian(s);

8. Continuing communication between teaching staff members and the parent(s) or legal guardian(s) of students receiving at risk education;

9. Programs and services may be offered during the regular school day; and

10. The Board shall provide training for the staff necessary to implement the programs and services for students at risk.

R 2415.20 EVERY STUDENT SUCCEEDS ACT COMPLAINTS

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

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

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

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

   a. The alleged ESSA violation;

   b. A description of previous steps taken to resolve the matter: The facts supporting the alleged violation; and

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

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

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

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

   a. The date the complaint was received;

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

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

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

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

5. The Executive County Superintendent will coordinate the investigation of a complaint. When the investigation is complete, the County Superintendent will notify the complainant in writing regarding the outcome of the investigation.

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

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

b. If the complainant is not satisfied with the determination that is made by the Executive County Superintendent the complainant may submit a written request for review of that determination to the Assistant Commissioner, Division of Learning Supports and Specialized Services via email as essa@doe.nj.gov with subject line "ESEA Complaint Decision Review" or via hard copy at the following address

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

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

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

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

   a. The alleged ESSA violation;

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

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

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

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

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

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

   a. The date the complaint was received;

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

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

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

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

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

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

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

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

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

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Revised: 21 July 2021

R 2417 STUDENT INTERVENTION AND REFERRAL SERVICES

A. Establishment of Intervention and Referral Services

The Superintendent of Schools will establish and implement in each school building in which general education students are served a coordinated system for planning and delivering intervention and referral services designed to assist students who are experiencing learning, behavior, or health difficulties and to assist staff who have difficulties in addressing students' learning, behavior, or health needs in accordance with the requirements of N.J.A.C. 6A:16-8.1 and 6A:16-8.2.

B. Functions of Intervention and Referral Services

1. The Principal in each school building in which general education students are served will establish an Intervention and Referral Services (I&RS) Team. The I&RS Team will be comprised of the following:

   a. The Principal or a member of the teaching staff other than special education teaching staff member, who is appointed by the Principal to act on his/her behalf and with his/her authority, shall act as chairperson;

   b. A member of the Child Study Team (CST) or an educational services staff member;

   c. The staff member who referred the student in need of assistance or identified a school issue for discussion; and

   d. Such other school staff members as may effectively aid in the development and implementation of the assistance plan for a particular student.

2. The district will provide support, guidance, and professional development to school staff members who participate in each school's system for planning and providing intervention and referral services.

C. Student Referral

1. A student not known to have a disability who is experiencing learning, behavior, or health difficulties shall be referred to the I&RS Team. This referral may be made by any school staff member or by the student's parent. The student's parent shall be informed of any such referral.

a. The district will provide support, guidance, and professional development to school staff members on identifying student learning, behavior, and health difficulties.

2. When it appears that a referred student may have a disability, the I&RS Team shall refer the student to the CST for evaluation pursuant to Policy 2460 for a determination of the student's eligibility for special education and/or related services.

3. The I&RS Team shall consult with the student's teacher(s), parent and any school staff member as appropriate to identify and collect information on the learning, behavior and health difficulties of the student.

4. The school nurse may be requested to review the student's health records and inform the Principal of any health condition relevant to the student's difficulties. Any information regarding any infection with HIV virus or AIDS may be released only with the written permission of the adult student or the student's parent.

5. As appropriate, the I&RS Team may consult with community-based social and health agencies that provide services to the student or the student's family.

6. The I&RS Team shall determine if the student's learning, behavior, and/or health difficulties may be helped with a written action plan.

D. Intervention and Referral Services Action Plans

The I&RS Team shall develop and implement a written action plan for referred students that provide for appropriate school or community interventions or referrals to school and community resources, based on collected data and desired outcomes for the identified learning, behavior or health difficulties.

2. The intervention and referral services action plan shall:

a. Detail any modifications in the student's educational program which will include, but not be limited to, support and guidance to the student's teacher(s);

b. List the persons who will implement the action plan,

c. Include any recommendations for assessment and referral to specified school or community-based social and/or health provider agencies,

d. Document parental notification of the student's referral and any change in educational placement or the withholding of parental notification because child abuse was suspected or federal rules mandated confidentiality in an alcohol or drug related matter,

e. Involve the student's parent in the development and implementation of any intervention and referral services action plans by being offered an opportunity to provide input in the development and implementation of the action plan; and

f. Identify the I&RS Team member(s) who will coordinate the access to and delivery of school resources and services for achieving outcomes identified in the intervention and referral services action plan; and

g. Identify the I&RS Team member(s) who will coordinate the services of community-based social and health provider agencies and other community resources for achieving outcomes identified in the intervention and referral services action plan.

3 The implementation and effectiveness of each intervention and referral services action plan shall be reviewed by the I&RS Team within eight calendar weeks from the beginning of its implementation. The I&RS Team shall consult the referring school staff member and any other school staff members to access the effectiveness of the plan.

a. If the action plan not achieving the identified outcomes, the plan shall be modified to achieve the outcomes, as appropriate. If the review indicates the student may have a disability, the student shall be referred to the CST.

4. The I&RS Team may review any intervention and referral services action plan throughout the school year. However, at a minimum, the I&RS Team shall annually review all intervention and referral services action plans and the actions taken as a result of the school building's system of intervention and referral services, and make recommendations to the Principal for improving school programs and services, as appropriate.

E. Annual Reports

1. At the end of the school year, the Principal shall, in consultation with the I&RS Team, develop a report on the concerns and issues identified by the I&RS Team and the effectiveness of the services provided in achieving the outcomes identified in the intervention and referral services action plans. The report shall also include:

   a. A description of the needs and issues identified through referrals to the I&RS Team,

   b. An identification and analysis of significant needs and issues that could facilitate school planning for the subsequent year,

   c A description of activities planned in response to the needs and issues significant in school planning, and

   d Any other information the Principal or the I&RS Team determine would be beneficial to improving the school's system for planning and delivering intervention and referral services designed to assist students.

2. The Principal's report shall be provided to the Superintendent of Schools.

Issued: 3 November 2009
Revised: 24 February 2015

R 2418 SECTION 504 OF THE REHABILITATION ACT OF 1973 – STUDENTS

It is the policy of the Board of Education that no qualified student with a disability will, solely on the basis of disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity sponsored by this Board. The Board will also comply with the Individuals with Disabilities Education Act through the implementation of Policy 2460 and Regulations 2460 through 2460.16.

A. Definitions

1. "Accommodation" means a change in the educational setting, instructional strategies, materials, and/or supplementary/related aids and services that does not significantly alter the content of the curriculum or level of expectation for a student's performance, but which allows the student to access the regular general education curriculum.

2. "Act" means the Rehabilitation Act of 1973.

3. "Aids and Services" means aids and services designed to meet the individual student's educational needs to the same extent as the needs of students without disabilities are met. 34CFR §104.33

4. "Board" means the Board of Education of this school district.

5. "Complainant" means a parent of a student with a disability who files a grievance in accordance with the grievance procedure.

6. "Day" means either calendar or working day, as specified in the Act.

7. "Disability" means, with respect to an individual, that the individual meets on or more of the following three (3) prongs:

   a. A physical or mental impairment that substantially limits one (1) or more of the major life activities of such individual;

   b. A record of such an impairment; or

c. Being regarded as having such an impairment.

8. "District' means this school district.

9. "District 504 Coordinator" means the district official responsible for the coordination of activities related to compliance with the Act.

10. "FAPE" means free appropriate public education. FAPE consists of the provision of regular or special education and related aids and services designed to meet the educational needs of a student with a disability to the same extend as the needs of non-disabled students are met.

11. "Grievance" means an unresolved problem concerning the interpretation or application of law and regulations regarding discrimination by reason of a disability by an officer or employee of this district.

12. "Individuals with Disabilities in Education Act" (IDEA) identifies eligible children and young adults who have specific types of disabilities and, thus, require special education and related services. If they qualify, students receiving services through IDEA may also be eligible for services under Section 504 and ADA.

13. "Major life activities" means those of central importance to daily life and include, but are not limited to, functions such as: caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sitting, writing, standing, reaching, lifting, sleeping, bending, speaking, breathing, reading, concentrating, thinking, communicating, interacting with others, learning, and working. "Major life activities" also include physical or mental impairments that substantially limit the operation of a major bodily function, including, but not limited to: functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic musculoskeletal, reproductive systems, and the operation of an individual organ within a body system. 28 CFR §35.108; 28 CFR §36.105

14. "Mitigating measures" means steps taken to eliminate or reduce the symptoms or impact of an impairment. "Mitigating measures" include, but are not limited to: medication; medical equipment/appliances; mobility devices; low vision devices (not including ordinary eyeglasses or contact lenses); prosthetics (including limbs and devices); hearing aids, cochlear implants, or other implantable hearing

devices; oxygen therapy equipment and supplies; the use of assistive technology; reasonable modifications or auxiliary aids or services; learned behavioral or adaptive neurological modifications; and psychotherapy, behavioral, or physical therapies.
42 U.S.C. 126 §12102

a. Mitigating measures, must not be used when determining whether an impairment is a disability except for the use of corrective eyeglasses or contact lenses. Mitigating measures may be considered in assessing whether someone is entitled to reasonable accommodations or poses a direct threat.

15. "Physical or mental impairment" means any physiological disorder or condition such as, cosmetic disfigurement or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic and lymphatic, skin and endocrine; or any mental or psychological disorder such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities. 28 CFR §35.108(b)(2) and 28 CFR § 36.105(b)4

a. Physical or mental impairments may include, but are not limited to: contagious and noncontagious diseases and conditions; orthopedic, visual, speech, and hearing impairments; cerebral palsy; epilepsy, muscular dystrophy; multiple sclerosis; cancer; heart disease; diabetes; intellectual disability; emotional illness; dyslexia and other specific learning disabilities; Attention Deficit Hyperactivity Disorder (ADHD); Human Immunodeficiency Virus (HIV) (whether symptomatic or asymptomatic); tuberculosis; drug addiction; and alcoholism.

b. Physical or mental impairments do not include: transvestism; transsexualism; homosexuality or bisexuality; gender identity disorders; sexual behavior disorders; pedophilia; exhibitionism; environmental, cultural, and economic disadvantages; pregnancy; physical characteristics; personality traits or behaviors; normal deviations in height, weight, or strength; compulsive gambling; kleptomania; pyromania and psychoactive substance use disorders resulting from current illegal use of drugs.

c. An impairment that is episodic or in remission may be considered a "disability" if it would substantially limit a major life activity when active.

d. Not all impairments are disabilities.

16. "Qualified student with a disability" means a student with a disability at the preschool, elementary, or secondary level, who is (1) of an age at which students without disabilities are provided educational services; (2) of an age at which it is mandatory under State law to provide educational services to students with disabilities; or (3) a student to whom a State is required to provide a free appropriate public education under the Individuals with Disabilities Education Act (IDEA).

17. "Record of such an impairment" means has a history of, or has been misclassified as having a mental or physical impairment that substantially limits one or more major life activities.

18. "Regarded as having an impairment" means the individual establishes that he or she has been subjected to a prohibited action because of an actual or perceived physical or mental impairment, whether or not that impairment substantially limits or is perceived to substantially limit a major life activity.

a. For this prong only, the public entity must demonstrate the impairment is or would be both transitory (lasting or expected to last six (6) months or less) and minor to show an individual is not regarded as having such an impairment. 42 U.S.C. 126 § 12102(3)(B)

b. A public entity is not required to provide a reasonable modification to an individual meeting the definition of "disability" solely under the "regarded as" prong.

19. "Section 504" means Section 504 of the Act.

20. "Student" means an individual enrolled in any formal educational program provided by the school district.

21. "Substantially limits" means the extent to which the impairment limits a student's ability to perform a major life activity as compared to most people in the general population, whether or not an individual chooses to forgo mitigating

measures. 42 U.S.C. 126 § 12102 (4); 28 CFR §35.105(d). The rules of construction when determining whether an impairment substantially limits a student in a major life activity include:

a. That it is broadly construed in favor of expansive coverage, to the maximum extent permitted under the Act.

b. That it does not demand extensive analysis.

c. That it substantially limits one major life activity, but not necessarily other major life activities.

d. That it may be episodic or in remission, as long as the disability would substantially limit a major life activity when active.

e. That it need not prevent, or significantly or severely restrict, an individual from performing a major life activity.

f. That it requires an individualized assessment which does not create an "inappropriately high level of limitation" and is based upon the conditions, manner, or duration under which the individual can perform the major life activity 42 U.S.C. 12102(4)(B).

g. That it generally will not require scientific, medical, or statistical evidence (although such evidence can be required where appropriate – evidence that can be considered may include statements or affidavits of affected individuals and school records).

h. That the determination is made without regard to ameliorative effects of mitigating measures, except for the use of ordinary eyeglasses or contact lenses intended to fully correct visual acuity or eliminate refractive error. Non-ameliorative effects, such as the negative side effects of medication or a medical procedure, may also be considered.

i. That the effects of an impairment lasting or expected to last less than six (6) months can be substantially limiting for establishing a disability under the first two prongs: "actual disability" or "record of".

B. District 504 Coordinator – 34 C.F.R. § 104.7(a)

1. The District 504 Coordinator will be responsible for the initial evaluation of all allegations, reasonable accommodations (if required) and re-evaluations.

2. The District 504 Coordinator will comply with the mediation and due process requirements pursuant to N.J.A.C. 6A:14-2.6 and 6A:14-2.7 where applicable in cases arising from Section 504.

C. Educational Program

1. General

a. The Board will not, on the basis of a disability, exclude a student with a disability from a program or activity and will take into account the needs of such student in determining the aid, benefits, or services to be provided under a program or activity.

b. Identification for special education services under IDEA and accommodations under Section 504 are not mutually exclusive.

c. Students not otherwise eligible for special education programs and/or related services pursuant to N.J.A.C. 6A:14-1 et seq. may be referred to the District 504 Coordinator by the parent or staff member.

d. The Board will provide reasonable accommodation(s) to students with disabilities notwithstanding any program and/or related services required pursuant to N.J.A.C. 6A:14-1 et seq.

D. Free Appropriate Public Education (FAPE) – 34 CFR §1104.33

1. FAPE must be provided without cost to the student's parent, except for those fees imposed on a parent of a non-disabled student.

2. The district may place a student with a disability in or refer such student to a program other than one it operates as its means of carrying out the provisions of this Regulation.

a. The district will continue to maintain responsibility for ensuring the requirements of the Act are met in respect to any student with a disability so placed or referred.

b. The district will ensure adequate transportation to and from the program, provided at no greater cost than would be incurred by the parent if the student were placed in a program operated by the district.

(1) The administration will consider the proximity of any alternative setting to the student's home.

(2) If a public or private residential placement is necessary to provide FAPE to a student with a disability, the placement, including non-medical care, room and board, shall be provided at no cost to her/her parent.

E. Evaluation and Placement – 34 CFR §104.35

1. The Board will establish standards and procedures for initial evaluations and periodic re-evaluations of students who need or are believed to need special education and/or related services on the basis of disability.

a. Section 504 evaluations may encompass record and work sample review; direct observation in the natural setting; interviews with the student, parent and school personnel; and/or administration of assessment measures. They do not include independent evaluations.

b. It may be determined that additional data is required, including the administration of formal standardized instruments and data on conditions in remission or episodic in nature. Tests and other evaluation materials must meet the following criteria:

(1) Validated for the specific purpose for which they are used and administered by trained personnel;

(2) Tailored to assess specific areas of educational need and not merely those designed to provide a single intelligence quotient; and

(3) Accurately reflect aptitude or achievement or whatever else the tests purport to measure, rather than the student's impaired sensory, manual or speaking skills (unless the test is designed to measure those particular factors).

. In interpreting evaluation data and in making placement decisions, the district will:

a. Draw information from a variety of sources, including, but not limited to: aptitude and achievement tests, medical evaluations, teacher

recommendation, physical condition, social and cultural background and adaptive behavior;

b. Establish procedures to ensure that information obtained from all such sources is documented and carefully considered;

c. Ensure that placement decisions are made by a group of persons, including persons knowledgeable about the student, the meaning of the evaluation data and placement options; and

d. Ensure that placement decisions are made in conformity with this Regulation and 34 CFR §104.34.

3. The District 504 Coordinator will establish timelines for re-evaluations of students receiving reasonable accommodation(s). A parent may request a re-evaluation at any time upon written request to the District 504 Coordinator.

4. Copies of requests for evaluation and related documents will be maintained in a designated Section 504 file folder placed in the student's cumulative record.

F. Section 504 and Special Education

1. A student who qualifies for Section 504 services may not qualify for special education under IDEA; likewise, a student who qualifies under IDEA may not qualify under Section 504.

2. A referral for a Section 504 evaluation may be made concurrently with a pending special education evaluation. In such instances, the Section 504 evaluation should be conducted during the same timeline utilized for the special education assessment. Generally the Section 504 evaluation should be conducted in less than sixty days.

3. If a student is found eligible under Section 504 prior to the special education team's findings, a Section 504 Accommodation Plan will be developed pending the special education team's findings. If the student is then found eligible for special education, an Individualized Education Program (IEP) will be developed

and the IEP tam can incorporate into the IEP any accommodations/services provided in the Section 504 Accommodation Plan.

4. A separate Section 504 team meeting will be convened when a student is identified as eligible for special education and no longer requires accommodations/services under Section 504.

5. When an IEP team determines a student is not eligible or no longer eligible for special education, there may be circumstances when a Section 504 referral for evaluation may be appropriate and should be considered. The IEP team may document the student is being referred for a section 504 evaluation, and the eligibility evaluation shall be addressed in a separate Section 504 team meeting.

G. Section 504 Accommodation Plan

1. The District 504 Coordinator will assist in organizing a team of individuals responsible for receiving referral documents; securing evaluation information; and determining eligibility and appropriate accommodations, related aids or services for eligible students with disabilities. The team must be comprised of people who:

   a. Are knowledgeable about the student;

   b. Understand the meaning of evaluation data; and

   c. Are familiar with placement options.

2. The District 504 Coordinator, based on the evaluation of the student eligible for services under Section 504, will prepare a Section 504 Accommodation Plan which may include as relates to the student:

   a. Name;

   b. Date of birth;

   c. Current educational placement;

   d. Name of the District 504 Coordinator preparing the Section 504 Accommodation Plan;

   e. Disabling condition:

(1) Major life activity impaired;

(2) Educational impact; and

(3) Impact on related educational progress.

f. Accommodation (as appropriate):

(1) Physical and learning environment;

(2) Instructional;

(3) Behavioral;

(4) Evaluation;

(5) Medical; and/or

(6) Transportation.

g. Other:

(1) List of individuals participating in the development of the plan, along with their titles and the date(s) of their participation.

(2) Certification by the student's parent that he or she has participated in the development of the plan and provided consent to its implementation.

(3) A waiver of the fifteen (15) days' notice prior to the implementation of the plan by the parent if the plan is to be implemented sooner than the fifteen (15) days.

3. A Section 504 Accommodation Plan should not:

a. Modify the curriculum;

b. Exempt a student from a course or subject required for graduation;

c. Alter the level of expectation for a student's performance;

d. Provide an extended time accommodation only for standardized testing when it is not required as part of the regular program of evaluation;

e. Include any testing accommodations unless authorized by the testing agency; and

f. Assign responsibility for implementing Section 504 accommodations to another student.

4. A Section 504 Accommodation Plan should:

a. Directly relate to a student's identified needs;

b. Be specific, measurable, and tailored to meet student' identified needs to allow for consistent implementation;

c. Be written to incorporate specific symptoms, behavior, or triggers that elicit implementation of the accommodation or service if required only occasionally; and

d. Clearly state how much extended time is required based upon a student's identified needs, if the section 504 teams determines such an accommodation is appropriate.

5. Students needing medication:

a. Not all student needing medication administered by school staff will require a Section 504 Accommodation Plan. It is not necessary to qualify a student as having a disability that substantially limits a major life activity under Section 504 in order to provide a service that schools perform for all general education students.

b. A Section 504 referral with the potential for a subsequent Section 504 Accommodation Plan is appropriate when a student is found to have a disability that substantially limits a major life activity and needs medication administered on a systematic basis to receive equal access to the educational program.

H. Nonacademic/Extracurricular Services – 34 CFR §104.27

1. Nonacademic and Extracurricular Services may include counseling, physical recreational athletics, transportation, health services, recreational activities, special interest groups or school clubs, and/or referrals to agencies which provide assistance to students with disabilities and student employment.

2. The Board and administration will ensure that students with disabilities are not counseled toward more restrictive career objectives than are nondisabled students with similar interests and abilities.

3. The Board will provide to students with disabilities equal opportunity as afforded nondisabled students for participation in physical education courses, athletics and similar programs and activities.

   a. The district may offer students with disabilities physical education and athletic activities that are separate or different from those offered to nondisabled students only if the separation or differentiation is consistent with the requirements of 34 CFR §104.34 and only if no student with a disability is denied the opportunity to compete or to participate.

I. Grievance Procedure – 34 CFR §104.7(b)

1. This grievance procedure shall apply to a student with a disability alleging discrimination under the provisions of Section 504 of the Rehabilitation Act of 1973.

2. The parent who believes his or her child has a valid basis for a grievance under Section 504 shall file an informal complaint in writing with the District 504 Coordinator stating the specific facts of the grievance and the alleged discriminatory act.

3. The District 504 Coordinator will make reasonable efforts to resolve the matter informally by reviewing the grievance with appropriate staff including, but not limited: the Principal, Child Study Team staff and/or classroom teacher(s).

4. The District 504 Coordinator will investigate and document the complaint including dates of meetings, dispositions and date(s) of dispositions. The District 504 Coordinator will provide a written decision to the complainant within seven (7) working days of the written complaint.

5. If the complainant is not satisfied with the District 504 Coordinator's written decision, the complainant may appeal the decision in writing, setting out the circumstances that give rise to the alleged grievance. This written appeal must be filed with the District 504 Coordinator within three (3) working days of the complainant's receipt of the written decision. The written appeal must state the basis for the appeal and the remedy sought by the complainant.

6. The District 504 Coordinator will appoint a qualified hearing officer within seven (7) working days of the receipt of the written appeal. The hearing officer will conduct a hearing within seven (7) working days of receipt of the written appeal. The hearing officer will give the parent a full and fair opportunity to present evidence relevant to the issues raised under the initial grievance. The parent may, at his or her own expense, be assisted or represented by individuals of their choice, including legal counsel. The hearing officer will present a written decision to the District 504 Coordinator and aggrieved individual within seven (7) working days of the hearing.

7. The complainant may file a written appeal to the Board if not satisfied with the hearing officer's decision provided the written appeal is submitted to the Superintendent with three (3) working days of the complainant's receipt of the hearing officer's written decision. The Board may, but is not required to, conduct a Board hearing on the appeal.

8. The complainant may request mediation and due process in accordance with N.J.A.C. 6A:14-2.6 and 2.7 if unsatisfied with the written decision of the Board. If specifically requested by the parent, the aforementioned N.J.A.C. 6A:14-2.6 and 2.7 grievance procedures must be followed.

Adopted: 26 April 2017

R 2419 SCHOOL THREAT ASSESSMENT TEAMS

A. Definitions

1. "Aberrant behavior" means behavior atypical for the person or situation and causes concern for the safety or well-being of those involved. Aberrant behavior for an individual involves actions, statements, communications, or responses that are unusual for the person or situation; or actions which could lead to violence toward self or others; or are reasonably perceived as threatening or causing concern for the well-being of the person.

2. "Behavioral Threat Assessment and Management (BTAM)" means a proactive approach to identify, assess, and provide appropriate interventions and resources for individuals who display a behavior that elicits concern for the safety of themselves or others. (U.S. Secret Service National Threat Assessment Center.)

3. "Concerning behavior" means an observable behavior that elicits concerns in bystanders regarding the safety of an individual or those around them. Behaviors that may elicit concern can include unusual interests in violent topics, conflicts between classmates, increased anger, increased substance use, or other noteworthy changes in behavior (e.g., depression or withdrawal from social activities). Some concerning behaviors may be defined as prohibited behaviors and should trigger an immediate response. Prohibited behaviors can include threats, weapons violations, and other aggressive or violent behavior. Concerning behavior does not necessarily imply or predict that an individual or group will become violent. Instead, it serves as an indicator that the student may be in need of intervention or increased supports. Proactive intervention and de-escalation are key and should be part of any approach to violence prevention.

4. "Concerning communication" means unusual, bizarre, threatening, or violent communication made by an individual or a group that elicit concerns for the safety or wellbeing of the individual or others. Concerning communication may allude to violent intentions, violence as a means to solve a problem, justifying violent acts, unusual interest in weapons, personal grievances, or other inappropriate interests. Concerning communications may also allude to hopelessness or suicide. Concerning communications may be made in the form of written or oral statements, gestures, or visual/electronic media. Communications may be considered concerning regardless of whether a direct verbal threat is expressed. Concerning communication does not necessarily imply or predict that an individual or group will become violent. Instead, it serves as an indicator that the student may be in need of intervention or increased supports. Proactive intervention and de-escalation are key and should be part of any approach to violence prevention.

5. "Multidisciplinary Threat Assessment Team" means a team composed of highly trained school personnel with diverse positions, backgrounds, and experience. The team will receive reports about a concerning person and situations, gather additional information, assess the risk posed to the community, and develop intervention and management strategies to mitigate any risk of harm.

6. "Targeted violence" means a premeditated act of violence directed at a specific individual, group, or location regardless of motivation and generally unrelated to other criminal activity.

B. Multidisciplinary Threat Assessment Team

1. Threat Assessment Team Members

a. In accordance with N.J.S.A. 18A:17-43.4, the threat assessment team established by the Board of Education shall be multidisciplinary in membership and, to the extent possible, must include the following individuals:

(1) A Principal or other senior school administrator;

(2) A school psychologist, school counselor, school social worker, or other school employee with expertise in student counseling;

(3) A safe-schools resource officer or school employee who serves as a school liaison to law enforcement;

(4) The school safety specialist (designated pursuant to N.J.S.A. 18A:17-43.3); and

(5) A teaching staff member.

b. Additional school employees may serve as regular members of the threat assessment team or may be consulted during the threat assessment process, as determined to be appropriate by the team. If a student has an Individualized Education Program (IEP), 504 plan, and/or functional behavioral assessment (FBA) plan, the threat assessment team must consult with the appropriate staff or team to determine whether the reported behavior is already part of known baseline behavior or is already being managed under the student's IEP, 504 plan, or FBA plan and addressed in a manner that is required by N.J.A.C. 6A:14 and all other Federal and State special education laws.

c. The district may choose to name the threat assessment team in a manner that suits the school community needs.

2. Threat Assessment Team Structure

a. The district can structure the threat assessment teams to best meet the needs and resources available. This may include:

(1) School-Based Teams: The district may opt to develop teams for each school comprised of those members fulfilling the assigned roles identified in the law in each of its schools.

(2) District-Level Team: The district may choose to develop one central team designated to serve each school in cases where staffing at individual schools is not sufficient to meet the membership requirements of the law. In such cases, the district may choose to operate smaller teams trained in the threat assessment process in each school, which can screen cases to determine which situations to refer to the District-Level Team. If the district uses this model, the district must ensure representation of those staff members from the involved school as identified by the law to the fullest extent possible when conducting an assessment.

(3) District-Level Team and School-Based Teams: The district may have one central team that provides oversight, consistency, and accountability for all threat assessment processes including threats impacting the entire district. School-Based Teams address cases in each school building, while ensuring all information is shared with the District-Level Team.

C. Building a K-12 Behavioral Threat Assessment and Management Program

The district shall implement the following steps in developing a Behavioral Threat Assessment and Management Program.

1. Step 1: Establish a Multidisciplinary Team

a. Identify team membership pursuant to N.J.S.A. 18A:17-3.4.

b. Designate a team leader.

c. Establish team procedures and protocols.

d. Meet on a regular basis and as needed.

2. Step 2: Define Prohibited and Concerning Behaviors

   a. Establish policy defining prohibited behaviors

      (1) These definitions should be included in the code of student conduct policy and shared with staff, parents, and students.

   b. Identify other behaviors for screening or intervention.

   c. Define threshold for intervention.

      (1) The threshold should be relatively low so that teams can identify individuals in distress before the behavior escalates into a violent behavior.

3. Step 3: Create a Central Reporting Mechanism

   a. Establish one or more anonymous reporting mechanisms.

      (1) Examples include a mobile application, a dedicated email address or phone number, or on the district website.

   b. Provide training and guidance to encourage reporting.

      (1) Students, teachers, staff, school resource officers, and parents should be provided awareness training and guidance on recognizing behaviors of concern, their roles and responsibilities in reporting the behavior, and how to report the information.

   c. Ensure availability to respond.

   d. Utilize an Initial Report to collect the threat, concerning behavior, etc.

4. Step 4: Define Threshold for Law Enforcement Intervention

   a. Most reports can be handled by the School-Based Team.



b. Establish which behaviors should be referred for law enforcement intervention (e.g., physical violence, threats of violence, etc.).

5. Step 5: Establish Threat Assessment Procedures

a. Decide how to document cases.

b. Create procedures to screen reports, gather information, make assessments, and decide on interventions.

c. Develop/adapt threat assessment forms to organize information around the 11 Investigative Questions referenced in D.4. below.

6. Step 6: Develop Risk Management Options

a. Identify all available resources for creating individualized management plans.

(1) The resources and supports the student needs will differ depending on the information gathered during the assessment.

(2) Resources to assist the student could take the form of peer support programs or therapeutic counseling to enhance social learning or emotional competency, life skills classes, tutoring in specific academic subjects, or mental health care. Most programs and supports will be available within the school, but the team may need to also access community resources to assist with the managing the student. Identify resources to assist targets/victims.

(3) Make efforts to address the safety of any potential targets by altering or improving security procedures for schools or individuals and providing guidance on how to avoid the concerning person.

b. Establish points of contact for all resources.



7. Step 7: Create and Promote Safe School Climates

   a. Assess current school climate.

      (1) Anti-Bullying Bill of Rights Act (N.J.S.A. 18A:37-21) requires the school safety team in each school in the district "…to develop, foster, and maintain a positive school climate by focusing on the ongoing, systemic process and practices in the school and to address school climate issues…" and to "review and strengthen school climate and the policies of the school.

   b. Enhance current school climate.

   c. Strengthen students' connectedness.

      (1) Encourage teachers and staff to build positive, trusting relationships with students by actively listening to students and taking an interest in what students say.

   d. Break down "codes of silence" and help students feel empowered to come forward and share concerns and problems with a trusted adult.

   e. Identify clubs or teams at school students can join or encourage students to start their own special interest group.

8. Step 8: Conduct Training for all Stakeholders

   a. The training is for new threat assessment team members, refresher training, and professional development. This includes training on the screening and threat assessment forms and procedures.



b. Training must be coordinated with the New Jersey Department of Education (NJDOE), Office of School Preparedness and Emergency Planning (OSPEP) to ensure that the threat assessment team is able to accurately assess student behavior and to ensure that threat assessment teams do not have a disparate impact on students based on their race, ethnicity, homelessness status, religious belief, gender, gender identity, sexual orientation, or socioeconomic status. This training includes training on adverse childhood experiences, childhood trauma, cultural competency, and implicit bias.

c. Awareness training for students, teaching staff members, and all school staff members regarding the recognition of concerning or aberrant behavior in an individual that may represent a threat to the school community.

(1) Requests for awareness training can be coordinated by the district's School Safety Specialists through the OSPEP.

d. Training for parents and other community stakeholders to anonymously report dangerous, violent, or unlawful activity to the district or school.

D. Threat Assessment and Management Process

The district shall implement the following steps in the threat assessment and management process.

1. Step 1: Receive a Report of Concern

a. When the threat assessment team first learns of a new report of a threat or aberrant or concerning behavior, the team (or one member of the team) should collect initial intake information about the behavior, the concerning person (i.e., the person who engaged in the threatening behavior; the person to be assessed), and other information that is readily available.

2. Step 2: Screen the Case

   a. Screen for imminency (of the threat or concerning behavior) and whether there is a need for a full threat assessment.

      (1) If the threat assessment team believes the report does present an imminent danger or safety concern, immediately notify law enforcement. Once the emergency has been contained, the team should complete a full threat assessment and make all necessary notifications (i.e., anyone that is or may be directly impacted).

   b. If the team does not believe the report presents an imminent danger or safety concern, determine if there is a need for full threat assessment. If not, document the initial report and screening.

   c. If there is a need for a threat assessment, the team shall proceed with a full threat assessment using the steps outlined in D.3. through 8. below.

   d. The district's Title IX Coordinator must be notified immediately if a report involves sexual harassment, sexual assault, dating violence, stalking, or a domestic violence assault, or if engagement in these actions is uncovered when gathering additional information during the threat assessment process. Notifying the district's Title IX Coordinator is completed parallel to the threat assessment process and does not stop a team from moving forward with gathering information and initiating risk management strategies.

3. Step 3: Gather Information from Multiple Sources

   a. Gather information about the person displaying the concerning behavior and situation from various sources. These sources can include, but are not limited to, teachers, coaches, parents, and peers.



4. Step 4: Organize and Analyze

   a. Organize and analyze information using the 11 Investigative Questions detailed in the U.S. Secret Service and U.S. Department of Education threat assessment guide. The form is comprised of 11 investigative questions adapted from the U.S. Secret Services and U.S. Department of Education Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates and can be found at www.secretservice.gov/nod/2559.

5. Step 5: Make the Assessment

   a. Make an assessment about whether the individual of concern poses a threat of violence or self-harm, or if they are otherwise in need of intervention.

6. Step 6: Develop and Implement a Case Management/Intervention Plan

   a. Develop and implement a case management plan to reduce risk.

   b. As needed, refer individual of concern to the local mental health authority or healthcare provider for evaluation and/or treatment.

   c. As needed, refer individual of concern for a full and individual evaluation (FIE) for special education services.

7. Step 7: Re-Assess (Case Monitoring)

   a. Monitor, re-evaluate, and modify plan as needed to ensure that the identified intervention(s) is effective, and the individual of concern no longer poses a threat of violence or self-harm.

   b. Re-assessing the person of concern, going through the assessment questions again.

c. If there are still concerns, the team shall continue to monitor, adjust plan, and re-assess as needed until there is no longer a concern of harm to self and/or others, and the individual is on a better path.

8. Step 8: Document and Close the Case

a. When the team's assessment is that the concerning person no longer poses a threat of violence or self-harm, the team can close the case or place it on the in-active status.

b. The threat assessment team should be sure to document the case, including scheduling any future dates to check-in or follow-up, as needed.

c. The documentation should be stored in a confidential file, with only authorized personnel having access.

E. Training

1. Each member of the threat assessment team must attend training in accordance with N.J.S.A. 18A:17-43.4. The district may also choose to provide awareness training to school community members on the threat assessment process. The awareness training is also outlined as part of one of the steps of the Building a K-12 Behavior Threat Assessment and Management Program.

2. Threat assessment team membership:

a. In accordance with N.J.S.A. 18A:17-43.4, the NJDOE shall provide training through the New Jersey School Safety Specialist Academy. All threat assessment team members must receive training consistent with the training and guidelines provided by the NJDOE. The school safety specialist, is a member of the threat assessment team and will assist in ensuring this training is provided to school staff in coordination with OSPEP.



b. Each new threat assessment team member must complete training by the OSPEP, which shall include training sessions as instructed by *Ontic/SIGMA as part of the Bureau of Justice Assistance (BJA) STOP School Violence Grant Program.*

c. The district shall determine membership on the threat assessment team in accordance with N.J.S.A. 18A:17-43.4, including adding and ensuring the training of new members, as needed. The district must ensure all threat assessment team members attend the required initial training and refresher training provided by OSPEP to advance their competency in conducting assessments.

(1) These trainings will be offered through the OSPEP for both in person and online platforms.

(2) Refresher training will be developed and facilitated by the OSPEP and will be made available through in-person and online platforms, as necessary.

3. Awareness Training for Other School Community Stakeholders

a. Request for awareness training for school staff members should be directed to the OSPEP email at school.security@doe.nj.gov, which will provide training or coordinate sessions with approved instructors from the U.S. Department of Homeland Security National Threat Evaluation and Reporting Office's Certified Master Training Program.

F. Other Considerations

1. Individualized Education Program (IEP) or 504 Plans

a. The district is required by law to meet the needs of students with special needs, who are afforded disciplinary protections not provided to the general education population, to reduce exclusionary practices for special

education students. When assessing a student whose behavior may pose a threat to the safety of the school community, in the case of a student with an IEP or 504 plan, the threat assessment team shall consult with the IEP team or 504 team to determine whether the aberrant or concerning behavior is a threat to school safety and is being properly addressed in a manner that is required by N.J.A.C. 6A:14 and all Federal and State special education laws. Working with the IEP team or 504 team, the threat assessment team shall determine if the behavior is part of known baseline behavior, or is already being managed under the student's IEP, 504 plan, or FBA plan. If the behavior is not consistent with baseline behaviors or is not able to be effectively managed through current programming, then a threat assessment would need to be conducted. A special education representative must be part of the team and shall engage throughout the process.

2. Allegations of Harassment, Intimidation, & Bullying (HIB) or Bias-Related Acts

   a. Should the threat assessment team become aware of an allegation of HIB when considering or conducting assessments, they must follow Policy 5512 for addressing allegations of HIB in alignment with the Anti-Bullying Bill of Rights Act. Additionally, during the threat assessment process, it is important to recognize that the student may need remedial services (e.g., counseling) to address behavior that may have prompted the need for the threat assessment and to ensure their well-being.

   b. Should a threat assessment team become aware of a bias-related act, they should implement Policy and Regulation 8465 on reporting bias-related acts to law enforcement in accordance with the Memorandum of Agreement Between Education and Law Enforcement Officials and Policy and Regulation 9320.



3. Information Sharing

   a. The Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA) are two Federal laws protecting the privacy of an individual's personal records. FERPA refers specifically to educational records while HIPAA refers to medical records. Questions and concerns about FERPA and/or the HIPAA protections often arise as part of the threat assessment planning process. It is critical that threat assessment teams understand how to balance the safety of the school with the privacy of individual students. These laws should not be an impediment to threat assessment and management.

   b. Threat assessment teams should consult with the Board Attorney on these elements as needed.

4. Family Education Rights & Privacy Act (FERPA) – Educational Records

   a. FERPA is a Federal law that protects the privacy of student education records. FERPA does, however, authorize school officials to disclose information without consent in emergency situations where the health and/or safety of students is at risk. Relevant information can be released to law enforcement, public health, and medical officials, as well as other schools in the event a student transfers or matriculates. The U.S. Department of Education would not find a school in violation of FERPA for disclosing FERPA-protected information under the health or safety exception as long as the school had a rational basis, based on the information available at the time, for making its determination that there was an articulable and significant threat to the health or safety of the student or other individuals.

5. Health Insurance Portability and Accountability Act (HIPAA) – Medical and Mental Health Records



a. HIPAA protects the confidentiality of information in health records. Confidentiality is held by the patient, not the mental health provider. In cases where HIPAA applies, the following strategies below may assist threat assessment teams in eliminating potential barriers to critical data collection:

(1) Ask permission from the student and parent to disclose medical records;

(2) Provide information to health and mental professionals; and

(3) Ask about duty to warn or duty to protect.

b. Additionally, medical and mental health providers may disclose protected health information when disclosure:

(1) Is necessary to prevent or lessen a serious and imminent threat to health or safety of patient or others and is to someone reasonably able to prevent or lessen the threat; and

(2) May include disclosure to law enforcement, or others who can mitigate the threat and disclosure must be consistent with applicable law and standards of ethical conduct.

6. Record Keeping

All documentation from the threat assessment process must be maintained in a confidential and secure location. Maintaining records and preserving evidence throughout the process, assists in the establishment of a legal and behavioral justification for the intervention. Records may be electronic or paper and must be maintained in accordance with record retention rules established by the Department of Treasury.

Adopted: 16 August 2023



R 2423 BILINGUAL EDUCATION

A. Definitions – N.J.A.C. 6A:15-1.2

1. "Alternate English language proficiency assessment" (alternate ELP assessment) means a New Jersey Department of Education (Department)-approved assessment for students with the most significant cognitive disabilities that assesses a student's English language proficiency (ELP) on the four domains of listening, speaking, reading, and writing, and that is aligned with the English Language Development (ELD) standards and the Individuals with Disabilities Education Act (IDEA).

2. "Bilingual education program" means a full-time language instruction educational program (LIEP) in all courses or subjects provided in accordance with N.J.S.A. 18A:35-18. Students in a bilingual education program receive instruction in the primary language of multilingual learners (ML) enrolled in the program and in English, while also receiving English as a second language (ESL) instruction. Educators use the primary language of instruction to enhance literacy in the primary language and as a support in the development of listening, speaking, reading, and writing skills in English. Students also receive instruction in the history and culture of the country, territory, or geographic area that is the native land of the parents and families of MLs enrolled in the program, and in the history and culture of the United States.

3. "Bilingual part-time program" means an instructional program alternative in which students receive their academic content area classes in English language arts (ELA) and mathematics instruction with a certified bilingual teacher who provides instruction in the primary language of the MLs in the program, as well as ESL instruction.

4. "Bilingual resource program" means an instructional program alternative in which students receive instruction and resources that are individualized for each student, daily instruction from a certified bilingual teacher in academic content areas as identified by the school district, as well as ESL instruction.

5. "Bilingual tutorial program" means an instructional program alternative in which students receive one period of instruction from a certified bilingual teacher in an academic content area required for graduation, a second period of tutoring in another required content area, as well as ESL instruction.

6. "Class period" means the time allocated for instruction in academic content areas as part of the regular school schedule for each day in session as set forth at N.J.A.C. 6A:32-8.3. In a block schedule, weekly instruction is equivalent to one class period for each day of school in a given week.

7. "Cut score" means the same as that term is defined pursuant to N.J.A.C. 6A:8-1.3.

8. "Dual language immersion program" means, for the purpose of meeting the LIEP requirements at N.J.S.A. 18A:35-18 and N.J.A.C. 6A:15, a full-time LIEP that provides students structured English language instruction and instruction in a second language in all academic content areas. MLs in the program receive instruction in their primary language, as well as ESL instruction. A dual language immersion program provides daily instruction in English and a minimum of fifty percent of instruction in the primary language of enrolled MLs. A dual language immersion program that is designed to support MLs is sometimes referred to as a two-way bilingual education program.

9. "Early Language Development Standards" means the preschool English language development standards for preschool students developed by WIDA. The standards correspond to five domains of children's development and learning: approaches to learning, language and communication development, cognition and general knowledge, physical well-being and motor development, and social and emotional development. The standards incorporated herein by reference, are published by the Board of Regents of the University of Wisconsin System, on behalf of the WIDA Consortium and are available at https://wida.wisc.edu/teach/early.

10. "Educational activities and programs" means the same as that term is defined pursuant to N.J.A.C. 6A:7-1.3.



11. "Educational equity" means the same as that term is defined pursuant to N.J.A.C. 6A:7-1.3.

12. "Educational needs" means the particular educational requirements of MLs; the fulfillment of which will provide them with equal educational opportunities.

13. "English as a second language (ESL) program" means a daily class period of second-language acquisition instruction within a LIEP and based on a student's English language proficiency that teaches the English language development standards and incorporates the cultural aspects of the students' experiences in their ESL instruction.

14. "English language development standards" or "ELD standards" means the 2020 Amplification of the English Language Development Standards, Kindergarten – Grade 12 incorporated herein by reference, as amended and supplemented, developed by WIDA. They are the standards and language competencies in listening, speaking, reading, and writing that MLs in preschool programs, and elementary and secondary schools, need to become fully proficient in English and to have unrestricted access to grade-appropriate instruction in challenging academic content areas. The standards are a version of ELA that have been crafted to address the specific developmental stages of students learning English. The standards are published by the Board of Regents of the University of Wisconsin System, on behalf of the WIDA Consortium (www.wida.us) and are available for review at https://wida.wisc.edu/sites/default/files/resource/WIDA-ELD-Standards-Framework-2020.pdf.

15. "English language proficiency assessment" or "ELP assessment" means a Department-approved assessment that evaluates a student's English language proficiency on the four domains of listening, speaking, reading, and writing, and that is aligned with the ELD standards.

16. "English language services" means services designed to improve the English language skills of MLs. The services, provided in school districts with less than ten MLs in Kindergarten through twelfth-grade, are part of the regular school program and are designed to develop proficiency in the ELD standards.

17. "Equal educational opportunity" means the same as that term is defined pursuant to N.J.A.C. 6A:7-1.3.

18. "Exit criteria" means the criteria that must be applied before a student may be exited from a LIEP.

19. "High-intensity ESL program" means an instructional program alternative in which students receive two or more class periods each day in session of ESL instruction. One period is the standard ESL class, and the other period is a tutorial or ESL reading class.

20. "Instructional program alternative" means a LIEP, other than bilingual education and/or dual language immersion, that may be established by the Board of Education in consultation with, and approval of, the New Jersey Department of Education through a waiver request pursuant to N.J.S.A. 18A:35-18. All students in an instructional program alternative receive an ESL class period each day in session.

21. "Language instruction educational program" or "LIEP" means the program of services in which a ML receives instruction and support to develop and attain English language proficiency while meeting or exceeding the New Jersey Student Learning Standards (NJSLS) in academic content areas. MLs in a LIEP develop proficiency in the English language while they develop skills and knowledge within the academic content areas. A LIEP includes the services that all MLs are entitled to receive, pursuant to N.J.S.A. 18A:35-16 and N.J.A.C. 6A:15. LIEP includes "programs of bilingual education," pursuant to N.J.S.A. 18A:35-16, and "instructional alternative programs," pursuant to N.J.S.A. 18A:35-18.

22. "Multicultural curriculum" means the same as that term is defined pursuant to N.J.A.C. 6A:7.

23. "Multilingual learner" or "ML" means a student whose primary language is not English, who is identified through the process set forth in N.J.A.C. 6A:15, and who is developing proficiency in multiple languages (e.g., English and a primary language). The term is synonymous with "English learner" or "English language learner".



24. "Newcomer" means any student born outside of the United States who has recently arrived in the United States. Newcomer is an umbrella term that includes a heterogenous group of immigrants; some newcomers may also be MLs or students with interrupted formal education (SIFE).

25. "NJSLS" means the New Jersey Student Learning Standards as defined at N.J.A.C. 6A:8-1.3.

26. "Parent(s)" means the natural or adoptive parent, legal guardian, surrogate parent appointed pursuant to N.J.A.C. 6A:14-2.2, or a person acting in the place of a parent (such as a grandparent or stepparent with whom the student lives or a person legally responsible for the student's welfare). Unless parental rights have been terminated by a court of appropriate jurisdiction, the parent retains all rights pursuant to N.J.A.C. 6A:32. In addition, a resource family parent may act as a parent pursuant to N.J.A.C. 6A:32 if the parent's authority to make education decisions on the student's behalf has been terminated by a court of appropriate jurisdiction.

27. "Primary language" means the language or mode of communication in which a ML is most fluent or speaks more regularly than any other language. In the case of a student, the primary language is the language normally used by the student's parent.

28. "Sheltered English instruction" means an instructional program alternative to make academic instruction in English understandable to MLs. Sheltered English classes are taught by classroom teachers who deliver instruction in English, may not hold a bilingual/ESL endorsement, but have received training on strategies for instructional adaptation, pursuant to N.J.A.C. 6A:8-1.3, to make academic content areas comprehensible for MLs.

29. "State Seal of Biliteracy" means a recognition awarded pursuant to N.J.A.C. 6A:8-5.3.

30. "Statewide home-language survey" or "Statewide HLS" means a standardized questionnaire developed by the Department for school districts to use to help identify which students are potential MLs and which students will require a record review and an ELP assessment to determine whether they are eligible for placement in a LIEP.



31. "Student with interrupted formal education" or "SIFE" means a ML in grades four to twelve who has experienced disruptions in their formal education that took place outside of the United States.

B. Identification of Eligible Multilingual Learners – N.J.A.C. 6A:15-1.3

1. The school district shall use, at the time of enrollment, the multi-step process set forth at N.J.A.C. 6A:15-1.3(a)1 through (a)3 and B.1.a. through B.1.c. below to identify MLs enrolled in the school district.

a. The district shall administer to each student enrolled in the school district the Statewide HLS. The district shall use the Statewide HLS to determine which students in preschool to twelfth-grade have a primary language(s) other than English and, therefore, may be a ML. The Statewide HLS shall be completed, in writing, or by verbal interview by an individual with knowledge of the student, such as a parent(s), trained school district personnel, or a bilingual or ESL teacher;

b. Following the administration of the Statewide HLS, the district shall conduct a records review process to determine whether the student is a ML.

(1) The records review process may include, but is not limited to, reviewing available information about the student's overall academic performance from current or prior years; observations of teaching staff members who have worked with the student; interviews with the student or the student's parent or family in their primary language; and/or additional school records as needed in compliance with State and Federal student privacy laws; and

c. The district shall then determine the English language proficiency of all Kindergarten to twelfth-grade students who are found eligible through N.J.A.C. 6A:15-1.3(a)1 or (a)2 and B.1.a. or B.1.b. above and whose primary language is other than English by administering an ELP assessment. Students who do not meet the Department-established cut score on the ELP assessment shall be considered MLs and shall be offered entry into the district's LIEP.

(1) Preschool students who are identified, pursuant to the processes set forth at N.J.A.C. 6A:15-1.3(a)1 and (a)2 and B.1.a. and B.1.b. above, as having a primary language other than English shall be identified as MLs. Prior to the start of their Kindergarten year, the district shall administer an ELP assessment to preschool MLs as part of the screener process to determine the ML's English language proficiency level.

(2) The district shall also use age-appropriate methodologies to identify preschool MLs to determine their individual language development needs.

2. The district shall maintain a roster indicating all identified students whose primary language is other than English and who are MLs.

C. Board Requirements, Including Language Instruction Educational Programs for Multilingual Learners – N.J.A.C. 6A:15-1.4

1. The district shall provide all preschool to twelfth-grade MLs enrolled in the school district pursuant to N.J.S.A. 18A:7F-46 and 18A:7F-54 with equal educational opportunities and all educational activities and programs, including required courses and support services defined at N.J.A.C. 6A:15-1.4(b) through (e) and C.2. through C.5. below to prepare MLs to meet or exceed the NJSLS for high school graduation. The instructional opportunities shall be designed to assist MLs to fully comprehend all subject matter and demonstrate their mastery of all NJSLS academic content areas.

a. Instructional opportunities may also include individualized and targeted supports, as needed by MLs.

b. The district shall ensure that all educational services, activities, and programs incorporate a linguistically and culturally responsive, multicultural curriculum in accordance with N.J.S.A. 18A:35-4.35, 18A:35-4.36, and 18A:35-4.36a. to ensure educational equity aligned to the Board of Education's Comprehensive Equity Plan, pursuant to N.J.A.C. 6A:7.

2. The Board shall provide all MLs with a LIEP.

   a. The Board shall provide appropriate instructional programs to preschool MLs pursuant to N.J.A.C. 6A:15-1.4(c) and C.3. below.

   b. Whenever there are twenty or more MLs in Kindergarten through twelfth-grade in any one language classification enrolled in the school district, a LIEP shall include bilingual education or dual language immersion programs pursuant to N.J.A.C. 6A:15-1.4(e) and C.5. below, unless waived pursuant to N.J.A.C. 6A:15-1.15 and N. below.

   c. Whenever there are ten or more MLs in Kindergarten through twelfth-grade enrolled in the school district, an ESL program shall be provided.

   d. Whenever there are at least one, but fewer than ten MLs in Kindergarten through twelfth-grade enrolled in the school district, the Board shall provide the MLs with English language services. English language services shall be provided as part of the regular school program.

   e. Instructional program alternatives may be implemented pursuant to N.J.A.C. 6A:15-1.15 and N. below.

3. The Board shall provide appropriate instructional programs to eligible preschool MLs based on the New Jersey Preschool Program Implementation Guidelines and the New Jersey Preschool Teaching and Learning Standards of Quality, pursuant to N.J.A.C. 6A:13A – Elements of High-Quality Preschool Programs.

   a. A program that meets the New Jersey Preschool Teaching and Learning Standards of Quality and is approved, pursuant to N.J.A.C. 6A:13A, will be considered a preschool LIEP.

4. The Board shall establish bilingual education or dual language immersion programs whenever there are twenty or more MLs in any one language classification enrolled in the school district in Kindergarten through twelfth-grade, pursuant to N.J.S.A.18A:35-18. Bilingual education or dual language immersion programs shall:

a. Be designed to prepare MLs to acquire sufficient English knowledge and skills to meet the NJSLS. All MLs participating in bilingual and dual language immersion programs shall also receive a class period of ESL instruction each day in session;

b. Include a curriculum that is aligned to the NJSLS and the ELD standards and includes primary language instruction delivered to further master literacy in the primary language and as a support in the development of English proficiency;

c. Include the full range of required courses and activities offered on the same basis and under the same rules that apply to all students within the school district; and

d. Utilize a curriculum for bilingual education programs that is adopted by the Board.

5. The Board shall provide at least one class period of ESL instruction each day in session based on a student's English language level to all MLs placed in a LIEP.

a. The Board shall develop and adopt an ESL curriculum that addresses the ELD standards to address the instructional needs of MLs.

b. The ESL curriculum shall be cross-referenced to the school district's bilingual education and academic content area curricula to ensure that ESL instruction is correlated to all academic content areas taught.

6. The Board may establish dual language immersion programs to meet the requirement at N.J.A.C. 6A:15-1.4(b)2. and C.2.b. above and N.J.S.A. 18A:35-15 through 18A:35-26.

a. Dual language immersion programs shall be designed to help students achieve proficiency in English and in a second language while mastering academic content area skills.

b. Instruction shall be in all courses or subjects of study that allow students to meet all grade promotion and graduation standards.

c. Classes in dual language immersion programs shall be comprised of at least fifty percent MLs.



d. The program may be coordinated with the school district's world languages program.

e. Dual language immersion programs that are not established to provide the LIEP services required pursuant to N.J.S.A. 18A:35-15 through 18A:35-26 do not have to comply with the requirements of N.J.A.C. 6A:15, Policy 2423, and this Regulation.

7. The Board may establish a newcomer program for a limited duration in time to address the needs of recent immigrant students, particularly SIFEs, before the students transition to a general education classroom. A high-quality newcomer program shall:

a. Be age-appropriate;

b. Include content that relates to the NJSLS;

c. Include social-emotional learning; and

d. Include courses that are credit-bearing and count toward graduation pursuant to N.J.A.C. 6A:8, or promotion requirements to allow students to meet grade-level standards within a reasonable period of time.

8. The Board shall offer sufficient courses and other relevant supplemental instructional opportunities in grades nine through twelve to enable MLs to meet or exceed the NJSLS for graduation. When sufficient numbers of students are not available to form a bilingual class in an academic content area, the Board shall develop, in consultation with and approved by the Department, plans to meet the needs of the students.

9. In addition to N.J.A.C. 6A:15-1.4(a) through (h) and C.1. through C.8. above, the Board shall design additional programs and services to meet the special needs of eligible MLs. The additional programs and services shall include, but not be limited to, individualized and targeted supports through Title I programs; special education; career and technical education programs; gifted and talented education services; supports to help MLs earn a State Seal of Biliteracy pursuant to N.J.A.C. 6A:8-5.3; and individualized learning opportunities pursuant to N.J.A.C. 6A:8-5.1.

10. The Board may establish a program in bilingual education or dual language immersion for any language classification with fewer than twenty students.

11. The Board shall establish a process for how MLs in high school may meet the world language or ELA course graduation requirements, pursuant to N.J.A.C. 6A:8-5.1, by applying credits earned in an ESL course. The Board shall verify on a student's record that the applicable ESL credits meet or exceed the NJSLS at the high school level.

D. Approval Procedures – N.J.A.C. 6A:15-1.5

1. The school district providing a LIEP shall submit a plan every three years to the Department for approval.

2. The Board of Education's LIEP plan shall demonstrate that:

a. For Kindergarten through twelfth-grade, LIEP curricula include or are aligned with:

(1) The NJSLS;

(2) The ELD standards; and

(3) A multicultural curriculum, pursuant to N.J.S.A. 18A:35-4.36a and N.J.A.C. 6A:7.

b. For preschool, the ML instruction and support meets the language instruction requirements in the New Jersey Preschool Program Implementation Guidelines and the New Jersey Preschool Teaching and Learning Standards of Quality, pursuant to N.J.A.C. 6A:13A and the curricula include or are aligned with:

(1) The NJSLS;

(2) The ELD standards for preschool; and

(3) A multicultural curriculum, pursuant to N.J.S.A. 18A:35-4.36a and N.J.A.C. 6A:7.

c. MLs have equitable access to educational activities and programs in a manner aligned to the Board's Comprehensive Equity Plan, pursuant to N.J.A.C. 6A:7.

d. School district staff engage in ongoing and continuous program evaluations that shall include regular reviews of student performance data (for example, graduation rates and assessment results) and other measures (for example, absenteeism, disciplinary records, and course enrollment) to evaluate whether MLs in the district have equitable access to educational opportunities, including, but not limited to, gifted and talented programs; advanced coursework and dual enrollment; work-based learning opportunities; extra-curricular activities; and career counseling.

e. Preschool students participate in instructional activities pursuant to N.J.A.C. 6A:13A.

f. Bilingual and dual language immersion programs promote bilingualism, biliteracy, cross-cultural competency, high levels of academic achievement in both languages, and a path, if available, toward attaining the State Seal of Biliteracy.

3. The Board's LIEP plan submitted to the Department for approval shall include information on the following:

a. Identification of MLs in preschool through twelfth-grade;

b. LIEP description;

c. The number of staff hired for the LIEP by certificate type;

d. Bilingual and ESL curriculum;

e. Evaluation design;

f. Review process for a student's exit from ML status; and

g. A budget for all components of the LIEP.

4. The Department will review the plan to ensure the Board has a system of support for all MLs that is aligned to N.J.A.C. 6A:15, Policy 2423, and this

Regulation. The Department may request modifications of the plan, as appropriate, and shall determine whether to approve the Board's plan.

E. Supportive Services – N.J.A.C. 6A:15-1.6

1. Students enrolled in a LIEP shall have equal educational opportunities, including full access to educational opportunities and services available to other students in the district.

2. The school district shall provide MLs with linguistically and culturally responsive supportive services, such as academic counseling; tutoring; career guidance; and mental health counseling. Bilingual personnel who are trained in social-emotional learning and are familiar with and knowledgeable about the unique assets and needs of the MLs, including newcomers and SIFEs, and their parents, shall provide the services.

F. Professional Development – N.J.A.C. 6A:15-1.7

1. As part of the district- and school-level plans for professional development requirements at N.J.A.C. 6A:9C-4.2, the Board of Education shall describe professional learning for bilingual, ESL, and academic content teachers whose classroom instruction is in English; administrators who supervise bilingual/ESL programs; and administrators and any personnel who observe and evaluate teachers of MLs.

2. The district- and school-level professional development plan shall:

a. Include instructional adaptational strategies, pursuant to N.J.A.C. 6A:8-3.1, and training on appropriate assessments to help MLs meet the NJSLS and the ELD standards;

b. Address the needs of bilingual and ESL teachers, who shall receive training in the use of the ESL curriculum and the ELD standards; and

c. Ensure all teachers receive training on the ELD standards and how to provide linguistically and culturally accessible instruction and appropriate modifications and accommodations for MLs.

G. Certification – N.J.A.C. 6A:15-1.8

1. All teachers of bilingual programs shall hold a valid New Jersey instructional certificate with an endorsement for the appropriate grade level and/or

academic content area and a standard certificate with a bilingual/bicultural education endorsement, pursuant to N.J.S.A. 18A:6-38 et seq., N.J.S.A. 18A:35-15 to 26, and N.J.A.C. 6A:9B-11.5.

2. Dual language immersion programs, for the purpose of meeting the LIEP requirements at N.J.S.A. 18A:35-18; N.J.A.C. 6A:15; Policy 2423; and this Regulation may be taught by one or more teaching staff members. In these dual language immersion programs, the following endorsements to an instructional certificate shall be fulfilled by one or more teaching staff members:

   a. An endorsement for the appropriate grade level and/or academic content area being taught; and

   b. An endorsement in bilingual/bicultural education or world languages.

      (1) A teaching staff member of a language other than English has demonstrated linguistic competence in the language of their instruction, pursuant to N.J.A.C. 6A:9B-10.5 or 11.5(a)2.

3. All teaching staff members of ESL classes shall hold a valid New Jersey instructional certificate with an ESL endorsement, pursuant to N.J.S.A. 18A:6-38 et seq. and N.J.A.C. 6A:9B-11.6.

4. All teaching staff members providing English language services shall hold a valid New Jersey instructional certificate.

H. Language Instruction Educational Program Placement, Assessment, Exit, and Reentry – N.J.A.C. 6A:15-1.9

1. All MLs from Kindergarten through twelfth-grade shall be enrolled in a LIEP established by the Board of Education in accordance with N.J.A.C. 6A:15-1.4(b) through (f) and C.2. through C.6. above, N.J.A.C. 6A:15-1.15(a) and N.1. below, and N.J.S.A. 18A:35-18 and N.J.S.A. 18A:35-22.

2. Students identified as MLs shall be assessed annually using ELP assessments to measure the progress toward English language proficiency and to determine readiness for exiting the LIEP. Students who meet the criteria for Statewide alternate assessments, pursuant to N.J.A.C. 6A:14-4.10(a)2, shall be assessed annually using an alternate ELP assessment.



3. A ML enrolled in the LIEP shall be placed in a classroom(s) where the primary language of instruction is English when the ML has demonstrated readiness to exit a LIEP first by achieving the Department-established cut score on an ELP or alternate ELP assessment. The student's readiness shall be further assessed by the use of a Department-established English language observation form that considers, at a minimum: classroom performance; the student's reading level in English; the observations of the teaching staff members responsible for the educational program of the student; and performance on achievement tests in English.

    a. Pursuant to 34 CFR §200.6(h)(4)(ii), a ML with a disability whose disability makes it impossible for the student to be assessed in a particular domain because there are no appropriate accommodations for assessing the student in that domain may be exited from ML status based on the student meeting the Department-determined cut score on the remaining domains in which the student was assessed.

4. When the review process for exiting a student from a LIEP has been completed, the district shall notify, by written communication, the student's parent of the placement determination. If the parent or a teaching staff member disagrees with the student's placement, the parent or teaching staff member may appeal the placement to the Commissioner of Education, pursuant to N.J.S.A. 18A:6-9 and N.J.A.C. 6A:3, after exhausting the school district's appeal process.

5. A parent may remove a student who is enrolled in a LIEP pursuant to N.J.S.A. 18A:35-22.1.

    a. A student who is identified as a ML and whose parent refuses placement in a LIEP shall still access and meet the academic expectations of the NJSLS. Pursuant to N.J.A.C. 6A:8, N.J.A.C. 6A:15-1.6, and E. above, the district shall ensure that students whose parents refuse placement are provided the appropriate instructional adaptations and appropriate assessment modifications and accommodations for Statewide assessments.



6. The district shall monitor, for a minimum of two years, the academic progress of students who are exited from a LIEP to ensure that the students are continually meeting or exceeding the NJSLS when the curriculum and instruction are delivered in English.

7. Newly exited students who are not academically progressing in classes where English is the primary language of instruction may be considered for reentry to a LIEP as follows:

   a. After a minimum of one-half an academic year and within two years of exit, the teaching staff member delivering instruction in English may recommend retesting with the approval of the Principal.

   b. A waiver of the minimum time limitation may be approved by the Executive County Superintendent upon request of the Superintendent if the student is experiencing extreme difficulty in adjusting to classes where English is the primary language of instruction.

   c. The recommendation for retesting shall be based on the teaching staff member's documented observation of a student's academic performance and data-based determination that the student is experiencing difficulties due to problems in using the English language to communicate effectively with peers and adults; understand directions given by the teaching staff member; and/or comprehend basic verbal and written materials.

   d. The student shall be tested using a different form of the English language proficiency assessment than the one used to exit the student from the LIEP.

   e. If the student scores below the Department-determined cut score on the English language proficiency assessment, the student shall be reenrolled into a LIEP.



I. Graduation Requirements for Multilingual Learners – N.J.A.C. 6A:15-1.10

All MLs shall satisfy requirements for high school graduation pursuant to N.J.A.C. 6A:8-5.1(a).

J. Location – N.J.A.C. 6A:15-1.11

1. All Kindergarten through twelfth-grade LIEPs shall be conducted within classrooms within the school district pursuant to N.J.S.A. 18A:35-20, except under the following circumstances:

   a. A LIEP is conducted in another school district as part of a joint program, pursuant to N.J.A.C. 6A:15-1.13 and L. below; or

   b. A ML's individualized learning opportunity, pursuant to N.J.A.C. 6A:8-5.1(a)2, occurs outside of the school district's classrooms.

K. Notification – N.J.A.C. 6A:15-1.12

1. The district shall notify, by written communication, the parent of a ML of the fact that their child has been identified as eligible for placement in a LIEP.

   a. The district shall issue the notification within thirty calendar days of the start of the school year.

   b. For a student who enrolls after the beginning of the school year, the district shall issue the notification within fourteen calendar days of the student being placed in a LIEP.

2. The notice shall be in writing and in the language in which the parent possesses a primary speaking ability, and in English, and shall include the following information:

   a. Why the student was identified as a ML;

b. Why the school district determined the student needs to be placed in a LIEP that will help the student develop and attain English proficiency and meet the NJSLS;

c. The student's level of English language proficiency, how the level of English language proficiency was assessed, and the student's performance in academic content areas;

d. The method of instruction the school district will use to serve the student, including a description of other instruction methods available and how those methods differ in content, instructional goals, and the use of English and a primary language, if applicable;

e. How the program will meet the student's specific needs in attaining English language proficiency and meeting or exceeding the NJSLS;

f. The program's exit requirements, the expected amount of time that the ML will need to successfully achieve in classrooms where the language of instruction is English, and, in the case of high school students, the expected rate of graduation;

g. How the LIEP will meet the objectives of the individualized education program of a student with a disability; and

h. A statement that the parent may decline the child's enrollment in a LIEP, and that the parent shall be given an opportunity to do so or to select a different type of LIEP service available at the child's school.

3. The district shall send progress reports to the parents of students enrolled in a LIEP in the same manner and frequency as progress reports are sent to the parent of other students enrolled in the school district.

4. Progress reports shall be written in English and in the primary language spoken by the parent of students enrolled in the LIEP.

5. The district shall notify the parent when the student meets the exit criteria and is placed in a monolingual English program. The notice shall be in

English and in the language in which the parent possesses a primary speaking ability.

L. Joint Programs – N.J.A.C. 6A:15-1.13

1. With approval of the Executive County Superintendent on a case-by-case basis, the Board of Education may join with another district Board to provide:

   a. A LIEP; and

   b. An individualized learning opportunity, pursuant to N.J.A.C. 6A:8-5.1(a)2, to a ML who chooses to utilize it to meet the 120-credit graduation requirement, in whole or in part.

M. Parental and Family Engagement – N.J.A.C. 6A:15-1.14

1. The Superintendent or designee shall provide for the maximum practicable engagement of the parent of MLs in the development and review of program objectives and dissemination of information to and from the Boards of Education and communities served by the LIEP.

   a. This duty includes ensuring all information regarding a ML's educational experience is available in the language in which the parent possesses a primary speaking ability, and in English. This information includes, but it not limited to: district- and school-level policies; invitational letters regarding school or district programs; information regarding student discipline policies and procedures; registration and enrollment; report cards; requests for parent permission for student participation in district or school activities; parent-teacher conferences; parent handbooks; and gifted and talented programs.

2. With the exception of a Board implementing an English language services or ESL program, each Board implementing a LIEP shall establish a parent advisory committee on bilingual education of which the majority membership shall be the parents of MLs.

N. Waiver Process Provided by Statute – N.J.A.C. 6A:15-1.15

1. A school district that has twenty or more students eligible for the bilingual education program in Kindergarten through twelfth-grade may request annual approval from the Department to waive the requirement at N.J.A.C. 6A:15-1.4(d) and C.4. above and, instead, to establish an instructional program alternative if the school district is able to demonstrate that it would be impractical to provide a full-time bilingual program due to the age range, grade span, and/or geographic location of eligible students.

    a. Instructional program alternatives that shall be established include, but are not limited to: the bilingual part-time program; the bilingual resource program; the bilingual tutorial program; the sheltered English instruction program; and the high-intensity ESL program.

    b. All instructional program alternatives shall be designed to assist MLs to develop English language proficiency while learning the knowledge and skills for academic content areas to meet or exceed the NJSLS.

    c. Instructional program alternatives shall be developed in consultation with the Department based on student enrollment and achievement data.

    d. A Board of Education implementing instructional program alternatives annually shall submit to the Department student enrollment and achievement data that demonstrate the continued need for the programs.

    e. Instructional program alternatives shall be approved annually by the Department based on the Department's review of student enrollment and achievement data.

Issued: 13 August 2024

R 2431.1 EMERGENCY PROCEDURES FOR ATHLETIC PRACTICES AND COMPETITIONS

A. Definitions

1. "Programs of athletic competition" means all activities relating to competitive sports contests, games, events, or sports exhibitions involving individual students or teams of students when such events occur within or between schools within this district or with any schools outside this district. The programs of athletic competition shall include, but are not limited to, high school interscholastic athletic programs, middle school interscholastic athletic programs where school teams or squads play teams or squads from other school districts, intramural athletic programs within a school or among schools in the district, and any cheerleading program or activity in the school district.

2. "Health personnel" means the school nurse, the school medical inspector, the designated team doctor, a licensed physician, and members of the first aid squad or ambulance team.

3. "Parent" means the natural parent(s) or adoptive parent(s), legal guardian(s), foster parent(s) or parent surrogate(s) of a student. Where parents are separated or divorced, "parent" means the person or agency who has legal custody of the

student, as well as the natural or adoptive parent(s) of the student, provided such parental rights have not been terminated by a court of appropriate jurisdiction.

4. "Student" means a student enrolled in this district and a student enrolled in any district who is present in this district for the purpose of participating in a program of athletic competition sponsored by the Board of Education.

B. Precautions

1. All coaches, including assistant coaches, will be trained in first aid to include sports-related concussions and head injuries, the identification of injured and disabled student athletes, and any other first aid procedures required by statute, administrative code, or by the Superintendent.

2. Athletic coaches are responsible at all times for the supervision of students to whom they have been assigned. Students shall not be left unattended at any time.

3. Students who participate in athletic competition shall be trained in proper athletic procedures, in the proper use of athletic equipment, and in the proper use of protective equipment and clothing.

4. Student athletes shall be required to report promptly to the athletic coach any injury or disability occurring to the student himself/herself or to another student.

5. First aid supplies and equipment shall be readily available at all athletic activities and shall be maintained in proper condition.

6. First aid and emergency medical procedures will utilize universal precautions in handling blood and body fluids as indicated in Policy and Regulation No. 7420 and Regulation No. 7420.1

7. Health personnel, including but not limited to, the athletic trainer, school/team physician, and ambulance/first aid squad may be present at athletic activities and events as determined by the Superintendent.

C. Emergency Procedures

The following procedures shall be implemented whenever a student athlete is injured or disabled in the course of an athletic practice or competition sponsored by this district.

1. The athletic coach shall immediately notify the health personnel present at the activity and the health personnel shall assume responsibility for the emergency treatment of the student.

2. If no health personnel are present, or if none can be immediately summoned to the student's aid, the athletic coach shall administer such first aid as may be necessary.

3. If the student's injury or disability requires more than routine first aid, the athletic coach shall:

   a. Summon emergency personnel by calling 911; or

   b. Arrange for the student's transportation to the nearest hospital or the office of the school medical inspector.

4. The athletic coach or his/her designee shall promptly notify the Principal, the Superintendent, and the student's parent(s) or legal guardian(s) of the student's injury or disability and the condition and location of the student.

5. An injured or disabled student who has been transported away from school premises must be accompanied by the athletic coach, a member of the athletic department, a health professional, or other responsible adult known to the athletic coach.

6. These emergency procedures shall be followed when the injured or disabled student is a member of a visiting team or district. In the event the visiting team has health personnel or staff members present, every effort shall be made to cooperate with the health personnel and/or staff of the district in which the student is enrolled.

D. Reports

1. The athletic coach shall complete and file a report of every injury or disability that occurs to a student in the course of his/her participation in the athletic program of

this district, regardless of the severity of the injury or disability. The report shall include:

a. The date of the incident;
b. The name, age, grade level, and gender of each injured or disabled student;
c. The district in which the student is enrolled;
d. The name and district of each student involved in the incident;
e. A narrative account of the incident;
f. A detailed description of the injury or disability;
g. The treatment given on school premises and the names of the health personnel, if any, who treated the student;
h. The place, if any, to which the student was taken and the persons who accompanied the student; and
i. A memorandum of the notice given to the student's parent(s) or legal guardian(s).

2. Copies of the report shall be filed with the school nurse and the Principal within twenty-four hours or by the end of the next school day after the incident.

3. The Principal shall report the incident to the Superintendent, who may report the incident to the Board.

4. A copy of each report of an incident of student injury or disability that occurs in the course of athletic activities shall be maintained by the athletic director, who shall analyze reports for patterns that indicate a need for revision of the district's safety and/or athletics program. The athletic director shall report the findings of his/her analysis to the Superintendent at the close of each sport season.

5. The parent(s) or legal guardian(s) of each injured or disabled student will be given assistance in the completion and filing of insurance claim forms.

E. Readmission to Athletic Activities

A student injured or disabled in the course of an athletic activity will be permitted to participate in athletic competition only on the written permission of the school medical inspector or designated team doctor, who must first examine the student to determine

his/her fitness to participate in athletics. Written notice of that determination, signed by the school medical inspector or designated team doctor as appropriate, shall be given to the student's parent(s) or legal guardian(s). The prevention and treatment of suspected sports-related concussions and head injuries shall be in accordance with the provisions of N.J.S.A. 18A:40-41.1 et seq. and Policy and Regulation 2431.4.

Adopted: 21 March 2013

R 2431.2 MEDICAL EXAMINATION TO DETERMINE FITNESS FOR PARTICIPATION IN ATHLETICS

A. A medical examination conducted to determine the fitness of a student in grades six through twelve for participation in a school-sponsored interscholastic or intramural athletic team or squad shall include, as a minimum, the following:

1. Health History Questionnaire

A health history questionnaire must be completed as part of the required medical examination. The medical history questionnaire shall be completed and signed by the parent(s) or legal guardian(s) of the student, to determine whether the student:

a. Has been medically advised not to participate in any sport, and the reason for such advice;

b. Is under physician's care and the reasons for such care;

c. Has experienced loss of consciousness after an injury;

d. Has experienced a fracture or dislocation;

e. Has undergone any surgery;

f. Takes any medication on a regular basis, the names of such medication, and the reasons for such medications;

g. Has allergies including, but not limited to: hives, asthma, or reactions to bee stings;

h. Has experienced frequent chest pains or palpitations;

i. Has a recent history of fatigue and undue tiredness

j. Has a history of fainting with exercise;

k. Has a history of a family member who died suddenly; and

l. Has a history of any past health events required to be reported to the examining physician, advanced practice nurse, or physician's assistant.

2. Report of Health Findings of the Medical Examination

The report of health findings of the medical examination for students in grades six through twelve participating in a school-sponsored interscholastic or intramural athletic team or squad shall be documented on the Preparticipation Physical Examination Form approved by the Commissioner of Education to determine whether the student had or currently has any of the following conditions since their last physical:

a. injuries;
b. chronic or ongoing illness;
c. medication;
d. allergies;
e. head-related injuries;

f. heart related conditions;
g. eye, ear, nose, mouth or throat conditions;
h. neuromuscular/orthopedic condition; and
i. general or exercise related conditions.

3. Medical Report Determination

The medical report shall include a determination concerning the student's participation from the examining physician, advanced practice nurse, or physician's assistant which includes, at a minimum, the following normalities:

a. Measurement of weight, height and blood pressure;

b. Examination of the skin to determine the presence of infection, scars of previous surgery or trauma, jaundice, and purpura;

c. Examination of the eyes to determine visual acuity, use of eyeglasses or contact lenses and examination of the sclera for the presence of jaundice;

d. Examination of the ears to determine the presence of acute or chronic infection, perforation of the eardrum and gross hearing loss;

e. Examination of the nose to assess the presence of deformity which may affect endurance;

f. Assessment of the neck, back, and spine to determine range of motion, the presence of pain associated with such motion, and abnormal curvature of the spine;

g. Examination of check contour;

h. Ausculation and percussion of the lungs;

i. Assessment of the heart with attention to the presence of murmurs, noting rhythm and rate;

j. Assessment of the abdomen with attention to the possible presence of hepatomegaly, splenomegaly, or abnormal masses;

k. Examination of upper and lower extremities to determine abnormal mobility or immobility, deformity, instability, muscle weakness or atrophy, surgical scars and varicosities;

l. Examination of the testes to determine presence and descent of both testes, abnormal masses or configurations, or hernia;

m. Assessment of physiological maturation; and

n. neurological examination to assess balance and coordination.

The medical report shall indicate whether the student is allowed or disallowed to participate in a program of athletic competition and must be completed and signed by the original examining physician, advanced practice nurse, or physician's assistant. A form that is incomplete shall be returned to the student's medical home for completion. A student that

does not have a completed Athletic Preparticipation Physical Examination Form shall not be permitted to participate.

B. Health History Update

Each student whose medical examination was completed more than sixty (60) days prior to the first practice session of the athletic competition shall provide a health history update of medical problems experienced since the last medical examination. The health history update, completed and signed by the student's parent(s) or legal guardian(s), shall include the following information about the student:

1. hospitalizations and operations;
2. illnesses;
3. injuries;
4. care administered by a physician of medicine or osteopathy advanced practice nurse, or physician's assistant; and
5. medications.



C. Written Notification to parent/Legal Guardian

The school district will provide written notification to the parent(s) or legal guardian(s), signed by the school physician, stating approval of the student's participation in a program of athletic competition based solely on the medical report, or the reasons for the school physician's disapproval of the student's participation.

Adopted: 21 March 2013

[See POLICY ALERT Nos. 194, 197, 226, and 232]

R 2431.4 PREVENTION AND TREATMENT OF SPORTS-RELATED CONCUSSIONS AND HEAD INJURIES

The following procedures shall be followed to implement N.J.S.A. 18A:40-41.1 et seq., the New Jersey Department of Education Model Policy and Guidance for Districts on the Prevention and Treatment of Sports-Related Head Injuries and Concussions, and Policy 2431.4.

A. Prevention

1. The following steps may be taken to prevent concussions and head injuries and ensure the safety of student-athletes:

a. Limit the number of stunts during cheerleading practice.

(1) When stunting is performed, spotters shall be used and the surface shall be soft and in good condition; and

(2) Safe stunting techniques shall be taught and student-athletes shall not be permitted to attempt new or difficult stunts without proper instruction and a coach on hand.

b. Ensure student-athletes have appropriate supervision during practices and a designated safe practice facility in good condition for the activity.

c. Ensure the use of appropriate fitted and maintained safety equipment.

d. Ensure student-athletes avoid unsafe actions such as:

(1) Hitting another student-athlete in the head;

(2) Using their head to contact another student-athlete;

(3) Making illegal contacts; and

(4) Trying to injure or put another student-athlete at risk for injury.

e. Limit the amount of contact during practices. This may include:

(1) Limiting the amount of practice time that includes scrimmages or full-speed drills.

f. Teach student-athletes proper techniques and ways to avoid hits to the head.

g. Keep a close eye on student-athletes in positions that are at increased risk for concussion to help spot a potential concussion.

B. Possible Signs or Symptoms of Concussion

1. Some mild traumatic brain injuries and concussion symptoms may appear right away, while others may not appear for hours or days after the injury. These symptoms may be observed by coaches, licensed athletic trainers, school/team physicians, school nurses, teachers, parents, or a teammate. Below are a few examples of possible signs and symptoms of a concussion:

a. The student-athlete grabs or holds head after a play or hit - "Hands to Head";

b. The student-athlete appears to be "shaking it off";

c. The student-athlete appears dazed or "foggy";

d. The student-athlete forgets plays or demonstrates short term memory difficulty;

e. The student-athlete cannot recall injury or events just before or just after the injury;

f. The student-athlete answers questions slowly or inaccurately;

g. The student-athlete has a headache;

h. The student-athlete is nauseous or is vomiting;

i. The student-athlete is experiencing balance problems or dizziness;

j. The student-athlete is experiencing double vision or changes in vision;

k. The student-athlete is experiencing sensitivity to light or sound/noise;

l. The student-athlete is feeling sluggish or foggy;

m. The student-athlete is having difficulty with concentration and short-term memory;

n. The student-athlete is experiencing sleep disturbance; and

o. The student-athlete is experiencing irritability and/or mood changes.

2. Any possible signs or symptoms of a concussion shall be reported by the student-athlete participating in a program of athletic competition to the coach(es), athletic trainer, school or team physician, school nurse, and/or parent.

C. Treatment

1. Pursuant to N.J.S.A. 18A:40-41.4, a student-athlete who participates in a program of athletic competition and who sustains or is suspected of having sustained a concussion or other head injury while engaged in a program of athletic competition shall be immediately removed from the program of athletic competition by the staff member supervising the program of athletic competition.

2. The staff member supervising the student-athlete during the program of athletic competition shall immediately contact the school physician, athletic trainer, or school nurse to examine the student-athlete.

3. Emergency medical responders (911) shall be called if the student-athlete is experiencing a deterioration of symptoms, loss of consciousness, or direct neck pain associated with the injury pursuant to D. below.

4. A student-athlete who is removed from a program of athletic competition shall not participate in further programs of athletic competition until:

a. The student-athlete is evaluated by a physician or other licensed healthcare provider trained in the evaluation and management of concussions and receives written clearance from a physician trained in the evaluation and management of concussions to return to the program of athletic competition; and

(1) The student-athlete's written medical clearance from a physician must indicate a medical examination has determined:

(a) The student-athlete's injury was not a concussion or other head injury, the student-athlete is asymptomatic at rest, and the student-athlete may return to regular school activities and is no longer experiencing symptoms of the injury while conducting those activities; or

(b) The student-athlete's injury was a concussion or other head injury and the student-athlete's physician will monitor the student-athlete to determine when the student-athlete is asymptomatic at rest and when the student-athlete may return to regular school activities and is no longer experiencing symptoms of the injury while conducting those activities.

(2) The student-athlete's written medical clearance shall be reviewed and approved by the school physician.

(3) A student-athlete who has suffered a concussion or other head injury may not begin the CDC's Six-Step Return to Play Progression as outlined in E. below until the student-athlete receives a medical examination and provides the required written medical clearance to the Principal or designee.

(2) The student-athlete's written medical clearance shall be reviewed and approved by the school physician.

(3) A student-athlete who has suffered a concussion or other head injury may not begin the CDC's Six-Step Return to Play Progression as outlined in E. below until the student-athlete receives a medical examination and provides the required written medical clearance to the Principal or designee.

(4) A written medical clearance not in compliance with the provisions of C.4.a. above will not be accepted.

b. A student-athlete who has suffered a concussion or other head injury returns to regular school activities without the need for additional support and is no longer experiencing symptoms of the injury when conducting those activities.

(1) If school is in session, a student-athlete who has suffered a concussion or other head injury must return to regular school activities without symptoms or need for additional support before returning to a program of athletic competition as part of the CDC's Six-Step Return to Play Progression.

(2) If school is not in session, a student-athlete who has suffered a concussion or other head injury must return to their normal daily activities without symptoms as part of the CDC's Six-Step Return to Play Progression.

D. Symptoms Requiring Immediate Medical Assessment (911/Emergency Evaluation)

1. The following symptoms requiring immediate medical assessment include, but are not limited to:

a. The student-athlete loses consciousness;

b. The student-athlete has a headache that gets worse and does not go away;

c. The student-athlete is experiencing weakness, numbness, decreased coordination, convulsions, or seizure;

d. The student-athlete is experiencing repeated vomiting and/or intractable retching;

e. The student-athlete is slurring speech or exhibiting unusual behavior (disoriented);

f. The student-athlete has one pupil (the black part in the middle of the eye) larger than the other; and

g. The student-athlete cannot recognize people or places and/or gets confused, restless, or agitated.

E. CDC's Six-Step Return to Play Progression for Students Who Have Suffered a Concussion or Other Head Injury

1. The return of a student-athlete to a program of athletic competition shall be in accordance with the CDC's Six-Step Return to Play Progression recommendations and any subsequent changes or other updates to those recommendations as developed by the CDC. Recovery is individual.

a. As applicable, the student-athlete's treating healthcare provider may guide the student-athlete through the return to play protocol while experiencing mild symptoms as part of the treatment.

b. In addition, the student-athlete's treating healthcare provider may adjust the treatment plan prior to Step Six, full return to competition.

c. Clearance from a student-athlete's physician trained in the evaluation and management of concussions is required before returning to full competition.

2. Six-Step Return to Play Progression

a. Step 1: Back to Regular Activities

The student-athlete is back to their regular activities (such as school).

b. Step 2: Light Aerobic Activity

The student-athlete shall begin with light aerobic exercise only to increase a student-athlete's heart rate. This means about five to ten minutes on an exercise bike, walking, or light jogging. No weightlifting at this point.

c. Step 3: Moderate Activity

The student-athlete shall continue with activities to increase a student-athlete's heart rate with body or head movement. This includes moderate jogging, brief running, moderate-intensity stationary biking, or moderate-intensity weightlifting (less time and/or less weight from their typical routine).

d. Step 4: Heavy, Non-Contact Activity

The student-athlete shall add heavy, non-contact physical activity, such as sprinting/running, high-intensity stationary biking, regular weightlifting routine, or non-contact sport-specific drills (in three planes of movement).

e. Step 5: Practice & Full Contact

The student-athlete may return to practice and full contact (if appropriate for the sport) in controlled practice.

f. Step 6: Competition

The student-athlete may return to competition.

3. It is important for a student-athlete's parent(s), coach(es), and teachers to watch for concussion symptoms after each day's Six-Step Return to Play Progression activity.

4. A student-athlete should only move to the next step if they do not exhibit any new symptoms at the current step.

5. If a student-athlete's symptoms return or if they develop new symptoms, this could be a sign the student-athlete is overexerting. The student-athlete shall stop these activities and the student-athlete's medical provider shall be contacted. After more rest and no concussion symptoms, the student-athlete can start at the previous step.

F. Temporary Supports for Student-Athletes with Sports-Related Head Injuries or Concussions

1. Initial rest followed by a gradual return to activity during healing is recommended. Accordingly, consideration of the cognitive effects in returning to the classroom is also an important part of the treatment of sports-related concussions and head injuries.

2. Mental exertion increases the symptoms from concussions and affects recovery. To recover, cognitive rest is just as important as physical rest. Reading, studying, computer usage, texting, even watching movies if a student-athlete is sensitive to light/sound, can slow a student-athlete's recovery. Managing the symptoms through a balance of rest and activity is the key to recovery.

   a. The district will provide support for student-athletes diagnosed with a concussion.

   b. The student-athlete’s health care provider will handle short-term medical accommodations.

3. Collaboration between the student-athlete’s health care provider and the school may be necessary. If accommodations are needed for an extended time, the district may want to consider implementing accommodations via a formalized 504 plan.

4. The Principal or designee may address the student-athlete's cognitive needs in the following ways:

   a. Limit the student-athlete's screen time;

   b. Have the student-athlete take rest breaks as needed;

   c. Have the student-athlete spend fewer hours at school;

   d. Provide the student-athlete more time to take tests or complete assignments. (All courses should be considered);

   e. Provide the student-athlete help with schoolwork;

   f. Reduce the student-athlete's time spent on the computer, reading, and writing;

   g. Provide or grant the student-athlete early passing time to avoid crowded hallways; and/or

   h. Allow the student-athlete extra time to complete tests or coursework.

5. These supports and/or short-term medical accommodations may be addressed in an individualized healthcare plan for a student-athlete who has suffered a concussion or other head injury.

6. Concussions affect several aspects of brain function, including cognition, balance and coordination, visual tracking and processing, behavior, and others. The symptoms experienced, difficulties faced, and timeline for recovery will vary for each individual.

7. A brief period of relative rest followed by a gradual return to lighter activities is generally considered the best "medicine" for healing concussions or other head injuries. This may include relative rest from both physical and cognitive activities. Each injury, and therefore each treatment plan, is different. School personnel, in collaboration with the student-athlete, parents, and the student-athlete's health care provider, are in the best position to create flexible, temporary supports to meet the needs of each student-athlete.



G. Education

1. The CDC offers tips for health professionals and educators on their website. Interscholastic Head Injury Training Programs are available via the CDC website or the National Federation of State High School Associations.

2. This training shall be completed by the school/team physician, licensed athletic trainer, school nurses, coaches, and other relevant school personnel.

H. Other Considerations

1. Educational information for student-athletes on the prevention of concussions shall be reviewed.

2. The importance of early identification and treatment of concussions to improve recovery shall be reinforced.

3. School personnel shall contact the student-athlete's parent and inform them of the suspected sports-related concussion or head injury before allowing the student-athlete to go home after a program of athletic competition.

4. School personnel shall provide the parent of the student-athlete with a checklist or copy of the return to play protocols including the requirement of written clearance from a physician trained in the evaluation and management of concussions before the student-athlete is able to return to a program of athletic competition.

I. Interscholastic Head Injury Training Program

1. The district will adopt an Interscholastic Head Injury Training Program to be completed by the school/team physician, licensed athletic trainer, coaches, and other appropriate district personnel pursuant to N.J.S.A. 18A:40-41.2. The training program shall include:

a. The recognition of the signs of head and neck injuries, concussions, and second impact syndrome; and

(1) Pursuant to N.J.S.A. 18A:40-41.1.d., if a student-athlete sustains a second concussion while still having symptoms of a previous concussion, it can lead to the severe impairment and even the death of the student-athlete, and is referred to as second-impact syndrome.

b. The CDC's Six-Step Return to Play Progression or any subsequent changes or other updates developed by the CDC.

J. "Return to Play Progressions" vs. "Therapeutic Progressions"

1. In many cases, after the initial rest period, concussed individuals may be encouraged to resume limited activities, including light physical and cognitive activities, even in the presence of some continued symptoms. This may be referred to as "therapeutic progressions," and while some of the activities may overlap with the CDC's Six-Step Return to Play Progression, it is different in the goals and intent from "return to play."

a. "Return to play" progressions are intended to test the concussed individual's readiness to perform the activity correctly, and to do so with no symptoms.

b. "Therapeutic" progressions are intended to help the individual recover and to help them improve their performance and tolerance to those activities. This may take several days, or longer, at any given step.

c. "Therapeutic progressions" should be recommended and supervised by a health care provider familiar with the evaluation and management of concussions, and monitored by a team including the student-athlete, parents, health care provider, and school personnel. Adjustments to the program should be in response to the student-athlete's

overall symptom load and progress. It should be remembered that student-athletes may progress at different rates for various aspects of their injury, such as tolerating light to moderate aerobic activity before tolerating being in the classroom, or tolerating schoolwork done at home before tolerating the classroom and school environment. Of note, progressions in one aspect of the treatment plan can have a positive effect on other areas as the brain is returning to a more typical overall level of function. A successful treatment plan is one that can adapt appropriately for each student-athlete.

K. Educating the Community on the District Sports-Related Concussions and Head Injuries Policy

1. The Board shall review Policy 2431.4 and this Regulation annually, and update as necessary to ensure Policy 2431.4 and this Regulation reflect the most current information available on the prevention, risk, and treatment of sports-related concussions and head injuries.

2. The district may provide regular education and training for staff including administrators, teachers, paraprofessionals, and school counselors regarding concussions and other head injuries as head injuries can happen at any time during the school day or outside of school.

3. The district is in a unique position to promote healthy behaviors. The district can embed education related to the prevention and treatment of concussions and head injuries through the New Jersey Student Learning Standards Comprehensive Health and Physical Education Standard 2.3 – Safety. In addition, N.J.S.A. 18A:6-2 requires education in accident and fire prevention and N.J.S.A. 18A:35-5 requires education in injury or illness emergencies.

Adopted: 20 April 2009
Revised: 26 April 2017

R 2460 SPECIAL EDUCATION

School district officials and staff shall adhere to all regulations included in N.J.A.C. 6A:14-1.1 et seq. and the following special education regulations:

R 2460.1	Special Education – Location**,** Identification, and Referral (M)
R 2460.8	Special Education - Free and Appropriate Public Education (M)
R 2460.9	Special Education - Transition From Early Intervention Programs to Preschool Programs (M)
R 2460.15	Special Education – In-Service Training Needs for Professional and Paraprofessional Staff (M)
R 2460.16	Special Education - Instructional Material to Blind or Print-Disabled Students (M)

Definitions:

Refer to N.J.A.C. 6A:14-1.3 for definitions of terms used in Regulations 2460.1 through 2460.16.

Adopted: 20 April 2009
Revised: 26 April 2017

R 2460.1 SPECIAL EDUCATION - LOCATION, IDENTIFICATION, AND REFERRAL

All students with disabilities, who are in need of special education and related services, including students with disabilities attending nonpublic schools, and highly mobile students such as migrant workers' children and homeless students regardless of the severity of their disabilities, are located, identified and evaluated according to N.J.A.C. 6A:14-3.3

A. Procedures for Locating Students With Disabilities

1. The Director of Special Services or designee will coordinate the child find activities to locate, identify and evaluate all children, ages three through twenty-one, who reside within the school district or attend nonpublic schools within the school district and who may be disabled.

2. By June 30th of each school year, the Director of Special Services or his/her designee will conduct child find activities including but not limited to:

   a. Development of child find materials for distribution.

   b. Mailing of child find material to nonpublic schools in the area.

   c. Mailing of child find material to local pediatricians, hospitals and clergy.

   d. Public service announcements in local newspapers.

   e. Posting of State developed child find materials on district website for potentially disabled student and/or early intervention program.

   f. Listings of Early Intervention Program (EIP), local nursery schools and pediatricians are maintained. The district's preschool coordinator (or other) maintains contact with EIP coordinator and nursery school director.

   g. Information is distributed through the Parent Advisory Committee.

   h. Students entering Kindergarten are screened annually to identify potentially disabled students.

   i. Intervention and Referral Services Committees (I&RS) have been established in all school buildings.

B. Procedures for Intervention in the General Education Program

A staff member or agency shall provide in writing a request for intervention services for students ages five (5) to twelve (12) to the Building Principal or designee. The request shall contain the following:

1. Reason for request (including parental or adult student request);

2. Descriptive behavior of student performance; and

3. Indication of the prior interventions.

Teachers and other school professionals, as appropriate, will be in-serviced annually by the Building Principal or designee regarding the procedures for initiating and providing interventions in the general education program. The parent(s) will be informed of the procedures to initiate interventions in the general education program.

The Superintendent or designee will oversee the district's implementation and effectiveness of the procedures for interventions in the general education program.

An Intervention and Referral Services Committee (I&RS) will be in place in each school building pursuant to N.J.A.C. 6A:16-8.1.

The Building Principal or designee will be responsible for the following:

1. The implementation and effectiveness of building level I&RS Committee;

2. Will identify the roles and responsibilities of building staff who participate in planning and providing intervention services; and

3. Review, assess and document the effectiveness of the services provided in achieving the outcome identified in the intervention plan.

   *Sample forms are located in the Resource Manual for Intervention and Referral Services published by the NJDOE.

4. The I&RS Committee shall:

   a. Plan and provide appropriate intervention services;

b. Actively involve the parent(s) in the development and implementation of intervention plans;

c. Develop an action plan for an identified student which specifies specific tasks, resources, persons responsible, completion dates, date for review;

d. Coordinate the services of community based social and health provider agencies;

e. Process and complete the documentation forms;

f. Review and assess the effectiveness of the services provided in achieving the outcomes identified in the intervention and referral plan;

g. Ensure the type, frequency, duration, and effectiveness of the interventions are documented.

5. The Building Principal will insure that:

a. I&RS Committee receive in-service training by the Building Principal or designee by September of each school year;

b. Staff handbooks are updated by June 30th and include information regarding intervention procedures;

c. New instructional staff attend the district's orientation program commencing in the month of September which includes information on I&RS Committee;

d. School calendars are distributed in the month of September and provide information on intervention services; and

e. Parent/student handbooks distributed in the month of September and include information on intervention services.

C. Procedures for Referral

Referral procedures are included in professional staff handbooks and referral forms are available in the Principal's office, and the Child Study Team office.

1. Parental Notification of Referral Procedures

   Referral procedures shall be included on the district website.

2. Parent Initiated Referral

   When a parent makes a written request for an evaluation to determine eligibility for services:

   a. The written request shall be received and dated by the Special Services Secretary;

   b. The written request shall be immediately forwarded to the office of special services/special education;

   c. A file will be initiated to include a timeline for processing the referral including the date that initiates the twenty-day timeline for conducting the referral/identification meeting and any forms used to open a case;

   d. Upon receipt of the referral a request for a summary and review of health and medical information regarding the student shall be forwarded to the school nurse who will transmit the summary to the Child Study Team (CST);

   e. The case manager will convene a referral/identification meeting within twenty calendar days (excluding school holidays, but not summer vacation) of the date the request was received by the district;

   f. A "Notice of a Referral/Identification Meeting" will be sent to the parent(s);

   g. The notice will contain "Parental Rights in Special Education" (PRISE) Booklet; and

   h. The referral/identification meeting will be attended by the parent(s), CST and regular education teacher.

3. School Initiated Referral

   Referral of a student may be made by administrative, instructional and other professional staff to determine eligibility for special services when:

a. It is that interventions in the general education program have not adequately addressed the educational difficulties and it is believed that the student may be disabled.

b. It can be documented that the nature of the student's educational problem(s) is such that an evaluation to determine eligibility for services is warranted without delay.

c. The Case Manager, through in-service training, shall ensure that students who may be potentially disabled are referred even though they are advancing from grade to grade.

The following procedure will be followed for a school initiated referral:

a. A referral to the CST will be completed by the referring staff member;

b. I&RS documentation including, but not limited to: teacher reports, grades and other relevant data (optional: the intervention record) shall be forwarded with the referral to the CST along with any other relevant data;

c. I&RS documentation does not need to be forwarded for direct referral when the nature of the student's problem is such that the evaluation is warranted without delay;

d. The referral should be dated upon receipt by the CST;

e. A file will be initiated to include a timeline for processing the referral including the date that initiates the twenty-day timeline for conducting the referral/identification meeting;

f. Upon receipt of the referral, a request for a summary and review of health and medical information regarding the student shall be forwarded to the school nurse who will transmit the summary to the CST;

g. The case manager will convene a referral/identification meeting within twenty calendar days (excluding school holidays, but not summer vacation) of the date recorded on the referral;

h. A "Notice of a Referral/Identification Meeting" will be sent to the parent(s);

i. The notice shall contain "Parental Rights in Special Education" (PRISE); and

j. The referral/identification meeting will be attended by the parent(s), CST and regular education teacher.

4. The district may use community rehabilitation programs approved by the New Jersey Department of Labor, Division of Vocational Rehabilitation Services or any other State agency empowered to accept secondary level student placement according to N.J.A.C. 6A:14-4.7(f)1.

5. Each evaluation of the student requires an assessment to determine appropriate post-secondary outcomes as part of transition services planning.

6. Each IEP Team member is required to certify in writing whether the IEP Team report reflects his or her conclusions. In the event the IEP Team report does not reflect the IEP Team member's conclusion, the IEP Team member must submit a dissenting opinion in order to ensure the parent(s) is aware of dissenting opinions regarding the determination of eligibility for a specific learning disability.

7. The parent(s) must receive a copy of their child's evaluation report and any documentation leading to a determination of eligibility not less than ten calendar days prior to the eligibility conference in order to ensure the parent(s) has a reasonable amount of time to review documentation prior to an eligibility conference.

8. A student may be referred directly to the Child Study Team when warranted.

Adopted: 20 April 2009
Revised: 26 April 2017

R 2460.8 SPECIAL EDUCATION - FREE AND APPROPRIATE PUBLIC EDUCATION

A free and appropriate public education is available to all students with disabilities between the ages of three and twenty-one including students with disabilities who have been suspended or expelled from school.

Procedures regarding the provision of a free and appropriate public education to students with disabilities who are suspended or expelled are as follows:

1. School officials responsible for implementing suspensions/expulsions in the district are the following:

    a. PreK – six (6) Principals or Superintendent

2. Each time a student with a disability is removed from his/her current placement for disciplinary reasons, notification of the removal is provided to the case manager by the Principal or designee. (Notification must be in written format for documentation.)

    a. Removal for at least half of the school day shall be reported via the Data System (SSDS).

3. Each Principal or designee will ensure that a system is in place to track the number of days a student with disabilities has been removed for disciplinary reasons. Documentation will include:

    a. Student's name;

    b. The infraction;

    c. Time suspended; and

    d. The cumulative days suspended including removal for a portion of the school day which is counted proportionately.

4. When a student is suspended from transportation:

    a. Suspension from transportation is not counted as a day of removal if the student attended school.



b. Suspension from transportation is counted as a day of removal if the student does not attend school.

c. If transportation is included in the student's IEP as a required related service, the school district shall provide alternate transportation during the period of suspension from the typical means of transportation.

d. Suspension from transportation may be counted as a day of absence rather than a day of removal if the district made available an alternate means of transportation and the student does not attend school.

5. When a student with a disability participates in an in-school suspension program, the Principal or designee shall ensure that participation in the program is not considered removal when determining whether a manifestation determination must be conducted if the program provides the following:

a. Opportunity for the student to participate and progress in the general curriculum,

b. Services and modifications specified in the student's IEP,

c. Interaction with non-disabled peers to the extent they would have in the current placement, and

d. The student is counted as present for the time spent in the in-school suspension program.

6. When a series of short-term removals will accumulate to more than ten school days in the year:

a. The Principal/Vice Principal or designee and the case manager will consult to determine whether the removals create a change of placement according to N.J.A.C. 6A:14-2.8(c)2. Written documentation of the consultation between the school administration and the case manager shall be maintained by the case manager.

b. If it is determined that there is no change in placement, the Principal/Vice Principal or designee**,** the case manager, and special education teacher will consult to determine the extent to which services are necessary to:

(1) Enable the student to participate and progress appropriately in the general education curriculum; and

(2) Advance appropriately toward achieving the goals set out in the student's IEP.

Written documentation of the consultation and services provided shall be maintained in the student's file.

7. When a disabled student is removed from his/her current placement for more than ten days and the removal does not constitute a change in placement, the case manager shall convene a meeting of the IEP Team and, as necessary or required, conduct a functional behavior assessment and review the behavioral intervention plan according to N.J.A.C. 6A:14 Appendix A, 20 U.S.C. §1415(k). The IEP Team shall:

   a. Review the behavioral intervention plan and its implementation;

   b. Determine if modifications are necessary; and

   c. Modify the behavioral intervention plan and its implementation as appropriate. The plan will be modified to the extent necessary if at least one member of the team determines that modifications are necessary.

   The case manager will document the date and the outcome of the meeting.

   The documentation shall be placed in the student file.

Procedures Regarding the Provision of a Free and Appropriate Public Education to Preschool Age Students with Disabilities

To ensure that preschoolers with disabilities who are not participating in an early intervention program have their initial IEP's in effect by their third birthday, a written request for an initial evaluation shall be forwarded to the district.

The following procedures will be followed:

1. A parent of a preschool-age student suspected of having a disability, who requests a Child Study Team (CST) evaluation by telephone, will be advised to submit a written request for an evaluation to the Director of Special Services.

2. Upon receipt of the written request, the request shall be dated and signed by the recipient.

3. The district will respond to referrals of preschoolers according to N.J.A.C. 6A:14-3.3(e).

4. A file will be initiated for the potentially disabled preschooler:

   a. The case manager will convene a referral/identification meeting within twenty calendar days (excluding school holidays but not summer vacation) of the date recorded on the request;

   b. A "Notice of Referral/ Identification Meeting" will be sent to the parent(s);

   c. The notice will contain "Parental Rights in Special Education" (PRISE) Booklet;

   d. The meeting will be attended by the CST, including a speech language specialist, the parent(s), and a teacher who is knowledgeable about the district's program; and

   e. A program shall be in place no later than ninety calendar days from the date of consent.

Procedures Regarding the Provision of a Free, Appropriate Public Education to Students with Disabilities Who Are Advancing From Grade to Grade

The Child Study Team, through in-service training**,** shall ensure students with disabilities who are advancing from grade to grade with the support of specially designed services, continue to be eligible when as part of a reevaluation, the IEP Team determines the student continues to require specially designed services to progress in the general education curriculum and the use of functional assessment information supports the IEP Team's determination.

Procedures Involving Procedural Safeguards to Students Not Yet Eligible for Special Education

Disciplinary procedural safeguards will apply to students not yet eligible for special education. The parent(s) and/or adult student may assert any of the protections of the law if the district had knowledge the student was a student with a disability before the behavior that precipitated the disciplinary action occurred.

Adopted: 20 April 2009
Revised: 26 April 2017
Revised: 30 April 2019

R 2460.9 SPECIAL EDUCATION - TRANSITION FROM EARLY INTERVENTION PROGRAMS TO PRESCHOOL PROGRAMS

Children with disabilities participating in early intervention programs (EIP) assisted under IDEA Part C who will participate in preschool programs under N.J.A.C. 6A:14-1.1 et seq. will experience a smooth transition and will have an Individualized Education Program (IEP) developed and implemented according to N.J.A.C. 6A:14-3.3(e) and N.J.A.C. 6A:14-3.7.

Procedure for Child Study Team (CST) Member Attendance at the Transition Planning Conference

1. The district will make available a CST member to participate in the preschool transition planning conference arranged by the designated service coordinator from the early intervention system and will:

    a. Review the Part C Individualized Family Service Plan for the child;

    b. Provide the parent(s) written registration requirements;

    c. Provide the parent(s) written information with respect to available district programs for preschool students, including general education placement options; and

    d. Provide the parent(s) a form to use to request that the Part C service coordinator be invited to the child's IEP meeting.

2. The district will work collaboratively with the EIP designated service coordinator or early intervention system to eliminate barriers regarding meeting times and locations.

3. School district officials shall adhere to all procedures contained in N.J.A.C. 6A:14-1.1 et seq. for transitioning children with disabilities from EIP to preschool programs.

4. The Part C service coordinator shall be invited to the initial IEP meeting for a student transitioning from Part C to Part B.

Adopted: 20 April 2009
Revised: 26 April 2017

R 2460.15 SPECIAL EDUCATION – IN-SERVICE TRAINING NEEDS FOR PROFSSIONAL AND PARAPROFESSIONAL STAFF

The in-service training needs for professional and paraprofessional staff who provide special education, general education, or related services will be identified and appropriate in-service special education training will be provided by the district.

The district will maintain information to demonstrate its efforts to:

1. Prepare general and special education personnel with the content knowledge and collaborative skills needed to meet the needs of the children with disabilities.

2. Enhance the ability of teachers and others to use strategies, such as behavioral interventions, to address the conduct of students with disabilities that impedes the learning of students with disabilities and others;

3. Acquire and disseminate to teachers, administrators, Board members, and related services personnel, significant knowledge derived from educational research and other sources and how the district will, if appropriate, adopt promising practices, materials, and technology;

4. Insure that the in-service training is integrated to the maximum extent possible with other professional development activities; and

5. Provide for joint training activities of parents and special education, related services, and general education personnel.

Adopted: 26 April 2017

R 2460.16 SPECIAL EDUCATION - INSTRUCTIONAL MATERIAL TO BLIND OR PRINT-DISABLED STUDENTS

All students that are blind or print-disabled will be provided instructional materials in a timely manner in accordance with a plan developed by the district.

The plan to provide the instructional material to blind or print-disabled students in a timely manner will:

1. Be included in the Individualized Education Program of each student with a disability;

2. Set forth the instructional materials needed by the student;

3. Indicate how the instructional material will be provided to the blind or print-disabled student; and

4. Address any assistive technology needed to permit the student to utilize the instructional material to be provided.

Issued: 20 April 2009
Revised: 26 April 2017

R 2461 SPECIAL EDUCATION/RECEIVING DISTRICTS

School district officials and staff shall adhere to all regulations included in N.J.A.C. 6A:14-1.1 et seq. and the following special education regulations:

R 2461.01	Special Education/Receiving Schools – IEP Implementation
R 2461.02	Special Education/Receiving Schools – Suspension/Expulsion
R 2461.03	Special Education/Receiving Schools – Student Records
R 2461.05	Special Education/Receiving Schools – IEP Compliance
R 2461.08	Special Education/Receiving Schools – In-Service Training

Definitions:

Refer to N.J.A.C. 6A:14 and the Individuals with Disabilities Education Act for definitions of terms used in Regulations 2461.01 through 2461.08.

Issued: 20 April 2009

R 2461.01 SPECIAL EDUCATION/RECEIVING SCHOOLS – IEP IMPLEMENTATION

The receiving school district, in order to be in compliance with N.J.A.C. 6A:14, will provide all special education services to all special education students in accordance with New Jersey Administrative Code, the Individuals with Disabilities Act, Board Policies 2460 and 2461 and corresponding Regulations.

Students with disabilities who are placed in a receiving school by a district board of education must have an Individualized Education Program (IEP) in effect prior to the delivery of services.

A. Procedures for Ensuring the Student's Individualized Education Program (IEP) Can Be Implemented

1. The following procedures will be used to ensure the student's IEP can be implemented in the receiving school setting prior to accepting the student.

a. The receiving district case manager or director of special services in the receiving school district will review the IEP.

b. The receiving district will only accept the student if the receiving district case manager, and/or director of special services, determines the student's IEP can be implemented. The receiving district will not accept the student if the case manager or director of special services determines the receiving district cannot implement the IEP.

B. Meetings According to N.J.A.C. 6A:14-2.3(i)2.

1. The student's teacher and, if appropriate, the student and other representatives of the receiving school, will participate in meetings according to N.J.A.C. 6A:14-2.3(i)2.

Issued: 20 April 2009

R 2461.02 SPECIAL EDUCATION/RECEIVING SCHOOLS – SUSPENSION/EXPULSION

The receiving school district, in order to be in compliance with N.J.A.C. 6A:14, will provide all special education services to all special education students in accordance with New Jersey Administrative Code, the Individuals with Disabilities Act, Board Policies 2460 and 2461 and corresponding Regulations.

Procedures for Collaboration For Students With Disabilities Who Are Suspended/Expelled

The receiving school will collaborate with the district Board of Education in the provision for a free, appropriate public education for the population served including students with disabilities who are suspended.

1. The Principal or designee is responsible for implementing suspensions/expulsions in the receiving school.

2. Each time a student with a disability is removed from his/her current placement for disciplinary reasons, the receiving district case manager will notify the case manager of the sending district.

3. The Building Principal or his/her designee will have a system in place to track the number of days a student with disabilities has been removed for disciplinary reasons.

4. Suspension from transportation will be counted as a day of removal if the student does not attend school.

5. Removal for a portion of the school day will be counted proportionately.

6. If the receiving school has an in-school suspension program, participation in the program will not be counted as a day of removal if the program provides the following:

    a. An opportunity for the student to progress in the general curriculum;

    b. The services and modifications specified in the student's IEP;

    c. Interaction with peers who are not disabled to the extent they would have interaction with in the current placement; and



d. The student is counted as present for the time spent in the in-school suspension program.

7. When a series of short-term removals will accumulate to more than ten school days in the year:

a. The case manager of the receiving school and the sending district case manager will consult to determine whether the removals create a change of placement according to N.J.A.C. 6A:14-2.8(b)2;

b. Written documentation of the consultation between school officials and the case manager of the sending district will be maintained by the Child Study Team;

c. If it is determined that there is no change in placement, the case manager of the receiving district, the case manager of the sending district and special education teacher will consult to determine the extent to which services are necessary to:

(1) Enable the student to progress appropriately in the general education curriculum; and

(2) Advance appropriately toward achieving the goals set out in the student's IEP.

d. Written documentation of the consultation and services provided will be maintained by the Child Study Team of the receiving district.

e. Steps will be in place to review the behavioral intervention plan and if necessary convene the IEP team as required according to N.JA.C. 6A:14 Appendix D, 34 C.F.R. §300-520(c)(1) and (2).

R 2461.03 SPECIAL EDUCATION/RECEIVING SCHOOLS – STUDENT RECORDS

The receiving school district, in order to be in compliance with N.J.A.C. 6A:14, will provide all special education services to all special education students in accordance with New Jersey Administrative Code, the Individuals with Disabilities Act, Board Policies 2460 and 2461 and corresponding Regulations.

A. Procedures to Ensure the Individualized Education Program (IEP) is Accessible

1. Procedures regarding student records will be developed and implemented to ensure that the IEP is accessible to each teacher or service provider in accordance with N.J.A.C. 6A:14-3.7(a)2.

2. The compilation, maintenance, access to and confidentiality of student records will be in accordance with N.J.A.C. 6:3-6. Access means the right to view, to make notes, and/or have a reproduction of the record.

3. All student records will be returned to the sending district within fifteen calendar days of a student's last day of enrollment.

4. If the IEP is copied, the receiving district will be sure the IEP is kept confidential and is maintained according to N.J.A.C. 6:3-6.4(b). The IEP will be maintained in a central file at the school attended by the student and if the records are maintained in a different location, there will be a notation on the central file as to where such other records are located.

Issued: 20 April 2009



R 2461.05 SPECIAL EDUCATION/RECEIVING SCHOOLS – IEP COMPLIANCE

The receiving school district, in order to be in compliance with N.J.A.C. 6A:14, will provide all special education services to all special education students in accordance with New Jersey Administrative Code, the Individuals with Disabilities Act, Board Policies 2460 and 2461 and corresponding Regulations.

A. Procedures Regarding the Provision of Services Required by the Individualized Education Program (IEP)

1. The programs and services provided by the receiving school will be in accordance with the requirements of N.J.A.C. 6A:14-1.1 et seq.; and

2. If a change in the delivery of special education or related services is necessary due to a change in personnel or student need, the receiving school will contact the sending district to convene an IEP team meeting to review and, if appropriate, revise the IEP.

Issued: 20 April 2009

R 2461.08 SPECIAL EDUCATION/RECEIVING SCHOOLS – IN-SERVICE TRAINING

The receiving school district, in order to be in compliance with N.J.A.C. 6A:14, will provide all special education services to all special education students in accordance with New Jersey Administrative Code, the Individuals with Disabilities Act, Board Policies 2460 and 2461 and corresponding Regulations.

A. Procedures to Meet the Training Needs of Paraprofessionals, Professionals and Parents of Students with Disabilities

1. The in-service training needs for professional and paraprofessional staff who provide special education, general education or related services will be identified and appropriate in-service training will be provided. The receiving school shall maintain information to demonstrate its efforts to address training as defined in the five following areas:

a. To prepare general and special education personnel with the content knowledge and collaborative skills needed to meet the needs of children with disabilities;

b. To enhance the ability of teachers and others to use strategies, such as behavioral interventions, to address the conduct of students with disabilities that impedes the learning of students with disabilities and others;

c. To acquire and disseminate to teachers, administrators, school Board members, and related services personnel, significant knowledge derived from educational research and other sources and how the district will, if appropriate, adopt promising practices, materials and technology;

(1) The adoption of promising practices will be addressed through the review and dissemination by the school building curriculum committee, through turnkey trainings, presentations at Board meetings, Parent-Teacher Association meetings and other methods as determined by the receiving district.

d. To insure that the in-service training is integrated to the maximum extent possible with other professional development activities; and

e. To provide for joint training activities of parents, special education, and related services and general education personnel [34 C.F.R. § 300.380].

2. The Principal or designee in the receiving district will conduct a needs assessment on an annual basis to identify the in-service training needs as part of the district-wide development activities.

3. The effectiveness of the in-service program will be evaluated at least once at the end of each year by a written survey administered and compiled by the Principal or designee.

4. Documentation of the needs assessment, training activities and evaluation procedures will be maintained by the Principal in the receiving district for three years after the activities are completed.

Issued: 20 April 2009

R 2464 GIFTED AND TALENTED STUDENTS

A. Identification and Selection

1. Classroom teachers will be familiar with the criteria for identifying gifted and talented students and will be alert to students who exhibit those criteria. The identification methodology will be developmentally appropriate, non-discriminatory, and related to the programs and services offered by the district.

2. The Building Principal will review the cumulative files of all Kindergarten through grade six students against the criteria for identifying gifted and talented students. The review will include consideration of classroom achievements, the results of standardized testing, and teaching staff member observation reports.

3. The Building Principal will confer with past and present teachers of any student identified in the review of files and of any student recommended for screening by a teacher.

B. Selection Criteria

Students considered gifted and talented:

1. Have standardized test scores in the 97th percentile in one or more subject areas;

2. Are highly motivated to achieve academically;

3. Consistently demonstrate academic performance at least two grade levels above his/her own;

4. Consistently demonstrate intellectual or creative ability of a nature not readily susceptible to testing; or

5. Displays an extraordinary artistic creative talent with a high degree of self-motivation.

C. Program

1. The enrichment needs of gifted and talented students can be met through a wide variety of activities and teaching strategies. Appropriate curricular and instructional modifications will be developed for gifted students and the program will address appropriate content, process, products and learning environment.

2. Each student's program will seek to involve the student in all subject areas that can provide growth and stimulation in higher cognitive processes such as interpretation, extrapolation, translation, application, analysis, synthesis, and evaluation.

3. No enrichment program will replace the basic instructional program appropriate to the student's grade level.

4. The enriched educational program for a gifted and talented student may consist of:

   a. Additional classroom studies and assignments,

   b. Independent projects in enrichment sessions supervised by the Enrichment Cluster teacher; and/or

   c. General information, as well as content-specific information, as provided for in the curriculum frameworks developed by the New Jersey Department of Education.

5. A classroom teacher may provide for the needs of gifted and talented students by:

   a. Presenting content material that is related to broad-based issues, themes, or problems,

   b. Integrating multiple disciplines into the study area,

   c. Allowing for in-depth learning of a topic selected by the student within the study area,

   d. Developing the student's independent and self-directed study skills,

   e. Developing research skills and methods,

   f. Integrating higher level thinking skills into the curriculum,

   g. Focusing on open-ended tasks,

   h. Using new techniques, materials, and forms,

   i. Encouraging the development of self-understanding, and

   j. Encouraging self-appraisal and evaluation.

Issued: 20 April 2009

R 2481 HOME OR OUT-OF-SCHOOL INSTRUCTION FOR A GENERAL EDUCATION STUDENT FOR REASONS OTHER THAN A TEMPORARY OR CHRONIC HEALTH CONDITION

The Board of Education shall provide instructional services to an enrolled general education student at the student's home or other suitable out-of-school setting pursuant to N.J.A.C. 6A:16-10.2.

A. Conditions For Providing Instructional Services – N.J.A.C. 6A:16-10.2(a)

1. The student is mandated by State law and rule for placement in an alternative education program, but placement is not immediately available;

2. The student is placed on short-term or long-term suspension from participation in the general education program; or

3. A court order requires the student to receive instructional services in the home or other out-of-school setting.

B. Providing Services

1. The school district shall provide services no later than five school days after the student has left the general education program.

2. The school district in which a student resides shall be responsible for the costs of providing instruction in the home or out-of-school setting either directly or through online services, including any needed equipment, or through contract with another Board of Education, Educational Services Commission, Jointure Commission or approved clinic or agency.

C. Standards for Home or Out-Of–School Instruction

1. The district shall establish a written plan for the delivery of instruction and 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 one-on-one instruction for no fewer than ten hours per week on three separate days of the week and no fewer than ten hours per week of additional guided learning experiences that may include the use of technology to provide audio and visual connections to the student's classroom.

4. The instruction shall meet the Core Curriculum Content Standards and the Board of Education's requirements for promotion and graduation.

Issued: 3 November 2009
Revised: 24 February 2015

R 2510 ADOPTION OF TEXTBOOKS

A. Definition

A "textbook" is the principal source of instructional material for any given course of study, in whatever form the material may be presented, which is available to or distributed to every student enrolled in the course of study.

B. Textbook Selection Committee

1. A textbook selection committee(s) will be named annually by the Principal of each school.

2. The Principal of a non-departmentalized school will appoint to the committee no fewer than two teaching staff members, who represent a range of interests and backgrounds.

3. The Principal of a departmentalized school will appoint to the committee no fewer than two teaching staff members, who represent different subject areas or departments in the school.

4. A designated Board member, in consultation with the Superintendent, will chair the committee.

5. If the Board so approves, members of the textbook selection committees may be given compensation during the summer months for the work of reviewing potential textbook selections.

C. Recommendation Procedures

1. Any teaching staff member may request the textbook selection committee's consideration of a possible textbook.

2. The textbook selection committee will investigate current textbooks on the market.

3. A textbook recommended for screening should be read and examined by each of the textbook selection committee members or, in a departmentalized school, by the appropriate subject area representatives. The committee members should have examined, wherever possible, at least three other books similar in nature to the textbook recommended for adoption.

4. Each textbook selection committee member should submit to the chairperson a written evaluation of the textbook.

5. The committee chairperson will also read and examine each recommended textbook.

6. The committee chairperson or the person initiating the request for consideration will prepare an evaluation report for submission to the Superintendent.

7. The Superintendent will forward the recommendation to the Board. He/She may first convene the textbook selection committee or confer with the chairman of the committee to discuss the evaluation report and the merits of the recommended textbook.

D. Review of Textbooks Currently In Use

1. Each textbook that has been in use in the district for five years or more will be evaluated annually by the textbook selection committee for its continuing usefulness. In addition, any teaching staff member may recommend the review of a textbook currently in use and used for less than five years.

2. The textbook selection committee will consider:

   a. The length of service of the current textbook,

   b. The copyright date,

   c. The average condition of the textbooks currently in use,

   d. The cost of replacements,

   e. The merits of the textbook in the light of the standards by which new textbooks are measured, and

   f. If review has been especially requested, the reason for the request.

3. A recommendation to retire a textbook will be forwarded to the Superintendent with a full report of the committee's findings. Any such recommendation should be accompanied by the committee's suggestion for a replacement textbook.



E. Standards of Review

In the review of any suggested textbook, the textbook selection committee shall consider:

1. The reliability and reputation for scholarship of its author and publisher;

2. Whether the content of the textbook

   a. Relates to the course of study in which it will be used,

   b. Can be read and understood by the students for which its use is intended,

   c. Is accurate and up to date,

   d. Clearly distinguishes fact from opinion,

   e. Is well organized and presented,

   f. Includes helpful and thoughtfully prepared indexes, graphic materials, references, bibliographies, glossaries, and appendices, and

   g. Is biased.

3. The ways in which a proposed textbook improves on the book it replaces;

4. Whether the proposed textbook's binding, paper, and typeface are appropriate and durable;

5. The cost and probable life of the proposed textbook;

6. Whether the presentation of any controversial subject is objective and suitable to the maturity of the students for whose use the book is intended;

7. The experience other schools and/or districts may have had with the use of the proposed textbook; and

8. The textbook's compliance with the district's affirmative action plan for school and classroom practices, as set forth in Policy No. 2260.

Issued: 3 November 2009

R 2520 INSTRUCTIONAL SUPPLIES

A. Definition

"Supplies" are the consumable materials distributed to teachers and students for the **successful** implementation of the instructional program. ~~"Supplies" include, but are not necessarily limited to, paper, pencils, chalk, erasers, paste, clay, artistic materials, craft paper, markers, string, adhesive tape, scissors, soap, and the like.~~

B. Supply Procedures

1. Each staff member will be able to request supplies by submitting a request to the Principal or designee.

2~~1~~. Supplies will be kept in a **secure location** ~~supply closet or room in each school building~~. The **Principal or designee** _____ will be responsible **to approve** ~~for~~ the **request of supplies for their school and staff** ~~content and inventory of the supply closet~~

~~2. Each teacher will request supplies each year by submitting a written request to the Principal. The teacher should request a sufficient quantity of supplies to satisfy the needs of his/her class for at least eight weeks.~~

3. The **staff member's** ~~teacher's~~ request will be **retained by the staff member and the Principal or designee** ~~recorded in the~~ _____.

4. At the end of each school year, a record of the **inventory of** supplies **retained by the staff member shall be reported by the staff member to the Principal or designee** ~~requested and used in each classroom will be given to the~~ _____.

5. The Principal will **encourage** ~~invite~~ all ~~teaching~~ staff members to suggest additional supplies and/or replacements for the supplies ~~currently~~ used.

C. Cost of Supplies

Supplies will be made available without charge to all students, except in the following circumstances:

1. Where non-reusable clothing or personal equipment, such as gym outfits, is required for **the** ~~reason of~~ safety, health, or the protection of school property, students will be requested to provide their own clothing or equipment. The Principal may require that such clothing or equipment meet school standards ~~(other than color or style)~~ and may recommend a suitable **vendor** ~~commercial source~~ for the clothing or equipment.

2. Students may be required to provide supplies for their participation in co-curricular activities.

3. A student who is eligible for free and reduced rate meals will not be required to pay for any supplies, including those exempted from free distribution in paragraphs **C.**~~D~~1, 2, and 3 above.

4. **Staff members** ~~Teachers~~ **shall** ~~are advised to~~ report to the **Principal or designee** any student who is **suspected of being** unable to pay for the supplies ~~listed above~~.

Issued: 3 November 2009
Revised:

R 2530 RESOURCE MATERIALS

A. Definition

"Resource materials" are all those sources of information for the use of students that have not been designated as textbooks and generally must be shared by individual students. Resource materials include reference books, fiction and nonfiction books, maps, audio and audio-visual materials, CD ROM's, pamphlets, periodicals, pictures and on-line references. Resource materials may be maintained in classroom library collections and/or in the school library or media center.

B. Selection Process

1. The Principal in each school building will accept the written requests of teaching staff members for new and revised reference materials. Each request should include the:

   a. Name and originator of the work,

   b. Its publisher or distributor,

   c. A brief description of the material, and

   d. The reason for the request, including the relevance of the material to the instructional program.

2 All recommendations will be forwarded to the Principal for consideration. The Principal or designee will attempt to review each requested work or, alternatively, to consult with other educational institutions that have used the material.

3. The Principal or designee may consult such selection aids as booklists, school library journals, previews, school library catalogs, and subject bibliographies prepared by specialists in the field.

4. The Principal or designee will measure each recommendation against the standards for selection (see paragraph C) and the amount budgeted for resource materials in the current or succeeding school year, as appropriate.

5. The Principal will present to the Superintendent a list of recommended purchases. The list will include multiple copies of material for which a high level of interest and need is anticipated.

C. Selection Standards

Standards to be applied in the selection of resource materials are those set forth in Policy No. 2530, repeated here.

1. Material will be suited to the varied interests, abilities, reading levels, and maturation levels of the students to be served.

2. Wherever possible, materials will provide major opposing views on controversial issues so that students may develop under guidance the practice of critical reading and thinking.

3. Wherever possible, materials will represent the many religious, ethnic, and cultural groups and their contribution to American heritage.

4. Materials will be factually accurate and of genuine literary or artistic value.

5. Materials will be of a quality and durability appropriate to their intended uses and longevity.

6. Materials will relate to, support, and enrich the courses of study adopted by the Board.

D. Removal of Reference Materials

1. The Principal or designee will conduct a periodic review of reference collections for their:

   a. Continuing usefulness,

   b. Relevance to the curriculum,

   c. Representation of the needs and interests of all grade levels, subject areas, and departments, and

   d. Balance of content, types of material, and manner of presentation.



2. Standard materials subject to frequent use that are worn or missing should be replaced periodically.

3 Outdated materials and materials no longer relevant to the curriculum may be withdrawn from the collection on Board approval.

4. A complaint about reference materials shall be handled in accordance with Policy No. 9130 and Regulation No. 9130.

Issued: 3 November 2009

R 2531 USE OF COPYRIGHTED MATERIALS

A. Literary Material

1. A single copy may be made of any of the following by or for a teacher at his/her individual request for scholarly research or for use in teaching or in preparation for teaching a class:

   a. A chapter from a book;

   b. An article from a periodical or newspaper;

   c. A short story, short essay or short poem; whether or not from a collective work; or

   d. A chart, graph, diagram, drawing, cartoon or picture from a book, periodical, or newspaper.

2. Multiple copies (not to exceed in any event more than one copy per student in a course) may be made by or for the teacher giving the course for classroom use or discussion provided that:

   a. Each copy includes a notice of copyright; and

   b. The material copied is brief and the copying is spontaneous and noncumulative as measured by the following definitions of brevity, spontaneity, and noncumulative effect.

      (1) Brevity: A reproduced work is brief if it consists of the following:

         (a) Poetry: Not more than a complete poem if fewer than 250 words and if printed on not more than two pages or an excerpt from a longer poem if the excerpt is not more than 250 words. These numerical limits may be expanded to permit completion of an unfinished line of poetry.

(b) Prose: Not more than a complete article, story, or essay of fewer than 2,500 words; or an excerpt from any prose work of not more than 1,000 words or ten percent of the work, whichever is less, but in any event a minimum of 500 words. These numerical limits may be expanded to permit completion of an unfinished prose paragraph.

(c) Illustration: Not more than one chart, graph, diagram, drawing, cartoon, or picture per book or per periodical issue.

(d) Special Works: Certain works in poetry, prose or in poetic prose which often combine language with illustrations and which are intended sometimes for children and at other times for a more general audience often fall short of 2,500 words in their entirety. Paragraph 2b(1)(b) above notwithstanding, such special works may not be reproduced in their entirety; however, an excerpt comprising not more than two of the published pages of such special work and containing not more than ten percent of the words found in the text thereof may be reproduced.

(2) Spontaneity: Reproduction of a copyrighted work is spontaneous if:

(a) The copying is at the instance and inspiration of the individual teacher; and

(b) The inspiration and decision to use the work and the moment of its use of maximum teaching effectiveness are so close in time that it would be unreasonable to expect a timely reply to a request for permission to use the work.

(3) Noncumulative Effect: Reproduction of a copyrighted work is noncumulative if:

(a) The copying of the material is for only one course in the school in which the copies are made;

(b) Not more than one short poem, article, story, essay or two excerpts has been copied from the same author or more than three from the same collective work or periodical volume during one class term. This section does not apply to current news periodicals and newspapers and current news sections of other periodicals;

(c) There have been no more than nine instances of such multiple copying for one course during one class term. This section does not apply to current news periodicals and newspapers and current news sections of other periodicals.

3. Notwithstanding any of the above, the following prohibitions shall be in effect:

a. Copying shall not be used to create or to replace or substitute for anthologies, compilations, or collective works. Such replacement or substitution may occur whether copies of various works or excerpts therefrom are accumulated or reproduced and used separately;

b. There shall be no copying of or from works intended to be consumable in the course of study or of teaching. Consumable works include workbooks, exercises, standardized tests, test booklets, answer sheets, and like material;

c. Copying shall not substitute for the purchase of books, publishers' reprints, or periodicals; or be directed by higher authority; or be repeated with respect to the same item by the same teacher from term to term;

d. No charge shall be made to the student for the copied material.

B. Televised Material

1. A broadcast program may be recorded off-air simultaneously with broadcast transmission (including simultaneous cable retransmission) and retained for a retention period of forty-five calendar days after the date of the recording; at the expiration of the retention period the recording must be erased or destroyed.

2. An off-air recording may be used once by individual teachers in the course of relevant teaching activities and may be repeated once only when instructional reinforcement is necessary, in the classroom or similar place of instruction or the home of a student receiving home instruction, during the first ten school days in

the retention period. After the first ten school days, an off-air recording may be used during the remainder of the retention period only to permit teachers to evaluate its effectiveness in the instructional period.

3. Off-air recordings may be made only at the request of and used by individual teachers and may not be regularly recorded in anticipation of requests. No broadcast program may be recorded off-air more than once at the request of the same teacher, regardless of the number of times the program may be broadcast.

4. A limited number of copies may be reproduced from each off-air recording to meet the legitimate needs of teachers under these guidelines. Each such additional copy shall be subject to all provisions governing the original recording. All copies of off-air recordings must include the copyright notice on the broadcast program as recorded.

5. Off-air recordings need not be used in their entirety, but the recorded programs may not be altered from their original content. Off-air recordings may not be physically or electronically combined or merged to constitute teaching anthologies or compilations.

C. Pre-recorded Video

The use of commercially pre-recorded video (such as video cassettes and DVD disks rented by commercial enterprises) may be used for instructional purposes without the purchase of a public performance license. Such tapes shall not be used in school situations in violation of the copyright laws which prohibit use for reward or entertainment or in other school activities. The use of such materials for these purposes in the school shall be considered a public performance and require:

1. A blanket license for showing the pre-recorded video obtained from the Motion Picture Licensing Corporation (MPLC) or other group authorized to license the pre-recorded material.

2. A specific license for the showing of a pre-recorded video not covered by a blanket license.

The use of non-commercially pre-recorded video shall require the written permission of the producer of the video prior to its use for other than instructional purposes.

If the requested license or permission has not been obtained, the material shall not be shown in the school.



D. Music

1. The following uses of copies of copyrighted music are permissible.

a. Emergency copies of printed music may be made to replace purchased copies which for any reason are not available for an imminent performance provided purchased replacement copies are substituted in due course.

b. For academic purposes other than performance:

(1) Multiple copies of excerpts of works may be made, provided that the excerpts do not comprise a part of the whole which would constitute a performable unit such as a section, movement, or aria, but in no case more than ten percent of the work. The number of copies shall not exceed one copy per student.

(2) A single copy of an entire performable unit (section, movement, aria, etc.) that is

(a) Confirmed by the copyright proprietor to be out of print, or

(b) Unavailable except in a larger work, may be made by or for a teacher solely for the purpose of scholarly research or in preparation to teach a class.

c. Printed copies that have been purchased may be edited or simplified provided that the fundamental character of the work is not distorted or the lyrics, if any, altered or lyrics added if none exist.

d. A single copy of recordings of performances by students may be made for evaluation or rehearsal purposes and may be retained by the educational institution or individual teacher.

e. A single copy of a sound recording (such as a tape, disc, or cassette) of copyrighted music may be made from sound recordings owned by the school district or by an individual teacher for the purpose of constructing aural exercises or examinations and may be retained by the district or the teacher. (This pertains only to the copyright of the music itself and not to any copyright that may exist in the sound recording.)

2. The following uses of copies of copyrighted music are prohibited.

   a. Copying to create or replace or substitute for anthologies, compilations, or collective works;

   b. Copying of or from works intended to be consumable in the course of study or of teaching such as workbooks, exercises, standardized tests, answer sheets, and like material;

   c. Copying for the purpose of performance, except as permitted in paragraph C1a;

   d. Copying for the purpose of substituting for the purchase of music, except as permitted in paragraph C1a and paragraph C1b; and

   e. Copying without inclusion of the copyright notice that appears on the printed copy.

E. Computer Software and the Internet

1. A software program shall not be copied onto a blank disk except as expressly permitted by the program itself.

2. An archival disk may be made as a back-up program disk. The archival disk shall be used only when the original software disk has been mistakenly damaged or destroyed and may not be used for any other purpose.

3. Software shall not be loaded into more than one computer at any one time, unless a site license has been purchased to permit loading multiple computers.

4. Copyrighted materials shall not be downloaded from the Internet without the express permission of the author and the payment of any required fees.

F. Obtaining Permission for Copying

1. A teacher may request and obtain permission to copy material from a copyrighted work; the teacher may then use the work as expressly permitted and will not be bound by the limitations and prohibitions set forth above.

2. Request for permission must be in writing and should be sent, together with an envelope addressed to the sender, to the permissions department of the publisher of the work. The request should include:

   a. The title, author or editor, and edition of materials for which permission is sought;

   b. The exact material to be used, with specification of amount, page numbers, chapters, including, if possible, a photocopy of the material;

   c. The number of copies the requestor proposes to make;

   d. The use to be made of the duplicated materials;

   e. The form of distribution;

   f. Whether or not the copies will be sold; and

   g. The process by which the material will be reproduced.

3. A copy of the written permission granted by the publisher or copyright owner shall be preserved by the teacher who may be required to present the written permission to the Principal or designee.

4. Teachers shall inform students on the limitations of the use of copyrighted material.

Issued: 3 November 2009

R 2560 LIVE ANIMALS IN SCHOOL

A. Standards for Use

1. A teacher or other qualified adult supervisor must assume primary responsibility for the purposes and conditions of any study, activity, or performance that involves live animals in school.

2. Each study involving live animals will have as a clearly defined objective the teaching of some biological principle(s).

3. All animals used must be lawfully acquired in accordance with state and local laws, be healthy and free from transmissible diseases, and must have been vaccinated against rabies if susceptible.

4. Animals may be handled only by the responsible adult supervisor and the student(s) directly involved in the study or performance.

5. Animals must be properly fed and provided with sanitary cage quarters.

6. When animals are kept in school quarters over vacation periods, adequate housing must be provided and a qualified caretaker must be assigned the specific duties of care and feeding.

7. Teachers of students pursuing investigations at other than regular class periods while in school as part of a school assignment or project (such as a school science fair) will be bound by these regulations.

8. Dangerous species of animals will not be permitted in classrooms without permission from the Principal and only when the animal is under the constant supervision of a person qualified and trained to handle said animal.

9. The Principal or designee will make a determination that no student in a class where the animal will be housed is allergic to the animal and would suffer an adverse reaction to the animal. The Principal or designee should also attempt to determine, if any other student in the school building could suffer an adverse reaction. If the Principal or designee determines that there is a student(s) who would suffer an adverse reaction, the Principal shall deny approval to house the animal in the school.

B. Injury to Persons

The following steps will be followed in the event a student, staff member, or visitor to school is bitten or scratched by an animal in school. The teaching staff member or adult supervisor in charge will:

1. Take immediate and prudent steps to prevent further injury;

2. Follow Regulation No. 8441 for The Care of Injured And Ill Persons; and

3. Capture and impound the animal, pending a determination of the Board of Health, of the necessity to destroy the animal for examination.

R 2622 STUDENT ASSESSMENT

A. Statewide Assessment System – N.J.A.C. 6A:8-4.1

1. The school district shall, according to a schedule prescribed by the Commissioner of Education, administer the applicable Statewide assessments, including the following major components: the elementary assessment component for grades three through five; the middle school assessment component for grades six through eight; the high school assessment component; and the alternative State assessment for students with disabilities; and provide notification to each student entering grades three through twelve of the Statewide assessment schedule.

2. Pursuant to N.J.A.C. 6A:8-4.1(c), all students at grade levels three through twelve, and at any other grade(s) designated by the Commissioner of Education pursuant to N.J.A.C. 6A:8-4.1(a), shall take all appropriate Statewide assessments as scheduled.

   a. The school district shall provide all appropriate accommodations or modifications to the Statewide assessment system as specified by the New Jersey Department of Education (NJDOE) for English language learners (ELLs) and students with disabilities as defined in N.J.A.C. 6A:14-1.3 or eligible under Section 504 of the Rehabilitation Act as specified in a student's Individualized Education Program (IEP) or 504 plan in accordance with N.J.A.C. 6A:8-4.1(d)1.

      (1) The school district may administer the Statewide assessments in mathematics to ELLs in their native language, when available, and/or English.

      (2) The school district shall have the option for a first-year ELL of substituting a NJDOE-approved language proficiency test only for the English language arts component of the Statewide assessment, when the student has entered the United States after June 1 of the calendar year prior to the test administration.

b. The school district shall ensure students with disabilities as defined in N.J.A.C. 6A:14-1.3 participate in Statewide assessments in accordance with N.J.A.C. 6A:14-4.10.

c. At specific times prescribed by the Commissioner of Education, the school district shall administer the alternative State assessment for students with disabilities to students with severe disabilities who cannot participate in other assessments due to the severity of their disabilities in accordance with N.J.A.C. 6A:8-4.1(d)3.

d. The school district shall implement alternative ways for students to demonstrate graduation proficiency in accordance with N.J.A.C. 6A:8-5.1(a)6, (f), (g), (h), or (i), as applicable.

3. Test Administration Procedures and Security Measures

a. The school district shall be responsible for ensuring the security of all components of the Statewide assessment system that are administered within the school district.

b. All Statewide assessments shall be administered in accordance with the NJDOE's required test administration procedures and security measures.

c. Any breach of such procedures or measures shall be immediately reported to the Superintendent or designee.

B. Documentation of Student Achievement – N.J.A.C. 6A:8-4.2

1. After each test administration, the NJDOE shall provide the Superintendent the following:

a. Rosters of student performance in each content area;

b. Individual student reports; and

c. School and school district summary data, including school and school district means, numbers tested, and percent achieving at each performance level.

(1) The school district summary data shall be aggregated and disaggregated, and school summary data shall be disaggregated, for students with disabilities as defined in N.J.A.C. 6A:14-1.3 and for ELLs.

2. The school district shall transmit within ten business days any official records, including transcripts, of students who transfer to other school districts or institutions.

3. The school district shall maintain an accurate record of each student's performance on Statewide assessments.

C. Accountability – N.J.A.C. 6A:8-4.3

1. The Superintendent shall report final results of annual assessments to the Board and members of the public at a public meeting within sixty days of receipt of the information from the NJDOE.

2. The Superintendent shall provide educators, parents, and students with results of annual assessments as required under N.J.A.C. 6A:8-4.2(a) and B.1. above, within thirty days of receipt of information from the NJDOE.

3. The school district shall provide appropriate instruction to improve skills and knowledge for students performing below the established levels of student proficiency in any content area either on the Statewide or local assessments.

4. All students shall be expected to demonstrate the knowledge and skills of the NJSLS as measured by the Statewide assessment system.

D. Annual Review and Evaluation of School Districts – N.J.A.C. 6A:8-4.4

1. The NJDOE shall review the performance of schools and school districts by using a percent of students performing at the proficient level as one measure of annual measurable objective (AMO) and incorporating a progress criterion indicative of systemic reform.

a. The review shall include the performance of all students, including students with disabilities as defined by N.J.A.C. 6A:14-1.3, students from major racial and ethnic groups, economically disadvantaged students, and ELLs.

b. The review shall take place at each grade level in which Statewide assessments are administered, using the AMO targets.

E. Public Reporting – N.J.A.C. 6A:8-4.5

1. In accordance with the requirements of N.J.A.C. 6A:8-4.5, the NJDOE shall report annually to the New Jersey State Board of Education and the public on the progress of all students and student subgroups in meeting the NJSLS as measured by the Statewide assessment system by publishing and distributing the NJDOE's annual New Jersey School Report Card in accordance with N.J.S.A. 18A:7E-2 through 5.

2. After each test administration, the NJDOE shall report to the Board on the performance of all students and of student subgroups.

F. Parental Notification

Parents shall be informed of the school district assessment system and of any special tests that are to be administered to their children.

Adopted: 14 July 2015
Revised: 18 October 2022

R 2624 GRADING SYSTEM

A. Purpose of Grading

1. The purpose of grading is to assist students in the process of learning; all grading systems will be subject to continual review and revision to that end.

2. Grades acknowledge a student's demonstrated proficiency in the New Jersey Core Curriculum Content Standards and locally established learning goals and objectives:

   a. Active participation in and attention to daily lessons,

   b. Frequent contribution to discussions,

   c. Prompt, thorough, accurate, and neat preparation of assignments,

   d. Thorough preparation and performance on tests and assessments,

   e. Display of an eagerness to learn and an inquisitive approach to lessons,

   f. Attention to the need for proper materials,

   g. Cooperation with the teacher's efforts, and

   h. Willingness to work to the best of his/her ability and to do more than the minimum expected.

B. Preparation for Grading

1. Each student must be informed of the behavior and achievements expected of him/her at the outset of each course of study or unit of study.

2. Each student must be kept informed of his/her progress during the course of a unit of study. Students who so request are entitled to see the grades resulting from their performance during the grading period.

3. Each method of grading shall be appropriate to the course of study and the maturity and abilities of the students.

4. Students should be encouraged to evaluate their own achievements.

5. The process of review and revision will involve teaching staff members, parent(s) or legal guardian(s), and, as appropriate, students.

C. Grading Periods

1. Grades will be awarded at the end of three marking periods in each school year.

2. Grades will be recorded on report cards for parent(s) or legal guardian(s) notification in accordance with Policy No. 5420 and Regulation No. 5420.

D. Basis for Grading

The teacher responsible for assigning a grade should take into consideration the student's:

1. Completion of written assignments prepared in the classroom or elsewhere;

2. Oral contributions in class, including discussion responses, observations, panel participation, presentations, initiation of topics;

3. Performance on oral and written tests and quizzes;

4. Research into standard references and other background materials;

5. Oral and written reports on materials read by the student;

6. Term papers;

7. Special oral or written reports;

8. Other evidences of the student's constructive efforts and achievements in learning; and

9. For the final grade, the student's attendance record, in accordance with Policy Nos. 5200, 5410, and 5460.

E. Meaning of Grades

1. The following grades will be given in each academic subject at the end of each marking period:

a. A grade of A indicates superior performance. It may be given to a student whose achievement is significantly above grade level; whose work achieves a quality and quantity that consistently excels; and who demonstrates a high degree of initiative, application, and purpose.

b. A grade of B indicates above average performance. It should be given to a student whose achievement is above grade level; whose work frequently excels; and who generally demonstrates strength in the subject.

c. A grade of C indicates average performance. It should be given to a student whose achievement in most areas of the subject are average; whose work is acceptable; and who demonstrates a satisfactory degree of proficiency.

d. A grade of D indicates below average performance. It should be given to a student whose achievement in the subject is barely passing; whose work is the minimum acceptable for credit; and who demonstrates only weak proficiencies in the subject.

e. Letter grades may be modified by plus or minus signs.

2. The following grading scales and indicators shall be used:

Kindergarten

I = Independent

P = Progressing

D = Developing

NR = Needs skill reinforcement

NE = Not evaluated at this time

Grades 1 - 3

I = Independent

P = Progressing

D = Developing

NR = Needs skill reinforcement; more support

NE = Not evaluated at this time

Grades 4 - 6

A	=	93 - 100
A-	=	90 - 92
B+	=	87 - 89
B	=	83 - 86
B-	=	80 - 82
C+	=	77 - 79
C	=	73 - 76
C-	=	70 - 72
D	=	Below 70

F. Grade Validation

In order that he/she may justify a grade, each teacher is directed to retain in his/her possession the following records to validate grades awarded to students. The records should be kept for a minimum of six years after the end of the school year in which the grades were awarded.

1. The daily attendance and tardiness record;

2. All grades earned for classroom activities such as quizzes, tests, reports, and class recitations;

3. All grades earned for activities conducted elsewhere, such as homework assignments and term papers;

4. Any notation regarding the meaning of each grade and its relation to the type of activity or material covered;

5. Any notation of discussions with the student on a grade or the student's cumulative grade average;

6. Any referrals for guidance, discipline, and the like; and

7. Any notations recording communications between the teacher and the parent(s) or legal guardian(s), the Principal, or other teaching staff members.

G. Appeal

1. Each teacher is responsible for the determination of the grade a student receives for participation in the teacher's course of study.



2. Each teacher may be required to furnish reasons, supported by evidence (see paragraph E above) to substantiate any grade earned.

3. If a grade is challenged by a student or a parent(s) or legal guardian(s), the teacher will convene a conference and will explain the grading system and the reasons for the final grade.

4. If the parent(s) or legal guardian(s) or student is not satisfied by the teacher's explanations, he/she may appeal the grade to the Principal, who will consult with the teacher and the student in an attempt to resolve the dispute. The Principal will give every reasonable deference to the teacher's professional judgment.

5. If the Principal determines that the grade should be changed, he/she will alter the grade on all records and indicate by whose authority the grade has been changed.

6. No reprisals will be taken in any form against a teacher who remains determined in his/her belief that the grade originally given is fair and correct.

7. The Superintendent may hear an appeal from the Principal's determination. Only in the most extraordinary circumstances will the Superintendent alter a grade determined at the school building level.

Issued: 3 November 2009

R 3126 DISTRICT MENTORING PROGRAM

The Board of Education is authorized to employ a holder of a certificate of eligibility (CE) or certificate of eligibility with advanced standing (CEAS) after its mentoring plan been approved pursuant to N.J.A.C. 6A:9C-5.1.

A. Definitions (N.J.A.C. 6A:9-2.1)

1. "Certificate of Eligibility or CE" means a certificate with lifetime validity issued to persons who have completed degree, academic study and applicable to seek and accept employment in corresponding positions requiring certification.

2. "Certificate of Eligibility with Advanced Standing or CEAS" means a certificate with a lifetime validity issued to persons who have complete degree, academic study, applicable test requirements, and CEAS educator preparation programs for certification. The CEAS permits the applicant to seek and accept employment in positions requiring certification.

3. "District mentoring program" means a program of induction and support for non-tenured teachers, including novice provisional teachers and experienced teachers new to a school district designed to develop them into effective professionals within the school district.

4. "Endorsement" means an authorization allowing a certificate holder to teach one or more specific subject area(s) or to serve in one or more specific teaching staff role(s).

5. "Mentor teacher" means an experienced certified New Jersey teacher who is assigned to provide support and guidance to a novice teacher.

6. "Novice teacher" means any teacher serving full- or part-time under a provisional certificate who has not yet been issued a standard instructional certificate in any endorsement area.

7. "Professional Standards for Teachers" means the knowledge, skills and dispositions that all teachers must acquire to practice as teachers in accordance with N.J.A.C. 6A:9-3.3.

8. "Provisional teaching period" means a minimum of two years of full-time teaching under a provisional certificate required of all novice teachers before they are eligible to be recommended for a standard certificate.



B. Requirements for District Mentoring Program

1. The district shall develop a mentoring program to provide non-tenured teachers, including novice provisional teachers who hold a CE or CEAS, with an induction to the teaching profession and to the school district community thorough differentiated supports based on the teachers' individual needs and to help them become effective professionals.

2. The goals of the district mentoring program to provide shall be to enhance teacher knowledge of, and strategies related to, the New Jersey Student Learning Standards (NJSLS) to facilitate student achievement and growth; identify exemplary teaching skills and educational practices necessary to acquire and maintain excellence in teaching; and assist first-year teachers in performing their duties and adjusting to the challenges of teaching.

3. The Board of Education shall determine how each non-tenured teacher in his or her first year of employment, which shall be equal to at least thirty weeks, shall be provided with the following supports:

   a. Comprehensive induction to school district policies and procedures including, but not limited to, introduction to school district curricula, student assessment policies, and training on the school district's evaluation rubric, including setting and assessing student learning through student growth objectives;

   b. Individualized supports and activities, which shall be assigned at the school district's discretion and shall be aligned with the Professional Standards for Teachers at N.J.A.C. 6A:9-3.3, the Standards for Professional Learning at N.J.A.C. 6A:9C-3.3, and the school district's Commissioner-approved teaching practice instrument. The supports and activities shall be guided by:

      (1) The non-tenured teacher's degree of preparation and experience;

      (2) The non-tenured teacher's individual professional development plan (PDP) developed in accordance with N.J.A.C. 6A:9C-4.4;

      (3) Areas of focus within the district mentoring plan; and



(4) Goals of the school and school district plans for professional development as described in N.J.A.C. 6A:9C-4.2.

c. One-to-one mentoring, which is required for each novice provisional teacher as set forth in 4. below.

4. The district shall provide an individual mentor to work one-to-one with a novice provisional teacher and ensure:

a. Each novice provisional teacher is assigned an individual mentor at the beginning of the contracted teaching assignment;

b. The mentor teacher provides observation and feedback, opportunities for the novice teacher to observe effective practice, and confidential guidance and support in accordance with the Professional Standards for Teachers, and guides the teacher in a self-assessment on the school district's Commissioner-approved teaching practice instrument;

c. The one-to-one mentoring includes planned, in-person contact time between the mentor teacher and the novice provisional teacher holding a CE or CEAS over the course of the academic year, or proportionally longer if the novice provisional teacher holds a part-time teaching assignment;

d. The mentor teacher and the novice provisional teacher holding a CEAS meet at least once per week for the first four weeks of the teaching assignment;

e. The mentor teacher and the novice provisional teacher holding a CE meet at least once per week for the first eight weeks of the teaching assignment:

(1) The one-to-one mentoring shall support the novice provisional teacher in achieving the curricular objectives of the formal instructional program in which the novice provisional teacher holding a CE is enrolled.

f. All contact time between the mentor teacher and the novice provisional teacher shall be recorded in a log, developed as part of the district mentoring plan, submitted to the Superintendent or designee, and maintained within the school district.

5. All novice provisional teachers whose positions require possession of instructional certificates pursuant to N.J.S.A. 18A:26-2 and N.J.A.C. 6A:9B-5.1 shall comply with the district mentoring program requirements.

6. The district shall budget State funds appropriated for the novice teacher mentoring program.

   a. Subject to the availability of funds, the Department of Education shall appropriate State funds based on the number of novice teachers employed each year by the Board of Education.

   b. The Board of Education shall ensure State funds appropriated for this program supplement, and not supplant, Federal, State or local funds already devoted to planning and implementing a novice teacher mentor program.

   c. The Board of Education shall ensure State funds are used for one or more of the following:

      (1) Stipends for mentor teachers;

      (2) The costs associated with release time;

      (3) Substitutes for mentor and notice teachers; and

      (4) Professional development and training activities related to the program.

   d. If no State funds are available to pay the costs of mentoring fees, candidates who are required to complete a provisional period of teaching to obtain standard certification shall be responsible for payment of mentoring fees during the first provisional year. The Board may, at its discretion, pay all or part of the mentoring fees.

7. The school district's administrative office shall oversee the payment of mentors. Payment shall not be conferred directly from provisional novice teacher to mentor.



C. Mentor requirements

1. The Superintendent shall oversee the mentor selection process and ensure the individual mentor of a novice provisional teacher meets the following minimum requirements:

a. Holds an instructional certificate and, when possible, is certified in the subject area in which the novice provisional teacher is working;

b. Has at least three years of experience and has taught full-time for at least two years within the last five years.

c. Does not serve as the mentee's direct supervisor not conduct evaluations of teachers;

d. Demonstrates a record of success in the classroom:

(1) All mentor teacher applicant shall have received a summative rating of effective or highly effective on the most recent summative evaluation, pursuant to N.J.A.C. 6A:10.

(a) A mentor teacher applicant in a school or school district not required pursuant to N.J.A.C. 6A:10-1 to issue summative evaluations shall demonstrate at least one year of effective teaching on his or her most recent evaluation as determined by his or her supervisor.

e. Understands the social and opportunities available in the school district and is able to act as a referral source to the novice provisional teacher; and

f. Understands the resources and opportunities available in the school district and is able to act as a referral source to the novice provisional teacher; and

g. Completes a comprehensive mentor training program with a curriculum that includes, at a minimum, training on the school district's teaching evaluation rubric and practice instrument, Professional Standards for Teachers, NJSLS, classroom observation skills, facilitating adult learning and leading reflective conversations about teaching practice.

D. District Mentoring Plan

1. The Superintendent or designee shall develop a district mentoring plan as part of the school district's PDP pursuant to N.J.A.C. 6A:9C-4.4. The district mentoring plan shall include logistics for its implementation and describe the school district's responsibilities pursuant to N.J.A.C. 6A:9C-5.

   a. The Superintendent shall submit the district mentoring plan to the Board of Education for review of its fiscal impact.

   b. The Superintendent or designee shall share the district mentoring plan with each school improvement panel, which shall oversee the school-level implementation of the district mentoring plan and shall communicate the plan to all non-tenured teachers and their mentors.

   c. The Superintendent or designee annually shall review the plan and revise it, as necessary, based on feedback from mentor logs, each school improvement panel, and data on teacher and student performance.

Revised: 2 January 2018

R 3142 NONRENEWAL OF NONTENURED TEACHING STAFF MEMBER

A. Evaluations

1. Each nontenured teaching staff member shall be evaluated in strict compliance with, N.J.S.A. 18A:27-3.1, N.J.A.C. 6A:10-1.1 et seq., and the policies and procedures of this district.

B. Nonrenewal Recommendation

1. When a nontenured teaching staff member's performance does not meet the standards of the school district, employment will not be offered to the nontenured teaching staff member for the succeeding school year.

2. On or before May 15 of each year, each nontenured teaching staff member continuously employed by a Board of Education since the preceding September 30 shall receive a written notice from the Superintendent that such employment will not be offered if the Superintendent recommends the nontenured teaching staff member not be renewed.

3. A recommendation by the Superintendent to not renew a nontenured teaching staff member's contract for the succeeding school year may be based upon the nontenured teaching staff member's observations, evaluations, job performance, or any factor affecting his/her employment in the school district.

4. A nontenured teaching staff member's employment contracts can be renewed only upon the Superintendent's recommendation and a recorded roll call majority vote of the full membership of the Board. The Board shall not withhold its approval for arbitrary and capricious reasons.

C. Nonrenewal Action

1. Prior to notifying the nontenured teaching staff member of the nonrenewal, the Superintendent shall notify the Board of the recommendation not to renew the nontenured teaching staff member's contract and the reasons for the recommendation. The Superintendent may notify the Board members of the recommendation not to renew the nontenured teaching staff member's contract and the reasons for the recommendation in a written notice to the Board prior to May 15 or in the alternative, in executive session. If notification is provided to the Board in executive session, the Superintendent and the Board will meet in executive session prior to May 15 to review the Superintendent's recommendation(s).

a. Notice of the executive session shall be given in accordance with N.J.S.A. 10:4-13 and individual notice shall be given, not less than forty-eight hours in advance of the meeting, to those nontenured teaching staff members whose possible nonrenewal will be discussed at the meeting. If any such nontenured teaching staff member ~~employee~~ requests the discussion take place in public, the recommendation for his/her nonrenewal will be severed from any other nonrenewal recommendation and will be scheduled for discussion at a public meeting prior to May 15.

2. A nontenured teaching staff member not recommended for renewal by the Superintendent is deemed not renewed. A Board of Education vote is not required on the Superintendent's recommendation(s) to not renew a nontenured teaching staff member's contract.

D. Notice of Nonrenewal

1. The nonrenewal notice shall be provided to the nontentured teaching staff member not recommended for renewal by the Superintendent on or before May 15. If hand delivered, a record shall be made of the date on which delivery was made. If sent by mail, the notice shall be sent registered mail, return receipt requested, to the nontenured teaching staff member's address of record.



E. Request for Statement of Reasons

1. Any nontenured teaching staff member receiving notice that a teaching contract for the succeeding school year will not be offered may, within fifteen calendar days thereafter, request in writing, a statement of the reasons for such non-employment which shall be given to the nontenured teaching staff member in writing within thirty calendar days after the receipt of such request.

2. The statement of reasons for a nonrenewal will set forth, with as much particularity as possible, the precise reasons for the nonrenewal. Where the nonrenewal is based on performance deficiencies recorded in the nontenured teaching staff member's observations and evaluations and the nontenured teaching staff members has been given a copy of those observations and evaluations, the statement of reasons may incorporate the evaluations by reference.

3. The written statement of reasons will be prepared by the Superintendent.

F. Nonrenewal Appearance

1. Whenever the nontenured teaching staff member has requested in writing and received a written statement of reasons for non-reemployment pursuant to N.J.S.A. 18A:27-3.2, the nontenured teaching staff member may request in writing an informal appearance before the Board. The written request shall be submitted to the Board within ten calendar days of the nontenured teaching staff member's receipt of the Board's statement of reasons.

2. The informal appearance shall be scheduled within thirty calendar days from the nontenured teaching staff member's receipt of the Board's statement of reasons.

3. The Board will exercise discretion in determining a reasonable length of time for the proceeding, depending upon each instance's specific circumstances.

4. The proceeding of an informal appearance before the Board may be conducted in executive session pursuant to N.J.A.C. 10:4-12(b)(8). If conducted in executive session, notice must be given in accordance with N.J.S.A. 10:4-13.

5. The Board shall provide the nontenured teaching staff member adequate written notice regarding the date and time of the informal appearance.

6. The nontenured teaching staff member's appearance before the Board shall not be an adversary proceeding. The purpose of the appearance shall be to provide the nontenured teaching staff member the opportunity to convince Board of Education members to offer reemployment.

7. The proceeding of an informal appearance before the Board shall be conducted with the President of the Board presiding.

8. The nontenured teaching staff member may be represented by an attorney or by one individual of his/her choosing. The nontenured teaching staff member may present, on his or her behalf, witnesses who do not need to present testimony under oath and shall not be cross-examined by the Board. Witnesses shall be called one at a time into the meeting to address the Board and shall be excused from the meeting after making their statements.

G. Final Determination

1. A Board vote is not required on the Superintendent's recommendation(s) to not renew a nontenured teaching staff member. However, after an informal appearance before the Board, the Superintendent may make a recommendation for reemployment of the nontenured teaching staff member to the voting members of the Board. If the Superintendent recommends the nontenured teaching staff member for reemployment, the voting members of the Board must, by a majority vote of the full Board at a public session, approve or not approve the Superintendent's recommendation for reemployment.

2. The Board may, with a majority vote of its full membership in public session and without the recommendation of the Superintendent, offer the nontenured teaching staff member reemployment after the informal appearance before the Board.

3. Within three working days following the informal appearance, the Board shall notify the affected nontenured teaching staff member, in writing, of its final determination. The Board may delegate notification of its final determination to the Superintendent or Board Secretary.

Issued: 3 November 2009
Revised: 29 March 2014
Revised: 16 November 2021

R 3144 CERTIFICATION OF TENURE CHARGES

A. Definition

1. For the purposes of Policy 3144 and this regulation, "day" means business day when the period specified is less than seven (7) days, and calendar day when the period specified is seven (7) days or more: provided however, that calculations do not include the day of the action from which they are computed but do not include the last day of the period being computed unless such day falls on a Saturday, Sunday or holiday, in which case the last day shall be deemed the next business day immediately following. Filings received after the close of business (4:15 p.m.) shall be deemed filed on the next business day.

B. Filing of Written Charges and Certificate of Determination – N.J.A.C. 6A:3-5.1

1. N.J.A.C. 6A:3-1.3 – Filing and Service of petition of Appeal shall not apply in a case of tenure charges filed with the Commissioner against an employee of a board of Education or a school district under full State intervention. In place of the usual petition, the board or the State District superintendent shall file written charges and the required certificate of determination with the Commissioner, together with the name of the attorney who is anticipated for administrative purposes will be representing the Board of Education or the State District Superintendent and proof of service upon the employee and the employee's representative, if known. Such service shall be at the same time and in the same manner as charges are filed with the Commissioner.

    a. In accordance with N.J.S.A. 34:13A-24, fines and suspensions imposed as minor discipline shall not constitute a reduction in compensation pursuant to the provisions of N.J.S.A. 18A:6-10 where the negotiated agreement between a Board of Education and the majority representative of the employees in the appropriate collective bargaining unit provides for such discipline. In these cases, tenure charges shall not be filed to impose minor discipline on a person serving under tenure.

2. In all instances of the filing and certification of tenure charges, except charges filed against a teacher, Principal, Assistant Principal or Vice Principal for reasons of efficiency pursuant to N.J.S.A. 18A:6-17.3 the following procedures and timelines shall be observed:

a. Charges shall be stated with specificity as to the action or behavior underlying the charges and shall be filed in writing with the Secretary of the Board of Education or the State district Superintendent, accompanied by a supporting statement of evidence both of which shall be executed under oath by the person(s) instituting such charges.

b. Along with the required sworn statement of evidence, charges shall be transmitted to the affected tenured employee and the employee's representative, if known, within three (3) working days of the date they were filed with the Secretary of the Board of Education or the State District Superintendent. Proof of mailing or hand delivery shall constitute proof of transmittal.

c. The affected tenured employee shall have an opportunity to submit to the Board of Education or the State District Superintendent a written statement of position and a written statement of evidence, both of which shall be executed under oath with respect thereto within fifteen (15) days of receipt of the tenure charges.

d. Upon receipt of the tenured employee's written statements of position and evidence under oath, or upon expiration of the allotted fifteen-day time period, the Board of Education shall determine by a majority vote of its full membership, or the State District Superintendent shall determine, within forty-five days whether there is probably cause to credit the evidence in support of the charges and whether such charges, if credited, are sufficient to warrant a dismissal or reduction of salary. In accordance with the provisions of N.J.S.A. 18A:6-13, if the Board of Education does not make a determination within forty-five days after receipt of the written charges, the charges shall be deemed to be dismissed and no further proceeding or action shall be taken.

e. The Board of Education or the State District Superintendent shall provide, within three (3) working days, written notification of the determination to the employee against whom the charge has been made, in person or by certified mail to the last known address of the employee and the employee's representative, if known.



f. If the Board of Education or the State District Superintendent finds probable cause exists and the charges, if credited, are sufficient to warrant a dismissal or reduction of salary, then the Board or the State District Superintendent shall file, within fifteen days, written charges with the Commissioner. The charges shall be stated with specificity as to the action or behavior underlying the charges and shall be accompanied by the required certificate of determination together with the name of the attorney who is anticipated for administrative purposes will be representing the Board of Education or State District Superintendent and proof of service upon the employee and the employee's representative, if known. Such service shall be at the same time and in the same manner as the filing of charges with the Commissioner.

g. Pursuant to N.J.S.A. 18A:6-11, all deliberations and actions of the Board of Education with respect to such charges shall take place at a closed/executive session meeting.

3. If the tenure charges of inefficiency pursuant to N.J.S.A. 18A:6-17.3, except in the case of Building Principals and Vice Principals in school district under full State intervention where procedures are governed by the provisions of N.J.S.A. 18A:7A-45 and such rules as may be promulgated to implement it, the following procedures and timelines shall be observed:

   a. When the conditions described in N.J.S.A. 18A:6-17.3.a(1) or (2) and as outlined in Policy 3144.12 have been satisfied, the Superintendent shall promptly file with the Secretary of the Board a charge of inefficiency.

   b. The charges of inefficiency shall be transmitted to the affected tenured employee and the employee's representative, if known, within three working days of the date the charges were filed with the Secretary of the board or State District Superintendent. Proof of mailing or hand delivery shall constitute proof of transmittal.

   c. The affected tenured employee shall have an opportunity within ten days of receipt to submit to the Board or State District Superintendent a written statement of position under oath demonstrating how the school district failed to comply with evaluation procedures.

   d. Within thirty days of the filing, the Board or State District superintendent shall forward a written charge to the Commissioner unless the Board or the State District Superintendent determines the evaluation process has not

been followed. Such determination shall be made by a majority vote of the Board's full membership or by the State District Superintendent.

e. Upon receipt of the charge, the Commissioner or his or her designee shall examine the charge. The charge shall again be served upon the employee at the same time it is forwarded to the Commissioner and proof of service shall be included with the filed charge. The individual against whom the charge is filed shall have ten days to submit to the Commissioner a written response to the charge.

f. Within five days of the individual's deadline to submit a written response to the charge, the Commissioner shall appoint an arbitrator to hear the case and refer the case to the arbitrator, unless he/she determines the evaluation process has not been followed.

g. Pursuant to N.J.S.A. 18A:6-11, all deliberations and actions of the Board of Education with respect to such charges shall take place at a closed/executive session meeting.

4. The provisions of N.J.A.C. 6A:3-5.1 shall not apply to employees of Charter Schools, who are governed by the provisions of N.J.A.C. 6A:11-6.

C. Format of Certificate of Determination

1. The certificate of determination that accompanies the written charges shall contain a certification by the Board of Education Secretary or the State District Superintendent:

a. The Board of Education or the State District Superintendent has determined the charges and the evidence in support of the charges are sufficient, if true in fact, to warrant dismissal or a reduction in salary;

b. Of the date, place and time of the meeting at which such determination was made and whether or not the employee was suspended and, if so, whether such suspension was with or without pay; and

c. The determination was made by a majority vote of the whole number of members of the Board of Education or by the State District Superintendent in accordance with N.J.S.A. 18A:7A-39.

2. The provisions of N.J.A.C. 6A:3-5.2 shall not apply to employees of Charter Schools, who are governed by the provisions of N.J.A.C. 6A:11-6.

D. Filing and Service of Answer to Written Charges – N.J.A.C. 6A:3-5.3

1. Except as specified in N.J.A.C. 6A:3-5.1(c)5, an individual against whom tenure charges are certified shall have fifteen (15) days from the date such charges are filed with the Commissioner to file a written response to the charges. Except as to the time for filing, the answer shall conform to the requirements of N.J.A.C. 6A:3-1.5(a) through (d).

   a. Consistent with N.J.A.C. 6A:3-1.5(g), nothing in N.J.A.C. 6A:3-5.3 precludes the filing of a motion to dismiss in lieu of an answer to the charges, provided the motion is filed within the time allotted for the filing of an answer. Briefing on the motions shall be in the manner and within the time fixed by the Commissioner, or by the arbitrator if the motion is to be briefed following transmittal to an arbitrator.

2. Upon written application by the person against whom charges are filed, the Commissioner may extend the time period for the filing of an answer upon a finding of good cause shown consistent with the provisions of N.J.S.A. 18A:6-16. Such application shall be received prior to the expiration of the fifteen-day answer period, or the ten-day answer period specified in N.J.A.C. 6A:3-5.1(c), and a copy shall be served upon the charging Board of Education or the State District Superintendent. The Board of Education or State District Superintendent shall promptly notify the Commissioner of any opposition to the request.

   a. A request for extension that is received after the fifteen-day period allotted for an answers to tenure charges, or after the ten day period allotted in N.J.A.C. 6A:3-5.1(c) will be considered only in the event of demonstrated emergency or other unforeseeable circumstance such that the request could not have been made within the requisite filing period.

3. If no answer is filed within the requisite time period and no request for extension is made, or if the request is denied by the Commissioner or the charged employee submits an answer or other responsive filing indicating the employee does not contest the charges, the charges shall be deemed admitted by the charged employee.

4. The provisions of N.J.A.C. 6A:3-5.3 shall not apply to employees of Charter Schools, who are governed by the provisions of N.J.A.C. 6A:11-6.

E. Determination of Sufficiency and Transmittal of Hearing – N.J.A.C. 6A:3-5.5

1. Except as specified in – N.J.A.C. 6A:3-5.1(c), within ten days of receipt of the charged party's answer or expiration of the time for its filing, the Commissioner shall determine whether such charge(s) are sufficient, if true, to warrant dismissal or reduction in salary. If the charges are determined insufficient, they shall be dismissed and the parties shall be notified accordingly. If the charges are determined sufficient, the matter shall, be transmitted immediately to an arbitrator for further proceedings, unless the Commissioner retains the matter pursuant to N.J.A.C. 6A:3-1.12.

    a. A notice of transmittal shall be issued to the parties by the Department of Education on the same date as the matter is transmitted to an arbitrator.

2. Where a party to a tenure matter so requests, the Commissioner may agree to hold the matter in abeyance at any time prior to transmittal to an arbitrator. Thereafter, requests to hold the matter in abeyance shall be directed to the arbitrator. Any request for abeyance whether directed to the commissioner or the arbitrator, shall be consistent with the intent of N.J.S.A. 18A:6-16 as amended by P.O. 1998, c.42.

F. Withdrawal, Settlement or Mooting of Tenure Charges – N.J.A.C. 6A:3-5.6

1. Once tenure charges are certified to the commissioner, they may be withdrawn or settled only with approval. Any proposed withdrawal or settlement, whether submitted to the commissioner or to the arbitrator, shall address the following standards established by the State Board of Education in the matter entitled *In re Cardonick*, State Board decision of April 6, 1983 (1990 *School Law Decisions* (S.L.D.) 842, 846):

    a. Accompaniment by documentation as to the nature of the charges:

    b. Explication of the circumstances justifying settlement or withdrawal;

    c. Consent of both the charged and charging parties;

    d. Indication the charged party entered into the agreement with a full understanding of his or her rights;

    e. A showing the agreement is in the public interest; and

f. If the charged party is a teaching staff member, showing the teaching staff member has been advised of the Commissioner's duty to refer tenure determination resulting in loss of position to the State Board of Examiners for possible suspension or revocation of certificate.

2. A settlement agreement shall not propose terms that would restrict access to information or records deemed public by law or result in misrepresentation of the reason for an employee's separation from service. If tenure charges have been certified to the Commissioner by a Board of Education, any proposed settlement shall indicate by signature of the Board Attorney or inclusion of a Board of Education resolution authorizing settlement that the Board of Education has consented to the terms of the settlement.

3. A proposed withdrawal or settlement of tenure charges shall be submitted to the commissioner prior to transmittal of such charges to the arbitrator; thereafter, it shall be submitted to the arbitrator

4 If tenure proceedings against a teaching staff member are concluded prior to adjudication because the charged party has unilaterally resigned or retired, the Commissioner may refer the matter to the State Board of Examiners for action against the charged party's certificate as it deems appropriate, when such referral is warranted under the provisions governing resignation or retirement prior to conclusion of tenure charges as set forth in N.J.A.C. 6A:9-17.4.

7. If a proposed settlement required the tenured employee to relinquish a certificate issued by the State Board of Examiners, upon approval of the settlement agreement, the Commissioner shall forward the matter to the State Board of Examiners for proceedings in accordance with N.J.A.C. 6A:9-17.11.

Issued: June 28, 2011
Revised: 29 April 2014

R 3146 CONDUCT OF REDUCTION IN FORCE

A. Seniority Lists

In order to determine the teaching staff member(s) affected by a reduction in force, a seniority list will be prepared for each seniority category. The Superintendent's office will

1. Determine the category or categories of employment in which each teaching staff member has served by reference to positions held and qualifying certification.

2. Determine whether the member has earned tenure in the district and in the position in which the category falls, in accordance with N.J.S.A. 18A:28-6. Tenure is earned in the positions of Assistant Superintendent, School Business Administrator, Principal, Assistant Principal, Vice Principal, supervisor, educational services personnel, school nurse, and teacher.

3. Calculate length of service in each category within a tenure position in which the employee has earned tenure.

   a. Length of service may be expressed in calendar months and days or in calendar years and portions of years, to two decimal places.

   b. Length of service commences from the day on which the employee began service in the category and ends with the end of the current school year or, in the case of previously riffed employees, the day on which the employee's district service was terminated.

4. Deduct from time of service in the category any periods of unpaid absence taken for any purpose other than study or research, except that the first thirty days, consecutive and aggregate, of such unpaid absence taken within any one school year will not be deducted.

5. Add periods of prior active military service, to a maximum of four years, to the member's length of service in the first category of district employment. Each full year of military service equals one year of seniority; a fraction of a year, ten months or longer, equals one year of seniority for a ten month employee.

6. Enter the total amount of service for the member's initial category of employment.

7. If the member has been transferred to a second category or successive categories, calculate the service time of each category in accordance with A1 through A4 and enter separately.

   a. Service in succeeding categories is included in the member's seniority in each earlier category.

   b. Each seniority list must clearly indicate the category or categories in which the member has earned seniority and the total accrued time in each.

B. RIF Procedures

1. Determine the category or categories of employment to be reduced in number in a reduction in force.

2. Transfer or dismiss nontenured teaching staff members in the reduced category, in accordance with Policy No. 3146.

3. If no nontenured member remains in the category, the least senior tenured member shall be transferred to a previous seniority category in the same tenure position over a nontenured member or a less senior member in that category.

4. If there are no positions within his/her seniority categories in the same tenure position to which the member may be transferred, the member shall be transferred to a position outside his/her seniority categories but within the same tenure position, provided the member is appropriately certified for the position and the position is held by a nontenured employee.

5. If there are no positions to which he/she can be transferred by right of seniority or tenure in the same tenure position, the member shall revert in reverse chronological order to each seniority category and tenure position in which he/she was previously employed in the district, in accordance with the procedure set forth in B3 through B4 above.

6. When there are no positions which the tenured member affected by a reduction in staff can claim over other tenured employees by superior seniority or over nontenured employees by tenure, he/she shall be dismissed, shall receive sixty days notice of such dismissal or pay in lieu thereof, and shall be placed on a preferred eligible list for each category in which he/she was employed by the district.

Issued: 3 November 2009



R 3160 PHYSICAL EXAMINATION

A. Definitions

1. "Employee" or "staff member" means the holder of any full-time or part-time position of employment.

2. "Health history" means the record of a person's past health events obtained in writing, completed by the individual or their physician.

3. "Health screening" means the testing of people, using one or more diagnostic tools, to determine the presence or precursors of a particular disease.

4. "Physical examination" means the assessment of an individual's health by a professional licensed to practice medicine or osteopathy, or by an advanced practice nurse or physician assistant. Physical examination includes specific procedures required by statute as stated in N.J.A.C. 6A:16-2.2.

5. "Physician assistant" means a health care professional licensed to practice medicine with physician supervision.

B. Physical Examination – Candidates for Employment Who Have Received a Conditional Offer of Employment

1. Candidates for employment who have received a conditional offer of employment shall be required to undergo a physical examination. The physical examination shall include, but is not limited to**,** a health history~~,~~ and health screening~~.~~ To determine whether the candidate is able to perform with reasonable accommodation job-related functions pursuant to P.L. 101-336, Americans with Disabilities Act of 1990 (ADA). The candidate for employment will be provided the Board's requirements for the physical examinations.

   a. A health history shall include, but is not limited to, the candidate's:

      (1) Past serious illnesses and injuries;
      (2) Current health problems;
      (3) Allergies; and
      (4) A record of immunizations.

b. A health screening shall include, but is not limited to:

(1) Height;
(2) Weight;
(3) Pulse and respiratory rate;
(4) Hearing screening;
(5) Blood pressure; and
(6) Vision screening.

C. Medical Requirements Upon Employment

1. The Board will follow the current New Jersey Department of Health Guidance for Tuberculosis (TB) Testing in New Jersey Schools.

a. Tuberculosis testing is not required:

(1) For new staff members, student teachers and contractors of the school district with a documented negative tuberculosis test result in the last six (6) months or a documented positive tuberculosis test, regardless of when this test was done; or

(2) For a school district staff member transferring between school districts or form a non-public school within New Jersey with a documented tuberculosis test result upon his/her initial employment by a New Jersey school.

b. Staff members, student teachers, contractors or volunteers who have contact with students and claim a religious exemption cannot be compelled to submit to tuberculosis testing. In these instances, a symptom assessment must be done (TB-8 Form). If TB-like symptoms are reported, a physician must document that the staff member, student teacher, contractor, or volunteer does not have an active disease.

(1) The school district shall determine the criteria essential to document a valid religious exemption.

c. Procedures for the administration of the Mantoux tuberculosis test, interpretation of reactions, follow-up procedures, and reporting shall be conducted in accordance with the guidelines and requirements of the New Jersey Department of Health.

2. An individual teaching staff member may provide health status information, including medications that may be of value to medical personnel in the event of an emergency requiring treatment. In such instances, the teaching staff member may also choose to share with the Principal and, if desired, with the certified school nurse, information regarding current health status to assure ready access in a medical emergency.

D. Health Records

1. Health records of candidates for employment who have received a conditional offer of employment and of current employees, including computerized records, shall be secured, stored and maintained separately from other personnel files in accordance with N.J.A.C. 6A:32-6.3(d).

2. Health records shall be the property of the Board and may be shared only with authorized individuals in accordance with N.J.S.A. 18A:16-5 and N.J.A.C. 6A:32-6.3(d).

E. Teaching Staff Member Physical Examination and Medical Updates

1. Teaching staff member physical, examinations and/or annual medical updates shall not require disclosure of HIV status.

F. Review of Examinations and Assessments

1. The results of the physical examination of a candidate for employment who has received a conditional offer of employment will be reviewed by the school physician who**,** in consultation with the Superintendent, will determine the candidate's physical and mental fitness to function with reasonable accommodation in the position for which he/she has made application. That determination will be made a part of the candidate's application.

G. Rescinding a Conditional Offer of Employment – Notice to Candidates for Employment Who Receive a Conditional Offer of Employment



1. All candidates for employment who receive a conditional offer of employment shall be informed by the district that:

   a. An offer of employment by the Superintendent of Schools or designee is conditional upon completion of the Board's required physical examinations and assessments;

   b. The required examinations and assessments will be used to determine the candidate's ability to perform with reasonable accommodations job-related functions pursuant to ADA; and

   c. If it is determined upon completing the examination(s) or assessment(s) the candidate is unable to perform with reasonable accommodations job-related functions pursuant to the provisions of the ADA, the conditional offer of employment will be rescinded either by the Superintendent if the Board has not yet approved the appointment or by the Board, if the Board has approved the appointment at a Board meeting.

H. Review of Examinations and Assessments

1. The results of a physical examination or testing of a candidate for employment who has received a conditional offer of employment will be reviewed by the Superintendent and the school physician and/or the Medical Review Officer to determine a candidate's physical and mental fitness to function with reasonable accommodation in the position for which the candidate has made application. That determination will be made a part of the candidate's application.

I. Rescinding a Conditional Offer of Employment – Notice to Candidates for Employment Who Receive a Conditional Offer of Employment

1. All candidates for employment who receive a conditional offer of employment shall be informed by the district that:

   a. An offer of employment by the Superintendent of Schools or designee is conditional upon completion of the Board's required physical examinations, tests, and assessments;

b. The required examinations, tests, and assessments will be used to determine the candidate's ability to perform with reasonable accommodations job-related functions pursuant to ADA; and

c. If it is determined upon completing the examination, tests, or assessment the candidate is unable to perform with reasonable accommodations job-related functions pursuant to the provisions of the ADA, the conditional offer of employment will be rescinded either by the Superintendent if the Board has not yet approved the appointment or by the Board, if the Board had approved the appointment at a Board meeting.

Adopted: 3 November 2009
Revised: 19 September 2017
Revised: 13 November 2024

R 3211.3 CONSULTING OUTSIDE THE DISTRICT

The Board of Education recognizes that teaching staff members will have expertise and knowledge in areas that other school districts, agencies, private business organizations and other entities may desire. Recognizing that the school district will request the expertise from teaching staff members from other school districts, agencies, private business organizations and other entities the Board supports sharing of its teaching staff members with other school districts and agencies to the extent it does not interfere with the efficient operation of the school district.

A. Definitions

1. Agency - A public or private agency requesting the services of the school district's teaching staff member.

2. Other school districts - A school district other than the school district that employs the teaching staff member, including all supervisory and administrative personnel.

3. Out-of-pocket expenses - Expenses that provide reimbursement for such items as travel, lodging, meal expenses, parking, copy costs, and supply costs.

4. Remuneration - Any compensation, including, but not limited to, a paid stipend, an hourly fee, a per day fee, and/or any benefit conferred upon the teaching staff member, except out-of-pocket expenses.

5. Staff member - A contracted member of the school district's teaching staff, including all supervisory and administrative personnel.

B. Procedure - Consulting For No Additional Remuneration

1. The teaching staff member or the agency requesting the expertise and knowledge of the teaching staff member must submit a written request to the Superintendent or designee. The written request must include the following:

   a. The date(s) the teaching staff member will be away from the district;

   b. The time of day the teaching staff member's will be away from the school district;

   c. Any out-of-pocket costs to the school district;

d. Any reimbursements that the teaching staff member is entitled to from the other school district or agency;

e. The specific services requested of the teaching staff member; and

f. The location where the services will be provided.

2. The Superintendent or designee will evaluate the request for a recommendation to be approved by the Board based on the criteria above along with any existing or potential relationships with the other school district for reciprocal services, a reduction in the future or existing cost of services to the school district, the teaching staff member's attendance record and the impact of the teaching staff member being out of the school district for the requested time.

3. The Superintendent or designee will determine and recommend each request on a case by case basis and the decision is final. The Superintendent may require the other district or agency to pay the cost of any substitute personnel related to the request.

4. If deemed to be in the best interest of the school district, the Superintendent's recommendation will be submitted to the Board for approval.

5. The Board's approval of the Superintendent's recommendation will permit the teaching staff member's consulting activity attendance and the teaching staff member will receive credit as a regular workday. There shall be no overtime, extra-pay or additional time-off granted to the teaching staff member if the request is approved by the Board.

C. Reporting Activities

The teaching staff member must comply with the New Jersey School Ethics Act N.J.S.A. 18A:12-21 et seq. and, if required, must comply with financial disclosure requirements of N.J.S.A. 18A:12-24 and 12-25.

Issued: 3 November 2009

R 3212 ATTENDANCE

A. Review of Attendance Data

1. A record shall be kept of the attendance of each teaching staff member, including teachers, educational services personnel, and administrators. Any absence, for part or all of a school day, shall be recorded along with the reason for the absence. The record will distinguish sick leave, professional days, unpaid leaves of absence, personal leave, and vacation day. The employee's attendance record will include notation of verification of an absence where such verification is required by Policy No. 3432. The employee's rate of absence shall be calculated every year and entered on his/her attendance record. An employee's attendance record shall be part of the employee's personnel file.

2. At the end of each year, a cumulative attendance record shall be assembled for each school and for the district.

3. An attendance summary shall be prepared from the cumulative attendance record. The attendance summary shall show the rate of absence for each school and for the district. The attendance summary shall be posted in each school of the district.

4. A record shall be made of the appointment of substitutes for absent employees.

B. Attendance Improvement Plan

1. Planning

The Superintendent will meet with Building Principals and appropriate administrators to discuss the attendance summary. The attendance summary shall be analyzed for patterns of absence, such as excessive absenteeism in a given school or work place, among certain groups of employees, for certain specific causes, or on certain days of the week, month, or year. Specific strategies for reducing the rate of absence shall be developed.

2. Implementation

a. The Building Principal shall be responsible for implementing the district's plan for the improvement of professional staff member attendance in his/her school building.

b. The Principal shall encourage the regular attendance of the teaching staff members in his/her building. He/She shall maintain contact with absent employees and confer personally with each employee who returns from an absence of any duration, impressing upon employees the district's concern for their health and well-being. The Principal shall, by appropriate means, recognize teaching staff members whose attendance is exemplary.

c. The Principal shall incorporate, a teaching staff member's attendance record in his/her evaluation.

d. The Principal shall report to the Superintendent any teaching staff member whom he/she suspects of misusing sick leave or falsifying the reasons for absence.

3. In-service Training

The Principal shall meet with the teaching staff members assigned to his/her building at the beginning of each school year to inform employees of Board policy and district regulations on attendance, to familiarize employees with the forms to be used in reporting and verifying absences, to review with employees the cost of absenteeism to the district and the value of accumulated sick leave to the employee, and to acquaint employees with the degree to which attendance will affect evaluation reports.

4. Counseling

a. The Building Principal may, in his/her discretion, call a conference with a teaching staff member where the number and/or pattern of the members' absences or the reasons offered for the member's absences indicate a misunderstanding of the teaching staff member's responsibility to the school district or the possible misuse of the privilege of paid leave.

b. Prior to the giving of any admonition or reprimand or imposition of discipline of any kind, the Principal shall determine the nature of the absences and consider any extenuating circumstances.

c. A written report of any attendance conference shall be prepared and retained with the teaching staff member's evaluations. The member shall, in accordance with Board policy on teaching staff member evaluation, be permitted to examine the report and affix his/her comments, if any, to the report.

Issued: 3 November 2009
Revised: 12 March 2024

R 3218 USE, POSSESSION, OR DISTRIBUTION OF SUBSTANCES

A. Definition

1. "Board physician" means a physician currently licensed by the New Jersey Board of Medical Examiners in medicine or osteopathy and appointed by the Board of Education.

2. "Principal or designee" means the teaching staff member's Principal or a staff member designed by the Principal to be responsible at the time of the alleged violation or the teaching staff member's supervisor or a staff member designated by the teaching staff member's supervisor to be responsible at the time of the alleged violation.

3. "Substance" or "substances" as defined in N.J.S.A. 18A:40A-9 and N.J.A.C. 6A:16-4.1(a) means alcoholic beverages, any controlled dangerous substances, including anabolic steroids as defined in N.J.S.A. 24:21-2 and N.J.S.A. 2C:35-2; ~~or~~ any chemical or chemical compound which releases vapors or fumes causing a condition of intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system, including, but not limited to, glue containing a solvent having the property of releasing toxic vapors or fumes as defined in N.J.S.A. 2C:35-10.4; and over-the-counter and prescription medications that are improperly used to cause intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system.

4. "Substance test" means a test conducted by a Board-approved laboratory using accepted substance use practices, accepted chain of custody procedures, and testing methodology recommended by the laboratory instrument's manufacturer.

5. "Under the influence" means the presence of a substance as defined in Policy 3218 and this Regulation as confirmed in a medical examination and substance test.

B. Procedures to be followed when a Staff Member has Unlawfully Possessed or has been Involved in the Distribution of a Controlled Dangerous Substance:

1. Subject to N.J.A.C. 6A:16-6.5, any staff member who, in the course of their employment, has reason to believe a staff member has unlawfully possessed or in any way been involved in the distribution of a controlled dangerous substance, including anabolic steroids, or drug paraphernalia, shall report the matter as



soon as possible to the Principal or designee in accordance with the provisions of Policy 3218 and N.J.A.C. 6A:16-6.3(a).

a. In accordance with the provisions of N.J.A.C. 6A:16-6.3(a)1, upon receiving a report, the Principal or designee shall notify the Superintendent who shall notify, as soon as possible, the County Prosecutor or other law enforcement official designated by the County Prosecutor to receive such information.

b. In accordance with the provisions of N.J.A.C. 6A:16-6.3(a)2, the Superintendent or designee shall provide to the County Prosecutor or designee all known information concerning the matter including the identity of the staff member involved.

c. A staff member who unlawfully possessed or in any way has been involved in the distribution of a controlled dangerous substance, including anabolic steroids, or drug paraphernalia, shall be subject to appropriate discipline, which may include, but not be limited to, termination of a non-tenured teaching staff member or the filing of tenure charges for a tenured teaching staff member in accordance with law.

C. Procedures to be followed when a Teaching Staff Member is Suspected to be Under the Influence of a Substance

1. The following procedures shall be used when a teaching staff member is suspected of being under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member has been assigned job responsibilities.

a. The Principal or designee, upon receiving a report or information a teaching staff member may be under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member has been assigned job responsibilities will:

(1) Immediately notify the Superintendent of Schools'

(2) Immediately meet with the teaching staff member;

(a) The Principal or designee may include another staff member in this meeting; and



(b) The teaching staff member suspected of being under the influence may include another staff member or a representative of their choice in this meeting.

b. The Principal or designee shall present to the teaching staff member the report or information supporting the suspicion the teaching staff member may be under the influence of a substance.

c. The teaching staff member shall be provided an opportunity to respond to the report or information presented by the Principal or designee.

d. In the event the Principal or designee believes the teaching staff member may be under the influence of a substance after meeting with the teaching staff member the Principal or designee will arrange for an immediate medical examination by the Board physician. The medical examination shall include a substance test administered by the Board physician or a Board-approved laboratory.

e. The teaching staff member shall be transported to the examination and testing location by means of transportation approved by the Superintendent or designee and shall be accompanied by the Principal or designee.

f. The teaching staff member, prior to the medical examination and substance test, will be informed by the Board physician or designee on the type of testing to be completed and the substances that will be tested.

g. The teaching staff member may, prior to being examined or tested, disclose to the Board physician or designee any prescription medicine, over-the-counter medicine or supplements, or any other reason why the teaching staff member's test results may be positive.

h. Refusal by a teaching staff member to consent to the medical examination which includes a substance test will be deemed a positive test result for substances.

2. The results of the medical examination and substance test shall be used by the Board physician to determine if the teaching staff member is under the influence of any substance as defined in Policy 3218 and this Regulation. The substance test procedures will provide for a confirmation confirming test using acceptable confirmation test procedures.



a. Any specimen determined by the Board physician or Board-approved laboratory to have been adulterated by the teaching staff member will be deemed a positive test result for substances.

3. The results of a substance test shall be provided to the Superintendent and Board physician within twenty-four hours of the test being administered or as soon as the test results are available. The Superintendent shall provide the teaching staff member with these results.

4. If the Board physician determines, based upon the medical examination and the results of the substance test, that the teaching staff member was not under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities, the teaching staff member shall return to their position in the school district.

5. If the Board physician determines, based upon the medical examination and the results of the substance test, that the teaching staff member was under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities, the Board physician will:

   a. Discuss the results of the examination and substance test with the teaching staff member and provide the teaching staff member an opportunity to present any medical or other reasons for the Board physician's determination.

   b. Provide the teaching staff member an opportunity to have the substance test results confirmed by a laboratory selected by the teaching staff member and approved by the Board physician and Superintendent.

      (1) The Board physician will schedule and coordinate the confirmation test procedures, including the acceptable time period for the confirmation test to be conducted based on the existing test results, and the time in which a confirmation test result would be valid. This confirmation test shall be paid for by the teaching staff member.

      (2) The confirmation test results must be provided to the Board physician and Superintendent within the time period required by the Board physician.

(3) Any confirmation test results provided to the Board physician and Superintendent not within the time period required by the Board physician shall not be accepted and the teaching staff member shall be determined to have waived their right to have the results of a confirmation.

c. After completing the requirements in 5.a. and b. above, the Board physician shall make a final determination whether the teaching staff member was under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities.

(1) If the Board physician makes a final determination the teaching staff member was not under the influence during work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities, the Board physician will report a final determination to the Superintendent and the teaching staff member shall return to their position in the school district unless the Superintendent has a reason the teaching staff member should not be returned to their position. Any records or documentation regarding a negative medical examination or substance test shall not be included in the teaching staff member's personnel file.

(2) If the Board physician makes a final determination the teaching staff member was under the influence during work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities, the Board physician will report a final determination to the Superintendent.

D. Procedures to be followed when a Teaching Staff Member is determined to be under the influence of a substance:

1. Any teaching staff member determined by the Board physician to be under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities shall be required to meet with the Superintendent.

a. The teaching staff member may include a staff member or a representative of their choice in this meeting.

2. The Superintendent will provide the teaching staff member an opportunity to respond to the Board physician's determination.

3. A teaching staff member determined to be under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities will be subject to appropriate discipline which may include, but not be limited to:

   a. Withholding an increment;

   b. terminating a non-tenured teaching staff member; and/or

   c. filing tenure charges for a tenured teaching staff member.

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R 3221 EVALUATION OF TEACHERS

A. Definitions – N.J.A.C. 6A:10-1.2

The following words and terms shall have the following meanings when used in Policy and Regulation 3221 unless the context clearly indicates otherwise:

"Announced observation" means an observation in which the person conducting an evaluation for the purpose of observation will notify the teacher of the date and the class period the observation will be conducted.

"Annual performance report" means a written appraisal of the teacher's performance prepared by the teacher's designated supervisor based on the evaluation rubric for his or her position.

"Annual summative evaluation rating" means an annual evaluation rating that is based on appraisals of educator practice and student performance, and includes all measures captured in a teacher's evaluation rubric. The four summative performance categories are ineffective, partially effective, effective and highly effective.

"Calibration" in the context of educator evaluation means a process to monitor the competency of a trained evaluator to ensure the evaluator continues to apply an educator practice instrument accurately and consistently according to the standards and definitions of the specific instrument.

"Chief School Administrator" means the Superintendent of Schools or the Administrative Principal if there is no Superintendent.

"Commissioner" means Commissioner of the New Jersey Department of Education.

"Co-observation" means two or more supervisors who are trained on the practice instrument who observe simultaneously, or at alternate time, the same lesson or portion of a lesson for the purpose of training.

"Corrective Action Plan" means a written plan developed by the designated supervisor ~~a~~ in collaboration with the teacher to address deficiencies as outlined in an evaluation. The corrective action plan shall include timelines for corrective action, responsibilities of the individual teacher and the school district for implementing the plan and specific support that the district shall provide as defined in N.J.S.A. 18A:6-119.

"Department" means the New Jersey Department of Education.

"Designated supervisor" means the supervisor designated by the Superintendent of Schools or designee as the teacher's supervisor.

"District Evaluation Advisory Committee" means a group created to oversee and guide the planning and implementation of the Board of Education's evaluation policies and procedures as set forth in N.J.A.C. 6A:10-2.3

"Educator practice instrument" means an assessment tool that provides: scales or dimensions that capture competencies of professional performance; and differentiation of a range of professional performance as described by the scales, which must be shown in practice and/or research studies. The scores from the teacher practice instrument are components of the teacher's evaluation rubric and the scores are included in the summative evaluation rating for the individual. The scores from educator practice instruments may be applied to the teacher's summative evaluation rating in a manner determined by the school district.

"Evaluation" means an appraisal of an individual's professional performance in relation to his or her job description and professional standards, based on, when applicable, the individual's evaluation rubric.

"Evaluation rubrics" means a set of criteria, measures and processes used to evaluate all teachers in a specific school district or local education agency. Evaluation rubrics consist of measures of professional practice, based on educator practice instruments and student outcomes. Each Board of Education will have an evaluation rubric specifically for teachers, another specifically for Principals, Vice Principals and Assistant Principals, and evaluation rubrics for other categories of teaching staff members.

"Indicators of student progress and growth" means the results of assessment(s) of students as defined in N.J.A.C. 6A:8, Standards and Assessment.

"Individual professional development plan" is as defined in N.J.S.A. 18A:6-119.

"Job description" means a written specification of the function of a position, duties and responsibilities, the extent and limits of authority, and work relationships within and outside the school and school district.

"Observation" means a method of collecting data on the performance of a teacher's assigned duties and responsibilities. An observation for the purpose of evaluation will be included in the determination of the annual summative evaluation rating and shall be

conducted by an individual employed in the school district in a supervisory role and capacity and possessing a school administrator, Principal, or supervisor endorsement as defined in N.J.A.C. 6A:9-2.1

"Post-observation conference" means a meeting, either in-person or remotely, between the supervisor who conducted the observation and the teacher for the purpose of evaluation to discuss the data collected in the observation.

"Scoring guide" means a set of rules or criteria used to evaluate a performance, product or project. The purpose of a scoring guide is to provide a transparent and reliable evaluation process. Teacher practice instruments include a scoring guide that an evaluator uses to structure his or her assessments and ratings of professional practice.

"Semester" means half of the school year.

Signed" means the name of one physically written by oneself or an electronic code, sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

"Student growth objective" means an academic goal that teachers and designated supervisors set for groups of students.

"Student growth percentile" means a specific metric for measuring individual student progress on Statewide assessments by tracking how much a student's test scores have changed relative to other students Statewide with similar scores in previous years.

"Superintendent" means Superintendent of Schools or Chief School Administrator.

"Supervisor" means an appropriately certified teaching staff member, as defined in N.J.S.A. 18A:1-1, or Superintendent employed in the school district in a supervisory role and capacity, and possessing a school administrator, Principal or supervisor endorsement as defined in N.J.A.C. 6A:9B-12.

"Teacher" means a teaching staff member who holds the appropriate standard, provisional or emergency instructional certificate issued by the Board of Examiners and is assigned a class roster of students for at least one (1) particular course.

"Unannounced observation" means an observation in which the person conducting an observation for the purpose of evaluation will not notify the teacher of the date or time the observation will be conducted.

B. Applicability of Rules on Collective Bargaining Agreements – N.J.A.C. 6A:10-1.3

No collective bargaining agreement entered into after July 1, 2013, shall conflict wit the educator evaluation system established pursuant to N.J.A.C. 6A:10-1.1 et seq. or any other specific statute or regulation, not shall topics subject to bargaining involve matters of educational policy or managerial prerogatives.

B. Educator Evaluation Data, Information, and Annual Performance Reports - N.J.A.C. 6A:10-1.4

All information contained in annual performance reports and all information collected, compiled, and/or maintained by employees of the Board of Education for the purposes of conducting the educator evaluation process pursuant to N.J.A.C. 6A:10-1.1 et seq. including, but not limited to, digital records, shall be confidential. Such information shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. Nothing contained in N.J.A.C. 6A:10-1.1 et seq. shall be construed to prohibit the Department or a school district from, at its discretion, collecting evaluation data pursuant to N.J.S.A. 18A:6-123.e or distributing aggregate statistics regarding evaluation data.

C. Evaluation of Teachers – N.J.A.C. 6A:10-2.1

1. The Board of Education shall annually ~~shall~~ adopt evaluation rubrics for teachers. The evaluation rubrics shall have four defined annual ratings; ineffective, partially effective, effective and highly effective.

2. The evaluation rubrics for teachers shall include all other relevant minimum standards set forth in N.J.S.A. 18A:6-123~~.b~~ (P.L. 2012, c.26, § 17c).

3. Evaluation rubrics shall be submitted to the Commissioner by August 1 for approval by August 15 of each year.

D. Duties of the Board of Education – N.J.A.C. 6A:10-2.2

1. The Board of Education shall meet the following requirements for the annual evaluation of teachers, unless otherwise specified:

a. Establish a District Evaluation Advisory Committee to oversee and guide the planning and implementation of the Board of Education's evaluation policies and procedures as set forth in N.J.A.C. 6A:10-2~~1.1~~ et seq.;

b. Annually adopt policies and procedures developed by the Superintendent pursuant to N.J.A.C. 6A:10-2.4, including the evaluation rubrics approved by the Commissioner pursuant to N.J.A.C. 6A:10-2.1 (c);

(1) The Superintendent shall develop policies and procedures that, at a minimum, ensure student performance data on the Statewide assessment is, upon receipt, promptly distributed or otherwise made available to teachers who were primarily responsible for instructing the applicable students to the school year in which the assessment was taken, as well as to teachers who are or will be primarily responsible for instructing the applicable students in the subsequent school year.

a. Ensure the Superintendent annually notifies all teachers of the adopted evaluation policies and procedures no later than October 1. If a teacher is hired after October 1, the Board/Superintendent shall notify the teacher of the policies and procedures at the beginning of his or her employment. All teachers shall be notified of amendments to the policy and procedures within ten teacher working days of adoption;

b. Annually adopt by June 1, any Commissioner-approved educator practice instruments and, as part of the process described at N.J.A.C. 6A:10-2.1(c), notify the Department which instruments will be used as part of the school district's evaluation rubrics;

c. Ensure the Principal of each school within the school district has established a School Improvement Panel pursuant to N.J.A.C. 6A:10-3.1. The panel shall be established annually by August 31 and shall carry out the duties and functions described in N.J.A.C. 6A:10-3.2;

d. Ensure data elements are collected and stored in an accessible and usable format. Data elements shall include, but not be limited to, scores or evidence from observations for the purpose of evaluation and student growth objective data; and

e. Ensure the Superintendent or designee certifies to the Department that any observer who conducts an observation of a teacher for the purpose of

evaluation as described in N.J.A.C. 6A:10-4.4; N.J.A.C. 6A:10-5.4 and N.J.A.C. 6A:10-6.2, shall meet the statutory observation requirements of N.J.S.A. 18A:6-119; 18A:6-123.b (8); and N.J.S.A. 18A:27-3.1 and the teacher member of the School Improvement Panel requirements of N.J.A.C. 6A:10-3.2.

2. The Board of Education shall ensure the following training procedures are followed when implementing the evaluation rubric for all teachers and, when applicable, applying the Commissioner-approved educator practice instruments:

   a. Annually provide training on and descriptions of each component of the evaluation rubric for all teachers who are being evaluated in the school district and provide more thorough training for any teacher who is being evaluated for the first time. Training shall include detailed descriptions of all evaluation rubric components including, when applicable, detailed descriptions of student achievement measures and all aspects of the educator practice instruments;

   b. Annually provide updates and refresher training for conducting evaluations in the school district and more thorough training for any supervisor who will evaluate teachers for the first time. Training shall be provided on each component of the evaluated teacher's evaluation rubric before the evaluation of a teacher;

   c. Annually require each supervisor who will conduct observations for the purpose of evaluation of a teacher to complete at least two (2) co-observations during the school year:

      (1) Co-observers shall use the co-observation to promote accuracy and consistency in scoring;

      (2) A co-observation may count as one (1) required observation for the purpose of evaluation pursuant to N.J.A.C. 6A:10-4.4, as long as the observer meets the requirements set forth in N.J.A.C. 6A:10-4.3 and 4.4., but the co-observation shall not count as two or more required observations. If a co-observation counts as one required observation, the score shall be determined by the teacher's designated supervisor.

   d. The Superintendent shall annually certify to the Department that all supervisors of teachers in the school district who are utilizing evaluation

rubrics have completed training on and demonstrated competency in applying the evaluation rubrics.

E. District Evaluation Advisory Committee – N.J.A.C. 6A:10-2.3

1. Members of the District Evaluation Advisory committee shall include representation from the following groups: teachers from each school level represented in the school district; central office administrators overseeing the teacher evaluation process; supervisors involved in teacher evaluation, when available or appropriate; and administrators conducting evaluations, including a minimum of one administrator conducting evaluations who participates on a School Improvement Panel. Members also shall include the Superintendent, a special education administrator, a parent and a member of the Board of Education.

2. The Superintendent may extend membership on the District Evaluation Advisory Committee to representatives of other groups and to individuals.

3. A District Evaluation Advisory Committee is not required and the Board of Education shall have the discretion to establish a District's Evaluation Advisory Committee.

F. Evaluation Procedures for Teachers – N.J.A.C. 6A:10-2.4

1. The provisions outlined in Policy and Regulation 3221 and N.J.A.C. 6A:10-2.4 shall be the minimum requirements for the evaluation of teachers.

2. Evaluation policies and procedures requiring the annual evaluation of all teachers shall be developed under the direction of the Superintendent, who may consult with the District Evaluation Advisory Committee or representatives from School Improvement Panels, and shall include, but not be limited to, a description of:

a. Roles and responsibilities for implementation of evaluation policies and procedures;

b. Job descriptions, evaluation rubrics for teachers, the process for calculating the summative ratings and each component, and evaluation criteria based upon school district goals, student achievement, instructional priorities, and the evaluation regulations set forth in this N.J.A.C. 6A:10 et seq.;

c. Methods of data collection and reporting appropriate to each job description, including, but not limited to, the process~~es~~ for student attrition to teachers, principals, Assistant Principals and Vice Principals for calculating the median and school-wide student growth percentile;

d. Processes for observations for the purpose of evaluation and post-observation conference(s) by a supervisor.

e. Process for developing and scoring student growth objectives;

f. The process for preparation of individual professional development plans; and

g. The process for preparation of an annual performance report by the teacher's designated supervisor and an annual summary conference between the teacher and his or her designated supervisor.

3. The annual summary conference between designated supervisors and teachers shall be held before the annual performance report is filed. The conference shall occur on or before June 30 of each year and shall include, but not be limited to, a review of the following:

   a. The performance of the teacher based upon the job description and the scores or evidence compiled using the teacher's evaluation rubric, including when applicable:

      (1) The educator's practice instrument; and

      (2) Available indicators or student achievement measures such as student growth objective scores and student growth percentile scores.

   b. The progress of the teacher toward meeting the goals of the individual professional development plan or, when applicable, the corrective action plan; and

   c. The preliminary annual performance report.

4. If any scores for the teacher's evaluation rubric are not available at the time of the annual summary conference due to pending assessment results, the annual summative evaluation rating shall be calculated once all component ratings are available.

5. The annual performance report shall be prepared by the teacher's designated supervisor and shall include, but not be limited to:

a. A summative rating based on the evaluation rubric, including, when applicable, a total score for each component as described in N.J.A.C. 6A:10-4;

b. Performance area(s) of strength and area(s) needing improvement based upon the job description, and components of the teacher's evaluation rubric; and

c. The teacher's individual professional development plan, a corrective action plan from the evaluation year being reviewed in the report.

6. The teacher and the designated supervisor shall sign the report within five (5) teacher working days of the review.

7. The Board of Education shall include all performance reports and supporting data, including, but not limited to, written observation reports and additional components of the summative evaluation rating as part of the teacher's personnel file, or in an alternative, confidential location. If reports and data re stored in an alternative location, the personnel file shall clearly indicate the report's location and how it can be easily accessed. The records shall be confidential and shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

G. Corrective Action Plans for Teachers – N.J.A.C. 6A:10-2.5

1. For each teacher rated ineffective or partially effective on the annual summative evaluation rating, as measured by the evaluation rubrics, a corrective action plan shall be developed by the teacher and the teacher's designated supervisor. If the teacher does not agree with the corrective action plan's content, the designated supervisor shall make a final determination.

2. The corrective action plan shall be developed and the teacher and his or her designated supervisor shall meet to discuss the corrective action plan by October 31 of the school year. Following the year of evaluation except:

a. If the ineffective or partially effective summative evaluation rating is received after October 1 of the school year following the year of evaluation, a corrective action plan shall be developed, and the teacher and his or her designated supervisor shall meet to discuss the corrective action plan within twenty-five teacher working days following the school district's receipt of the teacher's summative rating.

3. The content of the corrective action plan shall replace the content of the individual professional development plan required pursuant to N.J.A.C. 6A:9C-4.3(a) and 4.4(a) and shall:

    a. Address areas in need of improvement identified in the teacher evaluation rubric;

    b. Include specific, demonstrable goals for improvement;

    c. Include responsibilities of the evaluated employee and the school district for the plan's implementation; and

    d. Include timelines for meeting the goal(s).

4. The teacher's designated supervisor and the teacher on a corrective action plan shall discuss the teacher's progress toward the goals outlined in the corrective action plan during each required post-observation conference, N.J.S.A. 18A:27-3.1 or N.J.A.C. 6A:10-4.4. The teacher and his or her designated supervisor may update the goals outlined in the corrective action plan to reflect any change(s) in the teacher's progress, position, or role.

5. Progress toward the teacher's goals outlined in the corrective action plan:

    a. Shall be documented in the teacher's personnel file and reviewed at the annual summary conference and the mid-year evaluation. Both the teacher on a corrective action plan and his or her designated supervisor may collect data and evidence to demonstrate the teacher's progress toward his or her corrective action plan goals; and

    b. May be used as evidence in the teacher's next annual summative evaluation; however, such progress shall not guarantee an effective rating on the next summative evaluation.

6. Responsibilities of the evaluated teacher on a corrective action plan shall not be exclusionary of other plans for improvement determined to be necessary by the teacher's designated supervisor.

7. The School Improvement Panel shall ensure teachers with a corrective action plan receive a mid-year evaluation as required by N.J.S.A. 18A:6-120.c. The mid-year evaluation shall occur approximately midway between the development of the corrective action plan and the expected receipt of the next annual summative rating.

The mid-year evaluation shall include, at a minimum, a conference to discuss progress toward the teacher's goals outlined in the corrective action plan. The mid-year evaluation conference may be combined with a post-observation conference.

8. The School Improvement Panel shall ensure teachers with a corrective action plan receive one (1) observation, including a post-observation conference, in addition to the observations required in N.J.A.C. 6A:10-4.4 for the purpose of evaluation as described in N.J.A.C. 6A:10-1.2 and 4.4(c).

9. Except where a school district employs only one (1) administrator whose position requires a supervisor, principal, or school administrator endorsement, tenured teachers with a corrective action plan shall be observed by multiple observers for the purpose of evaluation as described in N.J.A.C. 6A:10-4.4(c)4.

10. The corrective action plan shall remain in effect until the teacher receives his or her next summative evaluation rating.

11. There shall be no minimum number of teacher working days a teacher's corrective action plan can be in place.

H. School Improvement Panel – N.J.A.C. 6A:10-3 et seq.

1. School Improvement Panel Membership – N.J.A.C. 6A:10-3.1

a. The School Improvement Panel shall include the Principal, a Vice Principal and a teacher who is chosen in accordance with b. below by the Principal in consultation with the majority representative. If an Assistant Principal or Vice Principal is not available to serve on the panel, the Principal shall appoint an additional member who is employed in the district in a supervisory role and capacity, in accordance with N.J.S.A. 18A:6-120.a. The Principal may appoint additional members to the School Improvement Panel as long as all members meet the criteria outlined in this section and N.J.S.A. 18A:6-120.a and the teacher(s) on the panel represents at least one-third of its total membership.

b. The Principal annually shall choose the teacher(s) on the School Improvement Panel through the following process:

(1) The teacher member shall be a person with a demonstrated record of success in the classroom. A demonstrated record of success in the

(2) classroom means the teacher member shall have been rated effective or highly effective in the most recent available annual summative rating.

(3) The majority representative, in accordance with a. above, may submit to the Principal, teacher member nominees for consideration.

(4) The Principal shall have final decision making authority and is not bound by the majority representative's list of nominees.

c. The teacher member shall serve a full academic year, except in case of illness or authorized leave, but may not be appointed more than three consecutive years.

d. All members of the School Improvement Panel shall be chosen by August 31 of each year.

2. School Improvement Panel Responsibilities – N.J.A.C. 6A:10-3.2

a. The School Improvement Panel shall:

(1) Oversee the mentoring of teachers according to N.J.A.C. 6A:;9C-5.3(a)2 and support the implementation of the school district mentoring plan;

(2) Conduct evaluations of teachers pursuant to N.J.A.C. 6A:10-2.4 and 4.4;

(3) Ensure corrective action plans for teachers are created in accordance to N.J.A.C. 6A:10-2.5; and ensure mid-year evaluations are conducted for teachers who are on a corrective action plan; and

(4) Identify professional development opportunities for all teachers based on the review of aggregate school-level data, including, but not limited to, teacher evaluation and student performance data to support school-level professional development plans described in N.J.A.C. 6A:9C4.2.

b. To conduct observations for the purpose of evaluation, the teacher member shall have:

(1) Agreement of the majority representative;

(2) An appropriate supervisory certificate; and

I. Components of Teacher Evaluation Rubric – N.J.A.C. 6A:10-4.1

(3) Approval of the Principal who supervises the teacher being observed.

c. The teacher member who participates in the evaluation process shall not serve concurrently as a mentor under N.J.A.C. 6A:9C-55.2(a)3.

J. Components of Teacher Evaluation Rubric – N.J.A.C. 6A:10-4.1

1. The components of the teacher evaluation rubric described in N.J.A.C. 6A:10-4.1 et seq. shall apply to teachers holding the position of teacher and holding a valid and effective standard, provisional or emergency instructional certificate.

2. Evaluation rubrics for all teachers shall include the requirements described in N.J.S.A. 18A:6-123, including, but not limited to:

a. Measures of student achievement pursuant to N.J.A.C. 6A:10-4.2; and

b. Measures of teacher practice pursuant to N.J.A.C. 6A:10-4.3 and 4.4.

3. To earn a summative rating, a teacher shall have a student achievement score, including median student growth percentile and/or student growth objective(s) scores, and a teacher practice score pursuant to N.J.A.C. 6A:10-4.4.

4. Each score shall be converted to a percentage weight so all components make up 100 percent (100%) of the evaluation rubric. By August 31 prior to the school year in which the evaluation rubric applies, the Department shall provide on its website the required percentage weight of each component and the required summative rating scale. All components shall be worth the following percentage weights or fall within the following ranges:

a. If, according to N.J.A.C. 6A:10-4.2(b), a teacher receives a median student growth percentile, the student achievement component shall be at least thirty percent (30%) and no more than fifty percent (50%) of a teacher's evaluation rubric rating as determined by the Department.

b. If, according to N.J.A.C. 6A:10-4.2(b), a teacher does not receive a median student growth percentile, the student achievement component shall be at least fifteen percent (15%) and no more than fifty percent (50%) of a teacher's evaluation rubric rating as determined by the Department.

c. Measures of teacher practice described in N.J.A.C. 6A:10-4.3 and 4.4 shall be at least fifty percent (50%) and no more than eighty-five percent (85%) of a teacher's evaluation rubric rating as determined by the Department.

5. Standardized tests, used as a measure of student progress, shall not be the predominant factor in determining a teacher's annual summative rating.

K. Student Achievement Components – N.J.A.C. 6A:10-4.2

1. Measures of student achievement shall be used to determine impact on student learning. The student achievement measures shall include the following-components:

a. If the teacher meets the requirements of 2.below, the median student growth percentile of all students assigned to a teacher, which shall be calculated as set forth in 4. Below; and

b. Student growth objective(s), which shall be specific and measurable, based on available student learning data, aligned to the New Jersey Student Learning Standards (NJSLS), and based on growth and/or achievement.

(1) For teachers who teach subjects or grades not covered by the NJSLS, student growth objective(s) shall align to standards adopted or endorsed, as applicable, by the State Board.

2. The median student growth percentile shall be included in the annual summative rating of a teacher who:

a. Teaches at least one (1) course or group within a course that falls within a standardized-tested grade or subject. The Department shall maintain on its website a course listing of all standardized-tested grades and subjects for which student growth percentile can be calculated pursuant to 4. Below;

b. Teaches the course or group within the course for at least sixty percent (60%) of the time from the beginning of the course to the day of the standardized assessment; and

c. Has at least twenty (20) individual student growth percentile scores attributed to his or her name during the school year of the evaluation. If a teacher does not have at least twenty (2) individual student growth percentile scores in a given school year, the student growth percentile scores attributed to a teacher during the two (2) school years prior to the evaluation year may be used in

d. addition to the student growth percentile scores attributed to the teacher during the school year of the evaluation. Only student growth percentile scores from academic year 2013-2014 or any year school after shall be used to determine median student growth percentiles.

3. The Department shall periodically collect data for all teachers that include, but are not limited to, student achievement and teacher practice scores.

4. The Department shall calculate the median student growth percentile for teachers using student assigned to the teacher by the school district. For teachers who have a student growth percentile score:

   a. The Board of Education shall submit to the Department final ratings for all components, other than the student growth percentile, for the annual summative rating; and

   b. The Department then shall report to the employing district Board of Education the annual summative rating, including the median student growth percentile for each teacher who receives a median student growth percentile.

5. Student growth objectives for teachers shall be developed and measured according to the following procedures:

   a. The Superintendent shall determine the number of required student growth objectives for teachers, including teachers with a student growth percentile. A teacher with a student growth percentile shall have at least one (1) and not more than four (4) student growth objectives. A teacher without a student growth percentile shall have at least two (2) and a maximum of four (4) student growth objectives. By August 31, prior to the school year the evaluation rubric applies, the Department shall provide on its website the minimum and maximum number of required student growth objectives within this range.

   b. A teacher with a student growth percentile shall not use the standardized assessment used in determining the student growth percentile to measure progress toward a student growth objective.

   c. Each teachers shall develop, in consultation with his or her supervisor or a Principal's designee each student growth objective. If the teacher does not

d. agree with the student growth objectives, the Principal shall make the final determination.

e. Student growth objectives and the criteria for assessing teacher performance based on the objectives shall be determined, recorded, and retained by the teacher and his or her supervisor by October 31 of each school year, or within twenty-five (25) teacher working days of the teacher's start date if the teacher begins work after October 1.

f. Adjustments to student growth objectives may be made by the teacher in consultation with his or her supervisor only when approved by the Superintendent or designee. Adjustments shall be recorded in the teacher's personnel file on or before February 15.

(1) If the Student Growth Objective (SGO) covers only the second semester of the school year, or if the teacher begins work after October 1, adjustments shall be recorded before the mid-point of the second semester.

g. The teacher's designated supervisor shall approve each teacher's student growth objective score. The teacher's student growth objective score, if available, shall be discussed at the teacher's annual summary conference and recorded in the teacher's personnel file.

L. Teacher Practice Components – N.J.A.C. 6A:10-4.3

1. The teacher practice component rating shall be based on the measurement of the teacher's performance according to the school district's Commissioner-approved teacher practice instrument. Observations pursuant to N.J.A.C. 6A:10-4.4 shall be used as one form of evidence for the measurement.

M. Teacher Observations – N.J.A.C. 6A:10-4.4

1. For the purpose of teacher evaluation, observers shall conduct the observations pursuant to N.J.S.A. 18A:6-123.b(8) and N.J.A.C. 6A:10-2.5 and 3.2, and they shall be trained pursuant to N.J.A.C. 6A:10-2.2(b).

2. Observation conferences shall include the following procedures:

a. A supervisor who is present at the observation shall conduct a post-observation conference with the teacher being observed. A post-observation

b. conference shall occur no more than fifteen (15) teacher working days following each observation.

c. The post-observation conference shall be for the purpose of reviewing the data collected at the observation, connecting the data to the teacher practice instrument and the teacher's individual professional development plan, collecting additional information needed for the evaluation of the teacher, and offering areas to improve effectiveness. Within a school year, the post observation conference shall be held prior to the occurrence of further observations for the purpose of evaluation.

d. If agreed to by the teacher, one (1) required post-observation conferences and any pre-conference(s) for observations of tenured teachers who are not on a corrective action plan may be conducted via written communication, including electronic.

e. One (1) post-observation conference may be combined with a teacher's annual summary conference, as long as it occurs within the required fifteen (15) teacher working days following the observation for the purpose of evaluations.

f. A pre-observation conference, when required, shall occur at least one (1) but not more than seven (7) teacher working days prior to the observation.

3. Each teacher shall be observed as described in N.J.A.C. 6A:10-4.4. For all teachers, at least one of the required observations shall be announced and preceded by a pre-observation conference, and at least one of the required observations shall be unannounced. The Superintendent shall decide whether additional required observations are announced or unannounced, if applicable. The following additional requirements shall apply:

a. Each observation required for the purpose of evaluation shall be conducted for at least twenty (20) minutes.

b. Nontenured teachers shall be observed at least three (3) times each school year, but not less than once each semester. The observations shall be conducted in accordance with the timeframe set forth in N.J.S.A.18A:27-3.1.

(1) Except where a school district employs only one administrator whose position requires a supervisor, principal or school administrator endorsement,

nontenured teachers shall be observed during the course of the year by more than one appropriately certified supervisor.

c. Tenured teachers shall be observed at least two (2) times during each school year. Observations for all tenured teachers shall occur prior to the annual summary conference, which shall occur prior to the end of the academic school year.

(1) If a tenured teacher was rated highly effective on his or her most recent summative evaluation and if both the teacher and the teacher's designated supervisor agree to use this option, one of the two required observations may be an observation of

a Commissioner-approved activity other than a classroom lesson. The Department of Education shall post annually to its website a list of Commissioner-approved activities that may be observed in accordance with N.J.A.C. 6A:10-4.4.

d. Teachers on a corrective action plan shall receive, in accordance with N.J.A.C. 6A:10-2.5(a), any remaining required observation(s) shall not be conducted until the corrective action plan has been finalized.

e. Upon receiving a final summative evaluation that necessitates a corrective action plan, in accordance with N.J.A.C. 6A:10-2.5(a), any remaining required observation(s) shall not be conducted until the corrective action plan has been finalized.

f. A written observation report shall be signed by the supervisor who conducted the observation and post-observation and the teacher who was observed.

g. The teacher shall submit his or her written objection(s) of the evaluation within ten (10) teacher working days following the conference. The objection(s) shall be attached to each party's copy of the annual performance report.

4. To earn a teacher practice score, a nontenured teacher shall receive at least three (3) observations.

N. Teacher Practice Instrument – N.J.A.C. 6A:10-6.2

1. The teacher practice instrument approved by the Department shall meet the following criteria:

    a. Include domains of professional practice that align to the New Jersey Professional Standards for Teachers pursuant to N.J.A.C. 6A:9-3;

    b. Include scoring guides for assessing teacher practice that differentiate among a minimum of four (4) levels of performance, and the differentiation has been shown in practice and/or research studies. Each scoring guide shall:

        (1) Clearly define the expectations for each rating category;

        (2) Provide a conversion to ~~the~~ four rating categories;

        (3) Be applicable to all grades and subjects; or to specific grades and/or subjects if designed explicitly for the grades and/or subjects; and

        (4) Use clear and precise language that facilitates common understanding among teachers and administrators.

    c. Rely on, to the extent possible, on specific, discrete, observable, and/or measurable behaviors of students and teachers in the classroom with direct evidence of student engagement and learning; and

    d. Include descriptions of specific training and implementation details required for the instrument to be effective.

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Revised:

R 3222 EVALUATION OF TEACHING STAFF MEMBERS, EXCLUDING TEACHERS AND ADMINISTRATORS

A. Definitions – N.J.A.C. 6A:10-1.2

The following words and terms shall have the following meanings when used in Policy and Regulation 3222 unless the context clearly indicates otherwise:

"Annual performance report" means a written appraisal of the teaching staff member's performance prepared by the teaching staff member's designated supervisor based on the evaluation rubric for his or her position.

"Annual summative evaluation rating" means an annual evaluation rating that is based on appraisals of educator practice and student performance, if applicable, and includes all measures captured in a teaching staff member's evaluation rubric. The four (4) summative performance categories are ineffective, partially effective, effective and highly effective.

"Chief School Administrator" means the Superintendent of Schools or the Administrative Principal if there is no Superintendent.

"Commissioner" means Commissioner of the New Jersey Department of Education.

"Corrective Action Plan" means a written plan developed by the designated supervisor in collaboration with the teaching staff member to address deficiencies as outlined in an evaluation. The corrective action plan shall include timelines for corrective action, responsibilities of the individual teaching staff member and the school district for implementing the plan, and specific support that the district shall provide as defined in N.J.S.A. 18A:6-119.

"Department" means the New Jersey Department of Education.

"Designated supervisor" means the supervisor designated by the Superintendent of Schools or designee as the teaching staff member's supervisor.

"District Evaluation Advisory committee" means a group created to oversee and guide the planning and implementation of the Board of Education's evaluation policies and procedures as set forth in N.J.A.C. 6A:10-2.3.

"Educator practice instrument" means an assessment tool that provides: scales or dimensions that capture competencies of professional performance; and differentiation of a range of professional performance as described by the scales, which must be shown in practice and/or research studies. The scores from educator practice instruments for teaching staff members other than teachers, Principals, Vice Principals and Assistant Principals may be applied to the teaching staff member's summative evaluation rating in a manner determined by the school district.

"Evaluation" means an appraisal of an individual's professional performance in relation to his or her job description and professional standards and based on, when applicable, the individual's evaluation rubric.

"Evaluation rubrics" means a set of criteria, measures and processes used to evaluate all teaching staff members in a specific school district or local education agency. Evaluation rubrics consist of measures of professional practice, based on educator practice instruments and student outcomes. Each Board of Education will have an evaluation rubric specifically for teachers, another specifically for Principals, Vice Principals and Assistant Principals, and evaluation rubrics for other categories of teaching staff members.

"Indicators of student progress and growth" means the results of assessment(s) of students as defined in N.J.A.C. 6A:8, Standards and Assessment.

"Individual professional development plan" is as defined in N.J.S.A. 18A:6-119.

"Job description" means a written specification of the function of a position, duties and responsibilities, the extent and limits of authority and work relationships within and outside the school and school district.

"Observation" means a method of collecting data on the performance of a teaching staff member's assigned duties and responsibilities. An observation for the purpose of evaluation will be included in the determination of the annual summative evaluation rating and shall be conducted by an individual employed in the school district in a supervisory role and capacity and possessing a school administrator, Principal or supervisor endorsement as defined in N.J.A.C.6A9-1.1.



"Post-observation conference" means a meeting, either in-person or remotely, between the supervisor who conducted the observation and the teaching staff member for the purpose of evaluation to discuss the data collected in the observation.

"Scoring guide" means a set of rules or criteria used to evaluate a performance, product or project. The purpose of a scoring guide is to provide a transparent and reliable evaluation process. Educator practice instruments include a scoring guide that an evaluator uses to structure his or her assessments and ratings of professional practice.

"Semester" means half of the school year.

"Signed" means the name of one physically written by oneself or an electronic code, sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

"Student growth objective" means an academic goal that teaching staff members and designated supervisors set for groups of students.

"Superintendent" means Superintendent of Schools or Chief School Administrator.

'Supervisor" means an appropriately certified teaching staff member, as defined in N.J.S.A. 18A:1-1, or Superintendent employed in the school district in a supervisory role and capacity, and possessing a school administrator, Principal or supervisor endorsement as defined in N.J.A.C. 6A:9B-11.

"Teaching staff member" for the purposes of Policy 3222 and this Regulation, includes, but is not limited to, educational services staff members, guidance counselors, school nurses, library/media specialists, occupational therapists and other teaching staff members working under an educational services certificate and does not include teachers, Principals, Vice Principals, Assistant Principals and administrators, including, but not limited to, Directors and/or Supervisors.

B. Applicability of Rules on Collective Bargaining Agreements – N.J.A.C.6A:10-1.3

No collective bargaining agreement entered into after July 1, 2013, shall conflict with the educator evaluation system established pursuant to with the educator evaluation system established pursuant to N.J.A.C. 6A:10-1.1 et seq. or any other specific statute or regulation, nor shall topics subject to bargaining involve matters of educational policy or managerial prerogatives.

C. Educator Evaluation Data, Information and Annual Performance Reports – N.J.A.C. 6A:10-1.4

All information contained in annual performance reports and all information collected, compiled, and/or maintained by employees of the Board of Education for the purposes of conducting the educator evaluation process pursuant to N.J.A.C. 6A:10-1.1 et seq. including, but not limited to, digital records, shall be confidential. Such information shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. Nothing contained in N.J.A.C. 6A:10-1.1 et seq. shall be construed to prohibit the Department or a school district from, at its discretion, collecting evaluation data pursuant to N.J.S.A. 18A:6-123.e or distributing aggregate statistics regarding evaluation data.

D. Evaluation of Teaching Staff Members – N.J.A.C. 6A:10-2.1

1. The Board of Education shall annually adopt evaluation rubrics for all teaching staff members. The evaluation rubrics shall have four (4) defined annual ratings; ineffective, partially effective, effective and high effective.

2. Evaluation rubrics shall be submitted to the Commissioner by August 1 for approval by August 15 of each year.

E. Duties of the Board of Education – N.J.A.C. 6A:10-2.2

1. The Board of Education shall meet the following requirements for the annual evaluation of teaching staff members, unless otherwise specified:

    a. Establish a district Evaluation Advisory committee to oversee and guide the planning and implementation of the Board of Education's evaluation policies and procedures as set forth in N.J.A.C. 6A:102 et seq.

    b. Annually adopt policies and procedures developed by the Superintendent pursuant to N.J.A.C. 6A:10-2.4, including the evaluation rubrics approved by the Commissioner pursuant to N.J.A.C. 6A:10-2.1(c):

(1) The Superintendent shall develop policies and procedures that, at a minimum, ensure student performance data on the Statewide assessment is, upon receipt, promptly distributed or otherwise made available to staff members who were primarily responsible for instructing the applicable students in the school year in which the assessment was taken, as well as to staff members who are or will be primarily responsible for instructing the applicable students in the subsequent school year.

c. Ensure the Superintendent annually notifies all teaching staff members of the adopted evaluation policies and procedures no later than October 1. If a teaching staff member is hired after October 1, the Board/Superintendent shall notify the teaching staff member of the policies and procedures at the beginning of his or her employment. All teaching staff members shall be notified of amendments to the policy and procedures within ten (10) teaching staff member working days of adoption;

d. Annually adopt by June 1, any Commissioner-approved educator practice instruments and, as part of the process described at N.J.A.C. 6A:10-2.1(c), notify the Department which instruments will be used as part of the school district's evaluation rubrics.

e. Ensure the Principal of each school within the school district has established a School Improvement Panel pursuant to N.J.A.C. 6A:10-3.1. The panel shall be established annually by August 31 and shall carry out the duties and functions described in N.J.A.C. 6A:10-3.2.

f. Ensure data elements are collected and stored in an accessible and usable format. Data elements shall include, but not be limited to, scores of evidence from observations for the purpose of evaluation and student growth objective data; and

g. Ensure the Superintendent or designee certifies to the Department that any observer who conducts an observation of a teaching staff member for the purpose of evaluation as described in N.J.A.C. 6A:10-4.4; N.J.A.C. 6A:10-5.4, and N.J.A.C. 6A:10-6.2, shall meet the statutory observation requirements of N.J.S.A. 18A:6-119; 18A:6-123.b(8); and N.J.S.A. 18A:27-3.1 and the teacher member of the School Improvement Panel requirements of N.J.A.C. 6A:10-3.2.

2. The Board of Education shall ensure the following training procedures are followed when implementing the evaluation rubric for all teaching staff members and, when applicable, applying the Commissioner-approved educator practice instrument:

    a. Annually provide training on and descriptions of each component of the evaluation rubric for all teaching staff members who are being evaluated in the school district and provide more thorough training for any teaching staff member who is being evaluated for the first time. Training shall include detailed descriptions of all evaluation rubric components including, when applicable, detailed descriptions of student achievement measures and all aspects of the educator practice instruments;

    b. Annually provide updates and refresher training for supervisor**s** who are are conducting evaluations in the school district and more thorough training for any supervisor who will evaluate teaching staff members for the first time. Training shall be provided on each component of the evaluated teaching staff member's evaluation rubric before the evaluation of a teaching staff member; and

    c. The Superintendent may be required to annually certify to the Department that all supervisors of teaching staff members in the school district who are utilizing evaluation rubrics have completed training on and demonstrated competency in applying the evaluation rubrics.

F. District Evaluation Advisory Committee – N.J.A.C. 6A:10-2.3

1. Members of the District Evaluation advisory Committee shall include representation from the following groups: teachers from each school level represented in the school district; central office administrators overseeing the teacher evaluation process; supervisors involved in teacher evaluation, when available or appropriate; and administrators conducting evaluations who participates on a School Improvement Panel. Members also shall include the Superintendent, a special education administrator, a parent, and a member of the Board of Education.

2. The Superintendent may extend membership on the District Evaluation Advisory committee to representatives of other groups and to individuals.

3. A District Evaluation Advisory committees is not required and the Board of Education shall have the discretion to establish a district's Evaluation Advisory Committee.

G. Evaluation Procedures for Teaching Staff Members – N.J.A.C. 6A:10-2.4

1. The provisions outlined in Policy and Regulation 3222 and N.J.A.C. 6A:10-2.4 shall be the minimum requirements of the evaluation of teaching staff members.

2. Evaluation policies and procedures requiring the annual evaluation of all teaching staff members shall be developed under the direction of the Superintendent, who may consult with the District Evaluation Advisory committee or representatives from School Improvement Panels, and shall include, but not be limited to, a description of:

   a. Roles and responsibilities for implementation of evaluation policies and procedures;

   b. Job descriptions and applicable evaluation criteria based upon school district goals, student achievement, instructional priorities, and the evaluation regulations set forth in N.J.A.C.6A:10 et seq.;

   c. Methods of data collection and reporting appropriate to each job description, including, but not limited to, the process for student attrition to teachers, Principals, Assistant Principals and Vice Principals for calculating the median and school-wide student growth percentile;

   d. Processes for observations for the purpose of evaluation and post-observation conference(s) by a supervisor;

   e. Process for developing and scoring student growth objectives;

   f. The process for preparation of individual professional development plans; and

   g. The process for preparation of an annual performance report by the teaching staff member's designated supervisor, and an annual summary conference between the teaching staff member and his or her designated supervisor.

3. The annual summary conference between the designated supervisor and the teaching staff member shall be held before the annual performance report is filed. The conference shall occur on or before June 30 of each school year and shall include, but is not limited to, a review of the following:

a. The performance of the teaching staff member based upon the job description and~~,~~ the scores or evidence compiled using the teaching staff member's evaluation rubric, including, when applicable**:**

(1) The educator's practice instrument; and

(2) Available indicators or student achievement measures such as student growth objective scores and student growth percentile scores.

b. The progress of the teaching staff member toward meeting the goals of the individual professional development plan or, when applicable, the corrective action plan; and

c**.** The preliminary annual performance report.

4. If any scores for the teaching staff member's evaluation rubric are not available at the time of the annual summary conference due to pending assessment results, the annual summative evaluation rating shall be calculated once all component ratings are available.

5. The annual performance report shall be prepared by the teaching staff member's designated supervisor and shall include, but not be limited to:

a. A summative rating based on the evaluation rubric;

b. Performance area(s) of strength and area(s) needing improvement based upon the job description; and components of the teaching staff member's evaluation rubric; and
c. The teaching staff member's individual professional development or corrective action plan from the evaluation year being reviewed in the report.
d. ~~a~~ corrective action plan from the evaluation year being reviewed in the report.

6. The teaching staff member and the designated supervisor shall sign the report within five (5) working teaching staff member days of the review.

7. The Board of Education shall include all performance reports and supporting data, including, but not limited to, written observation reports and additional components of the summative evaluation rating as part of the teaching staff member's personnel file or in an alternative, confidential location. If reports and data are stored in an alternative location, the personnel file shall clearly indicate the report's location and how it can be easily accessed. The records shall be confidential and shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

H. Corrective Action Plans for Teaching Staff Members – N.J.A.C. 6A:10-2.5

1. For each teaching staff member rated ineffective or partially effective on the annual summative evaluation, as measured by the evaluation rubrics, a corrective action plan shall be developed by the teaching staff member and the teaching staff member's designated supervisor. If the teaching staff member does not agree with the corrective action plan's content, the designated supervisor shall make a final determination.

2. The corrective action plan shall be developed and the teaching staff member and his or her designated supervisor shall meet to discuss the corrective action plan by October 31 of the school year, following the year of evaluation, except:

    a. If the ineffective or partially effective summative evaluation rating is received after October 1 of the school year following the year of evaluation, a corrective action plan shall be developed, and the teaching staff member and his or her designated supervisor shall meet to discuss the corrective action plan within twenty-five (25) teaching staff member working days following the school district's receipt of the teaching staff member's summative rating.

3. The content of the corrective action plan shall replace the content of the individual professional development plan required pursuant to N.J.A.C. 6A:9C-4.3(a) and 4.4(a) and shall:

    a. Address areas in need of improvement identified in the teaching staff member evaluation rubric;

    b. Include specific, demonstrable goals for improvement;

    c. Include responsibilities of the evaluated employee and the school district for the plan's implementation; and

d. Include timelines for meeting the goal(s).

4. The teaching staff member's designated supervisor, and the teaching staff member on a corrective action plan shall discuss the teaching staff member's progress toward the goals outlined in the corrective action plan during each required post-observation conference. The teaching staff member and his or her designated supervisor may update the goals outlined in the corrective action plan to reflect any change(s) in the teaching staff member's progress, position, or role.

5. Progress toward the teaching staff member's goals outlined in the corrective action plan**:**

   a. Shall be documented in the teaching staff member's personnel file and reviewed at the annual summary conference and the mid-year evaluation. Both the teaching staff member on a corrective action plan and his or her designated supervisor may collect data and evidence to demonstrate the teaching staff member's progress toward his or her corrective action plan goals; and

   b. May be used as evidence in the teaching staff member's next annual summative evaluation; however, such progress shall not guarantee an effective rating on the next summative evaluation.

6. Responsibilities of the evaluated teaching staff member on a corrective action plan shall not be exclusionary of other plans for improvement determined to be necessary by the teaching staff member's designated supervisor.

7. The corrective action plan shall remain in effect until the teaching staff member receives his or her next summative evaluation rating.

8. There shall be no minimum number of teaching staff member working days a teacher's corrective action plan can be in place.

I. Required Observations for Teaching Staff Member N.J.A.C. 6A:10-6.2

   1. The Superintendent shall determine the duration of observations required pursuant to N.J.S.A. 18A:27-3.1 for nontenured teaching staff members**,** except teachers, Principals, Vice Principals and Assistant Principals. Observations include, but are not limited to, observations of meetings, student instruction, parent conferences, and case-study analysis of a significant student issue. The observation shall:

a. Be at least twenty minutes in length;

b. Be followed within fifteen teaching staff member working days by a conference between the supervisor who made the observation and the nontenured teaching staff member;

c. Be followed by both parties to such a conference signing the written or electronic observation report and each retaining a copy of his or her records; and

d. Allow the nontenured teaching staff member to submit his or her written objection(s) of the evaluation within ten (10) teaching staff member working days following the conference. The objection(s) shall be attached to each party's copy of the annual performance report.

2. All tenured teaching staff members shall receive at least one (1) observation per school year.

3. All nontenured teaching staff members shall receive at least three (3) observations, as required pursuant to N.J.S.A. 18A:27-3.1.

a. The required observations and evaluation for nontenured teaching staff members shall take place before April 30 each year. These observations and evaluations may cover that period between April 30 of one year and April 30 of the succeeding year excepting in the case of the first year of employment where the three (3) observations and evaluations must have been completed prior to April 30.

b. The number of required observations and evaluation for nontenured teaching staff members may be reduced proportionately when an individual teaching staff member's term of service is less than one (1) academic year.

4. Evaluations for tenured teaching staff shall be completed prior to June 30.

Adopted: 29 April 2014
Revised: 15 March 2016
Revised: 2 January 2018
Revised: 16 November 2021

R 3223 EVALUATION OF ADMINISTRATORS, EXCLUDING PRINCIPALS, VICE PRINCIPALS AND ASSISTANT PRINCIPALS

A Definitions – N.J.A.C. 6A:10-1.2

The following words and terms shall have the following meanings when used in Policy and Regulation 3223 unless the context clearly indicates otherwise:

"Administrator" means an appropriately certified staff member, as defined in N.J. S.A. 18A-1.1, employed in the school district in an administrative and/or supervisory role and capacity, and holding a valid and effective standard, provisional or emergency administrative certificate. An "administrator" may be a director, supervisor or any other administrative or supervisory position in the district. For the purposes of Policy and Regulation 3223 and N.J.A.C. 6A:10-1.1 et seq., "administrator" is not a Principal, Vice Principal or Assistant Principal.

"Annual performance report" means a written appraisal of the administrator's performance prepared by the administrator's designated supervisor based on the evaluation rubric for his or her position.

"Annual summative evaluation rating" means an annual evaluation rating that is based on appraisals of educator practice and student performance, and includes all measures captured in an administrator's evaluation rubric. The four summative performance categories are ineffective, partially effective, effective and highly effective.

"Chief School Administrator" means the Superintendent of Schools or the Administrative Principal if there is no Superintendent.

"Commissioner" means Commissioner of the New Jersey Department of Education.

"Corrective Action Plan" means a written plan developed by the administrator's designated supervisor in collaboration with the administrator to address deficiencies as outlined in an evaluation. The corrective action plan shall include timelines for corrective action, responsibilities of the individual administrator and the school district for implementing the plan, and specific support that the district shall provide as defined in N.J.S.A. 18A:60119.

"Department" means the New Jersey Department of Education.

"Designated supervisor" means the supervisor designated by the Superintendent of Schools or designee as the administrator's supervisor.

"District Evaluation Advisory Committee" means a group created to oversee and guide the planning and implementation of the Board of Education's evaluation policies and procedures as set forth in N.J.A.C. 6A:10-2.3.

"Educator practice instrument" means an assessment tool that provides: scales or dimensions that capture competencies of professional performance; and differentiation of a range of professional performance as described by the scales, which must be shown in practice and/or research studies. The scores from educator practice instruments for administrators other than, Principals, Vice Principals, and Assistant Principals may be applied to the administrator's summative evaluation rating in a manner determined by the school district.

"Evaluation" means an appraisal of an individual's professional performance in relation to his or her job description and professional standards and based on, when applicable, the individual's evaluation rubric.

"Evaluation rubrics" means a set of criteria, measures and processes used to evaluate all administrators in a specific school district or local education agency. Evaluation rubrics consist of measures of professional practice, based on educator practice instruments and student outcomes. Each Board of Education will have an evaluation rubric specifically for teachers, another specifically for Principals, Vice Principals and Assistant Principals, and evaluation rubrics for other categories of staff members.

"Indicators of student progress and growth" means the results of assessment(s) of students as defined in N.J.A.C. 6A:8, Standards and Assessment.

"Individual professional development plan" is as defined in N.J.S.A. 18A:6-119.

"Job description" means a written specification of the function of a position, duties and responsibilities, the extent and limits of authority, and work relationships within and outside the school and school district.

"Observation" means a method of collecting data on the performance of an administrator's assigned duties and responsibilities. An observation for the purpose of evaluation will be included in the determination of the annual summative evaluation rating and shall be conducted by an individual employed in the school district in a supervisory role and capacity and possessing a school administrator, principal, or supervisor endorsement as defined in N.J.A.C. 6A:9-2.1 and as designated by the Superintendent.

"Post-observation conference" means a meeting, either in-person or remotely, between the supervisor who conducted the observation and the administrator for the purpose of evaluation to discuss the data collected in the observation.

"Scoring guide" means a set of rules or criteria used to evaluate a performance, product, or project. The purpose of a scoring guide is to provide a transparent and reliable evaluation process. Educator practice instruments include a scoring guide that an evaluator uses to structure his or her assessments and ratings of professional practice.

"Semester" means half of the school year.

"Signed" means the name of one physically written by oneself or an electronic code, sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

"Student growth objective" means an academic goal that teachers and designated supervisors set for groups of students.

"Superintendent" means Superintendent of Schools or Chief School Administrator.

"Supervisor" means an appropriately certified staff member, as defined in N.J.S.A. 18A:1-1, or Superintendent employed in the school district in a supervisory role and capacity, and possessing a school administrator, Principal or supervisor endorsement, as defined in N.J.A.C. 6A:9B-11.

B. Applicability of Rules on Collective Bargaining Agreements – N.J.A.C. 6A:10-1.3

No collective bargaining agreement entered into after July 1, 2013, shall conflict with the educator evaluation system established pursuant to N.J.A.C. 6A:10-1.1 et seq. or any other specific statute or regulation, no shall topics subject to bargaining involve matters of educational policy or managerial prerogatives.

C. Educator Evaluation Data, Information and Annual Performance Reports – N.J.A.C. 6A:10-1.4

All information contained in annual performance reports and all information collected, compiled, and/or maintained by employees of the Board of Education for the purposes of conducting the educator evaluation process pursuant to N.J.A.C. 6A:10-1.1 et seq., including, but not limited to, digital records**,** shall be confidential. Such information shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. Nothing contained in N.J.A.C. 6A:10-1.1 et seq. shall be construed to prohibit the Department or a school district from, at its discretion, collecting evaluation data pursuant to N.J.S.A. 18A:6-123.e or distributing aggregate statistics regarding evaluation data.

D. Evaluation of Administrators – N.J.A.C. 6A:10-2.1

1. The Board of Education shall annually adopt evaluation rubrics for all administrators. The evaluation rubrics shall have four (4) defined annual ratings: ineffective, partially effective, effective and highly effective.

2. Evaluation rubrics shall be submitted to the Commissioner by August 1 for approval by August 15 of each year.

E. Duties of the Board of Education – N.J.A.C. 6A:10-2.2

1. The Board of Education shall meet the following requirements for the annual evaluation of administrators, unless otherwise specified:

   a. Establish a District Evaluation Advisory Committee to oversee and guide the planning and implementation of the Board of Education's evaluation policies and procedures as set forth in N.J.A.C. 6A:10-1.1 et seq.

   b. Annually adopt policies and procedures developed by the Superintendent pursuant to N.J.A.C. 6A:10-2.4, including the evaluation rubrics approved by the Commissioner pursuant to N.J.A.C. 6A:10-2.1(c).

(1) The Superintendent shall develop policies and procedures that at a minimum, ensure student performance data on the Statewide assessment is, upon receipt, promptly distributed or otherwise made available to staff members who were primarily responsible for instructing the applicable students in the school year in which the assessment was taken, as well as to staff members, who are or will be primarily responsible for instructing the applicable students in the subsequent school year.

c. Ensure the Superintendent annually notifies all administrators of the adopted evaluation policies and procedures no later than October 1. If an administrator is hired after October 1, the Board/Superintendent shall notify the administrator of the policies and procedures at the beginning of his or her employment. All administrators shall be notified of amendments to the policy and procedures within ten (10) administrator working days of adoption.

d. Annually adopt by June 1, any Commissioner-approved educator practice instruments and, as part of the process described at N.J.A.C. 6A:10-2.1(c), notify the Department which instruments will be used as part of the school district's evaluation rubrics.

e. Ensure the Principal of each school within the school district has established a School Improvement Panel pursuant to N.J.A.C. 6A:10-3.1. The panel shall be established annually by August 31 and shall carry out the duties and functions described in N.J.A.C. 6A:10-3.2.

f. Ensure data elements are collected and stored in an accessible and usable format. Data elements shall include, but not be limited to, scores or evidence form observations for the purpose of evaluation and student growth objective data; and

g. Ensure the Superintendent or designee certifies to the Department that any observer who conducts an observation of an administrator for the purpose of evaluation as described in N.J.A.C. 6A:1-4.4; N.J.A.C. 6A:10-5.4**;** and N.J.A.C. 6A:10-6.2 shall meet the statutory observation requirements of N.J.S.A. 18A:6-119; 18A:6-123.b(8); and N.J.S.A. 18A:27-3.1 and the teacher member of the School Improvement Panel requirements of N.J.A.C. 6A:10-3.2.

2. The Board of Education shall ensure the following training procedures are followed when implementing the evaluation rubric for all administrators and, when applicable, applying the Commissioner-approved educator practice instruments:

   a. Annually provide training on and descriptions of each component of the evaluation rubric for all administrators who are being evaluated in the school district and provide more thorough training for any administrator who is being evaluated for the first time. Training shall include detailed descriptions of all evaluation rubric components including, when applicable, detailed descriptions of student achievement measures and all aspects of the educator practice instruments.

   b. Annually provide updates and refresher training are conducting evaluations in the school district and more thorough training for any supervisor who will evaluate administrators for the first time. Training shall be provided on each component of the valuated administrator's evaluation rubric before the evaluation of an administrator;

   c. The Superintendent shall annually certify to the Department that all supervisors of administrators in the school district who are utilizing evaluation rubrics shave completed training on demonstrated competency in applying the evaluation rubrics.

F. District Evaluation Advisory Committee – N.J.A.C. 6A:10-2.3

1. Members of the District Evaluation Advisory Committee shall include representation from the following groups: teachers from each school level represented in the school district; central office administrators overseeing the teacher evaluation process; supervisors involved in teacher evaluation, when available or appropriate; and administrators conducting evaluations, including a minimum of one administrator conducting evaluations who participates on a School Improvement Panel. Members also shall include the Superintendent, a special education administrator, a parent and a member of the Board of Education.

2. The Superintendent may extend membership on the District Evaluation Advisory Committee to representatives of other groups and to individuals.

3. A District Evaluation Advisory Committees is not required and the Board of Education shall have the discretion to establish a District's Evaluation Advisory Committee.

G. Evaluation procedures for Administrators – N.J.A.C. 6A:10-2.4

1. The provisions outlined in Policy and Regulation 3223 and N.J.A.C. 6A:10-2.4 shall be the minimum requirements for the evaluation of administrators.

2. Evaluation policies and procedures requiring the annual evaluation of all administrators shall be developed under the direction of the Superintendent, who may consult with the District Evaluation Advisory Committee or representatives from School Improvement Panels, and shall include, but not be limited to, a description of:

a. Roles and responsibilities for implementation of evaluation policies and procedures;

b. Job descriptions, evaluation rubrics for administrators, the process for calculating the summative ratings and each component, and the evaluation regulations set forth in N.J.A. C. 6A:10 et seq.;

c. Methods of data collection and reporting appropriate to each job description, including, but not limited to, the process for student attrition to teachers, Principals, Vice Principals and Assistant Principals for calculating the median and school-wide student growth percentile;

d. Processes for observations for the purpose of evaluation and post-observation conference(s) by a supervisor;

e. Process for developing and scoring student growth objectives;

f. The process for preparation of individual professional development plans; and

g. The process for preparation of an annual performance report by the Superintendent or designated supervisor, and an annual summary conference between the administrator and his or her designated supervisor.

3. The annual summary conference between designated supervisor, and the administrator shall be held before the annual performance report is filed. The conference shall occur on or before June 30 of each school year and shall include, but not be limited to, a review of the following:

   a. The performance of the administrator based upon the job description and, the scores or evidence compiled using the administrator's evaluation rubric, including, when applicable;

      (1) The educator's practice instrument; and

      (2) Available indicators or student achievement measures such as student growth objective scores and student growth percentile scores.

   b. The progress of the administrator toward meeting the goals of the individual professional development plan or, when applicable, the corrective action plan; and

   c. The preliminary annual performance report.

4. If any scores for the administrator's evaluation rubric are not available at the time of the annual summary conference due to pending assessment results, the annual summative evaluation rating shall be calculated once all component ratings are available.

5. The annual performance report for the administrator shall be prepared by the designated supervisor and shall include, but not be limited to:

   a. A summative rating based on the evaluation rubric;

   b. Performance area(s) of strength and area(s) needing improvement based upon the job description and components of the administrator's evaluation rubric; and

   c. The administrator's individual professional development plan a corrective action plan from the evaluation year being reviewed in the report**.**

6. The administrator and the designated supervisor shall sign the report within five (5) administrator working days of the review.

7. The Board of Education shall include all performance reports and supporting data, including, but not limited to, written observation reports and additional components of the summative evaluation rating as part of his or her personnel file or in an alternative, confidential location. If reports and data are stored in an alternative, confidential location, the personnel file shall clearly indicate the report's location and how it can easily be accessed. The records shall be confidential and shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

H. Corrective Action Plans for Administrators – N.J.A.C. 6A:10-2.5

1. For each administrator rated ineffective or partially effective on the annual summative evaluation, as measured by the evaluation rubrics, a corrective action plan shall be developed by administrator and the Superintendent or the designated supervisor. If the administrator does not agree with the corrective action plan's content, the designated supervisor shall make a final determination.

2. The corrective action plan shall be developed and the administrator and his or her designated supervisor shall meet to discuss the corrective action plan by October 31 of the school year. Following the year of evaluation except:

   a. If the ineffective or partially effective summative evaluation rating is received after October 1 of the school year following the year of evaluation, a corrective action plan shall be developed, and the administrator and his or her the designated supervisor shall meet to discuss the corrective action plan within twenty-five (25) administrator working days following the school district's receipt of the administrator's summative rating.

3. The content of the corrective action plan shall replace the content of the individual professional development plan required pursuant to N.J.A.C. 6A:9C-4.3(a) and 4.4(a) and shall:

   a. Address areas in need of improvement identified in the administrator evaluation rubric;

   b. Include specific, demonstrable goals for improvement;

   c. Include responsibilities of the evaluated employee and the school district for the plan's implementation; and

d. Include timelines for meeting the goal(s).

4. The administrator'**s** designated supervisor, and the administrator on a corrective action plan shall discuss the administrator's progress toward the goals outlined in the corrective action plan during each required post-observation conference. The administrator and his or her designated supervisor may update the goals outlined in the corrective action plan to reflect any change(s) in the administrator's progress, position, or role.

5. Progress toward the administrator's goals outlined in the corrective action plan**:**

   a. Shall be documented in the administrator's personnel file and reviewed at the annual summary conference and the mid-year evaluation. Both the administrator on a corrective action plan and his or her designated supervisor may collect data and evidence to demonstrate the administrator's progress toward his or her corrective action plan goals; and

   b. May be used as evidence in the administrator's next annual summative evaluation; however, such progress shall not guarantee an effective rating on the next summative evaluation.

6. Responsibilities of the evaluated administrator on a corrective action plan shall not be exclusionary of other plans for improvement determined to be necessary by administrator's designated supervisor.

7. The corrective action plan shall remain in effect until the administrator receives his or her next summative evaluation rating.

8. There shall be no minimum number of administrator working days an administrator's corrective action plan can be in place.

I. Administrator Observations and Evaluations – N.J.A.C. 6A:10-6.2

1. The Superintendent shall determine the duration of observations required pursuant to N.J.S.A. 18A:27-3.1 for nontenured administrators. Observations include, but are not limited to, observations of meetings, student instruction, parent conferences and case-study analysis of a significant student issue. The observation shall:

a. Be at least twenty (20) minutes in length;

b. Be followed within fifteen (15) administrator working days by a conference between the supervisor who made the observation and the nontenured administrator;

c. Be followed by both parties to such a conference signing the written or electronic observation report and each retaining a copy of his or her records; and

d. Allow the nontenured administrator to submit his or her written objection(s) of the valuation within ten (10) administrator working days following the conference. The objection(s) shall be attached to each party's copy of the annual performance report.

2. All tenured administrators shall receive at least one (1) observation per school year.

3. All nontenured administrators shall receive at least three (3) observations, as required pursuant to N.J.S.A. 18A:27-3.1.

a. The required observations and evaluation**s** for nontenured administrators shall take place before April 30 each year. These observations may cover that period between April 30 of one year and April 30 of the succeeding year excepting in the case of the first year of employment where the three (3) evaluations must have been completed prior or April 30.

b. The number of required observations and evaluation**s** for nontenured administrators may be reduced proportionately when an individual administrator's term of service is less than one (1) academic year.

c. Evaluations for tenured administrators shall be completed prior to June 30.

Adopted: 29 April 2014
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Revised: 16 November 2021

R 3223.1 EVALUATION OF NONTENURED ADMINISTRATORS

The observation and evaluation of nontenured administrators will be conducted by appropriate administrative staff members. Evaluation will be conducted in accordance with the following procedures.

A. Evaluation Criteria

1. Evaluation criteria for each administrative position will derive from the job description for the position and will relate directly to each of the tasks described. Wherever possible each set of evaluation criteria will be:

   a. Briefly stated and focused on major criteria of the position,

   b. Based on observable information rather than on factors requiring subjective judgment,

   c. Generic, covering a number of specific positions, and

   d. Written in the same format and in a direct, simple style.

2. Maintenance of administrative job evaluation criteria will be the responsibility of the Superintendent. Evaluation criteria will be reviewed annually, and

   a. Whenever the corresponding job description is revised, or

   b. On the request of a single job holder.

3. Each nontenured administrator will be sent a copy of the current evaluation criteria for his/her position annually by the Superintendent. Any revisions thereto shall be provided to each holder of that job within thirty working days of its adoption. Suggested revisions to evaluation criteria by job holders shall be referred initially to the job holder's immediate supervisor for review.

B. Collection of Evaluation Data

Data will be gathered any one or more of the following evaluation methods:

1. Direct observation of the administrator in the course of performing an assigned duty;



2. Review of a product from the administrator that results from the performance of his/her assigned duties;

3. Interviews of the administrator regarding his/her knowledge of assigned duties;

4. Paper and pencil instruments (such as competency tests, student surveys, and the like);

5. Audio-visual monitoring of the administrator in the performance of his/her assigned duties; and

6. Reference to previous performance reports.

C. Observations

1. Nontenured administrators will be evaluated no fewer than three times in every school year and at least once during each semester. A nontenured administrator employed fewer than sixty days in the school year may be observed and evaluated only once during the school year, and a nontenured administrator employed fewer than one hundred twenty days in the school year may be observed and evaluated only twice during the school year.

2. The evaluator shall confer with the administrator at the beginning of each three month period, the first of such periods commencing at the beginning of the school year. They shall together determine the job performance that will be observed. The period of the observation will be appropriate to the performance to be observed and will be conducted in as few separate sessions as possible. The evaluator shall record each separate instance of observation and the activity observed.

3. Wherever possible, multiple observations that focus on different areas of responsibility are desirable. Multiple observations should be spread over time to allow time for improvement.

4. Each observation will be recorded on a separate form and a copy sent to the nontenured administrator within seventy-two hours prior to the observation conference.



D. Evaluations

1. A written evaluation of each nontenured administrator in the performance of his/her duties will be prepared before the end of each three-month period during which a nontenured administrator has been evaluated.

2. In addition to the evaluation following each observation or period of observation, the evaluator shall prepare a written evaluation of each nontenured administrator's total performance as an employee of the school district. This evaluation will be submitted to the Superintendent sufficiently in advance of the conference to enable the administrator or the Superintendent to amend it. It will be appended to the evaluation based on performance observation and will be presented to the administrator at the conference.

E. Post Observation Conferences

1. No later than the end of each three-month period of observation, the administrator and the evaluating supervisor shall hold a conference to discuss the evaluation reports prepared in accordance with D1 and D2 above.

2. The post observation conference will be conducted for the purpose of confirming the accuracy of the material collected, providing a forum for feedback, and providing assistance to the administrator whenever the need for such aid is indicated. In addition, the evaluator must point up the effects of the observation (if any) on the administrator's annual evaluation. Sufficient time should be scheduled for a full discussion of the issues involved.

3. Two copies of the written evaluation will be prepared and both the supervisor and the nontenured administrator shall sign each copy and retain one copy.

4. If the nontenured administrator so wishes, he/she may prepare a written disclaimer to the evaluation. Any disclaimer will be appended to the evaluation, provided it is received not more than ten calendar days after the conference.

5. Each observation report will be filed in the administrator's personnel file. A copy will be provided to the administrator within ten working days of the conference.



F. Annual Performance Conference and Report

1. An annual performance conference will be held with each nontenured administrator by the evaluator who prepared the annual performance report (whenever possible) before the administrator's annual performance report is filed.

2. The annual performance conference will include a review of the:

   a. Administrator's performance based upon his/her job description,

   b. Administrator's progress toward the objectives of his/her Individual Performance Improvement Plan developed at the previous annual conference (if applicable), and

   c. Available indicators of student progress and growth toward their program objectives (if applicable).

3. The purpose of the annual performance conference is to provide for a total review of the year's work, to identify strategies for improvement where necessary, and to recognize achievement and good practice. Adequate time should be allotted for the conference in order to cover the required topics of discussion and to permit a full exploration of the possible solutions to any problems identified.

4. The annual performance report will be signed by the evaluator at the time of the conference and by the nontenured administrator within five working days of the conference. The signature of the administrator will not necessarily be construed to indicate assent with the report.

5. The administrator shall have up to ten working days following the conference to add material to the report not included by the evaluator.

6. Each annual performance report shall be filed in the administrator's personnel file. A copy will be provided to the staff member within ten working days of the conference.

G. Review of Student Progress and Growth

1. A review will be conducted, at least annually, of student progress and growth in each class, for the purpose of determining whether or not changes in the performance of the administrator or in the program would lead to improved results by the students during the subsequent school year.



2. The review of student progress and growth will be made by an evaluator who is familiar with the students involved and the school context against indicators previously determined by the administrator and agreed upon by the Superintendent.

3. A summary of the student progress and growth data and its implications will be placed in the administrator's annual performance report. If applicable, the student progress and growth report will be one measure of the administrator's annual performance evaluation.

4. If the review of the student data reveals that students have not made the progress expected, the supervisor and staff member shall jointly determine what changes should be made to improve student performance. Any such changes are subject to approval of the Superintendent before being implemented.

H. Individual Performance Improvement Plan

1. An Individual Performance Improvement Plan will be prepared annually for each nontenured administrator to correct deficiencies and to continue professional growth. The plan will derive from the applicable evaluation criteria and focus on the most important areas of professional growth for each administrator as determined from weaknesses identified in his/her evaluation.

2. The Performance Improvement Plan will be prepared in cooperation with the administrator whenever possible and will include:

   a. Areas of required growth,

   b. Methods of achieving that growth,

   c. A schedule for implementation of those methods, and

   d. The responsibility of the administrator and the district for implementing the plan.

3. At the time the Performance Improvement Plan is prepared, a review will also be made of the administrator's efforts to achieve the prior year's plan.

4. Copies of the Individual Performance Improvement Plan will be placed in the administrator's annual performance report and given to the administrator. The degree to which the administrator achieved the requirements of the previous plan will be a measure of his/her annual performance evaluation.

5. It is the duty of the administrator to implement the plan as prepared; his/her failure to do so may result in disciplinary action up to and including dismissal.

Adopted: 3 November 2009



R 3223.2 EVALUATION OF TENURED ADMINISTRATORS

The observation and evaluation of tenured administrators will be conducted by appropriate administrative staff members. Evaluation will be conducted in accordance with the following procedures.

A. Evaluation Criteria

1. Evaluation criteria for each administrative position will derive from the job description for the position and will relate directly to each of the tasks described. Wherever possible each set of evaluation criteria will be:

   a. Briefly stated and focused on major criteria of the position,

   b. Based on observable information rather than on factors requiring subjective judgment,

   c. Generic, covering a number of specific positions, and

   d. Written in the same format and in a direct, simple style.

2. Maintenance of administrative job evaluation criteria will be the responsibility of the Superintendent. Evaluation criteria will be reviewed annually, and

   a. Whenever the corresponding job description is revised, or

   b. On the request of a single job holder.

3. Each tenured administrator will be sent a copy of the current evaluation criteria for his/her position annually by the Superintendent. Any revisions will be provided to each holder of that job within thirty working days of its adoption. Suggested revisions to evaluation criteria by job holders will be referred initially to the job holder's immediate supervisor for review.

B. Collection of Evaluation Data

Data will be gathered any one or more of the following evaluation methods:

1. Direct observation of the administrator in the course of performing an assigned duty;

2. Review of a product from the administrator that results from the performance of his/her assigned duties;

3. Interviews of the administrator regarding his/her knowledge of assigned duties;

4. Paper and pencil instruments (such as competency tests, student surveys, and the like);

5. Audio-visual monitoring of the administrator in the performance of his/her assigned duties; and

6. Reference to previous performance reports.

C. Observations

1. Tenured administrators will be evaluated at least once during each school year.

2. The evaluator shall confer with the administrator at the beginning of each school year. They shall together determine the job performance that will be observed. The observation period will occupy not less than one hour's time.

3. Each observation will be recorded on a separate form and a copy sent to the tenured administrator within seventy-two hours prior to the observation conference.

D. Evaluations

1. A written evaluation of each tenured administrator in the performance of his/her duties will be prepared within fifteen calendar days of the observation.

2. In addition to the evaluation following each observation or period of observation, the evaluator shall prepare a written evaluation of each tenured administrator's total performance as an employee of the school district. This evaluation will be submitted to the administrator sufficiently in advance of the conference to enable the administrator or the Superintendent to amend it. It will be appended to the evaluation based on performance observation and will be presented to the administrator at the conference.

E. Post Observation Conferences

1. No later than fifteen days after the observation, the administrator and the evaluating supervisor shall hold a conference to discuss the evaluation reports prepared in accordance with D1 and D2 above.

2. The post observation conference will be conducted for the purpose of confirming the accuracy of the material collected, providing a forum for feedback, and providing assistance to the administrator whenever the need for such aid is indicated. In addition, the evaluator must point up the effects of the observation (if any) on the administrator's annual evaluation. Sufficient time should be scheduled for a full discussion of the issues involved.

3. Two copies of the written evaluation will be prepared and both the supervisor and the tenured administrator shall sign each copy and retain one copy.

4. If the tenured administrator so wishes, he/she may prepare a written disclaimer to the evaluation. Any disclaimer will be appended to the evaluation, provided it is received not more than ten calendar days after the conference.

5. Each observation report will be filed in the administrator's personnel file. A copy will be provided to the administrator within ten working days of the conference.

F. Annual Performance Conference and Report

1. An annual performance conference will be held with each tenured administrator by the evaluator who prepared the annual performance report (whenever possible) before the administrator's annual performance report is filed.

2. The annual performance conference will include a review of the:

   a. Administrator's performance based upon his/her job description,

   b. Administrator's progress toward the objectives of his/her Individual Performance Improvement Plan developed at the previous annual conference (if applicable), and

   c. Available indicators of student progress and growth toward their program objectives (if applicable).



3. The purpose of the annual performance conference is to provide for a total review of the year's work, to identify strategies for improvement where necessary, and to recognize achievement and good practice. Adequate time should be allotted for the conference in order to cover the required topics of discussion and to permit a full exploration of the possible solutions to any problems identified.

4. The annual performance report will be signed by the evaluator at the time of the conference and by the tenured administrator within five working days of the conference. The signature of the administrator will not necessarily be construed to indicate assent with the report.

5. The administrator shall have up to ten working days following the conference to add material to the report not included by the evaluator.

6. Each annual performance report shall be filed in the administrator's personnel file. A copy will be provided to the staff member within ten working days of the conference.

G. Review of Student Progress and Growth

1. A review will be conducted, at least annually, of student progress and growth in each class, for the purpose of determining whether or not changes in the performance of the administrator or in the program would lead to improved results by the students during the subsequent school year.

2. The review of student progress and growth will be made by an evaluator who is familiar with the students involved and the school context against indicators previously determined by the administrator and agreed upon by the Superintendent.

3. A summary of the student progress and growth data and its implications will be placed in the administrator's annual performance report. If applicable, the student progress and growth report will be one measure of the administrator's annual performance evaluation.

4. If the review of the student data reveals that students have not made the progress expected, the supervisor and administrator shall jointly determine what changes should be made to improve student performance. Any such changes are subject to approval of the Superintendent before being implemented.

H. Individual Performance Improvement Plan

1. An Individual Performance Improvement Plan will be prepared annually for each tenured administrator to correct deficiencies and to continue professional growth. The plan will derive from the applicable evaluation criteria and focus on the most important areas of professional growth for each administrator as determined from weaknesses identified in his/her evaluation.

2. The Performance Improvement Plan will be prepared in cooperation with the administrator whenever possible and will include:

   a. Areas of required growth,

   b. Methods of achieving that growth,

   c. A schedule for implementation of those methods, and

   d. The responsibility of the administrator and the district for implementing the plan.

3. At the time the Performance Improvement Plan is prepared, a review will also be made of the administrator's efforts to achieve the prior year's plan.

4. Copies of the Individual Performance Improvement Plan will be placed in the administrator's annual performance report and given to the administrator. The degree to which the administrator achieved the requirements of the previous plan will be a measure of his/her annual performance evaluation.

5. It is the duty of the administrator to implement the plan as prepared; his/her failure to do so may result in disciplinary action up to and including certification of charges.

Adopted: 3 November 2009

R3224 EVALUATION OF PRINCIPALS, VICE PRINCIPALS AND ASSISTANT PRINCIPALS

A. Definitions – N.J.A.C. 6A:10-1.2

The following words and terms shall have the following meanings when used in Policy and Regulation 3224 unless the context clearly indicates otherwise.

"Annual performance report" means a written appraisal of the Principal's, Vice Principal's or Assistant Principal's performance prepared by the designated supervisor based on the evaluation rubric for his or her position.

"Annual summative evaluation rating" means an annual evaluation rating that is based on appraisals of educator practice and student performance, and includes all measures captured in a Principal, Vice Principal or Assistant Principal evaluation rubric. The four (4) summative performance categories are ineffective, partially effective, effective and highly effective.

"Calibration" in the context of educator evaluation means a process to monitor the competency of a trained evaluator to ensure the evaluator continues to apply an educator practice instrument accurately and consistently according to the standards and definitions of the specific instrument.

"Chief School Administrator" means the Superintendent of Schools or the Administrative Principal if there is no Superintendent.

"Commissioner" means Commissioner of the New Jersey Department of Education.

"Corrective Action Plan" mans a written plan developed by the Superintendent or a designated supervisor in collaboration with the Principal, Vice Principal and Assistant Principal to address deficiencies as outlined in an evaluation. The corrective action plan shall include timelines for corrective action, responsibilities of the individual Principal, Vice Principal and Assistant Principal and the school district for implementing the plan, and specific support that the district shall provide as defined in N.J.S.A. 18A:6-119.

"Department" means the New Jersey Department of Education.

"Designated supervisor" means the supervisor designated by the Superintendent of Schools or designee as the administrator's supervisor.

"District Evaluation Advisory Committee" means a group created to oversee and guide the planning and implementation of the Board of Education's evaluation policies and procedures as set forth in N.J.A.C. 6A:10-2.3.

"Educator practice instrument" means an assessment tool that provides: scales or dimensions that capture competencies of professional performance; and differentiation of a range of professional performance as described by the scales, which must be shown in practice and/or research studies.

"Evaluation" means an appraisal of an individual's professional performance in relation to his or her job description and professional standards and based on, when applicable, the individual's evaluation rubric.

"Evaluation rubrics" means a set of criteria, measures and processes used to evaluate all Principals, Vice Principals and Assistant Principals in the specific school district or local education agency. Evaluation rubrics consist of measures of professional practice, based on educator practice instruments and student outcomes. Each Board of Education will have an evaluation rubric specifically for teachers, another specifically for Principals, Vice Principals and Assistant Principals and evaluation rubrics for other categories of teaching staff members.

"Indicators of student progress and growth" means the results of assessment(s) of students as defined in N.J.A.C. 6A:8, Standards and Assessment.

"Individual professional development plan" is as defined in N.J.S.A. 18A:6-119.

"Job description" means a written specification of the function of a position, duties and responsibilities, the extent and limits of authority, and work relationships within and outside the school and school district.

"Observation" means a method of collecting data on the performance of a Principal's, Vice Principal's and Assistant Principal's assigned duties and responsibilities. An observation for the purpose of evaluation will be included in the determination of the annual summative evaluation rating and shall be conducted by the Superintendent or designee.



"Post-observation conference" means a meeting, either in-person or remotely, between the Superintendent or the designated supervisor who conducted the observation and the Principal, Vice Principal, and Assistant Principal for the purpose of evaluation to discuss the data collected in the observation.

"Principal practice instrument" means an assessment tool that provides scales or dimensions that capture competencies of professional performance; and differentiation of a range of professional performance as described by the scales, which must be shown in practice and/or research studies. The scores from the principal practice instrument are components of the evaluation rubrics and the scores are included in the summative evaluation rating for the individual.

"Scoring guide" means a set of rules or criteria used to evaluate a performance, product or project. The purpose of a scoring guide is to provide a transparent and reliable evaluation process. Educator practice instruments include a scoring guide that an evaluator uses to structure his or her assessments and ratings of professional practice.

"Semester" means half of the school year.

"Signed" means the name of one physically written by oneself or an electronic code, sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

"Student growth objective" means an academic goal that teachers and designated supervisors set for groups of students.

"Student growth percentile" means a specific metric for measuring individual student progress on Statewide assessments by tracking how much a student's test scores have changed relative to other students Statewide with similar scores in previous years.

"Superintendent" means Superintendent of Schools or Chief School Administrator.

"Supervisor" means an appropriately certified teaching staff member as defined in N.J.S.A. 18A:1-1, or Superintendent employed in the district in a supervisory role and capacity, and possessing a school administrator, Principal or supervisor endorsement as defined in N.J.A.C. 6A:9B-11 and certified to evaluate a Principal, Vice Principal, or Assistant Principal.



B. Applicability of Rules on Collective Bargaining Agreements – N.J.A.C. 6A:10-1.3

No collective bargaining agreement entered into after July 1, 2013, shall conflict with the educator evaluation system established pursuant to N.J.A.C. 6A:10-1.1 et seq. or any other specific statute or regulation, nor shall topics subject to bargaining involve matters of educational policy or managerial prerogatives.

C. Educator Evaluation Data, Information and Annual Performance Reports – N.J.A.C. 6A:10-1.4

All information contained in annual performance reports and all information collected, compiled and/or maintained by employees of the Board of Education for the purposes of conducting the educator evaluation process pursuant to N.J.A.C. 6A:10-1.1 et seq., including, but not limited to, digital records, shall be confidential. Such information shall not be subject to public inspection or copying pursuant to the Open Public Record Act, N.J.S.A. 47:1A-1 et seq. Nothing contained in N.J.A.C. 6A:10-1.1 et seq. shall be construed to prohibit the Department or a school district from, at its discretion, collecting evaluation data pursuant to N.J.S.A. 18A:6-123.e or distributing aggregate statistics regarding evaluation data.

D. Evaluation of Principals, Vice Principals and Assistant Principals – N.J.A.C. 6A:10-2.1

1. The Board of Education shall annually adopt evaluation rubrics for all Principals, Vice Principals and Assistant Principals. The evaluation rubrics shall have four defined annual ratings: ineffective, partially effective, effective and highly effective.

2. The evaluation rubrics for Principals, Vice Principals and Assistant Principals shall include all other relevant minimum standards set forth in N.J.S.A. 18A:6-123 (P.L. 2012, c. 26, § 17c).

3. Evaluation rubrics shall be submitted to the Commissioner by August 1 for approval by August 15 of each year.

E. Duties of the Board of Education – N.J.A.C. 6A:10-2.2

1. The Board of Education shall meet the following requirements for the annual evaluation of Principals, Vice Principals and Assistant Principals, unless otherwise specified:

   a. Annually adopt policies and procedures developed by the Superintendent pursuant to N.J.A.C. 6A:10-2.4, including the evaluation rubrics approved by the Commissioner pursuant to N.J.A.C. 6A:10-2.1(c).

      (1) The Superintendent shall develop policies and procedures that, at a minimum, ensure student performance data on the Statewide assessment is, upon receipt, promptly distributed otherwise made available to staff members who were primarily responsible for instructing the applicable students in the school year in which the assessment was taken, as well as to staff members who are or will be primarily responsible for instructing the applicable student sin the subsequent school year.

   b. Ensure the Superintendent annually notifies all Principals, Vice Principals and Assistant Principals of the adopted evaluation policies and procedures no later than October 1. If a Principal, Vice Principal and Assistant Principal is hired after October 1, the Board/Superintendent shall notify all Principals, Vice Principals and Assistant Principals of the policies and Vice Principals and Assistant Principals shall be notified of amendments to the policy and procedures within ten (10) Principal, Vice Principal, and Assistant Principal working days of adoption.

   c. Annually adopt by June 1, any Commissioner-approved educator practice instruments and, as part of the process described at N.J.A.C. 6A:10-2.1(c), notify the Department which instruments will be used as part of the school district's evaluation rubrics.

   d. Ensure the Principal of each school within the school district has established a School Improvement Panel pursuant to N.J.A.C. 6A:10-3.l.

The panel shall be established annually by August 31 and shall carry out the duties and functions described in N.J.A.C. 6A:10-3.2.

f. Ensure data elements are collected and stored in an accessible and usable format. Data elements shall include, but not be limited to, scores of evidence from observations for the purpose of evaluation and student growth objective data; and

g. Ensure the Superintendent or designee certifies to the Department that any observer who conducts an observation of a Principal, Vice Principal, or Assistant Principal for the purpose of evaluation as described in N.J.A.C. 6A:10-4.4; N.J.A.C. 6A:10-5.4~~,~~; and 6A:10-6.2 shall meet the statutory observation requirements of N.J.S.A. 18A:6-119; 18A:6-123.b(8); and N.J.S.A. 18A:27-3.1 and the teacher member of the School Improvement Panel requirements of N.J.A.C. 6A:10-3.2.

2. The Board of Education shall ensure the following training procedures are followed when implementing the evaluation rubric for all Principals, Vice Principals and Assistant Principals and, when applicable, applying the Commissioner-approved principal practice instruments:

a. Annually provide training on the descriptions of each component of the evaluation rubric for all Principals, Vice Principals and Assistant Principals who are being evaluated in the school district and provide more thorough training for any Principals, Vice Principals and Assistant Principals who are being evaluated for the first time. Training shall include detailed descriptions of all evaluation rubric components including, when applicable, detailed descriptions of student achievement measures and all aspects of the principal practice instrument;

b. Annually provide updates and refresher training for any supervisors who are conducting evaluations in the school district and more thorough training for any supervisor who will evaluate Principals, Vice Principals or Assistant Principals for the first time. Training shall be provided on each component of the evaluated Principal's, Vice Principal's or Assistant Principal's evaluation rubric before the evaluation of the Principal, Vice Principal or Assistant Principal;

c. The Superintendent shall annually certify to the Department that all supervisors of Principals, Vice Principals and Assistant Principals in the school district who are utilizing evaluation rubrics have completed training on and demonstrated competency in applying the evaluation rubrics.

F. District Evaluation Advisory Committee – N.J.A.C. 6A:10-2.3

1. Members of the District Evaluation Advisory Committee shall include representation from the following groups: teachers from each school level represented in the school district; central office administrators overseeing the teacher evaluation process; supervisors involved in teacher evaluation, when available or appropriate; and administrators conducting evaluations, including a minimum of one administrator conducting evaluations who participates on a School Improvement Panel. Members also shall include the Superintendent, a special education administrator, a parent and a member of the Board of Education.

2. The Superintendent may extend membership on the District Evaluation Advisory Committee to representatives of other groups and to individuals.

3. A District Evaluation Advisory Committees is not required and the Board of Education shall have the discretion to establish a District's Evaluation Advisory Committee.

G. Evaluation Procedures for Principals, Vice Principals and Assistant Principals – N.J.A.C. 6A:10-2.4

1. The provisions outlined in Policy and Regulation 3224 and N.J.A.C. 6A:10-2.4 shall be the minimum requirements for the evaluation procedures of Principals, Vice Principals and Assistant Principals.

2. Evaluation policies and procedures requiring the annual evaluation of Principals, Vice Principals and Assistant Principals shall be developed under the direction of the Superintendent, who may consult with the District Evaluation Advisory

Committee or representatives from School Improvement Panels, and shall include, but not be limited to, a description of:

a. Roles and responsibilities for implementation of evaluation policies and procedures;

b. Job descriptions, evaluation rubrics for Principals, Vice Principals and Assistant Principals, the process for calculating the summative ratings and each component and the evaluation regulations set forth in N.J.A.C. 6A:10-10-1 et seq.;

c. Methods of data collection and reporting appropriate to each job description, including, but not limited to, the process for student attrition to teachers, Principals, Vice Principals, Assistant Principals for calculating the median and school-wide student growth percentile;

d. Processes for observations for the purpose of evaluation and post-observation conference(s) by a supervisor;

e. Process for developing and scoring student growth objectives;

f. The process for preparation of individual professional development plans; and

g. The process for preparation of an annual performance report by the Superintendent or designated supervisor, and an annual summary conference between the Principal, Vice Principal or Assistant Principal and the Superintendent or designated supervisor.

3. The annual summary conference between the designated supervisor and the Principal, Vice Principal or Assistant Principal shall be held before the annual performance report is filed. The conference shall occur on or before June 30 of each school year and shall include, but not be limited to, a review of the following:

a. The performance of the Principal, Vice Principal or Assistant Principal based upon the job description and the sources or evidence compiled using the evaluation rubric, including, when applicable,

(1) The educator's practice instrument; and

(2) Available indicators or student achievement measures such as student growth objectives scores and student growth percentile scores.

b. The progress of the Principal, Vice Principal, or Assistant Principal toward meeting the goals of the individual professional development plan or, when applicable, the corrective action plan; and

c. The preliminary annual performance report.

4. If any scores for the Principal's, Vice Principal's or Assistant Principal's evaluation rubric are not available at the time of the annual summary conference due to pending assessment results, the annual summative evaluation rating shall be calculated once all component ratings are available.

5. The annual performance report for the Principal, Vice Principal or Assistant Principal shall be prepared by the designated supervisor and shall include, but not be limited to:

a. A summative rating based on the evaluation rubric, including, when applicable, a total score for each component as described in N.J.A.C. 6A:10-5;

b. Performance area(s) of strength and area(s) needing improvement based upon the job description; and components of the Principal's, Vice Principal's or Assistant Principal's evaluation rubric; and

c. The Principal's, Vice Principal's, or Assistant Principal's individual professional development plan a corrective action plan from the evaluation year being reviewed in the report.

6. The Principal, Vice Principal or Assistant Principal and the Superintendent or designated supervisor shall sign the report within five (5) Principal, Vice Principal, and Assistant Principal working days of the review.

7. The Board of Education shall include all performance reports and supporting data, including, but not limited to, written observation reports and additional

components of the summative evaluation rating as part of the Principal's, Vice Principal's, or Assistant Principal's personnel file, or in an alternative, confidential location. If reports and data are stored in an alternate location, the personnel file shall clearly indicate the report's location and how it can be easily accessed. The records shall be confidential and shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

H. Corrective Action Plans for Principals, Vice principals and Assistant Principals – N.J.A.C. 6A:10-2.5

1. For each Principal, Vice Principal and Assistant Principal rated ineffective or partially effective on the annual summative evaluation, as measured by the evaluation rubrics, a corrective action plan shall be developed by the Principal, Vice Principal or Assistant Principal and the designated supervisor. If the Principal, Vice Principal, or Assistant Principal does not agree with the corrective action plan's content, the designated supervisor shall make the final determination.

2. The corrective action plan shall be developed and the Principal, Vice Principal or Assistant Principal and his or her designated supervisor shall meet to discuss the corrective action plan by October 31 of the school year following the year of evaluation except:

   a~~3~~. If the ineffective or partially effective summative evaluation rating is received after October 1 of the school year following the year of evaluation, then a corrective action plan shall be developed, and the Principal, Vice Principal or Assistant Principal and his or her designated supervisor shall meet to discuss the corrective action plan within twenty-five (25) Principal, Vice Principal or Assistant Principal working days following the school district's receipt of the Principal's, Vice Principal's or Assistant Principal's summative rating.

3. The content of the corrective action plan shall replace the content of the individual professional development plan required pursuant to N.J.A.C. 6A:9C-4.3(a) and 4.4(a) and shall:

   a. Address areas in need of improvement identified in the principal evaluation rubric;

b. Include specific, demonstrable goals for improvement;

c. Include responsibilities of the evaluated employee and the school district for the plan's implementation; and

d. Include timelines for meeting the goal(s).

4. The designated supervisor and the Principal, Vice Principal or Assistant Principal on a corrective action plan shall discuss the Principal's, Vice Principal's or Assistant Principal's progress toward the goals outlined in the corrective action plan during each post-observation conference, when required by N.J.S.A. 18A:27-3.1 or N.J.A.C. 6A:10-5.4.

5. Progress toward the Principal's, Vice Principal's or Assistant Principal's goals outlined in the corrective action plan:

   a. Shall be documented in the Principal's, Vice Principal's or Assistant Principal's personnel file and reviewed at the annual summary conference and the mid-year evaluation. Both the Principal, Vice Principal, or Assistant Principal on a corrective action plan and his or her designated supervisor may collect data and evidence to demonstrate the Principal's, Vice Principal's, or Assistant Principal's progress toward his or her corrective action plan goals; and

   b. May be used as evidence in the Principal's, Vice Principal's or Assistant Principal's personnel file and reviewed at the annual summary conference or the mid-year evaluation.

6. Responsibilities of the evaluated Principal, Vice Principal or Assistant Principal on a corrective action plan shall not be exclusionary of other plans for improvement determined to be necessary by the designated supervisor designee.

7. The Superintendent, or his or her designee, and the Principal, as appropriate, shall conduct a mid-year evaluation of any Principal, Vice Principal or Assistant Principal pursuant to N.J.S.A. 18A:6-121.c. The mid-year evaluation shall occur approximately midway between the development of the corrective action plan and the expected receipt of the next annual summative rating. The mid-year evaluation shall include, at a minimum a conference to discuss progress toward the

Principal's, Vice Principal's, or Assistant Principal's goals outlined in the corrective action plan. The mid-year evaluation conference may be combined with a post-observation conference.

8. The Superintendent shall ensure Principals, Vice Principals, and Assistant Principals with a corrective action plan receive one observation and a post-observation conference in addition to the observations required in N.J.A.C. 6A:10-5.4 for the purpose of evaluation as described in N.J.A.C. 6A:10-1.2 and 5.4.

9. The corrective action plan shall remain in effect until the Principal, Vice Principal, or Assistant Principal receives his or her next summative evaluation rating.

10. There shall be no minimum number of Principal, Vice Principal, or Assistant Principal working days a Principal's, Vice Principal's or Assistant Principal's corrective action plan can be in place.

I. Components of Principal Evaluation Rubrics – N.J.A.C. 6A:10-5.1

1. Unless otherwise noted, the components of the principal evaluation rubrics shall apply to teaching staff members holding the position of Principal, vice Principal, or Assistant Principal and holding a valid and effective standard, provisional or emergency administrative certificate.

2. The principal evaluation rubric shall meet the standards provided in N.J.S.A. 18A:6-123, including but not limited to:

   a. Measures of student achievement pursuant to N.J.A.C. 6A:10-5.2; and

   b. Measures of principal practice pursuant to N.J.A.C. 6A:10-5.3 and 5.4.

3. To earn a summative rating, the Principal, Vice Principal, or Assistant Principal shall have a student achievement score, pursuant to N.J.A.C. 6A:10-5.2 and a principal practice score pursuant to N.J.A.C. 6A:10-5.3 and 5.4.

4. Each score shall be converted to a percentage weight so all measures make up 100 percent (100%) of the evaluation rubric. By August 31 prior to the school year in which the evaluation rubric applies, the Department shall provide on its website the required percentage weight of each component and the required summative

the Principal's, Vice Principal's, or Assistant Principal's goals outlined in the corrective action plan. The mid-year evaluation conference may be combined with a post-observation conference.

a. If, according to N.J.A.C. 6A:10-5.2(b), the Principal, Vice Principal or Assistant Principal receives a school-wide student growth percentile score as described in N.J.A.C. 6A:10-5.2(c), the score shall be at least ten (10) percent and no greater than forty percent (40%) of evaluation rubric rating as determined by the Department.

b. Measure of average student growth objective for all teachers, as described in N.J.A.C. 6A:10-5.2(d), shall be at least ten percent (10%) and no greater than twenty percent (20%) of evaluation rubric rating as determined by the Department.

c. Measure of administrator goal, as described in N.J.A.C. 6A:10-5.2(e), shall be no less than ten percent (10%) and no greater than forty percent (40%) of evaluation rubric rating as determined by the Department.

d. Measure of principal practice, as described in N.J.A.C. 6A:10-5.3(b), shall be no less than fifty percent (50%) of evaluation rubric rating.

5. Standardized assessments, used as a measure of student progress, shall not be the predominant factor in determining a Principal's annual summative rating.

6. The Department shall periodically collect principal evaluation rubric data that shall include, but are not limited to, component-level scores and annual summative ratings.

J. Student Achievement Components of Principal Evaluation Rubrics – N.J.A.C. 6A:10-5.2

1. Measures of student achievement shall be used to determine impact on student learning and shall include the following components:

a. The school-wide student growth percentile of all students assigned to the Principal;

b. Average student growth objective scores of every teacher, as described in N.J.A.C. 6A:10-4.2(e), assigned to the Principal; and

c. Administrator goals set by Principals, Vice Principals or Assistant Principals in consultation with their supervisor pursuant to N.J.A.C. 6A:10-5.2(e), which shall be specific and measurable, based on student growth and/or achievement data.

2. The school-wide student growth percentile score shall be included in the annual summative rating of Principals, Vice Principals and Assistant Principals who are assigned to a school as of October 15 and who are employed in schools where student growth percentiles are available for students in one or more grades. If the Principal, Vice Principal, or Assistant Principal is employed in more than one (1) school, the Superintendent shall assign to the Principal, Vice Principal, or Assistant Principal, as appropriate, the school-wide student growth percentile from one school and shall notify the Principal, Vice Principal, or Assistant Principal at the beginning of the school year of the student growth percentile assignment.

3. The Department shall calculate the school-wide student growth percentile for Principals, Vice Principals and Assistant Principals.

4. The average student growth objective scores of all teachers, as described in N.J.A.C. 6A:10-4.2(e), shall be a component of the Principal's annual summative rating. The average student growth objective scores for Vice Principals or Assistant Principals shall be determined according to the following procedures:

   a. The Principal, in consultation with the Vice Principal or Assistant Principal, shall determine prior to the start of the school year, which teachers, if not all teachers in the school, shall be linked to the Vice Principal's and Assistant Principal's average student growth objective score.

   b. If the Vice Principal or Assistant Principal does not agree with the list of teachers linked to this or her name for the purposes of this measurement, the Principal shall make the final determination.

5. Administrator goals for Principals, Vice Principals or Assistant Principals shall be developed and measured according to the following procedures:

a. The designated supervisor shall determine for all Principals, Vice Principals or Assistant Principals, the number of required administrator goals which shall reflect the achievement of a significant number of students within the school. By August 31 prior to the school year in which the evaluation rubric applies, the Department shall provide on the Department's website the minimum and maximum number of required totals, which will be at least one goal and no more than four goals.

b. Principals, Vice Principals or Assistant Principals shall develop, in consultation with their designated supervisor, each administrator goal. Each Vice Principals and Assistant Principals shall set goals specific to his or her job description or adopt the same goals as his or her Principal. If the Principal, Vice Principal or Assistant Principal and his or her ~~or~~ designated supervisor do not agree upon the administrator goal, the Principal's, Vice Principal's, or Assistant Principal's Superintendent or designated supervisor shall make the final determination.

c. Administrator goals and the criteria for assessing performance based on those objectives shall be determined, recorded, and retained by the Principal~~'s~~, Vice Principal or Assistant Principal and his or her designated supervisor by October 31 of each school year, or within twenty-five (25) Principal, Vice Principal, and Assistant Principal working days of the Principal's, Vice Principal's or Assistant Principal's start date if he or she begins work after October 1.

d. The administrator goal score shall be approved by the designated supervisor of the Principal, Vice Principal or Assistant Principal. The Principal's, Vice Principal's or Assistant Principal's administrator goal score, if available, shall be discussed at his or her annual summary conference and recorded in his or her personnel file.

K. Principal Practice Component of Evaluation Rubric – N.J.A.C. 6A:10-5.3

1. Measures of principal practice shall include a measure determined through a Commissioner-approved principal practice instrument and may include a leadership measure determined through the Department-created leadership rubric.

2. Principal practice component rating shall be based on the measurement of the Principal's, Vice Principal's or Assistant Principal's performance according to the

school district's Commissioner-approved principal practice instrument. Observations pursuant to N.J.A.C. 6A:10-5.4 shall be used as one form of evidence for this measurement.

3. Leadership practice shall be determined by a score on a leadership rubric, which will assess the Principal's, Vice Principal's or Assistant Principal's ability to improve student achievement and teaching staff member effectiveness through identified leader behaviors. The rubric will be posted on the Department's website and annually maintained.

L. Principal, Vice Principal and Assistant Principal Observations – N.J.A.C. 6A:10-5.4

1. The Superintendent or his or her designee, shall conduct observations for the evaluation of Principals pursuant to N.J.S.A. 18A:6-121 and he or she shall be trained pursuant to N.J.A.C. 6A:10-2.2(b).

2. A Principal, or the Superintendent or his or her designee, shall conduct observations for the evaluation of Vice Principal's and Assistant Principals pursuant to N.J.S.A. 18A:6-121.

3. For the purpose of collecting data for the evaluation of a Principal, Vice Principal or Assistant Principal, an observation, as described in N.J.S.A. 18A:6-119 and N.J.A.C. 6A:10-1.2, may include, but is not limited to: building walk-through, staff meeting observation, parent conference observation or case study analysis of a significant student issue.

4. Post-observation conferences shall include the following procedures:

   a. A supervisor who is present at the observation shall conduct a post-observation conference with the Principal, Vice Principal or Assistant Principal being observed. A post-observation conference shall occur no more than fifteen (15) Principal, Vice Principal or Assistant Principal working days following each observation.

   b. The post-observation conference shall be for the purpose of reviewing the data collected at the observation, connecting the data to the principal practice instrument and the Principal's, Vice Principal's or Assistant Principal's individual professional development plan, collecting additional

information needed for the evaluation, and offering areas to improve effectiveness.

c. With the consent of the observed Principal, Vice Principal or Assistant Principal post-observation conferences for individuals who are not on a

corrective action plan may be conducted via written communication, including electronic communication.

d. One post-observation conference may be combined with the Principal's Vice Principal's or Assistant Principal's annual summary conference as long as it occurs within the required fifteen (15) Principal, Vice Principal or Assistant Principal working days following the observation.

e. A written or electronic observation report shall be signed by the supervisor who conducted the observation and post-observation and the Principal, Vice Principal or Assistant Principal who was observed.

f. The Principal, Vice Principal or Assistant Principal shall submit his or her written objection(s) of the evaluation within ten (10) Principal, Vice Principal, and Assistant Principal working days following the conference. The objection(s) shall be attached to each party's copy of the annual performance report.

5. Each tenured Principal, Vice Principal and Assistant Principal shall be observed as described in N.J.A.C. 6A:10-5.4, at least two (2) times during each school year. Each nontenured Principal, Vice Principal and Assistant Principal shall be observed as described in N.J.A.C. 6A:10-5.4 at least three (3) times during each school year, as required by N.J.S.A. 18A:27-3.1. An additional observation shall be conducted pursuant to N.J.A.C. 6A:10-2.5(h) for Principals, Vice Principals and Assistant Principals who are on a corrective action plan.

M. Principal Practice Instrument – N.J.A.C. 6A:10-6.3

1. The principal practice instrument approved by the Department shall meet the following criteria:

a. Incorporate domains of practice and/or performance criteria that align to the Professional Standards for Educational Leaders developed by

the National Policy Board for Educational Administration (NPBEA) incorporated herein by reference:

b. Include scoring guides for assessing principal practice that differentiate among a minimum of four levels of performance, and the differentiation has been shown in practice and/or research studies. Each scoring guide shall clearly define the expectations for each category and provide a conversion to four rating categories.

c. Rely on, to the extent possible, multiple sources of evidence collected throughout the school year, including, but not limited to, evaluation of a Principal's leadership related to:

(1) Implementing high-quality and standards-aligned curriculum, assessments, and instruction; and

(2) Evaluating the effectiveness of teaching staff members and supporting their professional growth.

d. Incorporate an assessment of the Principal's leadership for implementing a rigorous curriculum and assessments aligned to the Core Curriculum Content Standards. Include descriptions of specific training and implementation details required for the instrument to be effective.

Adopted: 29 April 2014
Revised: 15 March 2016
Revised: 2 January 2018
Revised: 16 November 2021

R 3230 OUTSIDE ACTIVITIES

A. Outside Employment

1. A full-time employee may engage in outside employment only when such employment does not:

   a. Constitute a conflict of interest,

   b. Violate the new Jersey School Ethics Act; or

   c. Occur at a time when the employee has assigned district duties and responsibilities.

2. A full-time employee who engages in employment outside the district shall report that employment to the Superintendent only if the outside employment may require any type of accommodation by the school district or if the outside employment would require the staff member to not perform or limit the staff member's ability to perform all the responsibilities of his/her school district employment.

B. Private Enterprise, Business, or Business Organization

1. An employee shall not conduct activities on school district grounds that may advance a private enterprise, business, or business organization without the express permission of the Superintendent. Permission will not be given for solicitations or collections on behalf of a private enterprise, business, or business organization.

2. An employee shall not, on school grounds, solicit students for trips other than those expressly approved by the Board or Superintendent without permission of the Superintendent. School grounds shall not be used as the point of departure or arrival for any such privately arranged activity.

Issued: 3 November 2009
Revised: 21 March 2013

R 3232 TUTORING SERVICES

A. Additional Help in Academic Programs

1. Teachers will make every reasonable effort to assist students assigned to them who need additional help in their academic programs.

2. Additional help may be given during the course of the staff member's work day or before or after school hours.

3. This additional help is an extension of the staff member's assigned school district responsibilities and no staff member may charge a fee for providing this additional help to students.

B. Private Tutoring Services

1. Private tutoring shall not take place on school grounds and any fees or compensation arrangements shall be made between the private tutor and the parent. The Board of Education assumes no responsibility, liability or obligations for the selection of a private tutor that is contracted by the parent or the quality of the tutoring services provided.

2. A school staff member may be contracted by a parent to provide tutoring services to a student. School staff members shall not provide private tutoring services for a fee or any compensation to any student that is currently enrolled in their classes, unless an exception is approved by the Superintendent. An exception may be approved by the Superintendent on a case by case basis if the student's learning needs require a specialized program delivered by a teacher who has specialized training and/or knowledge in the subject area.

Issued: 3 November 2009

Revised: 24 February 2015

R 3233 POLITICAL ACTIVITIES

A. Prohibited Activities

The following political activities are prohibited on school district premises:

1. Posting of political circulars or petitions on bulletin boards that are not sponsored by the school and included as part of the school curriculum and/or program;

2. The distribution to employees, whether by placing in their school mailboxes or otherwise, of political circulars or petitions, except as delivered by the U.S. Postal Service;

3. Collection of and solicitation for campaign funds;

4. Solicitation for campaign workers;

5. Use of students for writing or addressing political materials or the distribution of such materials to or by students;

6. Display of any materials that promote the candidacy of any candidate for office by a person working on an election day in a district facility used as a polling place; and

7. Any activity in the presence of students while on school property, which activity is intended and/or designed to promote, further or assert a position(s) on labor relations issues.

B. Permitted Activities

The following political activities are permitted on school premises.

1. Conduct of student and employee elections and any campaigning connected with those elections.

2. Classroom discussion and study of politics and political issues, when such discussion and study are appropriate to studies such as history, current events, or political science.

3. Distribution of political materials when approved by the Principal and when relevant to the class, curriculum, and maturity of the students. Any such material shall be presented by the teacher without bias or discrimination.

C. Nothing in this Regulation shall be interpreted to impose a burden on the constitutionally protected speech or conduct of a staff member or student.

Issued: 3 November 2009

R 3240 PROFESSIONAL DEVELOPMENT FOR TEACHERS AND SCHOOL LEADERS

A. Definitions (N.J.A.C. 6A:9C-2.1)

1. The definitions set forth in N.J.A.C. 6A:9-2.1 shall apply to the words and terms used in N.J.A.C. 6A:9C-3 et seq. and 6A:9C-4 et seq. and Policy and Regulation 3240.

B. Components of Professional Development – (N.J.A.C. 6A:9C-3.2)

1. Professional development shall align with the Professional Standards for Teachers and the Professional Standards for School leaders in N.J.A.C. 6A:9-3, the standards for professional learning in N.J.A.C. 6A:9-3.3, student learning and educator development needs, and the school, school district, and/or State improvement goals.

2. Professional development shall encompass a broad range of professional learning that contributes to improved practice, including but not limited to, participation in the work of established collaborative teams of teachers, school leaders and other administrative, instructional and educational services staff members who commit to working together to accomplish common goals and who are engaged in a continuous cycle of professional improvement focused on:

   a. Evaluating student learning needs through ongoing reviews of data on student performance; and

   b. Defining a clear set of educator learning goals based on the rigorous analysis of these data.

3. Professional learning shall incorporate coherent, sustained and evidenced-based strategies that improve educator effectiveness and student achievement including job-embedded coaching or other forms of assistance to support educators' transfer of new knowledge and skills to their work.

4. Professional development may be supported by external expert assistance or additional activities that:

   a. Address defined student and educator learning goals;

b. Advance primarily ongoing school-based professional learning; and

c. Include, but are not limited to, courses, workshops, institutes, networks and conferences provided by for-profit and nonprofit entitles outside the school such as universities, educational service agencies, technical assistance providers, networks of content specialists and other education organizations and associations.

C. Standards for Professional Learning (N.J.A.C. 6A:9-3.3)

1. Professional learning that increases educator effectiveness and improves results for all students shall be guided by the following standards:

a. Learning communities: Occurs within learning communities committed to continuous improvement, collective responsibility, and goal alignment;

b. Leadership: Requires skillful leaders who develop capacity, advocate, and create support systems for professional learning;

c. Resources: Requires prioritizing, monitoring, and coordinating resources for educator learning;

d. Data: Uses a variety of sources and types of student, educator, and system data to plan, assess and evaluate professional learning;

e. Learning designs: Integrates theories, research and models of human learning to achieve its intended outcomes;

f. Implementation: Applies research on change and sustains support for implementation of professional learning for long-term change; and

g. Outcomes: Aligns its outcomes with educator performance and student curriculum standards.

D. Requirements for and Implementation of Teacher**s'** Individual Professional Development Plans (N.J.A.C. 6A:9C-4.4)

1. Each teacher shall be guided by an individualized Professional Development Plan (PDP), pursuant to N.J.S.A. 18A:6-128.a, which shall include at least twenty (20) hours per year of qualifying experiences. The twenty-hour annual requirement

shall be based on the length of full-time employment and reduced by a pro rata share reflecting part-time employment, or an absence, including the use of family or medical leave.

2. The content of each individual PDP shall be developed by each teacher's supervisor, in consultation with the teacher, and shall align with the Professional Standards for Teachers in N.J.A.C. 6A:9-3 and the Standards for Professional Learning in N.J.A.C. 6A:9-**3**.3.

3. Each teacher's individual PDP shall be updated annually no later than October 31, except:

   a. If the teacher is hired after October 1, the PDP shall be developed within twenty-five (25) working days of his or her hire.

4. The individual PDP shall be modified during the year, as necessary, and shall specify at least:

   a. One (1) area for development of professional practice derived from the results of observations and evidence accumulated through the teacher's annual performance evaluation; and

   b. One area for development of professional practice derived from individual, collaborative team, or school district improvement goals.

5. Progress on the individual PDP shall be discussed at the annual summary conference, pursuant to N.J.A.C. 6A:10-2.4, but may occur more frequently throughout the year**.**

6. Evidence of progress toward meeting the requirements of the teacher's individual PDP may be provided by the teacher and/or his or her designated supervisor, and shall be reviewed as part of each annual summary conference.

7. A teacher's individual PDP goals may necessitate more than the recommended minimum requirements outlined in N.J.A.C. 6A:9-4.

8. Additional hours of qualifying experiences may be required for teachers in low-performing schools, as determined by the Commissioner of Education.

9. The teacher's designated supervisor shall:

a. Use the teacher performance evaluation process and the professional development planning process to monitor each teacher's progress in meeting the professional development requirements and shall take appropriate steps to assure such progress. If a teacher's progress is found to be inadequate, the teacher's designated supervisor shall take appropriate remedial action by applying sound and accepted principles of progressive supervision and other appropriate means; and

b. Maintain accurate records of each teacher's progress in meeting the individual professional development requirements, pursuant to N.J.A.C. 6A:9C-4.3 and N.J.A.C. 6A:9C-4.4. Such records shall include a copy of each teacher's current PDP and timeline, as well as any documentation and evidence showing the teacher's progress toward meeting the plan's requirements.

10. If a teacher leaves the employ of one New Jersey school district and is hired by another, the previous employing school district shall share with the new employing school district the teacher's individual PDP and all supporting documentation. If the current individual PDP is found to be unsuitable to the teacher's new assignment, the new employing school district shall ensure a revised individual PDP and timeline is created in accordance with N.J.A.C. 6A:9C-4.4.

E. School-Level Plans for Professional Development Implementation (N.J.A.C. 6A:9C-4.2)

1. The Principal shall oversee the development and implementation of a plan for school-level professional development and shall ensure:

a. The school-level professional development plan include**s** a description of school-level and team-based professional learning aligned with identified school goals, and includes teacher and student learning needs; and

b. All teachers receive the necessary opportunities, support, and resources to complete individual professional development requirements pursuant to N.J.A.C. 6A:9C-4.4(a).

2. The school-level plan shall become part of the school district plan for professional development overseen and reviewed by the Superintendent of Schools.

F. Requirements for District-Level Plans for Professional Development Implementation (N.J.A.C. 6A:9C-4.2)

1. The school district plan shall provide information on school-level and district-wide professional development learning opportunities, the resources being allocated toward their support, a justification for the expenditures, and include any professional development required by statute or regulation.

2. The Superintendent of Schools or designee shall oversee development and implementation of the school district plan to assess its effectiveness and revise it, as necessary to meet the school district's learning goals for students, teachers and school leaders.

3. When overseeing and reviewing the school district plan, the Superintendent or designee shall**:**

   a. Review school-level professional development plans;

   b. Assess the learning needs of students, teachers and school leaders based on educator evaluation data, school-level plans, and data from school and district-level performances;

   c. Plan, support, and implement professional learning activities that address the New Jersey Student Learning Standards, and that align with the Standards for Professional Learning in N.J.A.C. 6A:9C-3.3 and the Professional Standards for Teachers and School Leaders in N.J.A.C. 6A:9-3;

   d. Develop and update, as necessary, the district mentoring plan for non-tenured teachers including novice professional teachers who hold a CE or CEAS, in accordance with N.J.A.C. 6A:9C-5.3;

   e. Present the plan to the Board of Education to review for fiscal impact; and

   f. Certify annually to the Department of Education, through a statement of assurance, that the school district is meeting the requirements for the school district plan as set forth in N.J.A.C. 6A:9C-4.2 and that it includes requirements of the district mentoring plan pursuant to N.J.A.C. 6A:9C-5.3

4. School districts sending to the same middle and/or high school may form a regional consortium to develop one district-wide plan based on the sending schools' plans.

G. Requirements for the Implementation of School Leaders' Professional Development Plans (N.J.A.C. 6A:9C-4.3)

1. Each school leader shall create, implement and complete an individual PDP that:

a. Aligns with the Professional Standards for School Leaders set forth in N.J.A.C. 6A:9-3.4 and the Standards for Professional learning in N.J.A.C. 6A:9-3.3;

b. Derives from the results of observations, evidence and recommendation included in the annual performance evaluation of the school leader;

c. Identifies professional learning goals that address specific individual, school or school district goals; and

d. Grounds professional learning in objectives related to improving teaching, learning and student achievement**,** and aligns to the school and/or school district plan for professional development**;** and

e. Includes training on: school law, ethics, and governance pursuant to N.J.S.A. 18A:26-8.2 and other statutory requirements related to student safety, bullying and harassment, and well-being.

2. Each school leader's individual PDP shall be developed by October 31 except:

a. If the school leader is hired after October 1, the PDP shall be developed within twenty-five (25) working days of his or her hire.

3. The Superintendent of Schools shall develop an individual PDP for review by the Board of Education. In developing the individual PDP, the following process shall be followed:

a. The Board shall review the Superintendent's individual PDP, including the individual training needs pursuant to N.J.A.C. 6A:9C-4.3(a)5, and shall ensure the individual PDP aligns to school district goals and to the school district's plan for professional development.

b. The Superintendent shall submit annually to the Board evidence of progress toward completion of the individual PDP. The Superintendent also shall submit every three to five years, depending on the length of his or her contract with the Board, summative evidence of plan completion.

c. The Superintendent may appeal to the Executive County Superintendent if he or she disagrees with the Board regarding PDP contents or progress toward completion. The Executive County Superintendent shall have final decision-making authority on all such matters.

4. Each leaders whose positions requires a Principal or Supervisor endorsement shall, or whose positions requires a Chief School Administrator endorsement but who does not serve as a Chief School Administrator or Superintendent of a school district, shall develop in collaboration with his or her designated supervisor an individual PDP and shall provide evidence to his or her designated supervisor of progress toward fulfillment of his or her plan. Each Superintendent or designee holding shall:

   a. Review each Principal's, supervisor's, or other school leader's individual PDP, including the individual training needs pursuant to

   b. N.J.A.C. 6A:9C-4.3(a)5, and shall ensure it aligns to school and school district goals and the school district's plan for professional development;

   c. Meet with the Principal, supervisor, or other school leader at mid-year to assess progress toward his or her PDP's completion or modification; and

5. The school leader's designated supervisor, or the Board of Education in the case of the Superintendent, shall:

   a. Use the performance evaluation process and professional development planning process to monitor the school leader's progress in meeting the professional development requirements. If a school leader's progress is found to be inadequate, the school leader's designated supervisor or the Board shall take appropriate remedial action by applying sound and accepted principles of progressive supervision and other appropriate means; and

   b. Maintain accurate records of each school leader's progress in meeting the individual professional development requirements, pursuant to N.J.A.C. 6A:9C-4.3. Such records shall include a copy of each school leader's current

PDP and timeline, as well as any documentation and evidence showing the school leader's progress toward meeting the plan's requirements.

6. If a school leader leaves the employ of one New Jersey school district and is hired by another, the school leader's designated supervisor, or the Board of Education in the case of the Superintendent, shall ensure a revised individual PDP appropriate to the new assignment is developed in collaboration with the school leader.

H. Assistance (N.J.A.C. 6A:9C-4.1)

1. The Board of Education shall ensure all teachers and school leaders receive the necessary opportunities, support, and resources to engage in ongoing professional learning and to complete the requirements of their respective professional development plans.

Issued: 15 July 2014
Revised: 2 January 2018

R 3244 IN-SERVICE TRAINING

In-Service programs shall be the responsibility of the administrative team. He/She shall solicit from teachers and staff input on the need for in-service instruction and shall develop an appropriate program, establish a schedule and notify the appropriate individuals and inform the Superintendent of Schools, who shall appraise the Board of Education regarding the in-service program for teachers and staff.

N.J.A.C. 6:8-2.8(a)4

Issued: 3 November 2009

R 3270 LESSON PLANS AND PLAN BOOKS

A. Lesson Plans

1. Teaching staff members assigned specific instructional responsibilities and as designated by the Superintendent shall prepare regular lesson plans.

2. Lesson plans must conform to the guidelines established by the Superintendent or designee. Plans may be reviewed and monitored by school district administrative staff as determined by the Superintendent.

3. The content of the lesson plan will be determined by the Superintendent or designee. The content of the lesson plan may include, but not be limited to:

   a. Name of the unit or area of learning;

   b. Goals and objectives;

   c. Instructional planning that includes the applicable New Jersey Student Learning Standards (NJSLS);

   d. Interdisciplinary connections;

   e. Integration of technology;

   f. Assessments, including, but not limited to formative, summative, benchmark, and alternative assessments;

   g. List of core instructional and supplemental materials; and

   h. Differentiation of Instruction

4. Lesson plans must be prepared in advance.

5. Lesson plans will follow the format established by the Principal or designee.

6. Lesson plans must be prepared with clarity and in sufficient detail to permit a substitute to conduct the lesson efficiently and effectively.

B. Lesson Plan Books

1. Lesson plans shall be kept in an accessible electronic version or in a plan book.

2. The plan book will permit administrators to monitor classroom instruction.

3. Content of the lesson plan book shall be designated by the Superintendent and will be determined by the school district.

C. Substitute Lesson Plans

1. Each teaching staff member shall submit a substitute folder to the Principal or designee that shall contain the following:

   a. Lesson plans;

   b. Emergency procedures; and

   c. Any other content as prescribed by the Principal.

2. To help a substitute and to provide meaningful work for the students in the event a teaching staff member is absent, subject related activities shall be provided.

3. Every attempt shall be made to follow the lesson plans so that the student's education will not be interrupted during the teaching staff member's absence.

Adopted: 3 November 2009
Revised: 18 October 2022

R 3280 LIABILITY FOR STUDENT WELFARE

A. A teaching staff member must maintain a standard of care for supervision, control, and protection of students commensurate with the member's assigned duties and responsibilities.

1. A class or activity must never be left unattended while students are in the room, except that a teacher may stand immediately outside the door of the room as students are entering.

2. A class or activity must never be left with an unqualified person in charge of students.

3. Younger students should be accompanied to assigned places of instruction and monitored until supervision is assumed by another qualified, responsible person.

4. Students shall not be allowed to inflict bodily harm on one another. Teaching staff members are responsible for preventing and stopping student fights and assaults, whatever the cause or intent; if necessary, responsible assistance must be quickly summoned. Teaching staff members may restrain a student only with the reasonable amount of force necessary to:

   a. Quell a disturbance,

   b. Obtain possession of weapons or dangerous objects,

   c. Offer self defense, or

   d. Protect persons or property.

B. A teaching staff member should not voluntarily assume responsibility for duties he/she cannot reasonably perform. Such assumed responsibilities carry the same potential for liability as do assigned responsibilities.

C. A teaching staff member must provide proper instruction in safety wherever course guides so provide.

D. A teaching staff member must report immediately to the Building Principal any accident or safety hazard the member detects.

E. A teaching staff member must not send students on personal errands.



F. A teaching staff member must never transport students in a personal vehicle. Any transportation of students by private vehicle is subject to Policy No. 8660.

G. A teaching staff member must not require a student to perform tasks that may be detrimental to the student's health or well-being.

1. Students may be permitted to use only items of equipment that have been provided by the Board.

2. Equipment shall not be used for purposes other than the instructional purposes for which the equipment was provided; equipment may never be operated in a hazardous manner.

4. Classroom materials and equipment should be organized so as to minimize the danger of injury to students.

5. Teachers must exercise good judgment when assigning tasks to students to prevent bodily harm and damage to property.

6. Safety equipment provided for use in potentially hazardous situations must be properly and promptly utilized when necessary.

H. A teaching staff member must render prompt reports when so required by law and Board policy.

1. Instances of substance abuse will be reported in accordance with Policy No. 5530.

2. Instances of violence and/or vandalism will be reported in accordance with Policy No. 8461.

3. Accidents will be reported in accordance with Board Policy No. 8442.

4. Instances of suspected child abuse will be reported in accordance with Policy Nos. 8461 and 8462.

5. Missing children will be reported in accordance with Policy No. 8464.

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R 3281 INAPPROPRIATE STAFF CONDUCT

Inappropriate conduct by a school staff member will not be tolerated by the Board of Education. Policy No. 3281 and this Regulation have been developed and adopted by this Board to provide guidance and direction to avoid actual and/or the appearance of inappropriate conduct and conduct unbecoming a school staff member to students.

A. Definitions

1. "Building Principal" is the Principal of the building where the staff member is assigned.

2. "Grievance Procedure" is the grievance procedure that provides for prompt and equitable resolution of inappropriate conduct or conduct unbecoming a school staff member.

3. "Hostile Environment Sexual Harassment" is sexual harassing conduct, which can include sexual advances, requests for sexual favors, or other favors, or other verbal, nonverbal, or physical conduct of a sexual nature that is sufficiently severe, persistent, or pervasive to limit a student's ability to participate in or benefit from an educational program or activity, or to create a hostile or abusive educational environment.

4. The "immediate supervisor" for teaching staff members may be a Building Principal, a member of the school district's non-instructional supervisory staff and/or the School Business Administrator/Board Secretary.

5. "Inappropriate comments" includes, but is not limited to, comments of a sexual nature, sexually oriented humor or language, inappropriate comments about a student's clothing or physical appearance, comments with sexual overtones, comments regarding a student's dating partner or comments about the staff member's personal life that are not relevant to the professional responsibility of the school staff member.

6. "Inappropriate conduct" includes, but is not limited to, sexual misconduct, a request by a school staff member to a student for a social relationship outside the school staff/student relationship, sexually harassing conduct, inappropriate touching by the staff member to a student or permitting a student to inappropriately touch a staff member, corporal punishment, requesting a student to expose private parts of their body, other than for school medical purposes, and

a staff member exposing their own private parts of their body to a student. Inappropriate conduct also includes physical contact between a staff member and student that is beyond the staff member/student professional relationship. This contact includes, but is not limited to, kissing, touching or feeling private parts of the body, holding hands or arms, and other contact that typically shows a sign of affection beyond the staff member/student professional relationship. "Inappropriate conduct" does not include a hug initiated by a student as a sign of the student's appreciation to a school staff member at a school sponsored activity such as school banquets, school recognition programs, graduations, etc.

7. "Inappropriate language or expression" includes, but is not limited to, the use of any profanity, obscene language, public lewdness or the use of public lewdness, comments with sexual overtones, distribution and/or discussion of any pornography.

8. "Inappropriate staff conduct" is any conduct prohibited by this Policy and corresponding Regulation including any other conduct deemed by the Commissioner of Education, the State Board of Education, statute, administrative code, and/or the judicial case law to be inappropriate conduct and/or conduct unbecoming a school staff member.

9. "Quid Pro Quo Sexual Harassment" is when a school employee explicitly or implicitly conditions a student's participation in an educational program or activity or bases an educational decision on the student's submission to unwelcomed sexual advances, requests for sexual favors or other favors, or other verbal, nonverbal, or physical conduct of a sexual nature. Quid Pro Quo Harassment is equally unlawful whether the student resists and suffers the threatened harm or submits and thus avoids the threatened harm.

10. "Professional responsibilities" is the responsibilities of the staff member including, but not limited to, all school district sponsored extra-curricular activities, co-curricular activities, athletic coaching responsibilities; and other instructional or non-instructional positions and responsibilities appointed and/or assigned by the administration or Board.

11. "Promptly report" is reporting by the end of the next school day. If school is not in session the next day, then by the end of the first day after the weekend or holiday break. If this reporting time would exceed seventy-two hours, the staff member shall notify the Building Principal no later than seventy-two hours after the required reporting time.

12. "Sexual Harassment" is to include quid pro quo sexual harassment and/or hostile environment sexual harassment.

13. "Staff member" or "school staff member" is a compensated and/or uncompensated member of the school district's staff, including any agents and/or representatives of the school district.

14. "Unannounced or uninvited visit" is a student visiting, without prior notice to the staff member or without an invitation from the staff member, the staff member's residence and/or other place where the staff member may be when not performing school related professional responsibilities.

B. Reporting Procedure

1. Any staff member who believes, or has reason to believe, a student is seeking a relationship with the staff member beyond his/her professional responsibilities must promptly report this information to the Building Principal or immediate supervisor.

2. Any staff member who believes, or has reason to believe, a student is seeking a relationship with another staff member beyond the professional responsibilities of the other staff member or believes, or has reason to believe, another staff member is seeking a relationship with a student beyond the professional responsibilities of the other staff member must promptly report this information to the Building Principal or immediate supervisor.

3. Any staff member who believes he/she had, or may have, engaged in conduct prohibited by this Policy and Regulation must promptly report the conduct to the Building Principal or immediate supervisor.

4. Failure of a staff member to report conduct they know, or had reason to know, is prohibited by this Policy and Regulation and will result in appropriate disciplinary action.

5. Any student, parent, legal guardian and/or other person(s) who believes, or has reason to believe, a staff member has engaged in conduct prohibited by this Policy and Regulation shall promptly report the conduct to the Building Principal.

6. Any person, including school staff, may make an anonymous report to the Building Principal if the person in good faith believes, or has reason to believe, a staff member has engaged in conduct prohibited by this Policy and Regulation.

7. School staff having reasonable cause to believe a student has been subjected to child abuse or neglect or acts of child abuse or neglect as defined under N.J.S.A. 9:6-8.10 are required to immediately report to the New Jersey Department of Children and Families in accordance with N.J.A.C. 6A:16-11.1 and inform the Building Principal or immediate supervisor after making such report.

C. Investigation of Reports

1. An immediate supervisor or [Building] Principal who receives a report a staff member engaged in, or may have engaged in, conduct prohibited by this Policy and Regulation will immediately notify the Building Principal.

2. The Principal will begin a prompt and thorough investigation of every report.

3. The Principal or the Superintendent will take such appropriate action as provided for in the law and as necessary at any time after receiving a report. This action may include, but is not limited to, notifying law enforcement, notifying the New Jersey Department of Children and Families if there is reasonable cause to believe a student has been subjected to child abuse or neglect or acts of child abuse or neglect as defined under N.J.S.A. 9:6-8.10 and in accordance with N.J.A.C. 6A:16-11.1 and/or any other measure provided for in the law.

D. Preliminary Investigation of Reports by Others

1. The Principal will begin a prompt, thorough, and impartial investigation. The preliminary investigation will be completed no more than ten working days after the Principal received the report.

2. The Principal's preliminary investigation may include, but is not limited to, interviews with staff members who may have potential knowledge of the alleged conduct, interviews with any students who may have potential knowledge of such conduct, interviews with parent(s)/legal guardian(s) or any other persons who may have potential knowledge of the alleged conduct, and interview(s) with the school staff member(s) and student(s) reported to have engaged in conduct prohibited by this Policy and Regulation.

3. The Principal will request, if relevant to an investigation, the parent(s)/legal guardian(s) of any student involved in the investigation to assist in the investigation to determine if inappropriate staff conduct may have existed.

4. If, based on a preliminary investigation, the Principal determines conduct prohibited by this Policy and Regulation did not exist, he/she will meet with the staff member(s) and the parent(s)/legal guardian(s) of the student(s) reported to review the results of the preliminary investigation. The preliminary investigation report indicating inappropriate conduct did not exist will be in writing and will be provided to the staff member(s) and to the parent(s)/legal guardian(s) if requested. The Principal will maintain a separate file for all such reports and the report will not be included in the staff member's personnel file.

5. If, based on a preliminary investigation, the Principal deems inappropriate staff conduct may have occurred, he/she will immediately notify and meet with the staff member(s) and the parent(s)/legal guardian(s) of the student(s) indicated in the report to review the procedures to be followed in a continued full investigation. A copy of this Regulation and corresponding Policy will be provided to the staff member(s) and to the parent(s)/legal guardian(s) of the student indicated in the report upon request.

E. Full Investigation

1. The [Building] Principal, finding that inappropriate staff conduct may have occurred after the preliminary investigation, requires a full investigation. This full investigation may be conducted in cooperation with the New Jersey Department of Children and Families in accordance with N.J.A.C. 6A:16-11.1 and/or local law enforcement.

2. The Principal will conduct the full investigation if the New Jersey Department of Children and Families and/or local law enforcement does not intervene or if the allegations do not meet the reporting requirements of N.J.A.C. 6A:16-11.1 for reporting to the New Jersey Department of Children and families and/or of N.J.A.C. 6A:16-6.3 for reporting to law enforcement.

3. The full investigation will include, but not be limited to, interviews with the staff member(s), students, parent(s)/legal guardian(s) and any other persons who know, or would have reason to know, a staff member may have engaged in inappropriate staff conduct.

4. The Principal will accept testimony and evidence from the staff member(s), student(s), parent(s)/legal guardian(s) and other persons who may have information relevant to the investigation.

5. All persons that provide information, testimony and evidence to the Principal relative to a report will be informed the information, testimony and evidence may be used in additional investigations and/or hearings as determined by the Superintendent of Schools.

6. Upon the conclusion of the interviews and review of the information, testimony and evidence, the Principal will prepare a written report to the Superintendent of Schools. The report will provide a summary of the interviews and information, testimony and evidence and, if possible, a finding from the Principal.

7. If the Principal's full investigation report finds inappropriate staff conduct and/or conduct unbecoming a school staff member did not occur and the Superintendent concurs with the report's findings, the Principal will notify and meet with the staff member(s) and the parent(s)/legal guardian(s) of the student(s) investigated to review the findings.

8. If the Principal's full investigation report finds inappropriate staff conduct and/or conduct unbecoming a school staff member may have occurred and the Superintendent concurs with the report's findings, the Superintendent may take such appropriate action necessary and as provided for in the law. This action may include, but is not to be limited to:

    a. Provide the staff member an opportunity to rebut the findings of the Principal's full investigation report and findings;

    b. Recommend to the Board of Education the withholding of the staff member's salary increment/increase for the subsequent school year;

    c. Not recommend the staff member be re-appointed for the next school year;

    d. Recommend to the Board of Education the staff member be terminated for inappropriate staff conduct and/or conduct unbecoming a school staff member;

    e. Institute tenure charges (if applicable) in accordance with N.J.A.C. 6A:3-5 – Charges Under Tenure Employees' Hearing Act; and/or

f. Recommend to the Board of Education any other disciplinary measures as the Superintendent of Schools determines to be appropriate under the circumstances and in accordance with any collective bargaining agreements between the employee representative association and the Board of Education.

9. If the Superintendent does not concur with the findings of the Principal's full investigation, the Superintendent may continue the investigation, which may include testimony and/or evidence from additional witnesses, a discussion with those who have already provided information to the [Building] Principal, a discussion with the student(s) and parent(s)/legal guardian(s) and any activity the Superintendent believes would be helpful to the continued investigation. The results of the continued investigation conducted by the Superintendent will proceed consistent with paragraph 7. and 8. above.

10. Any person who is not satisfied with the Superintendent's determination may appeal to the Board of Education.

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Adopted: 21 March 2013

R 3321 ACCEPTABLE USE OF COMPUTER NETWORK(S)/COMPUTERS AND RESOURCES BY TEACHING STAFF MEMBERS

The school district provides computer equipment, computer services, and Internet access to its students and staff for educational purposes only. The purpose of providing technology resources is to improve learning and teaching through research, teacher training, collaboration, dissemination and the use of global communication resources. The "system administrators" referred to herein as employees of the school district who administer the school district computer network(s)/computers and the system administrators reserve the right to monitor all activity on network(s)/computer facilities/computers.

Because of the complex association between so many government agencies and computer network(s)/computers, teaching staff members must adhere to strict regulations. Regulations are provided here so that teaching staff members are aware of their responsibilities. The school district may modify these regulations at any time by publishing modified regulations on the network(s) and elsewhere.

Teaching staff members are responsible for good behavior on computer network(s)/computers. Communications on the computer network(s)/computers are often public in nature. Policies and Regulations governing teaching staff members' behavior and communications apply. The school district's network(s), Internet access and computers are provided to conduct research and as a tool for instruction and to communicate with others. Access to computer network services/computers is given to teaching staff members who are expected to act in a considerate, responsible and professional manner. Access is a privilege, not a right. Access entails responsibility. Individual users of the district computer network(s)/computers are responsible for their behavior and communications over the computer network(s)/computers. It is presumed that users will comply with district standards. Beyond the clarification of such standards, the district is not responsible for the actions of individuals utilizing the computer network(s)/computers who violate the policies and regulations of the Board.

Computer network(s)/computer storage areas shall be treated in the same manner as other school storage facilities. Computer network(s)/computer administrators may review files and communications to maintain system integrity and ensure that users are using the system responsibly. Users should not expect that files stored on district servers will always be private. Users should expect all files stored on district servers will be available for review by the Computer Systems Technician and/or school administrators.

Within reasonable limits, freedom of speech and access to information will be honored. During school, teaching staff members will guide students toward appropriate materials.

Behaviors including but not limited to the following are prohibited:

1. Sending or displaying offensive messages or pictures;
2. Using obscene language;
3. Harassing, insulting or attacking others;
4. Damaging, degrading or disrupting computers, computer systems or computer network(s)/computers;
5. Violating copyright laws;
6. Using another's password;
7. Trespassing in another's folders, work or files;
8. Intentionally wasting limited resources;
9. Employing the network(s)/computers for commercial purposes;
10. Engaging in other activities which do not advance the educational purposes for which computer network(s)/computers are provided;
11. Stealing data or other intellectual projects;
12. Forging electronic mail messages;
13. Posting anonymous messages;
14. Accessing school computers for other than educational purposes; and/or
15. Any other unethical, unacceptable, illegal and/or inappropriate activity.

Information Content and Uses of the System

Users agree not to publish on or over the system any information which violates or infringes upon the rights of any other person or any information which would be abusive, profane or sexually offensive to an average person, or which without the approval of the system

administrators, contains any advertising or any solicitation of other members to use goods or services. The user agrees not to use the facilities and capabilities of the system to conduct any non-school related business or solicit the performance of any activity which is prohibited by law or is non-educational.

While most of the content available on the Internet is innocuous and much of it a valuable educational resource, some objectionable material exists. The Board will provide student access to Internet resources only in supervised environments and has taken steps to lock out objectionable areas to the extent possible, but potential dangers remain. Teaching staff members are advised that some systems may contain defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or otherwise illegal material and are to supervise student use of computers and the Internet. The Board and the system administrators do not condone the use of such materials and do not permit usage of such materials in the school environment. Teaching staff members should discipline students knowingly bringing such materials into the school environment in accordance with Board policies and regulations and inform students that such activities may result in termination of such students' accounts on the computer network(s) and their independent use of computers.

On-line Conduct

Any action by a teaching staff member or other user of the school district's computer network(s)/computers that is determined by a system administrator to constitute an inappropriate use of computer network(s)/computers resources or to improperly restrict or inhibit other members from using and enjoying those resources is strictly prohibited and may result in limitation on or termination of an offending member's account and other action in compliance with the Board policy and regulation. The user specifically agrees not to submit, publish, or display any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or otherwise illegal material; nor shall a user encourage the use, sale, or distribution of controlled substances. Transmission of material, information or software in violation of any local, state or federal law is also prohibited and is a breach of the Consent and Waiver Agreement.

Users agree to indemnify the North Caldwell School District and the system administrators for any losses, costs, or damages, including reasonable attorneys' fees incurred by the Board relating to, or arising out of any breach of this section by the user.

Computer network(s)/computer resources are to be used by the user for his/her educational use only; commercial uses are strictly prohibited.

Software Libraries on the Network(s)

Software libraries on the network(s) are provided to teaching staff members as an educational resource. No teaching staff member may install, upload, or download software without the expressed consent of the system administrator. Any software having the purpose of damaging other members' accounts on the school district computer network(s)/computers (e.g., computer viruses) is specifically prohibited. The system administrators, at their sole discretion, reserve the rights to refuse posting of files and to remove files. The system administrators, at their sole discretion, further reserve the right to immediately limit usage or terminate the account or take other action consistent with the Board's policies and regulations of a member who misuses the software libraries.

Copyrighted Material

Copyrighted material must not be placed on any system connected to the network(s)/computers without the author's specific written permission. Only the owner(s) or persons they specifically authorize may upload copyrighted material to the system. Members may download copyrighted material for their own use in accordance with Policy and Regulation Nos. 2531, Copying Copyrighted Materials. Any member may also noncommercially redistribute a copyrighted program with the expressed written permission of the owner or authorized person. Permission must be specified in the document, on the system, or must be obtained directly from the author.

Public Posting Areas (Message Boards/Usenet Groups)

Usenet and Internet Relay Chat Room messages are posted from systems connected to the Internet around the world and the school district system administrators have no control of the content of messages posted from these other systems. To best utilize system resources, the system administrators will determine which Usenet groups are most applicable to the educational needs of the school district and will carry these groups on the school district computer network(s). The system administrators or the school administration, at their sole discretion, may remove messages posted locally that are deemed to be unacceptable or in violation of the Board policies and regulations. The system administrators or the school administration, at their sole discretion, further reserve the right to immediately terminate the account of a member who misuses the message boards or Usenet groups.

Real-time, Interactive, Communication Areas

The system administrators, at their sole discretion, reserve the right to monitor and immediately limit the use of the computer network(s)/computers or terminate the account of a member who misuses real-time conference features (talk/chat/Internet relay chat) etc.



Electronic Mail

Electronic mail ("E-mail") is an electronic message sent by or to a member in correspondence with another person having Internet mail access. All messages sent and received on the school district computer network(s) must have an educational or administrative purpose and are subject to review. A sender of an E-mail message should expect the E-mail messages will be reviewed by the system administrators or the school administration. Messages received by the system are retained on the system until deleted by the recipient or for a maximum of thirty calendar days. A canceled account will not retain its E-mail. Members are expected to remove old messages within thirty calendar days or the system administrators may remove such messages. The system administrators may inspect the contents of E-mail sent by one member to an addressee, or disclose such contents to other than the sender or a recipient when required to do so by the Board policy, regulation or other laws and regulations of the State and Federal governments. The Board reserves the right to cooperate fully with local, state, or federal officials in any investigation concerning or relating to any E-mail transmitted on the school district computer network(s) or computers.

Disk Usage

The system administrators reserve the right to set quotas for disk usage on the system. A member who exceeds his/her quota of disk space will be advised to delete files to return to compliance with predetermined quotas. A member who remains in noncompliance of disk space quotas after seven school days of notification will have their files removed by a system administrator.

Security

Security on any computer system is a high priority, especially when the system involves many users. If a member feels that he/she can identify a security problem on the computer network(s), the member must notify a system administrator. The member should not inform individuals other than the system administrators or other designated members of the school district staff of a security problem. Professional staff may allow individuals who are not members to access the system through the staff personal account as long as the staff person does not disclose the password of the account to the individuals and understands that the staff person assumes responsibility for the actions of individuals using his/her account. Members may not otherwise allow others to use their account and password. Passwords to the system should not be easily guessable by others, nor should they be words which could be found in a dictionary. Attempts to log in to the system using either another member's account or as a system administrator will result in termination of the account. Members should immediately notify a system administrator if a password is lost or stolen, or if they have reason to believe that someone has obtained unauthorized access to their account. Any member identified as a security risk will have limitations placed on usage of the computer network(s)/computers or may be terminated as a user and be subject to other disciplinary action.



Vandalism

Vandalism will result in cancellation of system privileges and other disciplinary measures. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the system, or any of the agencies or other network(s)/computers that are connected to the Internet backbone or of doing intentional damage to hardware or software on the system. This includes, but is not limited to, the uploading or creation of computer viruses.

Printing

The printing facilities of the computer network(s)/computers should be used judiciously. Printing for other than educational, or school related purposes is prohibited.

Violations

Violations of the Acceptable Use of Computer Network(s)/Computers and Resources may result in a loss of access as well as other disciplinary or legal action. Disciplinary action shall be taken as indicated in Policy and Regulation No. 3321, Teaching Staff Members, Acceptable Use of Computer Network(s)/Computers and Resources, Policy No. 3150, Teaching Staff Member Discipline, as well as possible legal action and reports to the legal authorities and entities.

Determination of Consequences for Violations

The particular consequences for violations of this policy shall be determined by the Computer Systems Technician in matters relating to the use of computer network(s)/computers and by the Superintendent or designee in matters of discipline or employee suspension or actions by the authorities are the appropriate course of action.

Individuals violating this policy shall be subject to the consequences as indicated in Policy No. 2361 and other appropriate discipline which includes but are not limited to:

1. Use of Computer Network(s)/Computers only under direct supervision;

2. Suspension of network privileges;

3. Revocation of network privileges;

4. Suspension of computer privileges;

5. Revocation of computer privileges;

6. Suspension from employment;

7. Legal action and prosecution by the authorities.

8. Any appropriate action that may be deemed necessary as determined by the Superintendent and approved by the Board of Education.

Decisions of the Computer Systems Technician may be appealed in accordance with the appropriate employee grievance procedure.

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R 3362 SEXUAL HARASSMENT OF TEACHING STAFF MEMBERS COMPLAINT PROCEDURE

Sexual harassment of school staff members is prohibited by the Board of Education. The Superintendent and school district staff will use the following methods to investigate and resolve allegations of sexual harassment of school staff members.

A. Definitions

1. Gender-based Harassment - Gender-based harassment that includes acts of verbal, nonverbal, physical aggression, intimidation, or hostility based on gender, but not involving conduct of a sexual nature, may be a form of sex discrimination if it is sufficiently severe, persistent, or pervasive and directed at individuals because of their gender.

2. Hostile Environment Sexual Harassment - Sexual harassing conduct (which can include unwelcomed sexual advances, requests for sexual favors or other favors, or other verbal, nonverbal or physical conduct of a sexual nature) by a school staff member that is sufficiently severe, persistent, or pervasive to limit another staff member's ability to participate in a workplace environment or activity, or to create a hostile or abusive workplace environment.

3. Quid Pro Quo Harassment - When a school staff member explicitly or implicitly conditions another school staff member's conditions of employment on the staff member's submission to unwelcomed sexual advances, requests for sexual favors, or other favors, or other verbal, nonverbal or physical conduct of a sexual nature. Quid Pro Quo Harassment is equally unlawful whether the staff member resists and suffers the threatened harm or submits and thus avoids the threatened harm.

B. Grievance Procedure

The following Grievance Procedure shall be used for an allegation(s) of harassment of school staff members by other school staff members:

1. Reporting of Sexual Harassment Conduct

a. Any person with any information regarding actual and/or potential sexual harassment of a staff member must report the information to the school Building Principal, their immediate supervisor or the Affirmative Action Officer.

b. The school district can learn of sexual harassment through other means such as from a witness to an incident, an anonymous letter, or telephone call.

c. A report to the school Building Principal or an immediate supervisor will be forwarded to the school district Affirmative Action Officer within one working day, even if the school Building Principal or immediate supervisor feels sexual harassment conduct was not present.

d. In the event the report alleges conduct by the Building Principal or the Affirmative Action Officer, the Superintendent will designate a school official to assume the Building Principal's or Affirmative Action Officer's responsibilities as outlined in Policy No. 3362 and this Regulation.

2. Affirmative Action Officer's Investigation

a. Upon receipt of any report of potential sexual harassment conduct, the Affirmative Action Officer will begin an immediate investigation. The Affirmative Action Officer will promptly investigate all alleged complaints of sexual harassment, whether or not a formal grievance is filed and steps will be taken to resolve the situation, if needed. This investigation will be prompt, thorough, and impartial. The investigation will be completed no more than ten working days after receiving notice.

b. When a school staff member provides information or complains about sexual harassment, the Affirmative Action Officer will initially discuss what actions the staff member is seeking in response to the harassment.

c. The Affirmative Action Officer's investigation may include, but is not limited to, interviews with all persons with potential knowledge of the alleged conduct, interviews with any staff member(s) who may have been sexually harassed in the past by the school staff member and any other reasonable methods to determine if sexual harassment conduct existed.

d. The Affirmative Action Officer may request a staff member involved in the investigation to assist in the investigation.

e. The Affirmative Action Officer will provide a copy of Board Policy and Regulation No. 3362 to all persons who are interviewed with potential knowledge, upon request, and to any other person the Affirmative Action Officer feels would be served by a copy of such documents.

f. Any person interviewed by the Affirmative Action Officer may be provided an opportunity to present witnesses and other evidence.

g. The Affirmative Action Officer and/or Superintendent will contact law enforcement agencies if there is potential criminal conduct by any party.

h. The school district administration may take interim measures during an Affirmative Action Officer's investigation of a complaint.

i. The Affirmative Action Officer will consider particular issues of welcomeness based on the allegations.

3. Investigation Results

a. Upon the conclusion of the investigation, but not later than ten working days after reported to the Affirmative Action Officer, the Affirmative Action Officer will prepare a summary of findings to the parties. At a minimum, this summary shall include the person(s) providing notice to the school district and the staff member(s) who was alleged to be sexually harassed.

b. The Affirmative Action Officer shall make a determination whether sexual harassment conduct was present.

c. If the Affirmative Action Officer concludes sexual harassment conduct was not, or is not present, the investigation is concluded.

d. If the Affirmative Action Officer determines that sexual harassment has occurred, the school district administration shall take reasonable and effective corrective action, including steps tailored to the specific situation. Appropriate steps will be taken to end the harassment such as counseling, warning, and/or disciplinary action. The steps will be based on the severity of the harassment or any record of prior incidents or both. A series of escalating consequences may be necessary if the initial steps are ineffective in stopping the harassment.

e. In the event the Affirmative Action Officer determines a hostile environment exists, the Superintendent shall take steps to eliminate the hostile environment. The school district may need to deliver special training or other interventions to repair the educational environment. Other measures may include directing the harasser to apologize to the harassed staff member, dissemination of information, distribution of new policy statements or other steps to communicate the message that the Board does not tolerate harassment and will be responsive to any school staff member that reports such conduct.

f. In some situations, the school district may need to provide other services to the staff member that was harassed, if necessary, to address the effects of the harassment on that staff member. Depending on the type of harassment found, these additional services may include an independent re-assessment of the harassed staff member's work performance, counseling and/or other measures that are appropriate to the situation.

g. The Superintendent will take steps to avoid any further sexual harassment and to prevent any retaliation against the staff member who made the complaint, was the subject of the harassment, or against those who provided the information or were witnesses. The Affirmative Action Officer will inform the sexually harassed staff member to report any subsequent problems and will make follow-up inquiries to see if there has been any new incidents or retaliation.

h. All sexual harassment grievances and accompanied investigation notes will be maintained in a confidential file by the Affirmative Action Officer.

4. Affirmative Action Officer's Investigation Appeal Process

a. Any person found by the Affirmative Action Officer's investigation to be guilty of sexual harassment conduct, or any person who believes they were sexually harassed but not supported by the Affirmative Action Officer's investigation, may appeal to the Superintendent. The Superintendent will make his/her determination within ten working days of receiving the appeal.

b. Any person who is not satisfied with the Superintendent's determination may appeal to the Board. The Board will make its determination within forty-five calendar days of receiving an appeal from the Superintendent's determination.

C. Office Of Civil Rights (OCR) Case Resolution

Persons not satisfied with the resolution of an allegation of sexual harassment by school district officials or the Board may request the Office of Civil Rights (OCR) of the United States Department of Education to investigate the allegations.

1. Any alleged victim of sexual harassment may appeal a decision of the Affirmative Action Officer, Superintendent, or the Board to the Office of Civil Rights (OCR).

2. Any person may report an allegation of sexual harassment to the OCR at any time. If the OCR is asked to investigate or otherwise resolve incidents of sexual harassment of school staff members, OCR will consider whether:

   a. The school district has a policy prohibiting sexual harassment and a grievance procedure;

   b. The school district appropriately investigated or otherwise responded to allegations of sexual harassment; and

   c. The school district has taken immediate and appropriate corrective action responsive to Quid Pro Quo or Hostile Environment Harassment.

R 3425.1 MODIFIED DUTY EARLY RETURN TO WORK PROGRAM – TEACHING STAFF MEMBERS

The Modified Duty Early Return to Work Program shall be administered by the School Business Administrator/Board Secretary, the district's designated Workers' Compensation Coordinator.

A. Filing a Claim Report

1. A staff member must file a written Workers' Compensation Report if they have been injured in the performance of their job. This Report will be available in the main office and the nurse's office in each school building and in the Coordinator's office.

2. Upon sustaining an on-the-job injury, the staff member shall immediately report the injury to their immediate supervisor and report to the school nurse. If the injured staff member is not assigned to a school building with a school nurse, the school staff member shall immediately contact the Coordinator's office. The Coordinator, or designee, will direct the injured staff member to a school's main office, a school nurse, or to the workers' compensation physician.

   a. In the event the injury requires immediate medical treatment, the staff member may be directed to the school physician or to the hospital emergency room. In this case, the Report shall be completed by the staff member whenever practical.

   b. In the event the staff member gets injured when schools are closed or after business hours and the staff member believes the injury requires immediate medical treatment the staff member shall:

      (1) Go to the hospital emergency room; and

      (2) Notify their immediate supervisor as soon as possible after the injury.

   c. In the event the injured staff member goes to the hospital emergency room when schools are closed, the staff member must report the injury to the Coordinator the next business day. The Coordinator may direct the injured staff member to a school nurse or to the workers' compensation physician. All future medical treatment for the injured staff member shall be scheduled through the Coordinator's office.

d. In the event the staff member gets injured when schools are closed or after business hours and the staff member believes the injury does not require immediate medical treatment, the staff member shall:

(1) Immediately notify their immediate supervisor; and

(2) Notify the Coordinator's office the next business day.

3. The Workers' Compensation Report shall be forwarded to the Coordinator's office as soon as it is completed by the injured staff member.

a. In the event the staff member requires a physician's examination and evaluation, the Coordinator's office will schedule the appointment with the workers' compensation physician's office and the staff member.

4. Any staff member injured on-the-job and the injury causes the staff member to miss work time or prohibits the staff member from fulfilling all their job responsibilities must be examined by the workers' compensation physician. The Coordinator will authorize workers' compensation time off from work for a staff member injured on-the-job only after the staff member has been examined by the worker's compensation physician. The Coordinator may, upon certain circumstances, authorize workers' compensation time from work without requiring an examination by the workers' compensation physician.

5. The Modified Duty Early Return to Work Policy will be attached to the Workers' Compensation Report and this Regulation will be provided to the injured staff member upon request.

B. Physician's Workers' Compensation Examination and Evaluation

1. The Coordinator will provide the workers' compensation physician a job description and a list of required tasks for positions in the school district.

2. Upon completing the medical examination and evaluation, the workers' compensation physician will prepare a report indicating the staff member's physical limitations, if any, that prevent the staff member from completing the staff member's job responsibilities. The workers' compensation physician's report will also include a diagnosis, to the best of the physician's ability, on the length of recovery for each limitation. The physician's report will be forwarded to the Coordinator.

3. The Coordinator will review the workers' compensation physician's report and follow-up with the workers' compensation physician and the staff member if the Coordinator needs more information to make a determination if modified duty is an option for the injured staff member.

C. Modified Duty Restriction

1. There is no permanent modified duty and all modified duty positions are temporary.

2. Upon reviewing the workers' compensation physician's report, the Coordinator will determine if temporary modified duty is appropriate for the staff member. The Coordinator may determine the staff member should be out of work until such time the staff member is able to return to work to assume all their job responsibilities. The Coordinator may also determine a date in the future for the staff member to return to work to assume temporary modified duties.

3. A medical review and examination by the workers' compensation physician may be required to continue a modified duty assignment beyond sixty calendar days.

4. The Board reserves the right to require a staff member returning from modified duty to submit to a physical examination before returning to their position to assume all the job responsibilities of their position.

5. There will be communications among the Coordinator, the injured staff member's supervisor, the staff member, the workers' compensation physician, and the workers' compensation insurance provider throughout the course of treatment and recovery of the injured staff member.

6. A tracking system will be established for documenting a staff member's status in the Modified Duty Program.

D. Assignment of Job Tasks

1. Assigning modified duty to staff members will be decided on a case-by-case basis.

2. Job tasks for staff members on modified duty will be determined and assigned within the limitations established and approved by the workers' compensation physician.

3. The injured staff member's immediate supervisor shall provide periodic status reports to the Coordinator for any staff member assigned modified duty.

4. There is no restriction on the school district location or the type of modified duties assigned to the staff member provided it is consistent with the limitations detailed by the workers' compensation physician. These modified duties may be assigned to a full or partial day schedule depending on the staff member's limitations.

5. The modified duties and/or responsibilities will be within the injured staff member's capabilities and a staff member will not be assigned any modified duties and/or responsibilities that require any certifications/licenses that are not possessed by the injured staff member.

E. Staff Member Requirements

1. Staff members shall perform the job tasks designated by the workers' compensation physician in the physician's report and assigned by the Coordinator. In the event these job tasks cause discomfort, the staff member shall discontinue the specific activity and inform their immediate supervisor. The immediate supervisor will report this information to the Coordinator, who will schedule a medical appointment for the staff member.

2. Staff members are required to follow the Coordinator's directives regarding:

   a. Job assignments and tasks;

   b. Attending scheduled doctors' appointments; and

   c. Completing and transmitting reports to and from the workers' compensation physician, their immediate supervisor, and the Coordinator's office.

F. Compliance With Laws

The Modified Duty Early Return To Work Program shall be administered consistent with the applicable federal and State laws and in accordance with provisions of collective bargaining agreements within the district.

Issued: 3 November 2009



R 4146 NONRENEWAL OF NONTENURED SUPPORT STAFF MEMBER

A. Evaluations

1. Each nontenured support staff member shall be evaluated at least one time each school year.

2. Evaluations shall set forth both the strengths and weaknesses of the nontenured support staff member in order to provide an accurate assessment of his/her performance and to encourage the improvement of that performance.

3. Supervisors shall constructively point out performance deficiencies and offer assistance to nontenured support staff members in the improvement of professional skills.

B. Nonrenewal Recommendation

1. When a nontenured support staff member's performance does not meet the standards of the school district, employment will not be offered to the nontenured staff member succeeding school year.

2. The nontenured support staff member shall be informed by the Superintendent of Schools, in writing, that employment for the next succeeding school year will not be offered. This written notice shall be provided to the nontenured support staff member in accordance with the timelines and terms of any applicable collective bargaining agreement, individual contract, or any other agreement between the parties.

3. A recommendation by the Superintendent to not renew the nontenured support staff member may be based upon the nontenured support staff member's evaluations, job performance, or any factor affecting his/her employment in the school ~~this~~ district.

4. A nontenured support staff member's contract can ~~only~~ be renewed only upon the Superintendent's recommendation and a majority vote of the full membership of the Board. The Board shall not withhold its approval for arbitrary and capricious reasons.

C. Nonrenewal Action

1. Prior to notifying the nontenured support staff member of the nonrenewal, the Superintendent shall notify the Board of the recommendation not to renew the nontenured support staff member's contract and the reasons for the recommendation. The Superintendent may notify the Board members of the recommendation not to renew the nontenured support staff member's contract and the reasons for the recommendation in a written notice to the Board or in the alternative, in executive session. If notification is provided to the Board in executive session, the Superintendent and the Board will meet in executive session in accordance with the timelines and terms of any applicable collective bargaining agreement, individual contract, or any other agreement between parties.

   a. Notice of the executive session shall be given in accordance with N.J.S.A. 10:4-13 and individual notice shall be given, not less than forty-eight hours in advance of the meeting, to those nontenured support staff members whose possible nonrenewal will be discussed at the meeting. If any such nontenured support staff member ~~employee~~ requests the discussion take place in public, the recommendation for his/her nonrenewal will be severed from any other nonrenewal recommendation and will be scheduled for discussion at a public meeting.

2. The Superintendent will ensure the timelines for nonrenewal action are in accordance with the timelines and terms of any applicable collective bargaining agreement, individual contract, or any other agreement between the parties.

3. A nontenured support staff member not recommended for renewal by the Superintendent is deemed not renewed. A Board of Education vote is not required on the Superintendent's recommendation(s) to not renew a nontenured support staff member.

D. Notice of Nonrenewal

1. The nonrenewal notice shall be ~~in writing and~~ provided to the nontenured teaching staff member not recommended for renewal by the Superintendent in accordance with the terms of any applicable collective bargaining agreement, individual contract, or any other agreement between the parties. If hand delivered, a record shall be made of the date on which delivery was made. If sent by mail, the notice

shall be sent registered mail, return receipt requested, to the nontenured support staff member's address of record.

E. Request for Statement of Reasons

1. Any nontenured support staff member receiving notice that a contract for the succeeding school year will not be offered may, within fifteen calendar days thereafter, request in writing a statement of the reasons for such nonemployment which shall be given to the nontenured support staff member in writing thirty calendar days after the receipt of such request.

2. The statement of reasons for a nonrenewal will set forth, with as much particularity as possible, the precise reasons for the nonrenewal. Where the nonrenewal is based on performance deficiencies recorded in the nontenured support staff member's ~~employee's~~ evaluations and the employee has been given a copy of those evaluations, the statement of reasons may incorporate the evaluations by reference.

3. The statement of reasons may be prepared by the Superintendent or the Board Secretary and shall be delivered to the nontenured support staff member ~~employee~~ who requested the statement of reasons ~~it~~ within thirty calendar days after the receipt of the nontenured support staff member's ~~employee's~~ request for the statement of reasons.

F. Nonrenewal Appearance

1. Whenever the nontenured support staff member has requested in writing and received a written statement of reasons for non-reemployment pursuant to N.J.S.A. 18A:27-3.2, the nontenured support staff member may request in writing an informal appearance before the Board. The written request shall be submitted to the Board within ten calendar days of the nontenured support staff member's receipt of the Board's statement of reasons.

2. The informal appearance shall be scheduled within thirty calendar days from the nontenured support staff member's receipt of the Board's statement of reasons.

3. The Board will exercise discretion in determining a reasonable length of time for the proceeding depending upon each instance's specific circumstances.

4. The proceeding of an informal appearance before the Board may be conducted in executive session pursuant to N.J.A.C. 10:4-12(b)(8). If conducted in executive session notice must be given in accordance with N.J.S.A. 10:4-13.

5. The Board shall provide the nontenured support staff member adequate written notice regarding the date and time of the informal appearance.

6. The nontenured support staff member's appearance before the Board shall not be an adversary proceeding. The purpose of the appearance shall be to provide the nontenured support staff member the opportunity to convince Board of Education members to offer reemployment.

7. The proceeding of an informal appearance before the Board shall be conducted with the President of the Board presiding.

8. The nontenured support staff member may be represented by an attorney or by one individual of his/her choosing. The nontenured support staff member may present, on his or her behalf, witnesses who do not need to present testimony under oath, and shall not be crossed examined by the Board. Witnesses shall be called one at a time into the meeting to address the Board and shall be excused from the meeting after making their statements.

G. Final Determination

1. A Board vote is required on the Superintendent's recommendation(s) to not renew a nontenured support staff member. However, after an informal appearance before the Board, the Superintendent may make a recommendation for reemployment of the nontenured support staff member to the voting members of the Board. If the Superintendent recommends the nontenured support staff member for reemployment, the voting members of the Board must, by a majority vote of the full Board at a public session, approve or not approve the reemployment.

2. The Board may, with a majority vote of its full membership in public session and without the recommendation of the Superintendent, offer the nontenured support staff member reemployment after the informal appearance before the Board.

3. Within three working days following the informal appearance, the Board shall notify the affected nontenured support staff member, in writing, of its final determination. The Board may delegate notification of its final determination to the Superintendent or Board Secretary.

Issued: 15 December 2009
Revised: 29 April 2014
Revised: 16 November 2021

R 4160 PHYSICAL EXAMINATION

A. Definitions

1. "Employee" or "staff member" means the holder of any full-time or part-time position of employment.

2. "Health history" means the record of a person's past health events obtained in writing, completed by the individual or their physician.

3. "Health screening" means the testing of people, using one or more diagnostic tools, to determine the presence or precursors of a particular disease.

4. "Physical examination" means the assessment of an individual's health by a professional licensed to practice medicine or osteopathy, or by an advanced practice nurse or physician assistant. **Physical examination includes specific procedures required by statute as stated in N.J.A.C. 6A:16-2.2.**

5. "Physician assistant" means a health care professional licensed to practice medicine with physician supervision.

B. Physical Examination**s –** Candidates for Employment Who Have Received a Conditional Offer of Employment

1. Candidates for employment who have received a conditional offer of employment shall be required to undergo a physical examination. The physical examination shall include, but is not limited to a health history and health screenings. To determine whether the candidate is able to perform with reasonable accommodation job-related functions pursuant to P.L. 101-336, Americans with Disabilities Act of 1990 (ADA). The candidate for employment will be provided the Board's requirements for the physical examination.

a. A health history shall include, but is not limited to**,** the candidate's:

(1) Past serious illnesses and injuries;

(2) Current health problems;

(3) Allergies; and

(4) A record of immunizations.

.

b. A health screening shall include, but is not limited to:

(1) Height;

(2) Weight;

(3) Pulse and respiratory rate;

(4) Hearing screening;

(5) Blood pressure;

(6) Vision screening;

C. Medical Requirements Upon Employment

1. **The Board will follow the current New Jersey Department of Health Guidance for Tuberculosis (TB) Testing in New Jersey Schools.** ~~A Mantoux tuberculosis test shall be given upon employment of all newly hired staff members (full-time and part-time), and to all student teachers, school bus drivers on contract with the district, and to contractors or volunteers who have contact with students. Tuberculosis testing is not required for volunteers working with students less than twenty hours per month.~~

~~a. Tuberculosis testing is not required:~~

~~(1) For new staff members, student teachers, and contractors of the school district with a documented negative tuberculosis test result in the last six (6) months or a documented positive tuberculosis test, regardless of when this test was done; or~~

~~(2) For a school district staff member transferring between school districts or from a non-public school within New Jersey with a documented tuberculosis test result upon his/her initial employment by a New Jersey school.~~

~~b. Staff members, student teachers, contractors or volunteers who have contact with students and claim a religious exemption cannot be compelled to submit to tuberculosis testing. In these instances, a symptom assessment must be done (TB-8 Form). If TB-like symptoms are reported, a physician~~

~~must document that the staff member, student teacher, contractor, or volunteer does not have an active disease.~~

(1) The school district shall determine the criteria essential to document a valid religious exemption.

c. Procedures for the administration of the Mantoux tuberculosis test, interpretation of reactions, follow-up procedures, and reporting shall be conducted in accordance with the guidelines and requirements of the New Jersey State Department of Health.

2. An individual support staff member may provide health status information, including medications that may be of value to medical personnel in the event of an emergency requiring treatment. In such instances, ~~t~~he support staff member may also choose to share with the Principal and, if desired, with the certified school nurse, information regarding current health status to assure ready access in a medical emergency **pursuant to N.J.A.C. 6A:32-6.3(c)**.

D. Health Records

1. ~~All~~ **H**~~h~~ealth records of candidates for employment who have received a conditional offer of employment and of current employees, including computerized records, and shall be stored and maintained separately from other personnel files **in accordance with N.J.A.C. 6A:32-6.3(D)**.

2. Health records **shall be the property of the Board and** may be shared only with authorized individuals in accordance with N.J.S.A. 18A:16-5 **and N.J.A.C. 6A:32-6.3(D)**.

E. **Support Staff Member** ~~Employees'~~ Physical Examination and Medical Updates

1. **Support staff member** ~~School employee~~ physicals, examinations and/or annual medical updates shall not require disclosure of HIV status.

~~F. Candidates Records~~

~~1. The results of the physical examination of a candidate for employment who has received a conditional offer of employment will be reviewed by the school physician who~~**,** ~~who in consultation with the Superintendent, will determine the candidate's physical and mental fitness to function with reasonable~~

~~Physical Examination accommodation in the position for which he/she has made application. That determination will be made a part of the candidate's application.~~

~~G. Rescinding a Conditional Offer of Employment – Notice to Candidates for Employment Who Receive a Conditional offer of Employment~~

~~1. All candidates for employment who receive a conditional offer of employment shall be informed by the district that:~~

~~a. An offer of employment by the Superintendent of Schools or designee is conditional upon completion of the Board's required physical examinations and assessments;~~

~~b. The required examinations and assessments will be used to determine the candidate's ability to perform with reasonable accommodations job-related functions pursuant to ADA; and~~

~~c. If it is determined upon completing the examination(s) or assessment(s) the candidate is unable to perform with reasonable accommodations job-related functions pursuant to the provisions of the ADA, the conditional offer of employment will be rescinded either by the Superintendent if the Board has not yet approved the appointment or by the Board, if the Board has approved the appointment at a Board meeting.~~

F. Review of Examinations and Assessments

1. The results of a ~~the~~ physical examination or testing of a candidate for employment who has received a conditional offer of employment will be reviewed by the Superintendent and the school physician and/or Medical Review Officer~~, who, in consultation with the Superintendent, will~~ to determine a ~~the~~ candidate's physical and mental fitness to function with reasonable accommodation in the position for which the candidate ~~he/she~~ has made application. That determination will be made a part of the candidate's application.

G. Rescinding a Conditional Offer of Employment – Notice to Candidates for Employment Who Receive a Conditional Offer of Employment

1. All candidates for employment who receive a conditional offer of employment shall be informed by the district that:

a. An offer of employment by the Superintendent of Schools or designee is conditional upon completion of the Board's required physical examinations, tests, and assessments;

b. The required examinations, tests, and assessments will be used to determine the candidate's ability to perform with reasonable accommodations job-related functions pursuant to ADA; and

c. If it is determined upon completing the examination~~(s)~~, tests, or assessment~~(s)~~ the candidate is unable to perform with reasonable accommodations job-related functions pursuant to the provisions of the ADA, the conditional offer of employment will be rescinded either by the Superintendent if the Board has not yet approved the appointment or by the Board, if the Board had approved the appointment at a Board meeting.

Adopted: 15 December 2009
Revised: 19 September 2017

R 4211.3 CONSULTING OUTSIDE THE DISTRICT

The Board of Education recognizes that support staff members will have expertise and knowledge in areas that other school districts, agencies, private business organizations and other entities may desire. Recognizing that the school district will request the expertise from support staff members from other school districts, agencies, private business organizations and other entities the Board supports sharing of its support staff members with other school districts and agencies to the extent it does not interfere with the efficient operation of the school district.

A. Definitions

1. Agency - A public or private agency requesting the services of the school district's support staff member.

2. Other school districts - A school district other than the school district that employs the support staff member, including all supervisory and administrative personnel.

3. Out-of-pocket expenses - Expenses that provide reimbursement for such items as travel, lodging, meal expenses, parking, copy costs, and supply costs.

4. Remuneration - Any compensation, including, but not limited to, a paid stipend, an hourly fee, a per day fee, and/or any benefit conferred upon the support staff member, except out-of- pocket expenses.

5. Staff member - A contracted member of the school district's support staff, including all supervisory and administrative personnel.

B. Procedure - Consulting For No Additional Remuneration

1. The support staff member or the agency requesting the expertise and knowledge of the support staff member must submit a written request to the Superintendent or designee. The written request must include the following:

   a. The date(s) the support staff member will be away from the district;

   b. The time of day the support staff member will be away from the school district;

   c. Any out-of-pocket costs to the school district;

d. Any reimbursements that the support staff member is entitled to from the other school district or agency;

e. The specific services requested of the support staff member; and

f. The location where the services will be provided.

2. The Superintendent or designee will evaluate the request for a recommendation to be approved by the Board based on the criteria above along with any existing or potential relationships with the other school district for reciprocal services, a reduction in the future or existing cost of services to the school district, the support staff member's attendance record and the impact of the support staff member being out of the school district for the requested time.

3. The Superintendent or designee will determine and recommend each request on a case by case basis and the decision is final. The Superintendent may require the other district or agency to pay the cost of any substitute personnel related to the request.

4. If deemed to be in the best interest of the school district, the Superintendent's recommendation will be submitted to the Board for approval.

5. The Board's approval of the Superintendent's recommendation will permit the support staff member's consulting activity attendance and the support staff member will receive credit as a regular workday. There shall be no overtime, extra-pay or additional time-off granted to the support staff member if the request is approved by the Board.

C. Reporting Activities

The support staff member must comply with the New Jersey School Ethics Act N.J.S.A. 18A:12-21 et seq. and, if required, must comply with financial disclosure requirements of N.J.S.A. 18A:12-24 and 12-25.

Issued: 15 December 2009

R 4212 ATTENDANCE

A. Review of Attendance Data

1. A record shall be kept of the attendance of each support staff member, including secretarial staff; maintenance and custodial staff; other support staff members. Any absence, for part or all of a school day, shall be recorded along with the reason for the absence. The record will distinguish sick leave, professional days, unpaid leaves of absence, personal leave, bereavement leave, and any other leaves of absences taken by the support staff member. The support staff member's attendance record will include notation of verification of an absence where such verification is required by the Superintendent or by Policy and Regulation 1642.01. The support staff member's rate of absence shall be calculated at least once per school year and entered on the support staff member's attendance record. A support staff member's attendance record shall be part of the support staff member's personnel file.

2. A cumulative attendance record shall be assembled for each department or classification of employees in the school district.

3. An attendance report shall be prepared from the cumulative attendance record. The attendance summary shall show the rate of absence for a department and/or classification of employee.

B. Attendance Reporting and Improvement Plan

1. Planning

a. Each absence of a support staff member shall be reported by the support staff member in accordance with the school district's procedure.

b. The absence of a support staff member shall be provided to the support staff member's Principal or supervisor designated by the Superintendent, as appropriate, who shall determine if a substitute or replacement is required for the period of the absence.

c. A report of such absences shall also be provided to the Superintendent or designee.

d. The supervisor designated by the Superintendent shall determine if an absence requires further verification. Reasons for further verification may include, but are not limited to, the following:

(1) A pattern of absences on the same day(s) of the week;

(2) A pattern of absences before or after nonworking days;

e. The Superintendent or designee will meet with the support staff member supervisors to discuss attendance records of support staff members. The attendance records shall be analyzed for patterns of absences, such as excessive absenteeism in a given department, school, or work place in the school district, among certain groups of support staff members, for certain specific causes, or on certain days of the week, month, or year. Specific strategies for reducing the rate of absences shall be developed.

2. Implementation

a. The Superintendent or designee or the support staff member's supervisor designated by the Superintendent, shall be responsible for implementing a plan for the improvement of support staff member attendance.

b. The support staff member's supervisor designated by the Superintendent shall encourage the regular attendance of the support staff members in their workplace, school, or department. The support staff member's supervisor designated by the Superintendent shall maintain contact with absent employees and may confer with support staff members who return from an absence of any duration.



c. The support staff member's supervisor designated by the Superintendent shall report to the Superintendent or designee any support staff member whom the supervisor suspects of misusing sick leave or falsifying the reasons for an absence.

3. Counseling

a. The Superintendent or supervisor designated by the Superintendent may schedule a conference with a support staff member where the number and/or pattern of the support staff member's absences or the reasons offered for the support staff member's absences may indicate a concern.

b. Prior to the giving of any admonition, reprimand, or imposition of discipline of any kind, the Superintendent or supervisor designated by the Superintendent shall determine the nature of the absences and consider any extenuating circumstances.

c. A written report of any attendance conference shall be prepared and retained in the employee's personnel file. The support staff member shall be permitted to examine the report and affix their comments, if any, to evaluation reports.

C. Record of Attendance

1. A record shall be kept of the attendance of all support staff members, including supervisors. Any absence, for part or all of a school day, shall be recorded with the reason for the absence. A support staff member's attendance record shall be part of the employee's personnel file.

2. The record will distinguish sick leave; professional days; unpaid leaves of absences; personal leave; bereavement leave; and any other leaves taken by the support staff member. The support staff member's attendance record will include notation of verification of an absence where such verification is required by the Superintendent, Policy 1642.01, or any other law or Board policy.

3. A support staff member's rate of absence shall be calculated at least once per school year and entered on the support staff member's attendance record.



4. At the end of each school year, the Superintendent, School Business Administrator/Board Secretary, and support staff members' supervisors will review attendance records for support staff members.

D. Attendance Improvement Plan

1. The attendance record prepared for support staff members shall be analyzed for patterns of absence, such as excessive absenteeism in a given school or work place, among certain groups of employees, for certain specific causes, or on certain days of the week, month, or year.

2. Specific strategies for reducing the rate of absences shall be developed.

3. The Superintendent shall designate an administrator or supervisor to be responsible for implementing the approved plan for the improvement of support staff member attendance in the school district.

E. In-Service Training

1. The School Business Administrator/Board Secretary or supervisor designated by the Superintendent shall meet with support staff members at the beginning of each school year to:

   a. Inform support staff members of Board policy and district regulations on attendance;

   b. Familiarize employees with the procedures to be used in requesting, reporting, and verifying absences;

   c. Acquaint support staff members with the degree to which attendance will affect evaluation reports.

Issued: 15 December 2009
Revised: 14 July 2015
Revised: 12 March 2024

R 4218 USE, POSSESSION, OR DISTRIBUTION OF SUBSTANCES

A. Definition

1. "Board physician" means a physician currently licensed by the New Jersey Board of Medical Examiners in medicine or osteopathy and appointed by the Board of Education.

2. "Substance" or "substances" as defined in N.J.S.A. 18A:40-A-9 and N.J.A.C. 6A:16-4.1(a) means alcoholic beverages; any controlled dangerous substances, including anabolic steroids as defined in N.J.S.A. 24:21-2 and N.J.S.A. 2C:35-2; ~~or~~ any chemical or chemical compound which releases vapors or fumes causing a condition of intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system, including, but not limited to, glue containing a solvent having the property of releasing toxic vapors or fumes as defined in N.J.S.A. 2C:35-10.4; and over-the-counter and prescription medications that are improperly used to cause intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system.

3. "Substance test" means a test conducted by a Board-approved laboratory using accepted substance use practices, accepted chain of custody procedures, and testing methodology recommended by the laboratory instrument's manufacturer.

4. "Support staff member's supervisor" or "supervisor" means the building or district administrative staff member who is responsible for supervising the support staff member. For the purposes of this Policy and Regulation, the support staff member's supervisor shall be the support staff member's Principal, or any other administrative staff member responsible at the time of the alleged violation or as designated by the Superintendent.

5. "Under the influence" means the presence of a substance as defined in Policy 3218 and this Regulation as confirmed in a medical examination and substance test.

B. Procedures to be followed when A ~~Support~~ Staff Member has Unlawfully Possessed or has been Involved in the Distribution of a Controlled Dangerous Substance

1. Subject to N.J.A.C. 6A:16-6.5, any staff member who, in the course of their employment, has reason to believe a staff member has unlawfully possessed or in any way been involved in the distribution of a controlled dangerous substance,

including anabolic steroids, or drug paraphernalia, shall report the matter as soon as possible to the staff member's supervisor in accordance with the provisions of Policy 4218 and N.J.A.C. 6A:16-6.3(a).

a. In accordance with the provisions of N.J.A.C. 6A:16-6.3(a)1, upon receiving a report, the supervisor shall notify the Superintendent who shall notify, as soon as possible, the County Prosecutor or other law enforcement official designated by the County Prosecutor to receive such information.

b. In accordance with the provisions of N.J.A.C. 6A:16-6.3(a)2, the Superintendent or designee shall provide to the County Prosecutor or designee all known information concerning the matter including the identity of the staff member involved.

c. A staff member who unlawfully possessed or in any way has been involved in the distribution of a controlled dangerous substance, including anabolic steroids, or drug paraphernalia, shall be subject to appropriate discipline, which may include, but not be limited to, termination of a non-tenured support staff member or the filing of tenure charges for a tenured support staff member in accordance with law.

C. Procedures to be Followed When a Support Staff Member is Suspected to be Under the Influence of a Substance.

1. The following procedures shall be used when a support staff member is suspected of being under the influence of a substance during work hours or at a school-sponsored function where the support staff member has been assigned job responsibilities.

a. The support staff member's supervisor, upon receiving a report of information a support staff member may be under the influence of a substance during work hours or at a school-sponsored function where the support staff member has been assigned job responsibilities will:

(1) Immediately notify the Superintendent;

(2) Immediately meet with the support staff member;

(a) The support staff member' supervisor may include another staff member in this meeting; and

(b) The support staff member suspected of being under the influence may include another staff member or a representative of their choice in this meeting.

b. The support staff member's supervisor shall present to the support staff member the report or information supporting the suspicion the support staff member may be under the influence of a substance.

c. The support staff member shall be provided an opportunity to respond to the report or information presented by the supervisor.

d. In the event the supervisor or designee believes the support staff member may be under the influence of a substance after meeting with the support staff member, the supervisor will arrange for an immediate medical examination by the Board physician. The medical examination shall include a substance test administered by the Board physician or a Board-approved laboratory.

e. The support staff member shall be transported to the examination and testing location by means of transportation approved by the Superintendent or designee and shall be accompanied by the support staff member's supervisor or designee.

f. The support staff member, prior to the medical examination and substance test, will be informed by the Board physician or designee on the type of testing to be completed and the substances that will be tested.

g. The support staff member may, prior to being examined or tested, disclose to the Boar physician **or** designee any prescription medicine, over-the-counter medicine or supplements, or any other reason why the support staff member's test results may be positive.

h. Refusal by a support staff member to consent to the medical examination which includes a substance test will be deemed ~~as~~ a positive result for substances.

2. The results of the medical examination and substance test shall be used by the Board physician to determine if the support staff member is under the influence of any

substance as defined in Policy 4218 and this Regulation. The substance test procedures will provide for a confirmation test using acceptable confirmation test procedures.

a. Any specimen determined by the Board physician or Board-approved laboratory to have been adulterated by the support staff member will be deemed a positive result for substances.

3. The results of the substance test shall be provided to the Superintendent and Board physician within twenty-four hours of the test being administered or as the test results are available. The Superintendent shall provide the support staff member with these results.

4. If the Board physician determines, based upon the medical examination and the results of the substance test, that the support staff member was not under the influence of a substance during work hours or at a school-sponsored function where the support staff member was assigned job responsibilities, support staff member shall return to their position in the school district unless the Superintendent has a reason the support staff member should not be returned to their position.

5. If the Board physician determines, based upon the medical examination and the results of the substance test, that the support staff member was under the influence of a substance during work hours or at a school-sponsored function where the support staff member was assigned job responsibilities, the Board physician will:

a. Discuss the results of the examination and substance test with the support staff member and provide the support staff member an opportunity to present any medical or other reasons for the physician's determination.

b. Provide the support staff member an opportunity to have the substance test results confirmed by a laboratory selected by the support staff member and approved by the Board physician and Superintendent.

(1) The Board physician will schedule and coordinate the confirmation test procedures, including the acceptable time period for the confirmation test to be conducted based on the existing test results, and the time in which a confirming test result would be valid. This confirmation test shall be paid for by the support staff member.

(2) The confirmation test results must be provided to the Board physician and Superintendent within the time period required by the Board physician.

(3) Any confirmation test results provided to the Board physician and Superintendent not within the time period required by the physician shall not be accepted and the support staff member shall be determined to have waived their right to have the results of a confirmation.

c. After completing the requirements in 5.a. and b. above, the Board physician shall make a final determination whether the support staff member was under the influence of a substance during ~~the~~ work hours or at a school-sponsored function where the support staff member was assigned job responsibilities.

(1) If the Board physician makes a final determination the support staff member was not under the influence during work hours or at a school-sponsored function where the support staff member was assigned job responsibilities, the Board physician will report a final determination to the Superintendent and the support staff member shall return to their position in the school district unless the Superintendent has a reason the support staff member should not be returned to their position. Any records or documentation regarding a negative medical examination or substance test shall not be included in the support staff member's personnel file.

(2) If the Board physician makes a final determination the support staff member was under the influence during work hours or at a school-sponsored function where the support staff member was assigned job responsibilities, the Board physician will report a final determination to the Superintendent.

D. Procedures to be followed when a Support Staff Member is determined to be under the influence of a substance:

1. Any support staff member determined by the Board physician to be under the influence of a substance during work hours or at a school-sponsored function where the support staff member was assigned job responsibilities shall be required to meet with the Superintendent.

(a) The support staff member may include a staff member or a representative of their choice in this meeting.

2. The Superintendent will provide the support staff member an opportunity to respond to the Board physician's determination.

3. A support staff member determined to be under the influence of a substance during work hours or at a school-sponsored function where the support staff member was assigned job responsibilities will be subject to appropriate discipline which may include, but not be limited to:

   a. Withholding an increment;

   b. Terminating a non-tenured support staff member; and/or

   c. Filing tenure charges for a tenured support staff member.

N.J.S.A. 2C:33-15 et seq.
N.J.S.A. 24:21-2 et seq.
42 C.F.R. II
34 C.F.R. 85.600 et seq.
20 U.S.C.A. 1145g, 3224a
41 U.S.C.A. 701 et seq.

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Revised: 7 January 2020

R 4220 EVALUATION OF SUPPORT STAFF MEMBERS

A. Evaluator

The observation and evaluation of support staff members will be conducted by the employee's immediate supervisor or the Principal, as specified by the Superintendent.

B. Evaluation Criteria

1. Evaluation criteria for each position will derive from the job description for the position and relate directly to each of the tasks described. Wherever possible each set of evaluation criteria will be:

   a. Briefly stated and focused on major responsibilities of the position as well as the employee's attitude towards the job and his/her interpersonal relations on the job;

   b. Based on observable information rather than on factors requiring subjective judgment;

   c. Generic, covering a number of specific positions;

   d. Designed to make note of an employee's strengths as well as weaknesses; and

   e. Written in the same format and in a direct, simple style.

2. Maintenance of job evaluation criteria will be the responsibility of the immediate supervisor. Evaluation criteria will be reviewed, and

   a. Whenever the corresponding job description is revised, or

   b. On the request of a majority of persons holding a particular job.

3. Each support staff member will be sent a copy of the current evaluation criteria for his/her position by the immediate supervisor. Any revisions will be provided to each holder of that job within thirty working days of its adoption.

4. Suggested revisions to evaluation criteria by job holders will be referred initially to the job holder's immediate supervisor for review.

C. Collection of Evaluation Data

Data will be gathered by any one or more of the following evaluation methods:

1. Direct observation of the support staff member in the course of performing an assigned duty;

2. Review of a product from the support staff member that results from the performance of his/her assigned duties;

3. Interviews of the support staff member regarding his/her knowledge of assigned duties;

4. Paper and pencil instruments such as competency tests;

5. Audio visual monitoring of the support staff member in the performance of his/her assigned duties; and

6. Reference to previous performance reports.

D. Observation Frequency

1. Support staff members will be evaluated at least one time annually.

E. Evaluation Procedures

1. Each observation will total not less than fifteen minutes. The evaluator shall record each separate instance of observation and the activity observed.

2. Each observation will be recorded on a separate form in triplicate.

3. A written evaluation of each support staff member will be prepared by the observer in triplicate and will be based, at least in part, on the observation(s) conducted.

4. A copy of the evaluation will be sent to the employee at least seventy-two hours prior to the evaluation conference.

5. The employee and the evaluator shall hold a conference to discuss the evaluation report during which the evaluator shall point out both the weaknesses and strengths of the employee.

6. Both the evaluator and the employee shall sign each copy of the evaluation report. By signing the evaluation report the employee implies only that he/she has read and understands the document.

7. The employee may prepare a written disclaimer to the evaluation report which will be appended to the report provided it is received by the evaluator not more than ten working days following the conference.

8. The evaluator shall distribute copies of the evaluation report to the Superintendent.

F. Individual Performance Improvement Plan

1. An Individual Performance Improvement Plan will be prepared for each support staff member to correct deficiencies and to encourage improvement.

2. Performance improvement plans will derive from the applicable evaluation criteria and focus on weaknesses identified in the evaluation report.

3. The Individual Performance Improvement Plan will be prepared in cooperation with the employee whenever possible and shall include:

   a. Areas of required growth,

   b. Methods of achieving that growth,

   c. A schedule for implementation of those methods, and

   d. The responsibility of the support staff member and the district for implementing the plan.

4. At the time a Performance Improvement Plan is prepared, a review will also be made of the effort by the staff member to achieve the prior year's plan. The degree to which the employee achieved the requirements of the previous plan will be a measure of his/her performance.

5. Copies of the Individual Performance Improvement Plan will be attached to the employee's evaluation report, given to the support staff member, and filed with the Superintendent.

6. It is the duty of the support staff member to implement the plan as prepared; his/her failure to do so may result in disciplinary action, including, where appropriate, dismissal.

R 4230 OUTSIDE ACTIVITIES

A. Outside Employment

1. A full-time employee may engage in outside employment only when such employment does not:

   a. Constitute a conflict of interest,

   b. Violate the New Jersey School Ethics Act; or

   c. Occur at a time when the employee has assigned district duties and responsibilities.

2. A full-time employee who engages in employment outside the district shall report that employment to the Superintendent only if the outside employment may require any type of accommodation by the school district or if the outside employment would require the staff member to not perform or limit the staff member's ability to perform all the responsibilities of their school district employment.

B. Private Enterprise, Business, or Business Organization

1. An employee shall not conduct activities on school district grounds that may advance a private enterprise, business, or business organization without the express permission of the Superintendent. Permission will not be given for solicitations or collections on behalf of a private enterprise, business, or business organization.

2. An employee shall not, on school grounds, solicit students for trips other than those expressly approved by the Board or Superintendent without permission of the Superintendent. School grounds shall not be used as the point of departure or arrival for any such privately arranged activity.

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Revised: 21 March 2013

R 4233 POLITICAL ACTIVITIES

A. Prohibited Activities

The following political activities are prohibited on school district premises:

1. Posting of political circulars or petitions on bulletin boards that are not sponsored by the school and included as part of the school curriculum and/or program;

2. Distribution to employees, whether by placing in their school mailboxes or otherwise, of political circulars or petitions, except as delivered by the U.S. Postal Service;

3. Collection of and solicitation for campaign funds;

4. Solicitation for campaign workers;

5. Use of students for writing or addressing political materials or the distribution of such materials to or by students;

6. Display of any materials that promote the candidacy of any candidate for office by a person working on an election day in a district facility used on election day as a polling place; and

7. Any activity in the presence of students while on school property, which activity is intended and/or designed to promote, further or assert a position(s) on labor relations issues.

B. Permitted Activities

The conduct of employee elections and any campaigning connected with those elections is permitted on school premises.

C. Nothing in this Regulation shall be interpreted to impose a burden on the constitutionally protected speech or conduct of a staff member or student.

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R 4240 EMPLOYEE TRAINING

A. Programs of Job Skills Improvement

1. The purpose of job skills improvement programs is to increase the knowledge, proficiency, ability, and skills of support staff employees.

2. Training programs will be structured to meet the immediate needs of the district as well as the personal goals of the employees.

3. Training programs for support staff members shall be developed by the Superintendent or designee for implementation by the immediate supervisor.

B. Determination of Training Needs

1. Principals and supervisors shall annually inventory the training needs of the employees under their supervision by determining whether:

   a. Assignments are being carried out in a systematic and effective manner,

   b. Policies of the Board and regulations of the district are being properly implemented,

   c. Employee evaluations indicate a need for improvement,

   d. Excessive waste or damage is occurring or safety methods are not being followed,

   e. Employees have an opportunity to express their views on the manner in which assignments are performed, and

   f. Career advancement training opportunities are available to employees.

2. The immediate supervisor shall prepare a report of the training needs for the review of the Superintendent that shows:

   a. Identified needs determined from the inventory;

   b. Current programs that meet identified needs and areas in which current programs do not meet identified needs;

c. Recommendations for on-the-job training procedures in areas in which a need is identified and no current program is available, and

d. Recommendations for the use of off-the-job training programs known to meet district needs.

C. On-the-Job Training

1. On-the-job training is that given to employees while they are at their assigned work stations.

2. On-the-job training shall be directed primarily to new employees and those whose job responsibilities have been changed.

3. On-the-job training programs shall be developed by the immediate supervisor; the assistance of experts is encouraged with approval of the Superintendent or designee.

4. Scheduling of training on the job will be the responsibility of the immediate supervisor.

5. The outcome of training on the job should be a higher level of performance by each affected employee.

D. Off-the-Job Training

1. Off-the-job training is that attended by employees during or after their regular job assignments but away from their assigned work stations.

2. Training off the job should generally be directed to those employees who have specialized workplace needs.

3. Suitable training programs shall be identified for support staff employees by the immediate supervisor with approval of costs by the School Business Administrator/Board Secretary.

4. Scheduling of off-the-job training will be the responsibility of the immediate supervisor.

5. Allowable fees for attendance at off-the-job training programs shall be reimbursed upon the submission of an expense voucher to the School Business Administrator/Board Secretary in accordance with Policy No. 4440.

6. Employees who are recompensed for costs of off-the-job training are expected to continue in their employment for at least one year. Prorata reimbursement will be required for shorter periods of employment.

E. Training Effectiveness

1. Employees assigned to training off the job shall complete a district form designed to evaluate the effectiveness of the program.

2. The immediate supervisor shall review the performance of each employee assigned training either on or off the job thirty to forty-five days following the completion of the program.

3. The immediate supervisor shall report to the Superintendent or designee on the effectiveness and cost of the training programs. He/She shall recommend continuation and discontinuance of programs as appropriate.

R 4281 INAPPROPRIATE STAFF CONDUCT

Inappropriate conduct by a school staff member will not be tolerated by the Board of Education. Policy No. 4281 and this Regulation have been developed and adopted by this Board to provide guidance and direction to avoid actual and/or the appearance of inappropriate conduct and conduct unbecoming a school staff member to students.

A. Definitions

1. "Building Principal" is the Principal of the building where the staff member is assigned.

2. "Grievance Procedure" is the grievance procedure that provides for prompt and equitable resolution of inappropriate conduct or conduct unbecoming a school staff member.

3. "Hostile Environment Sexual Harassment" is sexual harassing conduct, which can include sexual advances, requests for sexual favors, or other favors, or other verbal, nonverbal, or physical conduct of a sexual nature that is sufficiently severe, persistent, or pervasive to limit a student's ability to participate in or benefit from an educational program or activity, or to create a hostile or abusive educational environment.

4. The "immediate supervisor" for support staff members may be a Building Principal, a member of the school district's non-instructional supervisory staff and/or the School Business Administrator/Board Secretary.

5. "Inappropriate comments" includes, but is not limited to, comments of a sexual nature, sexually oriented humor or language, inappropriate comments about a student's clothing or physical appearance, comments with sexual overtones, comments regarding a student's dating partner or comments about the staff member's personal life that are not relevant to the professional responsibility of the school staff member.

6. "Inappropriate conduct" includes, but is not limited to, sexual misconduct, a request by a school staff member to a student for a social relationship outside the school staff/student relationship, sexually harassing conduct, inappropriate touching by the staff member to a student or permitting a student to inappropriately touch a staff member, corporal punishment, requesting a student to expose private parts of their body, other than for school medical purposes, and

a staff member exposing their own private parts of their body to a student. Inappropriate conduct also includes physical contact between a staff member and student that is beyond the staff member/student professional relationship. This contact includes, but is not limited to, kissing, touching or feeling private parts of the body, holding hands or arms, and other contact that typically shows a sign of affection beyond the staff member/student professional relationship. "Inappropriate conduct" does not include a hug initiated by a student as a sign of the student's appreciation to a school staff member at a school sponsored activity such as school banquets, school recognition programs, graduations, etc.

7. "Inappropriate language or expression" includes, but is not limited to, the use of any profanity, obscene language, public lewdness or the use of public lewdness, comments with sexual overtones, distribution and/or discussion of any pornography.

8. "Inappropriate staff conduct" is any conduct prohibited by this Policy and corresponding Regulation including any other conduct deemed by the Commissioner of Education, the State Board of Education, statute, administrative code, and/or the judicial case law to be inappropriate conduct and/or conduct unbecoming a school staff member.

9. "Quid Pro Quo Sexual Harassment" is when a school employee explicitly or implicitly conditions a student's participation in an educational program or activity or bases an educational decision on the student's submission to unwelcomed sexual advances, requests for sexual favors or other favors, or other verbal, nonverbal, or physical conduct of a sexual nature. Quid Pro Quo Harassment is equally unlawful whether the student resists and suffers the threatened harm or submits and thus avoids the threatened harm.

10. "Professional responsibility or responsibilities" is the responsibilities of the staff member including, but not limited to, all school district sponsored extra-curricular activities, co-curricular activities, athletic coaching responsibilities; and other instructional or non-instructional positions and responsibilities appointed and/or assigned by the administration or Board.

11. "Promptly report" is reporting by the end of the next school day. If school is not in session the next day, then by the end of the first day after the weekend or holiday break. If this reporting time would exceed seventy-two hours, the staff member shall notify the Building Principal no later than seventy-two hours after the required reporting time.

12. "Sexual Harassment" is to include quid pro quo sexual harassment and/or hostile environment sexual harassment.

13. "Staff member" or "school staff member" is a compensated and/or uncompensated member of the school district's staff, including any agents and/or representatives of the school district.

14. "Unannounced or uninvited visit" is a student visiting, without prior notice to the staff member or without an invitation from the staff member, the staff member's residence and/or other place where the staff member may be when not performing school related professional responsibilities.

B. Reporting Procedure

1. Any staff member who believes, or has reason to believe, a student is seeking a relationship with the staff member beyond his/her professional responsibilities must promptly report this information to the Building Principal or immediate supervisor.

2. Any staff member who believes, or has reason to believe, a student is seeking a relationship with another staff member beyond the professional responsibilities of the other staff member or believes, or has reason to believe, another staff member is seeking a relationship with a student beyond the professional responsibilities of the other staff member must promptly report this information to the Building Principal or immediate supervisor.

3. Any staff member who believes he/she had, or may have, engaged in conduct prohibited by this Policy and Regulation must promptly report the conduct to the Building Principal or immediate supervisor.

4. Failure of a staff member to report conduct they know, or had reason to know, is prohibited by this Policy and Regulation and will result in appropriate disciplinary action.

5. Any student, parent, legal guardian and/or other person(s) who believes, or has reason to believe, a staff member has engaged in conduct prohibited by this Policy and Regulation shall promptly report the conduct to the Building Principal.

6. Any person, including school staff, may make an anonymous report to the Building Principal if the person in good faith believes, or has reason to believe, a staff member has engaged in conduct prohibited by this Policy and Regulation.

7. School staff having reasonable cause to believe a student has been subjected to child abuse or neglect or acts of child abuse or neglect as defined under N.J.S.A. 9:6-8.10 are required to immediately report to the New Jersey Department of Children and Families in accordance with N.J.A.C. 6A:16-11.1 and inform the Building Principal or immediate supervisor after making such report.

C. Investigation of Reports

1. An immediate supervisor or Building Principal who receives a report a staff member engaged in, or may have engaged in, conduct prohibited by this Policy and Regulation will immediately notify the Superintendent.

2. The Principal will begin a prompt and thorough investigation of every report.

3. The Principal or the Superintendent will take such appropriate action as provided for in the law and as necessary at any time after receiving a report. This action may include, but is not limited to, notifying law enforcement, notifying the New Jersey Department of Children and Families if there is reasonable cause to believe a student has been subjected to child abuse or neglect or acts of child abuse or neglect as defined under N.J.S.A. 9:6-8.10 and in accordance with N.J.A.C. 6A:16-11.1, and/or any other measure provided for in the law.

D. Preliminary Investigation of Reports by Others

1. The Principal will begin a prompt, thorough, and impartial investigation. The preliminary investigation will be completed no more than ten working days after the Principal received the report.

2. The Principal's preliminary investigation may include, but is not limited to, interviews with staff members who may have potential knowledge of the alleged conduct, interviews with any students who may have potential knowledge of such conduct, interviews with parent(s)/legal guardian(s) or any other persons who may have potential knowledge of the alleged conduct, and interview(s) with the school staff member(s) and student(s) reported to have engaged in conduct prohibited by this Policy and Regulation.

3. The Principal will request, if relevant to an investigation, the parent(s)/legal guardian(s) of any student involved in the investigation to assist in the investigation to determine if inappropriate staff conduct may have existed.

4. If, based on a preliminary investigation, the Principal determines conduct prohibited by this Policy and Regulation did not exist, the Principal will meet with the staff member(s) and the parent(s)/legal guardian(s) of the student(s) reported to review the results of the Principal's preliminary investigation. The preliminary investigation report indicating inappropriate conduct did not exist will be in writing and will be provided to the staff member(s) and to the parent(s)/legal guardian(s) if requested. The Principal will maintain a separate file for all such reports and the report will not be included in the staff member's personnel file.

5. If, based on a preliminary investigation, the Principal deems inappropriate staff conduct may have occurred, he/she will immediately notify and meet with the staff member(s) and the parent(s)/legal guardian(s) of the student(s) indicated in the report to review the procedures to be followed in a continued full investigation. A copy of this Regulation and corresponding Policy will be provided to the staff member(s) and to the parent(s)/legal guardian(s) of the student indicated in the report upon request.

E. Full Investigation

1. The Principal, finding that inappropriate staff conduct may have occurred after the preliminary investigation, requires a full investigation. This full investigation may be conducted in cooperation with the New Jersey Department of Children and Families in accordance with N.J.A.C. 6A:16-11.1 and/or local law enforcement.

2. The Principal will conduct the full investigation if the New Jersey Department of Children and Families and/or local law enforcement does not intervene or if the allegations do not meet the reporting requirements of N.J.A.C. 6A:16-11.1 for reporting to the New Jersey Department of Children and Families and/or of N.J.A.C. 6A:16-6.3 for reporting to law enforcement.

3. The full investigation will include, but not be limited to, interviews with the staff member(s), students, parent(s)/legal guardian(s) and any other persons who know, or would have reason to know, a staff member may have engaged in inappropriate staff conduct.

4. The Principal will accept testimony and evidence from the staff member(s), student(s), parent(s)/legal guardian(s) and other persons who may have information relevant to the investigation.

5. All persons that provide information, testimony and evidence to the Principal relative to a report will be informed the information, testimony and evidence may be used in additional investigations and/or hearings as determined by the Superintendent of Schools.

6. Upon the conclusion of the interviews and review of the information, testimony and evidence, the Principal will prepare a written report to the Superintendent of Schools. The report will provide a summary of the interviews and information, testimony and evidence and, if possible, a finding from the Principal.

7. If the Principal's full investigation report finds inappropriate staff conduct and/or conduct unbecoming a school staff member did not occur and the Superintendent concurs with the report's findings, the Principal will notify and meet with the staff member(s) and the parent(s)/legal guardian(s) of the student(s) investigated to review the findings.

8. If the Principal's full investigation report finds inappropriate staff conduct and/or conduct unbecoming a school staff member may have occurred and the Superintendent concurs with the report's findings, the Superintendent may take such appropriate action necessary and as provided for in the law. This action may include, but is not be limited to:

    a. Provide the staff member an opportunity to rebut the findings of the Principal's full investigation report and findings;

    b. Recommend to the Board of Education the withholding of the staff member's salary increment/increase for the subsequent school year;

    c. Not recommend the staff member be re-appointed for the next school year;

    d. Recommend to the Board of Education the staff member be terminated for inappropriate staff conduct and/or conduct unbecoming a school staff member;

    e. Institute tenure charges (if applicable) in accordance with N.J.S.A. 18A and N.J.A.C. 6A and/or

f. Recommend to the Board of Education any other disciplinary and/or legal measures as the Superintendent of Schools determines to be appropriate under the circumstances and in accordance with any collective bargaining agreements between the employee representative association and the Board of Education.

9. If the Superintendent does not concur with the findings of the Principal's full investigation, the Superintendent may continue the investigation, which may include testimony and/or evidence from additional witnesses, a discussion with those who have already provided information to the Principal, a discussion with the student(s) and parent(s)/legal guardian(s) and any activity the Superintendent believes would be helpful to the continued investigation. The results of the continued investigation conducted by the Superintendent will proceed consistent with paragraph 7. and 8. above.

10. Any person who is not satisfied with the Superintendent's determination may appeal to the Board of Education.

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R 4321 ACCEPTABLE USE OF COMPUTER NETWORK(S)/COMPUTERS AND RESOURCES BY SUPPORT STAFF MEMBERS

The school district provides computer equipment, computer services, and Internet access to its students and staff for educational purposes only. The purpose of providing technology resources is to improve learning and teaching through research, teacher training, collaboration, dissemination and the use of global communication resources. The "system administrators" referred to herein as employees of the school district who administer the school district computer network(s)/computers and the system administrators reserve the right to monitor all activity on network(s)/computer facilities/computers.

Because of the complex association between so many government agencies and computer network(s)/computers, support staff members must adhere to strict regulations. Regulations are provided here so that support staff members are aware of their responsibilities. The school district may modify these regulations at any time by publishing modified regulations on the network(s) and elsewhere.

Support staff members are responsible for good behavior on computer network(s)/computers. Communications on the computer network(s)/computers are often public in nature. Policies and Regulations governing support staff members behavior and communications apply. The school district's network(s), Internet access and computers are provided to conduct research and as a tool for instruction and to communicate with others. Access to computer network services/computers is given to support staff members who are expected to act in a considerate, responsible and professional manner. Access is a privilege, not a right. Access entails responsibility. Individual users of the district computer network(s)/computers are responsible for their behavior and communications over the computer network(s)/computers. It is presumed that users will comply with district standards. Beyond the clarification of such standards, the district is not responsible for the actions of individuals utilizing the computer network(s)/computers who violate the policies and regulations of the Board.

Computer network(s)/computer storage areas shall be treated in the same manner as other school storage facilities. Computer network(s)/computer administrators may review files and communications to maintain system integrity and ensure that users are using the system responsibly. Users should not expect that files stored on district servers will always be private. Users should expect all files stored on district servers will be available for review by the Computer Systems Technician and/or school administrators.

Within reasonable limits, freedom of speech and access to information will be honored.

Behaviors including but not limited to the following are prohibited:

1. Sending or displaying offensive messages or pictures;
2. Using obscene language;
3. Harassing, insulting or attacking others;
4. Damaging, degrading or disrupting computers, computer systems or computer network(s)/ computers;
5. Violating copyright laws;
6. Using another's password;
7. Trespassing in another's folders, work or files;
8. Intentionally wasting limited resources;
9. Employing the network(s)/computers for commercial purposes;
10. Engaging in other activities which do not advance the educational purposes for which computer network(s)/computers are provided;
11. Stealing data or other intellectual projects;
12. Forging electronic mail messages;
13. Posting anonymous messages;
14. Accessing school computers for other than educational purposes; and/or
15. Any other unethical, unacceptable, illegal and/or inappropriate activity.

Information Content and Uses of the System

Users agree not to publish on or over the system any information which violates or infringes upon the rights of any other person or any information which would be abusive, profane or sexually offensive to an average person, or which without the approval of the system administrators, contains any advertising or any solicitation of other members to use goods or services. The user agrees not to use the facilities and capabilities of the system to conduct any non-school related business or solicit the performance of any activity which is prohibited by law or is non-educational.



While most of the content available on the Internet is innocuous and much of it a valuable educational resource, some objectionable material exists. The Board will provide student access to Internet resources only in supervised environments and has taken steps to lock out objectionable areas to the extent possible, but potential dangers remain. Support staff members are advised that some systems may contain defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or otherwise illegal material and are to supervise student use of computers and the Internet. The Board and the system administrators do not condone the use of such materials and do not permit usage of such materials in the school environment. Support staff members should discipline students knowingly bringing such materials into the school environment in accordance with Board policies and regulations and inform students that such activities may result in termination of such students' accounts on the computer network(s) and their independent use of computers.

On-line Conduct

Any action by a support staff member or other user of the school district's computer network(s)/computers that is determined by a system administrator to constitute an inappropriate use of computer network(s)/computers resources or to improperly restrict or inhibit other members from using and enjoying those resources is strictly prohibited and may result in limitation on or termination of an offending member's account and other action in compliance with the Board policy and regulation. The user specifically agrees not to submit, publish, or display any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or otherwise illegal material; nor shall a user encourage the use, sale, or distribution of controlled substances. Transmission of material, information or software in violation of any local, state or federal law is also prohibited and is a breach of the Consent and Waiver Agreement.

Users agree to indemnify the North Caldwell School District and the system administrators for any losses, costs, or damages, including reasonable attorneys' fees incurred by the Board relating to, or arising out of any breach of this section by the user.

Computer network(s)/computer resources are to be used by the user for his/her educational use only; commercial uses are strictly prohibited.

Software Libraries on the Network(s)

Software libraries on the network(s) are provided to support staff members as an educational resource. No support staff member may install, upload, or download software without the expressed consent of the system administrator. Any software having the purpose of damaging other members' accounts on the school district computer network(s)/computers (e.g., computer

viruses) is specifically prohibited. The system administrators, at their sole discretion, reserve the rights to refuse posting of files and to remove files. The system administrators, at their sole discretion, further reserve the right to immediately limit usage or terminate the account or take other action consistent with the Board's policies and regulations of a member who misuses the software libraries.

Copyrighted Material

Copyrighted material must not be placed on any system connected to the network(s)/computers without the author's specific written permission. Only the owner(s) or persons they specifically authorize may upload copyrighted material to the system. Members may download copyrighted material for their own use in accordance with Policy and Regulation Nos. 2531, Copying Copyrighted Materials. Any member may also noncommercially redistribute a copyrighted program with the expressed written permission of the owner or authorized person. Permission must be specified in the document, on the system, or must be obtained directly from the author.

Public Posting Areas (Message Boards/Usenet Groups)

Usenet and Internet Relay Chat Room messages are posted from systems connected to the Internet around the world and the school district system administrators have no control of the content of messages posted from these other systems. To best utilize system resources, the system administrators will determine which Usenet groups are most applicable to the educational needs of the school district and will carry these groups on the school district computer network(s). The system administrators or the school administration, at their sole discretion, may remove messages posted locally that are deemed to be unacceptable or in violation of the Board policies and regulations. The system administrators or the school administration, at their sole discretion, further reserve the right to immediately terminate the account of a member who misuses the message boards or Usenet groups.

Real-time, Interactive, Communication Areas

The system administrators, at their sole discretion, reserve the right to monitor and immediately limit the use of the computer network(s)/computers or terminate the account of a member who misuses real-time conference features (talk/chat/Internet relay chat) etc.

Electronic Mail

Electronic mail ("E-mail") is an electronic message sent by or to a member in correspondence with another person having Internet mail access. All messages sent and received on the school district computer network(s) must have an educational or administrative purpose and are subject

to review. A sender of an E-mail message should expect the E-mail messages will be reviewed by the system administrators or the school administration. Messages received by the system are retained on the system until deleted by the recipient. A canceled account will not retain its E-mail. Members are expected to remove old messages within thirty calendar days or the system administrators may remove such messages. The system administrators may inspect the contents of E-mail sent by one member to an addressee, or disclose such contents to other than the sender or a recipient when required to do so by the Board policy, regulation or other laws and regulations of the State and Federal governments. The Board reserves the right to cooperate fully with local, state, or federal officials in any investigation concerning or relating to any E-mail transmitted on the school district computer network(s) or computers.

Disk Usage

The system administrators reserve the right to set quotas for disk usage on the system. A member who exceeds his/her quota of disk space will be advised to delete files to return to compliance with predetermined quotas. A member who remains in noncompliance of disk space quotas after seven school days of notification will have their files removed by a system administrator.

Security

Security on any computer system is a high priority, especially when the system involves many users. If a member feels that he/she can identify a security problem on the computer network(s), the member must notify a system administrator. The member should not inform individuals other than the system administrators or other designated members of the school district staff of a security problem. Professional staff may allow individuals who are not members to access the system through the staff personal account as long as the staff person does not disclose the password of the account to the individuals and understands that the staff person assumes responsibility for the actions of individuals using his/her account. Members may not otherwise allow others to use their account and password. Passwords to the system should not be easily guessable by others, nor should they be words which could be found in a dictionary. Attempts to log in to the system using either another member's account or as a system administrator will result in termination of the account. Members should immediately notify a system administrator if a password is lost or stolen, or if they have reason to believe that someone has obtained unauthorized access to their account. Any member identified as a security risk will have limitations placed on usage of the computer network(s)/computers or may be terminated as a user and be subject to other disciplinary action.



Vandalism

Vandalism will result in cancellation of system privileges and other disciplinary measures. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the system, or any of the agencies or other network(s)/computers that are connected to the Internet backbone or of doing intentional damage to hardware or software on the system. This includes, but is not limited to, the uploading or creation of computer viruses.

Printing

The printing facilities of the computer network(s)/computers should be used judiciously. Printing for other than educational, or school related purposes is prohibited.

Violations

Violations of the Acceptable Use of Computer Network(s)/Computers and Resources may result in a loss of access as well as other disciplinary or legal action. Disciplinary action shall be taken as indicated in Policy and Regulation No. 4321, Support Staff Members, Acceptable Use of Computer Network(s)/Computers and Resources, Policy No. 4150, Support Staff Member Discipline, as well as possible legal action and reports to the legal authorities and entities.

Determination of Consequences for Violations

The particular consequences for violations of this policy shall be determined by Superintendent to the use of computer network(s)/computers and by the Superintendent or designee in matters of discipline or employee suspension or actions by the authorities deemed to be the appropriate course of action.

Individuals violating this policy shall be subject to the consequences as indicated in Policy No. 2361 and other appropriate discipline which includes but are not limited to:

1. Use of Computer Network(s)/Computers only under direct supervision;

2. Suspension of network privileges;

3. Revocation of network privileges;

4. Suspension of computer privileges;

5. Revocation of computer privileges;

6. Suspension from employment;

7. Legal action and prosecution by the authorities.

Decisions of the Computer Systems Technician may be appealed in accordance with the appropriate employee grievance procedure.

Issued: 15 December 2009

R 4352 SEXUAL HARASSMENT OF SUPPORT STAFF MEMBERS COMPLAINT PROCEDURE

Sexual harassment of school staff members is prohibited by the Board of Education. The Superintendent and school district staff will use the following methods to investigate and resolve allegations of sexual harassment of school staff members.

A. Definitions

1. Gender-based Harassment - Gender-based harassment that includes acts of verbal, nonverbal, physical aggression, intimidation, or hostility based on gender, but not involving conduct of a sexual nature, may be a form of sex discrimination if it is sufficiently severe, persistent, or pervasive and directed at individuals because of their gender.

2. Hostile Environment Sexual Harassment - Sexual harassing conduct (which can include unwelcomed sexual advances, requests for sexual favors or other favors, or other verbal, nonverbal or physical conduct of a sexual nature) by a school staff member that is sufficiently severe, persistent, or pervasive to limit another staff member's ability to participate in a workplace environment or activity, or to create a hostile or abusive workplace environment.

3. Quid Pro Quo Harassment - When a school staff member explicitly or implicitly conditions another school staff member's conditions of employment on the staff member's submission to unwelcomed sexual advances, requests for sexual favors, or other favors, or other verbal, nonverbal or physical conduct of a sexual nature. Quid Pro Quo Harassment is equally unlawful whether the staff member resists and suffers the threatened harm or submits and thus avoids the threatened harm.

B. Grievance Procedure

The following Grievance Procedure shall be used for an allegation(s) of harassment of school staff members by other school staff members:

1. Reporting of Sexual Harassment Conduct

a. Any person with any information regarding actual and/or potential sexual harassment of a staff member must report the information to the school Building Principal, their immediate supervisor or the Affirmative Action Officer.

b. The school district can learn of sexual harassment through other means such as from a witness to an incident, an anonymous letter, or telephone call.

c. A report to the school Building Principal or an immediate supervisor will be forwarded to the school district Affirmative Action Officer within one working day, even if the school Building Principal or immediate supervisor feels sexual harassment conduct was not present.

d. In the event the report alleges conduct by the Building Principal or the Affirmative Action Officer, the Superintendent will designate a school official to assume the Building Principal's or Affirmative Action Officer's responsibilities, as outlined in Policy No. 4352 and this Regulation.

2. Affirmative Action Officer's Investigation

a. Upon receipt of any report of potential sexual harassment conduct, the Affirmative Action Officer will begin an immediate investigation. The Affirmative Action Officer will promptly investigate all alleged complaints of sexual harassment, whether or not a formal grievance is filed and steps will be taken to resolve the situation, if needed. This investigation will be prompt, thorough, and impartial. The investigation will be completed no more than ten working days after receiving notice.

b. When a school staff member provides information or complains about sexual harassment, the Affirmative Action Officer will initially discuss what actions the staff member is seeking in response to the harassment.

c. The Affirmative Action Officer's investigation may include, but is not limited to, interviews with all persons with potential knowledge of the alleged conduct, interviews with any staff member(s) who may have been sexually harassed in the past by the school staff member and any other reasonable methods to determine if sexual harassment conduct existed.

d. The Affirmative Action Officer may request a staff member involved in the investigation to assist in the investigation.

e. The Affirmative Action Officer will provide a copy of Board Policy and Regulation No. 4352 to all persons who are interviewed with potential knowledge, upon request, and to any other person the Affirmative Action Officer feels would be served by a copy of such documents.

f. Any person interviewed by the Affirmative Action Officer may be provided an opportunity to present witnesses and other evidence.

g. The Affirmative Action Officer and/or Superintendent will contact law enforcement agencies if there is potential criminal conduct by any party.

h. The school district administration may take interim measures during an Affirmative Action Officer's investigation of a complaint.

i. The Affirmative Action Officer will consider particular issues of welcomeness based on the allegations.

3. Investigation Results

a. Upon the conclusion of the investigation, but not later than ten working days after reported to the Affirmative Action Officer, the Affirmative Action Officer will prepare a summary of findings to the parties. At a minimum, this summary shall include the person(s) providing notice to the school district and the staff member(s) who was alleged to be sexually harassed.

b. The Affirmative Action Officer shall make a determination whether sexual harassment conduct was present.

c. If the Affirmative Action Officer concludes sexual harassment conduct was not, or is not present, the investigation is concluded.

d. If the Affirmative Action Officer determines that sexual harassment has occurred, the school district administration shall take reasonable and effective corrective action, including steps tailored to the specific situation. Appropriate steps will be taken to end the harassment such as counseling, warning, and/or disciplinary action. The steps will be based on the severity of the harassment or any record of prior incidents or both. A series of escalating consequences may be necessary if the initial steps are ineffective in stopping the harassment.

e. In the event the Affirmative Action Officer determines a hostile environment exists, the Superintendent shall take steps to eliminate the hostile environment. The school district may need to deliver special training or other interventions to repair the educational environment. Other measures may include directing the harasser to apologize to the harassed staff member, dissemination of information, distribution of new policy statements or other steps to communicate the message that the Board does not tolerate harassment and will be responsive to any school staff member that reports such conduct.

f. In some situations, the school district may need to provide other services to the staff member that was harassed, if necessary, to address the effects of the harassment on that staff member. Depending on the type of harassment found, these additional services may include an independent re-assessment of the harassed staff member's work performance, counseling and/or other measures that are appropriate to the situation.

g. The Superintendent will take steps to avoid any further sexual harassment and to prevent any retaliation against the staff member who made the complaint, was the subject of the harassment, or against those who provided the information or were witnesses. The Affirmative Action Officer will inform the sexually harassed staff member to report any subsequent problems and will make follow-up inquiries to see if there has been any new incidents or retaliation.

h. All sexual harassment grievances and accompanied investigation notes will be maintained in a confidential file by the Affirmative Action Officer.

4. Affirmative Action Officer's Investigation Appeal Process

a. Any person found by the Affirmative Action Officer's investigation to be guilty of sexual harassment conduct, or any person who believes they were sexually harassed but not supported by the Affirmative Action Officer's investigation, may appeal to the Superintendent. The Superintendent will make his/her determination within ten working days of receiving the appeal.

b. Any person who is not satisfied with the Superintendent's determination may appeal to the Board. The Board will make its determination within forty-five calendar days of receiving an appeal from the Superintendent's determination.

C. Office Of Civil Rights (OCR) Case Resolution

Persons not satisfied with the resolution of an allegation of sexual harassment by school district officials or the Board may request the Office of Civil Rights (OCR) of the United States Department of Education to investigate the allegations.

1. Any alleged victim of sexual harassment may appeal a decision of the Affirmative Action Officer, Superintendent, or the Board to the Office of Civil Rights (OCR).

2. Any person may report an allegation of sexual harassment to the OCR at any time. If the OCR is asked to investigate or otherwise resolve incidents of sexual harassment of school staff members, OCR will consider whether:

   a. The school district has a policy prohibiting sexual harassment and a grievance procedure;

   b. The school district appropriately investigated or otherwise responded to allegations of sexual harassment; and

   c. The school district has taken immediate and appropriate corrective action responsive to Quid Pro Quo or Hostile Environment Harassment.

R 4425.1 MODIFIED DUTY EARLY RETURN TO WORK PROGRAM – SUPPORT STAFF MEMBERS

The Modified Duty Early Return to Work Program shall be administered by the School Business Administrator/Board Secretary, the district's designated Workers' Compensation Coordinator.

A. Filing a Claim Report

1. A staff member must file a written Workers' Compensation Report if they have been injured in the performance of their job. This Report will be available in the main office and the nurse's office in each school building and in the Coordinator's office.

2. Upon sustaining an on-the-job injury, the staff member shall immediately report the injury to their immediate supervisor and report to the school nurse. If the injured staff member is not assigned to a school building with a school nurse, the school staff member shall immediately contact the Coordinator's office. The Coordinator, or designee, will direct the injured staff member to a school's main office, a school nurse, or the workers' compensation physician.

   a. In the event the injury requires immediate medical treatment, the staff member may be directed to the workers' compensation physician or to the hospital emergency room. In this case, the Report shall be completed by the staff member whenever practical.

   b. In the event the staff member gets injured when schools are closed or after business hours and the staff member believes the injury requires immediate medical treatment the staff member shall:

      (1) Go to the hospital emergency room; and

      (2) Notify their immediate supervisor as soon as possible after the injury.

   c. In the event the injured staff member goes to the hospital emergency room when schools are closed, the staff member must report the injury to the Coordinator the next business day. The Coordinator may direct the injured staff member to a school nurse or to the workers' compensation physician. All future medical treatment for the injured staff member shall be scheduled through the Coordinator's office.

d. In the event the staff member gets injured when schools are closed or after business hours and the staff member believes the injury does not require immediate medical treatment, the staff member shall:

(1) Immediately notify their immediate supervisor; and

(2) Notify the Coordinator's office the next business day.

3. The Workers' Compensation Report shall be forwarded to the Coordinator's office as soon as it is completed by the injured staff member.

a. In the event the staff member requires a physician's examination and evaluation, the Coordinator's office will schedule the appointment with the workers' compensation physician's office and the staff member.

4. Any staff member injured on-the-job and the injury causes the staff member to miss work time or prohibits the staff member from fulfilling all their job responsibilities must be examined by the workers' compensation physician. The Coordinator will authorize workers' compensation time off from work for a staff member injured on-the-job only after the staff member has been examined by the worker's compensation physician. The Coordinator may, upon certain circumstances, authorize workers' compensation time from work without requiring an examination by the workers' compensation physician.

5. The Modified Duty Early Return to Work Policy will be attached to the Workers' Compensation Report and this Regulation will be provided to the injured staff member upon request.

B. Physician's Workers' Compensation Examination and Evaluation

1. The Coordinator will provide the workers' compensation physician a job description and a list of required tasks for positions in the school district.

2. Upon completing the medical examination and evaluation, the workers' compensation physician will prepare a report indicating the staff member's physical limitations, if any, that prevent the staff member from completing the staff member's job responsibilities. The workers' compensation physician's report will also include a diagnosis, to the best of the physician's ability, on the length of recovery for each limitation. The physician's report will be forwarded to the Coordinator.

3. The Coordinator will review the workers' compensation physician's report and follow-up with the workers' compensation physician and the staff member if the Coordinator needs more information to make a determination if modified duty is an option for the injured staff member.

C. Modified Duty Restriction

1. There is no permanent modified duty and all modified duty positions are temporary.

2. Upon reviewing the workers' compensation physician's report, the Coordinator will determine if temporary modified duty is appropriate for the staff member. The Coordinator may determine the staff member should be out of work until such time the staff member is able to return to work to assume all their job responsibilities. The Coordinator may also determine a date in the future for the staff member to return to work to assume temporary modified duties.

3. A medical review and examination by the workers' compensation physician may be required to continue a modified duty assignment beyond sixty calendar days.

4. The Board reserves the right to require a staff member returning from modified duty to submit to a physical examination before returning to their position to assume all the job responsibilities of their position.

5. There will be communications among the Coordinator, the injured staff member's supervisor, the staff member, the workers' compensation physician, and the workers' compensation insurance provider throughout the course of treatment and recovery of the injured staff member.

6. A tracking system will be established for documenting a staff member's status in the Modified Duty Program.

D. Assignment of Job Tasks

1. Assigning modified duty to staff members will be decided on a case-by-case basis.

2. Job tasks for staff members on modified duty will be determined and assigned within the limitations established and approved by the workers' compensation physician.

3. The injured staff member's immediate supervisor shall provide periodic status reports to the Coordinator for any staff member assigned modified duty.

4. There is no restriction on the school district location or the type of modified duties assigned to a staff member provided it is consistent with the limitations detailed by the workers' compensation physician. These modified duties may be assigned to a full or partial day schedule depending on the staff member's limitations.

5. The modified duties and/or responsibilities will be within the injured staff member's capabilities and a staff member will not be assigned any modified duties and/or responsibilities that require any certifications/licenses that are not possessed by the injured staff member.

E. Staff Member Requirements

1. Staff members shall perform the job tasks designated by the workers' compensation physician in the physician's report and assigned by the Coordinator. In the event these job tasks cause discomfort, the staff member shall discontinue the specific activity and inform their immediate supervisor. The immediate supervisor will report this information to the Coordinator, who will schedule a medical appointment for the staff member.

2. Staff members are required to follow the Coordinator's directives regarding:

   a. Job assignments and tasks;

   b. Attending scheduled doctors' appointments; and

   c. Completing and transmitting reports to and from the workers' compensation physician, their immediate supervisor, and the Coordinator's office.

F. Compliance With Laws

The Modified Duty Early Return To Work Program shall be administered consistent with the applicable federal and State laws and in accordance with provisions of collective bargaining agreements within the district.

Issued: 15 December 2009

R 4432 SICK LEAVE

A. Eligibility for Sick Leave

1. Each person steadily employed by this district will be paid in full, to the limit of his/her entitlement, for days on which the employee is absent from work because of:

   a. Personal disability due to the employee's illness or injury;

   b. The employee's exclusion from school by the school district's medical authorities on account of a contagious disease; or

   c. The employee's having been quarantined for a contagious disease in his/her immediate household.

2. Whatever the claims of disability, no day of absence shall be considered to be a sick leave day on which the employee:

   a. Has engaged in or prepared for gainful employment with an employer other than the Board;

   b. Has participated in a concerted work stoppage; or

   c. Has engaged in any activity, vocational or avocational, that clearly refutes the employee's claim of disability or quarantine.

B. Call in Procedures

1. An employee who anticipates a day of disability should make every reasonable effort to so notify his/her immediate supervisor no later than the day before the absence, to allow sufficient time for the securing of any substitute services that may be required.

2. Notice of the disability should include a reasonable estimate of the duration of the disability.

3. An employee who becomes aware of his/her disability on the morning of the absence must call the substitute service at 973-625-7685.

4. An employee who becomes disabled during the school day must so inform the Building Principal as promptly as possible and request permission to leave the school premises.

5. In all instances, the employee should call personally to report sick leave. An agent may be appointed to call in sick leave only when the employee is so incapacitated as to make a personal call inadvisable or impossible.

C. Sick Leave Charges

1. A sick leave absence commences when the absence is called in pursuant to paragraph B.

2. A sick leave day once commenced may be reinstated as a working day only with the approval of the Building Principal.

3. An employee absent on sick leave on a day when the school is closed early for emergency reasons will be charged with a full sick leave day.

4. An employee scheduled for a sick leave absence on a day on which the schools do not open because of an emergency (such as a snow day) will not be charged with a sick leave day.

D. Verification of Sick Leave

1. An employee absent for reasons of disability more than five consecutive working days or more than three cumulative working days in any one month shall submit the signed statement of his/her physician indicating:

   a. The reason for the employee's absence, as personally known to the physician, and

   b. If the employee is not immediately returning to work, the anticipated duration of the employee's disability.

2. The Board may, at its discretion, require the employee to submit to examination by the school medical inspector or a physician designated by the school medical inspector.

3. If the results of the examination conducted pursuant to paragraph D2 are inconsistent with the statement of the employee's physician, the two examining physicians shall agree in good faith on a third physician, who shall examine the employee and whose medical opinion shall be conclusive and binding as to the employee's disability on days claimed for sick leave.

E. Readmission After Disability

1. An employee who wishes to return to work after sick leave of more than five consecutive working days or more than three cumulative working days in any one month shall submit a signed statement of his/her physician indicating the employee's fitness to perform his/her duties.

2. The Superintendent may, in his/her discretion, require the employee to submit to examination by the school medical inspector or a physician designated by the school medical inspector.

3. If the results of the examination conducted pursuant to paragraph D2 is inconsistent with the statement of the employee's physician, the two examining physicians shall agree in good faith on a third physician, who shall examine the employee and whose medical opinion shall be conclusive and binding as to the employee's fitness to return to service.

F. Exhaustion of Sick Leave

1. The Superintendent or designee will monitor each employee's sick leave bank and charge the employee's bank of accumulated sick leave with sick leave days in accordance with Policy No. 4432 and this regulation.

2. When it is apparent that an employee on extended sick leave will utilize the last sick leave day to which he/she is entitled within five working days, the Superintendent or designee will so inform the employee by written notice. The notice will include a statement of the employee's right to request the Board for an extension of sick leave.

3. A request for the extension of sick leave should be submitted to the Superintendent at least fourteen working days in advance of the next Board meeting. The request must be accompanied by a physician's signed statement setting forth the nature and anticipated duration of the employee's disability.

4. An employee who anticipates an extended period of disability may apply to the Board for a disability leave of absence, during which the employee will receive no compensation or benefits, pursuant to Policy No. 4431.

5. Employees are reminded that sick leave extensions and disability leaves of absence are not entitlements and will be granted or denied by the Board on a case by case basis.

G. Accumulation of Sick Leave

1. Sick leave will be charged, first, to the sick leave newly available in the employee's current contract year and, when that sick leave entitlement is exhausted, to the employee's bank of accumulated sick leave.

2. At the beginning of each contract year, sick leave newly available but unused in the prior contract year will be carried forward and credited to a full-time employee's bank of sick leave.

3. The unused sick leave of part-time employees will be accumulated on the basis of hours of work rather than days of work.

   a. At the close of each contract year, the number of sick leave days not used by a part-time employee will be multiplied by the number of hours the employee worked in each day or, if the employee worked irregular hours, the average number of hours in each contract day.

   b. At the beginning of the following contract year, the total number of hours accumulated will be divided by the number of hours, or average number of hours, to be worked in each contract day. The result constitutes the number of accrued sick leave days the employee may claim when he/she has exhausted the sick leave days available in the current contract year.

   c. When a part-time employee, continuously employed in the district, is employed full-time, his/her accumulated sick leave hours will be divided by the number of hours in a full working day, and the dividend will be multiplied by the number of days he/she worked each week as a part-time employee. The product will be divided by five, the number of days in a full-time week. The resulting number, rounded up to the next full day, represents the number of accrued sick leave days in the employee's sick leave bank.

H. Records

1. The personnel file of each person employed by this district will include an accurate record of the employee's attendance in accordance with Policy No. 4211.

2. Each employee's attendance record will record the reason for any absence.

3. The attendance record will include the accumulated unused sick leave in the employee's sick leave bank.

Issued: 15 December 2009

R 5111 ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS

A. Definitions - N.J.A.C. 6A:22-1.2

1. "Affidavit student" means a attending, or seeking to attend, school in a district pursuant to N.J.S.A. 18A:38-1 and N.J.A.C 6A:22-3.2(a).

2. "Appeal" means contested case proceedings before the Commissioner of Education pursuant to N.J.A.C. 6A:3, Controversies and Disputes.

3. "Applicant" means a parent, guardian, or a resident supporting an affidavit student who seeks to enroll a student in a school district; or an unaccompanied homeless youth or adult student who seeks to enroll in a school district.

4. "Commissioner" means the Commissioner of Education or their designee.

5. "Guardian" means a person to whom a court of competent jurisdiction has awarded guardianship or custody of a child, provided that a residential custody order shall entitle a child to attend school in the residential custodian's school district subject to a rebuttable presumption that the child is actually living with the custodian. "Guardian" also means the Department of Children and Families for purposes of N.J.S.A. 18A:38-1(e).

B. Students Domiciled in the District – N.J.A.C. 6A:22-3.

1. A student over five and under thirteen years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district if the student is domiciled within the district:

   a. A student is domiciled in the school when the student is the child of a parent or guardian whose domicile is located within the school district.

      (1) When a student's parent or guardian are domiciled within different school districts and there is no court order or written agreement between the parents designating the school district of attendance, the student's domicile is the school district of the parent or guardian with whom the student lives for the majority of the school year. N.J.A.C. 6A:22-3.1(a)1. and B.1.a. above shall apply regardless of which parent has legal custody.

(2) Where a student's physical custody is shared on an equal-time, alternating week/month or other similar basis so the student is not living with one parent or guardian for a majority of the school year, and there is no court order or written agreement between the parents designating the school district of attendance, the student's domicile is the present domicile of the parent or guardian with whom the student resided on the last school day prior to October 16 preceding the application date.

(a) When a student resided with both parents or guardians, or with neither parent or guardian, on the last school day prior to the preceding October 16, the student's domicile is the domicile of the parent or guardian with whom the parents or guardians indicate the student will be residing on the last school day prior to the ensuing October 16. When the parents or guardians do not designate, or cannot agree upon, the student's likely residence as of that date, or if on that date the student is not residing with the parent or guardian previously indicated, the student shall attend school in the school district of domicile of the parent or guardian with whom the student actually lives as of the last school day prior to October 16.

(b) When the domicile of a student with disabilities as defined in N.J.A.C. 6A:14 cannot be determined pursuant to N.J.A.C. 6A:22-3.1, nothing shall preclude an equitable determination of shared responsibility for the cost of such student's out-of-district placement.

(3) Where a student is living with a person other than a parent or guardian, nothing in N.J.A.C. 6A:22-3.1 is intended to limit the student's right to attend school in the parent or guardian's school district of domicile pursuant to the provisions of N.J.A.C. 6A22, Policy 5111, and this Regulation.

(4) No school district shall be required to provide transportation for a student residing outside the school district for all or part of the school year, unless transportation is based upon the home of the parent or guardian domiciled within the school district or otherwise required by law.

b. A student is domiciled in the school district when the student has reached the age of eighteen or is emancipated from the care and custody of a parent or guardian and has established a domicile within the school district.

c. A student is domiciled in the district when the student has come from outside the state and is living with a person domiciled in the school district who will be applying for guardianship of the student upon expiration of the six-month "waiting period" of State residency required pursuant to N.J.S.A. 2A:34-54 (“home state” definition) and N.J.S.A. 2A:34-65.a(1). However, a student may later be subject to removal proceedings if application for guardianship is not made within a reasonable period of time following expiration of the mandatory waiting period or if guardianship is applied for and denied.

d. A student is domiciled in the school district when the student parent or guardian resides within the school district on an all-year-round basis for one year or more, notwithstanding the existence of a domicile elsewhere.

e. A student is domiciled in the school district if the Department of Children and Families is acting as the student’s guardian and has placed the student in the school district.

2. When a student’s dwelling is located within two or more local school districts, or bears a mailing address that does not reflect the dwelling’s physical location within a municipality, the district of domicile for school attendance purposes shall be that of the municipality to which the majority of the dwelling’s or unit’s property tax is paid.

a. When property tax is paid in equal amounts to two or more municipalities, and there is no established assignment for students residing in the affected dwellings, the school district of domicile for school attendance purposes shall be determined through assessment of individual proofs of eligibility ~~as~~ provided pursuant to N.J.A.C. 6A:22-3.4 and E. below.

b. N.J.A.C. 6A:22-3.1(b) and B.2. above shall not preclude the attendance of currently enrolled students who were permitted to attend the school district prior to December 17, 2001.

3~~c~~. When a student's parent or guardian elects to exercise such entitlement, nothing in N.J.A.C. 6A:22-3.1 is intended to foreclose a student's entitlement to attend school in the district of domicile notwithstanding that the student is qualified to attend school in a different district pursuant to N.J.S.A. 18A:38-1(b) or the temporary residency (less than one year) provision of N.J.S.A. 18:A38-1(d).

4~~3~~. Notwithstanding the provisions of N.J.S.A. 18A:38-1 or any other section of law to the contrary, a child who is domiciled within the school district and resides with a parent or guardian who is a member of the New Jersey National Guard or a member of the reserve component of the armed forces of the United States who is ordered into active military service in any of the armed forces of the United States in a time of war or national emergency, shall be permitted to remain enrolled in the school district in which the child is domiciled at the time of the parent or guardian being ordered into active military service, regardless of where the child resides during the period of active duty. The school district shall not be responsible for providing transportation for the child if the child's parent or guardian from active military service, the child's eligibility to remain enrolled in the school district pursuant to N.J.S.A. 18A38-3.1 shall cease at the end of the current school year unless the child is domiciled in the school district.

C. Other Students Eligible to Attend School – N.J.A.C. 6A:22-3.2

1. A student over five and under thirteen years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in the district pursuant to N.J.S.A. 18A:38-1(b) if that student is kept in the home of a person other than the student's parent or guardian, where the person is domiciled in the school district and is supporting the student without remuneration as if the student were their ~~his or her~~ own child;

   a. A student is not eligible to attend school in this district pursuant to N.J.A.C. 6A:22-3.2(a) and C.1. above unless:

      (1) The student's parent or guardian has filed, together with documentation to support its validity, a sworn statement that the parent or guardian ~~he or she~~ is not capable of supporting or providing care for the student due to family or economic hardship and that the student is not residing with the other person solely for the purpose of receiving a free public education; and

(2) The person keeping the student has filed, if so required by the district:

(a) A sworn statement that the person is domiciled within the school, is supporting the child without remuneration and intends to do so for a longer time than the school term, and will assume all personal obligations for the student pertaining to school requirements; and

(b) A copy of their lease if a tenant, a sworn landlord's statement if residing as a tenant without a written lease, or a mortgage or tax bill if an owner.

b. A student shall not be deemed ineligible under N.J.A.C. 6A:22-3.2 because required sworn statements(s) cannot be obtained when evidence is presented that the underlying requirements of the law are being met notwithstanding the inability of the resident or student to obtain the sworn statement(s).

c. A student shall not be deemed ineligible under N.J.A.C. 6A:22-3.2 when evidence is presented that the student has no home or possibility of school attendance other than with a school district resident who is not the student's parent or guardian but is acting as the sole caretaker and supporter of the student.

d. A student shall not be deemed ineligible under N.J.A.C. 6A:22-3.2 solely because a parent or guardian gives gifts or makes limited contributions, financial or otherwise, toward the welfare of the student, provided the resident keeping the student receives no payment or other remuneration from the parent or guardian for regular maintenance of the student.

e. Pursuant to N.J.S.A. 18A:38-1.c, any person who fraudulently allows a child of another person to use their ~~his or her~~ residence and is not the primary financial supporter of that child and any person who fraudulently claims to have given up custody of her or her child to a person in another school district commits a disorderly persons offense.

2. A student over five and under thirteen years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-1.b if the student is kept in the home of a person domiciled in the school

district, who is not the parent or guardian and the parent or guardian is a member of the New Jersey National Guard or the reserve component of the United States armed forces and has been ordered into active military service in the United States armed forces in time of war or national emergency.

a. Eligibility under N.J.A.C. 6A:22-3.2 (b) and C.2 above shall cease at the end of the school year during which the parent or legal guardian returns from active military duty.

3. A student over five and under thirteen years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-1.d if the student's parent or guardian temporarily resides within the school district and elects to have the student attend the school district of temporary residence, notwithstanding the existence of a domicile elsewhere:

a. When required by the Board, the parent or guardian shall demonstrate the temporary residence is not solely for purposes of the student's attending the school district of temporary residence;

b. When one of a student's parents or guardians temporarily resides in a school district while the other is domiciled or temporarily resides elsewhere, eligibility to attend school shall be determined in accordance with N.J.A.C. 6A:22-3.1(a)1.i. However, no student shall be eligible to attend school based upon a parent or guardian's temporary residence in a school district unless the parent or guardian demonstrates, if required by the Board ~~of Education~~, the temporary residence is not solely for purposes of a student's attending the school district.

4. A student over five and under thirteen years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as to otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-1.f if the student's parent or guardian moves to another school district as the result of being homeless, subject to the provisions of N.J.A.C. 6A:17-2, Education of Homeless Children.

5. A student over five and under thirteen years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-2 if the student is by court order or by a society, agency, or institution in the home of a school district resident pursuant to N.J.S.A. 18A:38-2. As used in



this section, "court order" shall not encompass orders of residential custody~~,~~ under which claims of entitlement to attend a school district are governed by provisions of N.J.S.A. 18A:38-1 and the applicable standards set forth in N.J.A.C 6A:22.

6. A student over five and under thirteen years of age pursuant to N.J.S.A. 18A38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A.18A:38-3.b if the student had previously resided in the school district and if the parent or guardian is a member of the New Jersey National Guard or the United States reserves and has been ordered to active service in time of war or national emergency, resulting in the relocation of the student out of the school district. A school district admitting a student pursuant to N.J.S.A. 18A:38-3.b shall not be obligated for transportation costs.

7. A student over five and under thirteen years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend the school district pursuant to N.J.S.A. 18A:38-7.7 et seq. if the student resides on federal property within the State.

8. In accordance with N.J.S.A. 18A:38-1.1, a student who is not considered homeless under N.J.S.A. 18A:7B-12 and who moves to a new school district during the academic year as a result of a family crisis shall be permitted to remain enrolled in the original school district of residence for the remainder of the school year without the payment of tuition. A student attending an academic program during the summer, who is otherwise eligible except for the timing of the move, shall be permitted to remain in the school district for the remainder of the summer program if it is considered an extension of the preceding academic year.

   a. For purposes of N.J.A.C. 6A:22-3.2(h) ~~and~~ Policy 5111, and this Regulation, "family crisis" shall include, but not be limited to:

      (1) An instance of abuse such as domestic violence or sexual abuse;

      (2) A disruption to the family unit caused by death of a parent or guardian; or

      (3) An unplanned displacement from the original residence such as fire, flood, hurricane, or other circumstances that render the residence uninhabitable.

b. Upon notification of the move by the parent or guardian, the original school district of residence shall allow the student to continue attendance and shall provide transportation services to and from the student's new domicile in accordance with N.J.S.A. 18A:39-1. The original school district of residence may request form the parent or guardian and may review supporting documentation about the reason(s) for the move; however, any such review shall not interrupt the student's continued enrollment in the school district and in the current school of attendance with the provision of transportation.

(1) Examples of documentation include, but are not limited to, newspaper articles, insurance claims, police or fire reports, notes from health professionals, custody agreements, or any other legal document.

c. If the parent or guardian or the relevant documentation indicates the child is homeless pursuant to N.J.S.A. 18A:78B-12, the school district liaison shall assume the coordination of enrollment procedures pursuant to N.J.A.C. 6A:17-2.5 and the student shall not be eligible for enrollment under N.J.S.A. 18A:38-1.1.

d. If the original school district of residence determines the situation does not meet the family crisis criteria outlines in C.8.a. above, the Superintendent or designee shall notify the parent or guardian in writing. The notification shall inform the parent of guardian of their right to appeal the decision within twenty-one calendar days of the parent's or guardian's receipt of the notification, and shall state that if such appeal is denied, the parent or guardian may be assessed the costs for transportation provided to the new residence during the period of ineligible attendance. It shall also state whether the parent or guardian is required to withdraw the student by the end of the twenty-one day appeal period in the absence of an appeal.

(1) The parent or guardian may appeal by submitted the request in writing with supporting documentation to the Executive County Superintendent of the county in which the original school district of residence is situated.

(2) Within thirty calendar days of receiving the request and documentation, the Executive County Superintendent shall issue a determination whether the situation meets the family crisis criteria



at C.8.a. above. The original school district of residence shall continue to enroll the student and provide transportation to the current school of attendance in accordance with N.J.S.A. 18A:39-1 until the determination is issued.

(3) If the Executive County Superintendent determines the situation does not constitute a family crisis, the school district may submit to the Executive County Superintendent for approval the cost of transportation to the ineligible student's new domicile. The Executive County Superintendent shall certify the transportation costs to be assessed to the parent or guardian for the period of ineligible attendance.

e. When the original school district of residence determines the situation constitutes a family crisis pursuant to N.J.S.A. 18A:38-1.1, the Superintendent or designee shall immediately notify the parent or guardian in writing.

(1) When the original school district of residence anticipates the need to apply for reimbursement of transportation costs, it shall send to the Executive County Superintendent a request and documentation of the family crisis for confirmation the situation meets the criteria at C.8.a. above.

(2) Within thirty (30) days of receiving the school district's request and documentation, the Executive County Superintendent shall issue a determination of whether the situation meets the criteria for a family crisis. The original school district of residence shall continue to enroll the student and provide transportation to the current school of attendance in accordance with N.J.S.A. 18A:39-l until the determination if issued, and shall not be reimbursed for additional transportation costs unless the Executive County Superintendent determines the situation is a family crisis or as directed by the Commissioner upon appeal.

f. In providing transportation to students under N.J.S.A. 18A:38-1.1, the Board shall use the most efficient and cost-effective means available and in conformance with all laws governing student transportation.

g. At the conclusion of the fiscal year in which the Executive County Superintendent has determined the situation constitutes a family crisis, the



original school district of residence may apply to the Executive County Superintendent for a reimbursement of eligible costs for transportation services.

(1) Eligible costs shall include transportation for students who are required to be transported pursuant to N.J.S.A. 18A:39-1.

(2) The school district shall provide documentation of the transportation costs of the eligible student(s) to the Executive County Superintendent who shall review and forward the information to the New Jersey Department~~'s~~ of Education's Office of School Facilities and Finance for reimbursement payment(s) to the school district.

(3) Payment to the school district shall be made in the subsequent fiscal year and shall equal the approved cost less the amount of transportation aid received for the student(s).

h. Nothing in N.J.A.C. 6A:22-3.2 shall prevent a parent or school district from appealing the Executive County Superintendent's decision(s) to the Commissioner in accordance with N.J.A.C 6A:3-1.3. If the Commissioner of Education determines the situation is not a family crisis, their decision shall state which of the following shall pay the transportation costs incurred during the appeal process: the State, school district, or parent.

D. Housing and Immigration Status N.J.A.C. 6A:22-3.3

1. A student's eligibility to attend school shall not be affected by the physical condition of an applicant's housing or their compliance with local housing ordinances or terms of lease.

2. Except as set forth in D.2.a. below, immigration/visa status shall not affect eligibility to attend school. Any student over five and under thirteen years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, who is domiciled in the school district or otherwise eligible to attend school in the district pursuant to N.J.A.C. 6:22-3.2



and C, above shall be enrolled without regard to, or inquiry concerning, immigration status.

a. However, the provisions of N.J.S.A. 18A:38-1 and N.J.A.C. 6A:22 shall not apply to students who have obtained or are seeking to obtain a Certificate of Eligibility for Nonimmigrant Student Status (INS Form I-20) from the school district in order to apply to the INS for issuance of a visa for the purpose of limited study on a tuition basis in a United States public secondary school ("F-1 Visa").

3. F-1 Visa Students

The school district is not required to, but may permit the attendance of F-1 Visa students into the school district only with the payment of full tuition and a signed tuition contract. The district may require advance payment of full tuition before providing the requested I-20 Form, in accordance with the provisions of Federal regulation 8 CFR 214.3. A F-1 Visa is granted to a foreign student through an application process that must include, but is not limited to, signed approval by the receiving school district exhibiting the receiving school district will accept the foreign student for enrollment and the foreign student's proof of financial means to pay the full tuition to the receiving school district for the academic year. The host family must be domiciled in the school district and shall submit a request to the Superintendent of Schools with documentation as determined by the Superintendent or designee. A student with a F-1 Visa must be approved by the Board for attendance in the school district. The student's continued attendance in the school district shall be conditioned on a satisfactory attendance and disciplinary record.]

4. J-1 Visa Students

The school district is not required to, but may permit the attendance of J-1 Visa students into the school district. The host family must be domiciled in

the school district and shall submit a request to the Superintendent of Schools with documentation as determined by the Superintendent or designee. A student with a J-1 Visa must be approved by the Board for attendance in the school district and shall not pay tuition. The student's continued attendance in the school district shall be conditioned on a satisfactory attendance and disciplinary record.]

E. Proof of Eligibility – N.J.A.C. 6A:22-3.4

1. The Board of Education shall accept a combination of any of the following or similar forms of documentation from persons attempting to demonstrate a student's eligibility for enrollment in the school district:

a. Property tax bills, deeds, contracts of sale, leases, mortgages, signed letters from landlords and other evidence of property ownership, tenancy or residency;

b. Voter registrations, licenses, permits, financial account information, utility bills, delivery receipts, and other evidence of personal attachment to a particular location;

c. Court orders, State agency agreements and other evidence of court or agency placements or directives;

d. Receipts; bills; cancelled checks; insurance claims or payments; and other evidence of expenditures demonstrating personal attachment to a particular location, to support the student;

e. Medical reports, counselor or social worker assessments, employment documents; unemployment claims; benefit statements, and other evidence of circumstances demonstrating family or economic hardship, or temporary residency;

f. Affidavits, certifications and sworn attestations pertaining to statutory criteria for school attendance, from the parent, legal guardian, person

keeping an "affidavit student," adult student, person(s) with whom a family is living, or others as appropriate;

g. Documents pertaining to military status and assignment; and

h. Any other business record or document issued by a governmental entity.

2. The Board may accept forms of documentation not listed in N.J.A.C. 6A:22-3.4(a) and E.1. above, and shall not exclude from consideration any documentation or information presented by a person seeking to enroll a student.

3. The Board shall consider the totality of information and documentation offered by an applicant, and shall not deny enrollment based on failure to provide a particular form or subset of documents~~,~~ without regard to other evidence presented.

4. The Board district shall not condition enrollment on the receipt of information or documents protected from disclosure by law, or pertaining to criteria that are not a legitimate basis for determining eligibility to attend school. They include but are not limited to:

a. Income tax returns;

b. Documentation or information relating to citizenship or immigration/visa status, except as set forth in N.J.A.C. 6A:22-3.3(b) and D.2. above;

c. Documentation or information relating to compliance with local housing ordinances or conditions of tenancy; and

d. Social security numbers.

5. The Board of Education may consider, in a manner consistent with Federal law, documents or information referenced in N.J.A.C. 6A:22-3.4(d) and E.4 above, or pertinent parts thereof if voluntarily disclosed by the applicant. However, the Board ~~of Education~~ may not, directly or indirectly, require or request such disclosure as an actual or implied condition of enrollment.

6. In the case of a dispute between the school district and the parents or guardians of a student in regard to a student's eligibility to enroll in the school district or to remain enrolled in the school district pursuant to the provisions of N.J.S.A. 18A:38-1, the school district may request from the New Jersey Motor Vehicle Commission the parent or guardian's name and address for use in verifying a student's eligibility for enrollment in the school district.

F~~G~~. Registration Forms and Procedures for Initial Assessment – N.J.A.C. 6A:22-4.1

1. The Board of Education shall use Commissioner-provided registration forms pursuant to N.J.A.C. 6A:22-4.1(a), or locally developed forms that:

   a. Are consistent with the forms provided by the Commissioner – provided forms;

   b. Do not seek information prohibited by N.J.A.C. 6A:22 or any other provision of statute or rule;

   c. Summarize, for the applicant's reference, the criteria for attendance set forth in N.J.S.A. 18A:38-1, and specify the nature and form of any sworn statements to be filed;

   d. Clearly state the purpose for which the requested information is being sought in relation to the criteria; and

   e. Notify applicants that an initial eligibility determination is subject to a more thorough review and evaluation and that for an assessment of tuition is possible if an initially admitted applicant is later found ineligible.

2. The Board shall make available sufficient numbers of registration forms and trained registration staff ensure prompt eligibility determinations and enrollment. Enrollment applications may be taken by appointment, but appointments shall be promptly scheduled and shall not unduly defer a student's attendance at school.

   a. If the school district uses separate forms for affidavit student applications rather than a single application form for all types of enrollment, affidavit student forms shall comply in all respects N.J.A.C. 6A:22-4.1(a) and G.1. above. When affidavit student forms are used, the school district shall provide them to any person attempting to register a

student of whom they are he or she is not the parent(s) or legal guardian(s), even if not specifically requested.

(1) The Board or its agents shall not demand or suggest that guardianship or custody must be obtained before enrollment will be considered for a student living with a person other than the parent or guardian, since such student may qualify as an affidavit student.

(2) The Board or its agents shall not demand or suggest that an applicant seeking to enroll a student of whom the applicant has guardianship or custody produce affidavit student proofs.

b. The district level administrator designated by the Superintendent shall be clearly identified to applicants and available to assist persons who experience difficulties with the enrollment process.

3. Initial eligibility determinations shall be made upon presentation of an enrollment application, and enrollment shall take place immediately except in cases of clear, uncontested denials.

a. Enrollment shall take place immediately when an applicant has provided incomplete, unclear or questionable information, but the applicant shall be notified that the student will be removed from the school district if defects in the application are not corrected, or an appeal is not filed, in accordance with subsequent notice to be provided pursuant to N.J.A.C. 6A:22-4.2 and G. below.

b. When a student appears ineligible based on information provided in the initial application, the school district shall issue a preliminary written notice of ineligibility, including an explanation of the right to appeal to the Commissioner of Education. Enrollment shall take place immediately if the applicant clearly indicates disagreement with the school district's determination and an intent to appeal to the Commissioner.

(1) An applicant whose student is enrolled pursuant to N.J.A.C. 6A:22-4.1(c)2.i. and F.3.b. above shall be notified that the student will be removed, without a hearing before the Board, if no appeal is filed within the twenty-one day period established by N.J.S.A. 18A:38-1.



4. When enrollment is denied and no intent to appeal is indicated, applicants shall be advised that they shall comply with compulsory education laws. When the student is between the ages of six and sixteen, applicants also shall be asked to complete a written statement indicating the student will be attending school in another school district or a nonpublic school, or receiving instruction elsewhere than at a school pursuant to N.J.S.A. 18A:38-25. In the absence of the applicant's ~~this~~ written statement that the student will be attending school in another school district or nonpublic school, or receiving instruction elsewhere than at a school, designated staff shall report to the school district of actual domicile or residence, or the Department of Children and Families a potential instance of "neglect" for purposes of ensuring compliance with compulsory education laws, N.J.S.A. 9:6-1. Staff shall provide the school district or the Department of Children and Families~~,~~ with the student's name, the name(s) of the parent/guardian/resident, and the student's address to the extent known. Staff shall also indicate that admission to the district has been denied based on residency or domicile, and that there is no evidence of intent to arrange for the child to attend school or receive instruction elsewhere.

5. Enrollment or attendance in the school district shall not be conditioned on advance payment of tuition in whole or part when enrollment is denied and an intent to appeal is indicated, or when enrollment is provisional and subject to further review or information.

6. The Board shall ensure the registration process identifies information suggesting an applicant may be homeless so procedures may be implemented in accordance with N.J.A.C. 6A:17-2 - Education of Homeless Children.

7. Enrollment or attendance in the school district shall not be denied based upon absence of a certified copy of the student's birth certificate or other proof of their identity as required within thirty days of initial enrollment pursuant to N.J.S.A. 18A: 36-25.1.

8. Enrollment in the school district shall not be denied based upon the absence of student medical information. However, actual attendance at school may be deferred until the student complies with student immunization rules set forth in N.J.A.C. 8:57-4.

9. When enrollment in the school district, attendance at school, or the receipt of educational services in the regular education program appears inappropriate, the student shall not be denied based upon the absence of a student's prior educational record. However, the applicant shall be advised the student's initial educational placement may be subject to revision upon the school district's receipt of records or further assessment of the student.

G. Notice of Ineligibility – N.J.A.C. 6A:22-4.2

1. When a student is found ineligible to attend the schools district pursuant to N.J.A.C. 6A:22, Policy 5111, and this Regulation or the student's initial application is found to be deficient upon subsequent review or investigation, the school district shall immediately provide notice to the applicant that is consistent with Commissioner-provided sample form(s) and meets the requirements of N.J.A.C.6A:22-4.2 and F. above and H. below et seq.

   a. Notices shall be in writing, in English and in the native language of the applicant, issued by the Superintendent and directed to the address at which the applicant claims to reside.

2. Notices of ineligibility shall include:

   a. In cases of denial, a clear description of the specific basis on which the determination of ineligibility was made,

      (1) The description shall be sufficient to allow the applicant to understand the basis for the decision and determine whether to appeal; and

      (2) The description shall identify the specific subsection of N.J.S.A. 18A:38-1 under which the application was decided;

   b. In cases of provisional eligibility, a clear description of the missing documents or information that still must be provided before a final eligibility status can be attained under the applicable provision of N.J.S.A. 18A:38-1;

   c. A clear statement of the applicant's right to appeal to the Commissioner of Education within twenty-one days of the notice date, along with an informational document provided by the Commissioner describing how to file an appeal;

   d. A clear statement of the student's right to attend school for the twenty-one day period during which an appeal can be made to the Commissioner. It also shall state the student will not be permitted to attend school beyond the twenty-first day following the notice date if missing information is not provided or an appeal is not filed;

e. A clear statement of the student's right to continue attending school while an appeal to the Commissioner is pending;

f. A clear statement that, if an appeal is filed with the Commissioner and the applicant does not sustain the burden of demonstrating the student's right to attend the school district, or the applicant withdraws the appeal, fails to prosecute or abandons the appeal by any means other than settlement, the applicant may be assessed, by order of the Commissioner enforceable in Superior Court, tuition for any period of ineligible attendance, including the initial twenty-one day period and the period during which the appeal was pending before the Commissioner;

g. A clear statement of the approximate rate of tuition, pursuant to N.J.A.C. 6A:22-6.3, J.2. and J.3. below, that an applicant may be assessed for the year at issue if the applicant does not prevail on appeal, or elects not to appeal;

(1) If removal is based on the student's move from the school district, the notice of ineligibility shall also provide information as to whether district Policy permits continued attendance, with or without tuition, for students who move from the school district during the school year.

h. The name of a contact person in the school district who can assist in explaining the notice's contents; and

i. When no appeal is filed, notice that the parent or guardian shall still comply with compulsory education laws. In the absence of a written statement from the parent or guardian that the student will be attending school in another school district or nonpublic school, or receiving instruction elsewhere than at a school, school district staff shall notify the school district of actual domicile/residence, or the Department of Children and Families of a potential instance of "neglect" pursuant to N.J.S.A. 9:6-1. For purposes of facilitating enforcement of the State compulsory education requirement (N.J.S.A. 18A:38-25), staff shall provide the student's name, the name(s) of the parent/guardian/resident, address to the extend known, denial of admission based on residency or domicile, and absence of evidence of intent to attend school or receive instruction elsewhere.



H. Removal of Currently Enrolled Students – N.J.A.C. 6A:22-4.3

1. Nothing in N.J.A.C. 6A:22-4, Policy 5111, and this Regulation shall preclude the Board of Education from identifying through further investigation or periodic requests for revalidation of eligibility, students enrolled in the district who may be ineligible for continued attendance due to error in initial assessment, changed circumstances or newly discovered information.

2. When a student who is enrolled and attending school based on an initial eligibility determination, is later determined to be ineligible for continued attendance, the Superintendent may apply to the Board for the student's removal.

   a. The Superintendent shall issue a preliminary notice of ineligibility meeting the requirements of N.J.A.C. 6A:22-4.2 and G. above. However, the notice shall also provide for a hearing before the Board prior to a final decision on removal.

3. No student shall be removed from school unless the parent, guardian, adult student or resident keeping an "affidavit student," has been informed of their entitlement to a hearing before the Board.

4. Once the hearing is held, or if the parent, guardian, adult student or resident keeping an "affidavit student," does not respond within the designated time frame to the Superintendent's notice or appear for the hearing, the Board shall make a prompt determination of the student's eligibility and shall immediately provide notice in accordance with N.J.A.C. 6A:22-4.2 and G. above.

5. Hearings required pursuant to N.J.A.C. 6A:22-4.3 may be conducted by the full Board or a Board committee, at the discretion of the full Board. If the hearing is conducted by a Board Committee, the Committee shall make a recommendation to the full Board for action. However, no student shall be removed except by vote of the Board taken at a meeting duly convened and conducted pursuant to N.J.S.A. 10:4-6 et seq., the Open Public Meetings Act.

I. Appeal to the Commissioner – N.J.A.C. 6A:22-5.1

1. An applicant may appeal to the Commissioner of Education a school district determination that a student is ineligible to attend its schools. Appeals shall be initiated by petition, which shall be filed in accordance with N.J.S.A. 18A:38-1



and N.J.A.C. 6A:3-8.1 et seq. and shall proceed as a contested case pursuant to N.J.A.C. 6A:3.

a. Pursuant to N.J.S.A. 18A:38-1.b(1), appeals of affidavit student ineligibility determinations shall be filed by the resident keeping the student.

J. Assessment and Calculation of Tuition – N.J.A.C. 6A:22-6

1. If no appeal to the Commissioner is filed by the parent, guardian, adult student, or school district resident keeping an affidavit student following notice of an ineligibility determination, the Board may assess tuition for up to one year of a student's ineligible attendance, including the twenty-one day period provided by N.J.S.A. 18A:38-1 for appeal to the Commissioner.

a. If the responsible party does not pay the tuition assessment, the Board may petition the Commissioner pursuant to N.J.A.C. 6A:3 for assessing tuition, enforceable in accordance with N.J.S.A. 2A:58-10 through recording, upon request of the Board pursuant to N.J.A.C. 6A:3-12, on the judgment docket of the Superior Court, Law Division.

2. If an appeal to the Commissioner is filed by the parent, guardian, adult student, or school district resident keeping an "affidavit student and the petitioner does not sustain the burden of demonstrating the student's right to attend the schools district, or the petitioner withdraws the appeal, fails to prosecute or abandons the appeal by any means other than settlement agreeing to waive or reduce tuition, the Commissioner may assess tuition for the period during which the hearing and decision on appeal were pending, and for up to one year of a student's ineligible attendance in a school district prior to the appeal's filing and including the twenty-one day period to file an appeal.

a. Upon the Commissioner's finding that an appeal has been abandoned, the Board may remove the student from school and seek tuition for up to one year the period of ineligible attendance pursuant to N.J.A. C. 6A:22-6.1(a) and J.1. above plus the period of ineligible attendance after the appeal was filed. If the record of the appeal includes a calculation reflecting the tuition rate(s) of tuition for the year(s) at issue, the per diem rate of tuition for the current year, and the date on which the student's ineligibility began, the Commissioner may order payment of tuition as part of their decision. In doing so, the Commissioner shall consider whether the ineligible attendance was due to the school district's error. If



the record does not include such a calculation and the Board has filed a counterclaim for tuition, the counterclaim shall proceed to the hearing notwithstanding that the petition has been abandoned.

b. An order of the Commissioner assessing tuition is enforceable through recording, upon request of the Board pursuant to N.J.A.C. 6A:3-12, on the judgment docket of the Superior Court, Law Division, in accordance with N.J.S.A. 2A:58-10.

3. Tuition assessed pursuant to the provisions of N.J.A.C. 6A:22-6 shall be calculated on a per student basis for the period of a student's ineligible enrollment, up to one year, by applicable grade/program category and consistent with the provisions of N.J.A.C. 6A:23A-17.1. The individual student's record of daily attendance shall not affect the calculation.

4. Nothing in N.J.A.C. 6A:22, Policy 5111, and this Regulation shall preclude an equitable determination, by the Board or the Commissioner that tuition shall not be assessed for all or part of any period of a student's ineligible attendance in the school district when the particular circumstances of a matter so warrant. In making the determination, the Board ~~of Education~~ or commissioner shall consider whether the ineligible attendance was due to the school district's error.

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R 5116 EDUCATION OF HOMELESS CHILDREN AND YOUTHS

A. Definitions N.J.A.C. 6A:17-1.2

1. "Best interest determination" means the school placement decision made by Division of Child Protection and Permanency (DCP&P) based on the factors considered, as set forth at N.J.S.A. 30:4C-26b.

2. "Career or technical education" or "CTE" means as defined in N.J.A.C. 6A:19-1.2.

3. "DCP&P" means the Division of Child Protection and Permanency, which is a division in the New Jersey Department of Children and Families (DCF) that is responsible for the placement of children in resource family care, pursuant to N.J.S.A. 30:4C-26b.

4. "Educational stability school district notification" means the notification provided by DCP&P to the school district, pursuant to N.J.S.A. 30:4C-26b.h.

5. "Enroll" or "enrollment" means attending classes and participating fully in school activities.

6. "Homeless child" means a child or youth who lacks a fixed, regular, and adequate residence, pursuant to N.J.S.A. 18A:7B-12, N.J.A.C. 6A:17-2.2, and B. below.

7. "Immediate" or "immediately" means at the instant the need for placement is made known.

8. "Parent" means the natural or adoptive parent, legal guardian, resource family care parent, surrogate parent, or person acting in the place of a parent, such as the person with whom the child legally resides or a person legally responsible for the child's welfare.

9. "Point of contact" means the employee identified in each school district who facilitates all activities needed to ensure enrollment and attendance of children in resource family care.

10. "Resource family care" means twenty-four-hour substitute care for children placed away from their parent(s) and for whom DCP&P has placement and care responsibility. The term is synonymous with "foster care" as defined in the Federal Elementary and Secondary Education Act (ESEA), as reauthorized by the Every Student Succeeds Act (ESSA), and includes "resource family home" found elsewhere in the New Jersey Administrative Code and in the New Jersey Statutes Annotated.

11. "School district liaison for the education of homeless children and youths" means the person identified in each school district who facilitates all activities needed to ensure the enrollment and attendance of homeless children and youths.

12. "School district of residence" for a homeless child or youth means the school district in which the parent of a homeless child or youth resided prior to becoming homeless. It may not be the school district in which the student currently resides. This term is synonymous with "school district or origin" referenced in the McKinney-Vento Homeless Education Assistance Act. "School district of residence" for a student in a State facility means the school district in which the parent with whom the student lived prior to placement in a State facility currently resides, pursuant to N.J.S.A. 18A:7B-12.b. In the case of a child placed in resource family care prior to September 9, 2010, in accordance with N.J.S.A. 18A:7B-12, the "school district of residence" means the school district in which the resource family care parent(s) resides. In the case of a child placed in resource family care on or after September 9, 2010, in accordance with N.J.S.A. 18A:7B-12, the "school district of resident" means the present school district of residence of the parent(s) with whom the child lived prior to the most recent placement in resource family care.

13. "School of origin" for a child in resource family care means the school district in which a child was enrolled prior to a change in the child's care, custody, or guardianship. If a child's resource family care placement changes, the school or origin would then be considered the school district in which the child is enrolled at the time of the placement change.

14. "State agency" means the New Jersey Department of Human Services, the New Jersey Department of Correction, the New Jersey Department of Children and Families, or the New Jersey Juvenile Justice Commission.

15. "State facility" means residential and day programs operated by, contracted with, or specified by the New Jersey Department of Human Services, the New Jersey Department of Correction, the New Jersey Department of Children and Families, or the New Jersey Juvenile Justice Commission.

16. "Transitional living facility" means a temporary facility that provides housing to a child due to domestic violence, pursuant to N.J.S.A. 18A:7B-12.1.

17. "Unaccompanied youth" means a youth not in the physical custody of a parent at the time of enrollment.

B. Determination of Homelessness ~~(~~N.N.A.C. 6A:17-2.2~~)~~

1. The Board of Education for the school district of residence shall determine that a child or youth is homeless for the purposes of N.J.A.C. 6A:17-2, Policy 5116, and this Regulation when the child or youth ~~he or she~~ resides in any of the following:

   a. A publicly or privately operated shelter designed to provide temporary living accommodations, including: hotels or motels; congregate shelters, including domestic violence and runaway shelters; transitional housing; and homes for adolescent mothers.

   b. A public or private place not designated for or ordinarily used as a regular sleeping accommodation, including: cars or other vehicles including mobile homes; tents or other temporary shelters; parks; abandoned buildings; bus or train stations; or temporary shelters provided to migrant workers and their children on farm sites.

c. The residence of relatives or friends where the homeless child or youth resides out of necessity because their family lacks a regular or permanent residence of its own;

d. Substandard housing; or

e. Any temporary location wherein children and youth are awaiting foster care placement.

C. Responsibilities of the School District of Residence N.J.A.C. 6A:17-2.3

1. The school district of residence for a homeless child or youth shall be ~~is~~ responsible for the education of the child and shall:

a. Determine the school district in which the child shall be enrolled after consulting with the parent pursuant to N.J.A.C. 6A:17-2.5 and E. below;

b. Pay the cost of tuition pursuant to N.J.S.A 18A:38-19, when the child attends school in another school district; and

c. Provide for transportation for the child pursuant to N.J.A.C. 6A:27-6.2.

2. The determination of the homeless child's or youth's school district of residence shall be made by the Superintendent of the school district of residence pursuant to N.J.A.C. 6A:17-2.4 and D. below based upon information received from the parent, a shelter provider, another school district, or an involved agency.

3. The school district identified in accordance with N.J.S.A. 18A:7B-12 as the school district of residence for a homeless child or youth shall be the school district of residence until the parent establishes a permanent residence. Financial responsibility will remain with the homeless child's school district of residence until the family is deemed domiciled in another jurisdiction, pursuant to N.J.S.A. 18A:38-1.d.

D. Designation of school District Liaisons and Their Responsibilities -N.J.A.C. 6A:17-2.4

1. The Superintendent identifies the designated Building Principal as the school district liaison for the education of homeless children or youths. The school district liaison shall:

a. Facilitate communication and cooperation between the school district of residence and the school district where the homeless child or youth resides;

b. Develop procedures to ensure a homeless child or youth residing in the school district is enrolled and attending school pursuant to N.J.A.C. 6A:17-2.5 and E. below;

c. Ensure homeless families, children and youth receive educational services for which they are eligible, including Head Start programs, preschool programs administered by the Board, and referrals to health care, dental, mental health and other appropriate services;

d. Inform parents of homeless children and youth of the educational and related opportunities available to their children and ensure that parents are provided with meaningful opportunities to participate in the education of their children;

e. Ensure that public notice of educational rights of homeless children and youth is disseminated where such children receive services, such as schools, family shelters and soup kitchens;

f. Ensure enrollment disputes are resolved pursuant to N.J.A.C. 6A:17-2.7 and G. below;

g. Ensure the parent of a homeless child or youth, or any unaccompanied youth, is fully informed of all transportation services, including transportation to the school district of residence, and is assisted in accessing transportation to the school selected under N.J.A.C. 6A:17-2.5 and E. below;

h. Assist the parent to obtain the homeless child's or youth's medical records or required immunizations; and

i. Assist an unaccompanied youth to ensure he or she is enrolled and is receiving all services pursuant to N.J.A.C. 6A:17.

2. When a homeless child or youth resides in a school district, the school district liaison shall notify the liaison of the school district of residence within twenty-four hours–receiving notification from the parent, a shelter director, or an involved agency.

3. Upon notification of the need for enrollment of a homeless child or youth, the liaison in the school district of residence shall coordinate enrollment procedures immediately based upon the best interest of the child pursuant to N.J.A.C. 6A:17-2.5(b) and E.2. below.

E. School District Enrollment (N.J.A.C. 6A:17-2.5)

1. The Superintendent of the school district of residence or designee shall decide in which school district the homeless child or youth will be enrolled as follows:

   a. Enroll the homeless child or youth in the school district of residence to the extent feasible, except when doing so is contrary to the wishes of the homeless child's or youth's parent;

   b. Continue the homeless child's or youth's education in the school district of last attendance if it is not the school district of residence; or

   c. Enroll the homeless child in the school district where the child resides.

2. The Superintendent of the school district of residence or designee shall decide the school district of enrollment of a homeless child or youth based on what is determined to be in the best interest of the child or youth after considering:

   a. The enrollment of the homeless child or youth in the school district of residence to the extent feasible, except when doing so is contrary to the wishes of the child's or youth's parent.

   b. The continuity of the child's educational program;

   c. The eligibility of the child or youth for special instructional programs, including but not limited to bilingual, gifted and talented, special education, early childhood, and career and technical education programs; and

   d. The distance, travel time, and safety factors in coordinating transportation services from the temporary residence to the school.

3. The Superintendent of the school district of residence or designee shall determine the child's or youth's school district of enrollment immediately after consultation with the parent. The school district of residence shall adhere to the following procedures:

a. Enrollment decisions shall be made immediately upon notification of the need for enrollment. When the decision is made, the child or youth shall ~~will~~ be enrolled immediately. If a dispute arises regarding enrollment of a homeless child or youth, the homeless child or youth shall be immediately enrolled in the school district in which enrollment is sought by the parent, pending resolution of the dispute pursuant to N.J.A.C. 6A:17-2.7 and G. below.

b. Consultation with the parent regarding the enrollment decision and the right to appeal the decision shall be documented in writing.

c. A decision to enroll a homeless child or youth in a school district other than the school district of residence or the school district requested by the parent shall be explained in writing and provided to the parent.

4. When a decision is made to enroll the child or youth in a school district other than the school district of residence, the Superintendent or designee of the school district of residence shall forward to the new school district all relevant school and health records consistent with the provisions of N.J.A.C. 6A:32, School District Operations.

5. When a homeless child or youth with a disability is enrolled in a school district other than the school district of residence, the school district of enrollment shall treat the student as a transfer student pursuant to N.J.A.C. 6A:14, Special Education

6. When the school district of residence for a homeless child or youth cannot be determined, the Superintendent or designee of the school district in which the child or youth currently resides shall enroll the child or youth immediately in the school district of the current residence or the school district of last attendance.

7. The school district selected pursuant to N.J.A.C. 6A:17-2, Policy 5116, and this Regulation shall immediately enroll the homeless child or youth, even if the child or youth is unable to produce records normally required for enrollment such as previous academic records, medical records, proof of residency or other documentation.

8. Enrollment in the school district of residence~~,~~ enrollment in the school district of last attendance if not the school district of residence~~,~~ enrollment in the school district where the child resides shall continue for the duration of homelessness, including when a family becomes homeless between academic years, and also for

the remainder of the academic year if the homeless child becomes permanently housed during the academic year.

F. Parental Rights (N.J.A.C. 6A:17-2.6)

1. Unless parental rights have been terminated by a court of competent jurisdiction, the parent retains all rights under N.J.A.C. 6A:17-2, Policy 5116, and this Regulation

G. Disputes and Appeals - ~~(~~N.J.A.C. 6A:17-2.7~~)~~

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

2. When a school district designated as the school district of residence disputes its designation as the school district of residence, or where no designation can be agreed upon by the involved school districts, the Superintendent(s) or designee(s) of the involved school districts shall immediately notify the Executive County Superintendent. The Executive County Superintendent shall make a determination immediately, if possible, but no later than within forty-eight hours and, when necessary, in consultation with the NJDOE's Homeless Education Coordinator, or the Coordinator's designee.

   a. If the dispute regarding determination of the school district of residence does not involve he determination of homelessness and/or school district of enrollment, the school district disputing the Executive County Superintendent's determination may appeal to the NJDOE pursuant to N.J.A.C. 6A:23A-19.2(d), (e), and (f) , and request a determination from the Division of Finance.

b. If an appeal of a determination of the school district or residence also includes an appeal of the determination of homelessness and/or school district of enrollment, the appeal shall be submitted to the Commissioner pursuant to N.J.A.C. 6A:3, Controversies and Disputes.

3. Any dispute or appeal shall not delay the homeless child's or youth's immediate enrollment or continued enrollment in the school district. The homeless child or youth shall be

4. Any dispute or appeal shall not delay the homeless child's or youth's immediate enrollment or continued enrollment in the school district. The homeless child or youth shall be enrolled in the school district in which enrollment or continued enrollment is sought by the parent, shall pending resolution of the dispute or appeal.

5. Disputes and appeals involving the services provided to a homeless child or youth with a disability shall be made pursuant to N.J.A.C. 6A:14.

H. Tuition (N.J.A.C. 6A:17-2.8)

1. When the homeless child or youth is enrolled in a school district other than the school district of residence, the district of residence shall pay to the school district of enrollment the tuition costs pursuant to N.J.S.A. 18A:38-19 until the parent establishes a permanent residence or is deemed domiciled in another jurisdiction pursuant to N.J.S.A. 18A:38-1.d. At that time, the school district of residence or the school district in which the parent has been deemed domiciled shall pay tuition to the school district of enrollment.

2. The school district of residence shall list the child on its annual Application for State School Aid (ASSA) pursuant to N.J.S.A. 18A:7F-33 until the parent establishes a permanent residence or is deemed domiciled in another jurisdiction pursuant to N.J.S.A. 18A:38-1.d. At that time, the school district of residence or the school district in which the parent has been deemed domiciled shall list the student on its ASSA.

3. The State shall assume fiscal responsibility for the tuition of the child or youth pursuant to N.J.S.A. 18A:7B-12.1 and shall pay the tuition to the school district in which the child or youth is currently enrolled until the parent establishes a permanent residence or is deemed domiciled in another jurisdiction pursuant to N.J.S.A. 18A:38-1.d, under the following circumstances:

a. If the school district of residence cannot be determined for the homeless child or youth; or

b. If the school district of residence is outside of the State; or

c. If a child or youth resides in a domestic violence shelter, homeless shelter, or transitional living facility located in a school district other than the school district of residence for more than a year during the placement pursuant to N.J.S.A. 18A:7B-12.d and 12.1.

3. ~~(1).~~ When the State assumes fiscal responsibility for the tuition of a homeless child or youth under the circumstances at N.J.A.C. 6A:17-2.8(c) and H.3. above, the State shall pay to the school district in which the child or youth is enrolled the weighted base per student amount calculated pursuant to N.J.S.A. 18A:7F-49, and the appropriate security and special education categorical aids per student pursuant to N.J.S.A. 18A:7F-55 and 56.

Adopted: 26 April 2017
Revised: 12 March 2024

R 5200 ATTENDANCE

A. Attendance Recording

1. School Register (N.J.A.C. 6A:32-8.1)

a. The Board of Education shall carefully and accurately track enrollment and attendance of all students in a manual school register format or in an electronic format of the school district's choosing.

b. The Commissioner of Education will issue and publish on the New Jersey Department's of Education's website (NJDOE) guidance for recording student attendance in all public schools of the State operated by district Boards, except adult high schools.

c. Student attendance shall be recorded in the school register during school hours on each day in session, pursuant to N.J.A.C. 6A:32-8.3. An employee designated by the Superintendent shall keep in the school register, attendance of all students, and shall maintain the attendance records in accordance with N.J.A.C. 6A:32-8 and the guidance issued by the Commissioner in accordance with N.J.A.C. 6A:32-8.1(c) and A.1.b. above.

d. A student who has been placed on home instruction shall have their attendance status recorded on the regular register for the program in which the student is enrolled. The student shall be marked absent for the period beginning the first day the student is unable to attend school and ending the day before the first instructional day at the student's place of confinement. Absences shall not be recorded for the student while on home instruction, provided the hours of instruction are not less than required by N.J.A.C. 6A:14-4.8 and 4.9 and N.J.A.C. 6A:16-10.1 and 10.2. The number of possible days in membership for a student on home instruction shall be the same as for other students in the program in which the student is enrolled.

(1) "Days in membership" means the number of school days in session in which a student is enrolled in accordance with N.J.A.C. 6A:32-2.1. A student's membership begins on the first possible day of attendance following enrollment during

the school year, notwithstanding the actual day the student was recorded as present for the first time.

2. Day in Session (N.J.A.C. 6A:32-8.3)

   a. A day in session shall be a day on which the school is scheduled to provide instruction and students are under the guidance and direction of a teacher(s) engaged in the teaching process. A day on which school is closed for reasons such as holidays and teachers' institutes, or inclement weather not under conditions set forth at N.J.A.C. 6A:32-13, shall not be considered a day in session.

   b. A day in session shall consist of not less than four hours, exclusive of recess and lunch periods, except that one continuous session of two and one-half hours may be considered a full day in Kindergarten.

3. Student Attendance (N.J.A.C. 6A:32-8.4)

   a. For all State attendance submissions, a student shall be recorded as present, absent, or excused for a State-excused absence, pursuant to N.J.A.C. 6A:32-8.4(e) and A.3.e. below, on every day the school is in session after the student enrolls until the date the student is transferred to another school or officially leaves the school district.

   b. A record of attendance of all students shall be kept in accordance with N.J.A.C. 6A:32-8.1(c) and A.1.b. above. The employee designated by the Superintendent shall keep the attendance records according to N.J.A.C. 6A:32-8 and the guidance issued by the Commissioner in accordance with N.J.A.C. 6A:32-8.1(c) and A.1.b. above.

   c. A student enrolled in a school shall be recorded in the school register as present if the student participates in instruction or instruction-related activities for at least half a day in session whether the student is physically on school grounds, at an approved off-grounds location, or in a virtual or remote instruction setting, pursuant to N.J.A.C. 6A:32-13.

   d. A student enrolled in a school who is not participating in instruction or instruction-related activities pursuant to N.J.A.C. 6A:32-8.4(c) and A.3.c. above shall be recorded in the school register as absent, unless the student is recorded as a State-excused absence, pursuant to N.J.A.C. 6A:32-8.4(e) and A.3.e. below.



e. State-excused absences shall be as follows:

(1) Religious observance, pursuant to N.J.S.A. 18A:36-14, 15, and 16.

(a) The Commissioner, with approval of the State Board 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;

(2) Participation in observance of Veterans Day, pursuant to N.J.S.A. 18A:36-13.2;

(3) Participation in district board of election membership activities, pursuant to N.J.S.A. 18A:36-33;

(5) Take Our Children to Work Day and;

(6) Attendance at a civic event, one day per school year for students in grades six through twelve, pursuant to N.J.S.A. 18A:36-33.2.

(7)
(a) "Civic event" means an event sponsored by a government entity, a community-based organization, or a nonprofit organization that incorporates elements of service learning whereby students learn and develop through organized service. A civic event shall address an issue of public concern such as community health and safety or environmental, economic, or community well-being in accordance with N.J.S.A. 18A:36-33.1.

(8)
(b) The parent of a student shall provide a signed written notice of an intended excused absence to attend a civic event at least five school days in advance of the intended excused absence and such other documentation as the Superintendent deems necessary to prove that the student meets the requirements for an excused absence pursuant to N.J.S.A. 18A:36-33.2.b.

f. For absences that do not meet the criteria at N.J.A.C. 6A:32-8.4(e) and A.3.e. above, the Board may adopt policies that establish locally approved

f. or excused absences consistent with N.J.A.C. 6A:16-7.6 for the purposes of expectations and consequences regarding truancy, student conduct, promotion, retention, and the award of course credit. However, an absence designated as excused by the Board pursuant to N.J.A.C. 6A:16-7.6 shall be considered as an absence in the submission to the State for the purpose of chronic absenteeism reporting, as set forth at N.J.A.C. 6A:32-8.6.

4. Average Daily Attendance (N.J.A.C. 6A:32-8.5)

The average daily attendance rate in a district school or program of instruction for a school year shall be the total number of the days present of all enrolled students, divided by the number of days in membership of all enrolled students. The student average daily attendance means the total number of days that a student is present in the school divided by the total possible number of days in session.

5. Absentee and Chronic Absenteeism Rates (N.J.A.C. 6A:32-8.6)

a. A student's absentee rate shall be determined by subtracting the student's total number of days present from the student's days in membership and dividing the result by the student's days in membership.

(1) State-excused absences shall not be included in a student's days in membership for purposes of calculating a student's absentee rate.

b. If a student's absentee rate is equal to or greater than ten percent, the student shall be identified as chronically absent.

c. Each school with ten percent or more of its enrolled students identified as chronically absent shall develop a corrective action plan to improve absenteeism rates. In accordance with N.J.S.A. 18A:38-25.1, the school will annually review and revise the corrective action plan and present the revisions to the Board, until the percentage of students who are chronically absent is less than ten percent.

B. Unexcused Absences That Count Toward Truancy/Excused Absences for Board Policy

1. Notwithstanding the requirement of reporting student absences in the school register for State and Federal reporting purposes, "excused" and "unexcused" student absences for the purpose of expectations and consequences regarding truancy, student conduct, promotion, retention, and the award of course credit is a Board decision outlined in Policy 5200 – Attendance and this Regulation.



2. N.J.A.C. 6A:16-7.6(a)3 requires the Board of Education policies and procedures contain, at a minimum, a definition of unexcused absence that counts toward truancy, student conduct, promotion, retention, and the award of course credit.

   a. "An unexcused absence that counts toward truancy" is a student's absence from school for a full or a portion of a day for any reason that is not an "excused absence" as defined in B.2.b. below.

   b. "An excused absence" is a student's absence from school for a full day or a portion of a day for the observance of a religious holiday pursuant to N.J.S.A. 18A:36-14 through 16, or any absence for the reasons listed below:

      The student's illness supported by notification to the school by the student's parent;

      The student's required attendance in court;

      Where appropriate, when consistent with Individualized Education Programs, the Individuals with Disabilities Act, accommodation plans under 29 U.S.C. §§794 and 705(20), and individualized health care plans;

      The student's suspension from school;

      Family illness or death supported by notification to the school by the student's parent;

      Necessary and unavoidable medical or dental appointments that cannot be scheduled at a time other than the school day;

      Take Our Children to Work Day;

      Religious observance, pursuant to N.J.S.A. 18A:36-14 through 16;

      An absence considered excused by the Commissioner and/or NJDOE rule;

      An absence for a reason not listed above, but deemed excused by the Principal upon a written request by the student's parent stating the reason for the absence and requesting permission for the absence to be an excused absence;

C. Notice to School of a Student's Absence

1. The parent or adult student shall notify the school office before the school day when the student will not be in school. However, notice for attendance at a civic event shall be provided in accordance with the procedure set forth in N.J.S.A. 18A:36-33.2.b. and A.3.e.(7)(b) above.

2. The parent of the student or an adult student who will attend the morning session, but will not attend the afternoon session shall provide notice to the school office before the start of the afternoon session.

3. The parent of a student or an adult student shall notify the school office of a future absence if the absence is foreseeable.

4. In accordance with N.J.S.A. 18A:36-25.6, if a student is determined to be absent from school without valid excuse, and if the reason for the student's absence is unknown to school personnel, the Principal or designee shall immediately attempt to contact the student's parent to notify the parent of the absence and determine the reason for the absence.

D. Readmission to School After an Absence

1. A student returning from an absence of 5 consecutive school days may be required to provide a written statement to the Principal or designee that is dated and signed by the parent or adult student listing the reason for the absence.

2. A student who has been absent by reason of having or being suspected of having a communicable disease may be required to present to the school nurse written evidence of being free of a communicable disease.

3. The Superintendent of Schools or designee may require a student who has been absent from school due to a suspension or other reason concerning the student's conduct to receive a medical examination by a physician regarding the student's physical and/or mental fitness to return to school.

   a. The Superintendent or designee will notify the student's parent of the specific requirements of the medical examination prior to the student's return to school.



E. Instruction

1. Teachers will cooperate in the preparation of home assignments for students who anticipate an absence of five (5) school days due to illness.

2. Students absent for any reason are expected to make up the work missed. The parent or student is responsible for requesting missed assignments and any assistance required. Teachers will provide make-up assignments as necessary.

3. In general, students will be allowed a reasonable amount of time as determined by the teacher to make up the work missed.

4. A student who missed a test or an exam shall be offered an opportunity to take the test, exam, or an appropriate alternate test.

5. A student who anticipates an absence due to a temporary or chronic health condition may be eligible for home instruction in accordance with Policy 2412 2412 – Home Instruction Due to Health Condition. The parent must request home instruction.

F. School District Response To Unexcused Absences During the School Year That Count Toward Truancy (N.J.A.C. 6A:16-7.6(a)4.)

1. For up to four cumulative unexcused absences that count toward truancy, the Principal or designee shall:

   a. Make a reasonable attempt to notify the student's parent of each unexcused absence prior to the start of the following school day;

   b. Make a reasonable attempt to determine the cause of the unexcused absence, including through contact with the student's parent(s);

   c. Identify, in consultation with the student's parents, needed action designed to address patterns of unexcused absences, if any, and to have the child return to school and maintain regular attendance;

   d. Proceed in accordance with the provisions of N.J.S.A. 9:6-1 et seq. and N.J.A.C. 6A:16-11~~10~~, if a potential~~ly~~ missing or abused child situation is detected; and

e. Cooperate with law enforcement and other authorities and agencies, as appropriate;~~.~~

2. For between five and nine cumulative unexcused absences that count toward truancy, the Principal or designee shall:

a. Make a reasonable attempt to notify the student's parent(s) of each unexcused absence prior to the start of the following school day;

b. Make a reasonable attempt to determine the cause of the unexcused absence, including through contact with the student's parent(s);

c. Evaluate the appropriateness of action taken pursuant to N.J.A.C. 6A:16-7.6(a)4.i.(3) and G.1.c. above;

d. Develop an action plan to establish outcomes based upon the student's patterns of unexcused absences and to specify the interventions for supporting the student's return to school and regular attendance, which may include any or all of the following:

(1) Refer or consult with the building's Intervention and Referral Services Team, pursuant to N.J.A.C. 6A:16-8;

(2) Conduct testing, assessments, or evaluations of the student's academic, behavioral, and health needs;

(3) Consider an alternate educational placement;

(4) Make a referral to or coordinate with a community-based social and health provider agency or other community resource;

(5) Refer to a court or court program pursuant to N.J.A.C. 6A:16-7.6(a)4.iv. and G.4. below;

(6) Proceed in accordance with N.J.S.A. 9:6-1 et seq. and N.J.A.C. 6A:16-11, if a potential missing or abused child situation is detected; and

(7) Engage the student's family.

e. Cooperate with law enforcement and other authorities and agencies, as appropriate.

3. For cumulative unexcused absences of ten or more that count toward truancy, a student between the ages of six and sixteen is truant, pursuant to N.J.S.A. 18A:38-25, and the Principal or designee shall:

a. Make a determination regarding the need for a court referral for the truancy, per N.J.A.C. 6A:16-7.6(a)4.iv. and G.4. below;

b. Continue to consult with the parent and the involved agencies to support the student's return to school and regular attendance;

c. Cooperate with law enforcement and other authorities and agencies, as appropriate; and

d. Proceed in accordance with N.J.S.A. 18A:38-28 through 31, Article 3B, Compelling Attendance at School, and other applicable State and Federal statutes, as required.

4. A court referral may be made as follows:

a. When unexcused absences that count toward truancy are determined by school officials to be violations of the compulsory education law, pursuant to N.J.S.A. 18A:38-25, and the Board of Education's policies, in accordance with N.J.A.C. 6A:16-7.6(a), the parent may be referred to Municipal Court;

(1) A written report of the actions the school has taken regarding the student's attendance shall be forwarded to the Municipal Court; or

b. When there is evidence of a juvenile-family crisis, pursuant to N.J.S.A. 2A:4A-22.g, the student may be referred to Superior Court, Chancery Division, Family Part;

(1) A written report of the actions the school has taken regarding the student's attendance shall be forwarded to the Juvenile-Family Crisis Intervention Unit.



5. For a student with a disability, the attendance plan and its punitive and remedial procedures shall be applied, where applicable, in accordance with the student's Individual Education Program (IEP), pursuant to 20 U.S.C. §§1400 et seq., the Individuals with Disabilities Education Act; the procedural protections set forth in N.J.A.C. 6A:14; accommodation plan under 29 U.S.C. §§794 and 705(20); and individualized healthcare plan and individualized emergency healthcare plan, pursuant to N.J.A.C.6A:16-2.3(b) 3.xii.

6. All receiving schools pursuant to N.J.A.C. 6A:14-7.1(a), shall act in accordance with N.J.A.C. 6A:16-7.6(a)4.i. and G.1. above for each student with up to four cumulative unexcused absences that count toward truancy.

   a. For each student attending a receiving school with five or more cumulative unexcused absences that count toward truancy, the absences shall be reported to the sending school district.

      (1) The sending school district shall proceed in accordance with the Board's policies and procedures pursuant to N.J.A.C. 6A:16-7.6(a) and the provisions of N.J.A.C. 6A:16-7.6(a)4.ii. through iv. and G.2. through G.4. above and N.J.A.C. 6A:16-7.6(b) and G.5. above, as appropriate.

H. Discipline

1. No student who is absent from school for observance of a religious holiday may be deprived of any award or of eligibility for or opportunity to compete for any award because of the absence.

2. No student who is absent from school for observance of a religious holiday may be deprived of any award or of eligibility for or opportunity to compete for any award because of the absence.

I. Recording Attendance

1. Teachers must accurately record the students present, tardy, or absent each day in each session or each class. Attendance records must also record students' attendance at out-of-school curricular events such as field trips.

2. A record shall be maintained of each excused absence and each unexcused absence that counts toward truancy as defined in Policy 5200 – Attendance and this Regulation.

3. A student's absence for observance of a religious holiday will not be recorded as such on any transcript or application or employment form.

J. Appeal

1. Students may be subject to appropriate discipline for their school attendance record.

2. A parent of a student or an adult student who has been retained at grade level for excessive absences may appeal that action in accordance with Policy 5410 – Promotion and Retention.

K. Attendance Records

1. Attendance records for the school district and each school will be maintained and attendance rates will be calculated as required by the NJDOE. The school district will comply with all attendance requirements and any improvement plans as required by the NJDOE.

Issued: 15 December 2009
Revised: 5 May 2015
Revised: 7 March 2023
Revised: 13 November 2024

R 5230 LATE ARRIVAL AND EARLY DISMISSAL

A. Definitions

1. "Late arrival" means the arrival of a student after the beginning of the student's school day for an excused purpose. A late arrival is not an instance of tardiness for the purpose of applying Regulation No. 5240.

2 "Early dismissal" means the release of a student from school prior to the end of the student's school day for an excused purpose; "early dismissal" includes the release of a student for a period of time that occurs during the student's school day. An early dismissal is not an absence for the purpose of applying Regulation No. 5200.

3. "Dismissal from class" means a student's brief absence from his/her assigned class for a reason that has been approved in advance. A "dismissal from class" is not a class "cut" for the purpose of applying Regulation No. 5200.

B. Acceptable Excuses

The following circumstances justify a student's late arrival. The list is not meant to be exhaustive, and the Principal should use his/her best judgment in determining whether or not there is good cause for the student's late arrival.

1. The student's disability from illness or injury, including any necessary emergency visits to a physician or dentist;

2. A bona fide family emergency;

3. The observance of a religious holiday;

4. Religious instruction;

5. Family emergency;

6. Medical or dental appointment that cannot be scheduled at a time other than during the school day; and

7. The student's required attendance in court.

C. Late Arrival

1. A student's late arrival in school should be approved in advance.

2. A student who arrives late at school shall report to the Main office and pick up a late arrival permission slip. The permission slip will include the date and the time of the student's arrival. The student will proceed to his/her assigned class and present the permission slip to the teaching staff member in charge, who will verify the date and time.

D. Early Dismissal Generally

1. A student's early dismissal must be approved by the Principal in advance. Except for emergencies, an early dismissal that is not approved in advance will be considered to be an absence.

2. The parent(s) or legal guardian(s) or adult student shall submit a written request for approval of an early dismissal to the Principal. The request must include the reason for the student's early dismissal and a statement of why it is necessary to excuse the student before the end of the student's school day.

3. A student must obtain an approved early dismissal permission slip from the Main office and present the slip to the teaching staff member in charge of the class or activity from which the student is to be dismissed. The permission slip will include the date and time of approved dismissal. The teaching staff member in charge must verify the date and time.

E. Early Dismissal for Illness or Injury

1. A student who suffers a significant illness or injury during the course of the school day will be treated in accordance with Policy and Regulation No. 8441.

2. A student who suffers a minor illness or injury will be sent to the school nurse.

3. If the school nurse determines that a student should be sent home, the student's parent(s) or legal guardian(s) or the responsible adult designated by the parent(s) or legal guardian(s) will be telephoned to pick up the student.

4. No student shall be released from school before the end of the school day except in the presence of the student's parent(s) or legal guardian(s) or an agent of the parent(s) or legal guardian(s).

F. Early Dismissal for Family Emergency

1. A student's parent(s) or legal guardian(s), or caretaker may request the student's early release for a bona fide family emergency. Early dismissal for family emergency must be approved by the Principal.

2. A student will be released to a parent(s) or legal guardian(s) who reports to the school office and explains satisfactorily to the Principal that good and sufficient reason justifies the student's release from school before the end of the student's school day.

3. A student will be released to an agent of the parent(s) or legal guardian(s) provided the parent(s) or legal guardian(s), or a caretaker personally known to the Principal has requested the student's release by:

   a. Written request signed by the parent(s) or legal guardian(s), or caretaker and verified by telephone call to the signer, or

   b. A telephone call that is verified by a return telephone call to the student's residence or, if the call does not originate in the student's home, by interrogation of the caller to test his/her knowledge of specific facts about the student.

4. The Principal shall verify the identity of the agent to whom the student is released by examination of documents or by verification of characteristics supplied by the parent(s) or legal guardian(s), or caretaker.

5. The Principal shall maintain a record of each student's parent(s) or legal guardian(s). The record shall include any legally sufficient notice given the Principal by a parent(s) or legal guardian(s) in sole custody that the noncustodial parent's access to the student has been limited. In the absence of such notice, the Principal shall presume that the student may be released into the care of either parent(s) or legal guardian(s).

Issued: 15 December 2009

R 5240 TARDINESS

A. Definitions

1. A student is tardy to school when the student reports to his/her assigned homeroom after the late bell rings without approval for the delay.

2. A student is tardy to class when the student reports to his/her assigned classroom or other place of instruction after the late bell rings without approval for the delay.

3. A student who is late to school or class for an excused purpose pursuant to Policy No. 5230 is not tardy for the purpose of this regulation.

B. Procedures for Tardy Arrivals

1. A student who is tardy to school must report to the Main office to present a written note explaining the reason for the tardiness. The student must sign in and receive a late pass for admission to class.

2. A student who is tardy to class may be sent by the teacher to the Main office to explain the reason for the tardiness and obtain a late pass for admission to class.

3. No student who arrives at school after attendance has been taken will be admitted to class without a late pass.

Issued: 15 December 2009

R 5300 AUTOMATED EXTERNAL DEFIBRILLATORS (AEDS)

A. Automated External Defibrillator (AED)

1. Every school in the school district shall have an AED as defined in N.J.S.A. 2A:62A-24.

2. For the purposes of this Policy and Regulation, "automated external defibrillator" or "defibrillator" or "AED" means a medical device heart monitor and defibrillator that:

a. Has received approval of its pre-market notification filed pursuant to 21U.S.C.§360(k) from the United States Food and Drug Administration;

b. Is capable of recognizing the presence or absence of ventricular fibrillation or rapid ventricular tachycardia, and is capable of determining, without intervention by an operator, whether defibrillation should be performed; and

c. Upon determining the defibrillation should be performed, automatically charges and requests delivery of an electrical impulse to an individual's heart.

B. Location and Availability of AED

1. The AED shall be made available in an unlocked location on school property with an appropriate identifying sign.

2. The AED shall be accessible during the school day and any other time when a school-sponsored athletic event or team practice is taking place in which students of the school district are participating.

3. The AED shall be within reasonable proximity of the school athletic field or gymnasium, as applicable.

C. Training Requirements of Using an AED

1. A team coach, licensed athletic trainer, or other designated staff member if there is no coach or licensed athletic trainer, who is present during athletic events or

team practices, shall be trained in cardio-pulmonary resuscitation and the use of the AED in accordance with the provisions of N.J.S.A. 2A:62A-25.a.

a. The school district shall be deemed to be in compliance with this requirement if a State-certified emergency services provider or other certified first responder is on site at the event or practice.

2. Prior to using an AED a school employee must have successfully completed and hold a current certification from the American Red Cross, American Heart Association, or other training programs recognized by the Department of health and Senior Services in cardio-pulmonary resuscitation and the use of an AED.

a. The Board of Education shall not be liable for any act or omission of any lay person who uses the defibrillator in the rendering of emergency care.

3 Each AED shall be maintained and tested according to the manufacturer's operational guidelines.

4. The Principal or designee shall notify the appropriate first aid, ambulance, rescue squad or other appropriate emergency medical services provider that the school has acquired an AED, the type acquired, and its location.

5. Prior to purchasing an AED, the Superintendent of Schools or designee will provide the prescribing licensed physician with documentation that the school district has a protocol in place to comply with the requirements of 2., 3., and 4. above.

D. Immunity from Civil Liability

1. Any person who uses an AED shall request emergency medical assistance from the appropriate first aid, ambulance, or rescue squad as soon as practicable. However, a lay person who, in good faith, fails to request such emergency medical assistance shall be immune from civil liability for any personal injury that results from that failure.

2. The school district and its employees shall be immune from civil liability in the acquisition and use of AEDs pursuant to the provisions of N.J.S.A. 2A:62A-27.

a. Any person or entity who, in good faith, acquires or provides an AED, renders emergency care or treatment by the use of an AED, assists in or

supervises the emergency care or treatment by the use of an AED, attempts to use an AED for the purpose of rendering emergency care or treatment, and who has complied with the requirements of Policy and Regulation 5300, N.J.S.A. 18A:40-41.a and b. and N.J.S.A. 2A:62A-23 through 2A:62A-27 shall be immune from civil liability for any personal injury as a result of that care or treatment, or as a result of any acts or omissions by the person or entity in providing, rendering, assisting in, or supervising the emergency care or treatment.

b. A person or entity providing or maintaining an AED shall not be liable for any act or omission involving the use of an AED in the rendering of emergency care by a law person.

3. The immunity provided in 2. Above shall include the prescribing licensed resuscitation and use of the AED.

4. N.J.S.A. 2A:62A-27 shall not immunize a person for any act of gross negligence willful or wanton misconduct to fail to use a defibrillator in the absence of an otherwise preexisting duty to do so.

E. Emergency Action Plan

1. The Superintendent of Schools or designee shall establish and implement an Emergency Action Plan applicable to each school in the district for responding to a sudden cardiac event including, but not limited to, an event in which the use of an AED may be necessary.

a. The Emergency Action Plan shall be consistent with the provisions of N.J.S.A.18A:40-41.a and, at a minimum, shall include a list of no less than five (5) school employees, team coaches, or licensed athletic trainers in each school building who hold current certifications from the American Red Cross, American Heart Association, or other training programs recognized by the Department of Health and Senior Services in cardio-pulmonary resuscitation and in the use of the AED. This list shall be updated, if necessary, at least once in each semester of the school year.

b. The Emergency Action Plan shall also include detailed procedures on responding to a sudden cardiac event including, but not limited to:



(1) The identification of the persons in the school who will be responsible for responding to the person experiencing the sudden cardiac event;

(2) Calling 911;

(3) Starting cardio-pulmonary resuscitation;

(4) Retrieving and using the AED; and

(5) Assisting emergency responders in getting to the individual experiencing the sudden cardiac event.

Issued: 16 September 2014

R 5306 HEALTH SERVICES TO NONPUBLIC SCHOOLS

A. A Board of Education having nonpublic schools within the school district boundaries shall provide nursing services to students enrolled in a nonpublic school pursuant to N.J.S.A. 18A:40-23 et seq. and N.J.A.C. 6A:16-2.5.

1. The school district shall provide services to students who are enrolled full-time.

2. Services shall be made available only to students of a nonpublic school that provided to the Board of Education a report of the type and number of services provided during the previous school year.

3. The provision of nursing services shall include:

   a. Assistance with medical examinations including dental screening;

   b. Screening of hearing;

   c. Maintenance of student health records and notification of local or county health officials of any student who has not been properly immunized; and

   d. Scoliosis examinations of students between the ages of ten and eighteen.

B. The Board of Education shall provide for the extension of emergency care provided to public school students and to full-time nonpublic school students who are injured or become ill at school or during participation on a school team or squad pursuant to N.J.A.C. 6A:16-2.1(a)4.

C. The Board of Education may provide additional services to those required under A. above under the following conditions:

1. Additional medical services may be provided only when all basic nursing services required under A. and B. above have been or will be provided;

2. Additional medical services may include the necessary equipment, materials and services for immunizing from diseases for students who are enrolled full-time in the nonpublic school as required by N.J.A.C. 8:57;

3. Equipment comparable to that used in the school district may be purchased by the school district to loan without charge to the nonpublic school for the purpose of providing services under N.J.A.C. 6A:16-2.5. However, such equipment shall remain the property of the district Board of Education; and

4. Costs of supplies comparable to that used in the school district and transportation costs may be charged to the funds allocated for each participating nonpublic school provided the costs are directly related to the required basic nursing services and the permitted additional medical services.

D. Nursing services shall be provided by a registered nurse licensed in the State of New Jersey who is an employee of the school district, a third-party contractor, or an independent contractor.

E. The nursing services provided to nonpublic school students shall not include instructional services.

F. A nonpublic school may decline nursing services required or permitted under N.J.A.C. 6A:16-2.5 by submitting to the Board of Education notification signed by the Chief School Administrator of the nonpublic school pursuant to N.J.S.A. 18A:40-29.

G. A student who is enrolled in a nonpublic school and whose parent objects to the student receiving any services provided under N.J.A.C. 6A:16-2.5 shall not be compelled to receive the services except for a physical or medical examination to determine whether the student is ill or infected with a communicable disease pursuant to N.J.S.A. 18A:40-30.

H. The Board of Education shall consider the provision of health services based upon the following:

1. The funding for services shall be \based upon the nonpublic school enrollment on the last school day prior to October 16 of the preceding school year;

2. The provision of services shall be only to a student of a nonpublic school that provided to the Board of Education a report of the type and number of services provided during the previous school year; and

3. The funds expended by the Board of Education for administrative costs shall be limited to the actual costs or six percent (6%) of the funds allocated for each participating nonpublic school, whichever is less.

I. The Superintendent or designee shall confer annually with the administrator of the nonpublic school for the following purposes:

1. To advise the nonpublic school of the amount of funds allocated to it by the Department of Education or otherwise made available by the school district for the provision of health services for full-time students enrolled in the nonpublic schools;

2. To agree on the basic health services that shall be provided and the additional medical services that may be provided as set forth in N.J.S.A. 18A:40-23 et seq.;

3. If the Superintendent or designee and the nonpublic school administrator cannot reach agreement regarding the health services and additional medical services to be provided, the County Office of Education shall provide assistance;

4. To assure that each nonpublic school that receives nursing services has a copy of N.J.S.A. 18A:40-23 through 31 and N.J.A.C. 6A:16-2 and

5. To assure that a description of the provision of nursing services is reflected in the school district's Nursing Services Plan.

J. For the purposes of monitoring and recordkeeping, the Board of Education providing health services to nonpublic schools shall submit to the Executive County Superintendent on or before October 1 annually the following information and shall provide a copy to the Chief School Administrator of each nonpublic schools within school district boundaries:

1. A written statement verifying that the required conference was held with the nonpublic school;

2. A copy of the contract with another agency to provide services, if applicable, and approved minutes of the Board of Education meeting approving the contract that describes the methods by which the health services will be provided to nonpublic school students for the ensuing year, including a rationale for the distribution of funds; and

3. A description of the type and number of services that were provided during the previous school year on a Commissioner of Education approved form.

Issued: 5 May 2015

R 5308 STUDENT HEALTH RECORDS

Student health records shall be maintained for each student pursuant to N.J.A.C. 6A:16-2.4. Maintenance and security of student health records shall be in accordance with N.J.A.C. 6A:32-7.4.

A. Mandated Student Health Records

1. The district shall maintain for each student, pursuant to N.J.A.C. 6A:32, a student health record that includes the following mandated records:

   a. Findings of health histories, medical examinations, and health screenings pursuant to N.J.A.C. 6A:16-2.2 and 4.3; and

   b. Documentation of immunizations against communicable diseases or exemption from these immunizations pursuant to N.J.A.C. 8:57-4.1, 4.3 and 4.4.

2. The district will document the findings of student health histories, health screenings, and required medical examinations that are relevant to school participation on the student's health record using a form approved by the Commissioner of Education.

B. Maintenance and Security of Student Health Records

1. The school district shall maintain student health records in accordance with N.J.A.C. 6A:32-7.4 as follows:

   a. Student health records may be stored electronically or in paper format.

      (1) When student health records are stored electronically, proper security and backup procedures shall be administered;

   b. Student health records, whether stored on paper or electronically, shall be maintained in accordance with N.J.A.C. 6A:32-7.1 (I)

(1) Student health records shall be maintained separately from other student records. Student health records also shall be maintained in accordance with the requirements of N.J.A.C. 6A:32-7 until such time as graduation or termination from the district, whereupon the health history and immunization record shall be removed from the student's health record and placed in the student's mandated record.

c. Student health records shall be accessible during the hours in which the school program is in operation

C. Transferring Student Health Records

1. The school district shall ensure compliance with the requirements of N.J.A.C. 6A:32-7 – Student Records and Policy and Regulation 8330 when transferring student health records:

D. Restrictions for Sharing Student Health Information

1. Any Board of Education employee with knowledge of, or access to, the following health information shall comply with restrictions for sharing information as required by Federal and State statutes and regulations.

a. Information that identifies a student as having HIV infection or AIDS shall be shared only with prior written informed consent of the student age twelve or greater, or of the student's parent as required by N.J.S.A. 26:5C-1 et seq. and only for the purpose of determining an appropriate educational program for the student.

b. Information obtained by the school's alcohol and other drug program that ~~which~~ would identify the student as an alcohol or other drug user may be disclosed only for those purposes and under ~~those~~ conditions permitted by 42 CFR Part 2.

c. Information provided by a secondary school student while participating in a school-based alcohol or other drug counseling program that indicates a parent, ~~guardian~~, or other person residing in the student's household is



dependent upon or illegally using a substance shall be shared only for those purposes and conditions permitted by N.J.S.A. 18A:40A-7.1.

E. Access to Student Health Records

1. Access to and disclosure of information in the student's health record shall meet the requirements of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and 34 CFR Part 99, as amended and supplemented, and N.J.A.C. 6A:32-7 et seq., Student Records.

2. The school district shall provide access to the student health records to licensed medical personnel~~,~~ not holding educational certification, who are working under contract with or as employees of the school district only to the extent necessary to enable the licensed medical personnel to perform their duties.

   a. Secretarial or clerical personnel under the supervision of the certified school nurse shall be permitted access to those portions of the student's health record necessary for entry and recording of data and for conducting routine clerical tasks as outlined in N.J.S.A. 18A:40-3.4 and N.J.A.C. 6A:32-7.5.

Nothing in N.J.A.C. 6A:16-2.5 or in Policy 5308 and this Regulation shall be construed to prohibit school personnel from disclosing to students or adults in connection with an emergency the information contained in the student health record, if the release is necessary to protect the immediate health or safety of the student or other persons pursuant to N.J.A.C. 6A:32-7.54.

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R 5310 HEALTH SERVICES

A. Definitions – N.J.A.C. 6A:16-1.3

1. Advanced practice nurse (APN) – means a person who holds a current license as either an advanced practice or a nurse practitioner/clinical nurse specialist from the State Board of Nursing.

2. 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 Endorsement, school nurse or school nurse/non-instructional endorsement from the Department of Education pursuant to N.J.A.C. 6A:9B-1.3 and 1.4.

3. Medical home – means a health care provider and that provider, including New Jersey Family Care providers as defined by N.J.S.A. 30:4J-12 and the provider's practice site chosen by the student's parent for the provision of health care.

4. Noncertified nurse – means a person who holds a current license as a professional nurse from the State Board of Nursing and is employed by a Board of Education ~~or nonpublic school~~, and who is not certified as a school nurse by the Department of Education.

5. Parent – means the natural parent(s), adoptive parent(s), legal guardian(s), resource family parent(s), or surrogate of a student. When parents are separated or divorced, "parent" means the person or agency who has legal custody of the student, as well as the natural or adoptive parent(s) of the student, provided parental rights have not been terminated by a court of appropriate jurisdiction.

6. Physical examination – means the examination of the body by a professional licensed to practice medicine or osteopathy or an advanced practice nurse, or physician assistant. The term includes specific procedures required by statute as stated in N.J.A.C. 6A:16-2.2.

7. Physician assistant (PA) – means a health care professional licensed to practice medicine with physician supervision.

8. School physician – means a physician currently licensed by the New Jersey Board of Medical Examiners in medicine or osteopathy whose training and scope of practice includes child and adolescent health and development. The physician is also referred to as the medical inspector as per N.J.S.A. 18A:40-1.

B. Medical Examinations – General Conditions (N.J.A.C. 6A:16-2.2)

1. Each student's medical examination shall be conducted at the medical home of the student. If a student does not have a medical home, the school district shall provide the examination at the school physician's office or other comparably equipped facility pursuant to N.J.S.A. 18A:40-4.

2. The findings of required examinations under N.J.A.C. 6A:16-2.2(h)2. Through (h)5. And D. through G. below shall include the following components:

   a. Immunizations pursuant to N.J.A.C. 8:57-4.1 through 4.24;

   b. Medical history including allergies, past serious illnesses, injuries and operations, medications, and current health problems;

   c. Health screenings including height, weight, hearing, blood pressure, and vision; and

   d. Physical examinations.

3. Each school shall have available and maintain an automated external defibrillator (AED), pursuant to N.J.S.A. 18A:40-41a.a(1) and (3), that is:

   a. In an unlocked location on school property, with an appropriate identifying sign;

   b. Accessible during the school day and any other time when a school-sponsored athletic event or team practice is taking place in which students of the school district or nonpublic school are participating; and

   c. Within a reasonable proximity of the school athletic field or gymnasium, as applicable.

4. The Board of Education shall make accessible information regarding the NJ FamilyCare Program to ~~for~~ students who are knowingly without medical coverage pursuant to N.J.S.A. 18A:40-34.

5. Information concerning a student's HIV/AIDS status shall not be required as part of the medical examination or health history, pursuant to N.J.S.A. 26:5C-1 et seq.

6. Pursuant to N.J.S.A. 18A:40-4.4, a student who presents a statement signed by their parents that such required examinations interfere with the free exercise of their religious beliefs shall be examined only to the extent necessary to determine whether the student is ill or infected with a communicable disease or to determine their fitness to participate in any health, safety, or physical education course required by law.

C. Medical Examinations - Medical Examinations - Prior to Participation on a School-Sponsored Interscholastic or Intramural Athletic Team or Squad for Students Enrolled in Any Grades Six to Twelve (N.J.A.C. 6A:16-2.2(h)1.)

1. The school district shall ensure that students receive medical examinations in accordance with N.J.A.C. 6A:16-2..2(f) and B.1. above and prior to participation on a school-sponsored interscholastic or intramural athletic team or squad for students enrolled in any grades six to twelve.

   a. The examination shall be conducted within 365 days prior to the first day of official practice in an athletic season and shall be conducted by a licensed physician, APN, or PA.

   b. The physical examination shall be documented using the Preparticipation Physical Evaluation (PPE) form developed jointly by the American Academy of Family Physicians, American Academy of Pediatrics, American College of Sports Medicine, American Medical Society for Sports Medicine, American Orthopedic Society for Sports Medicine, and American Osteopathic Academy of Sports Medicine and is available online at

http://www.state.nj.us/education/students/safety/health/records/athleticphysicalsform.pdf, in accordance with N.J.S.A. 18A:40-41.7.

(1) Prior to performing a preparticipation physical examination, the licensed physician, APN, or PA who performs the student-athlete's physical examination shall complete the Student-Athlete Cardiac Screening professional development module and shall sign the certification statement on the PPE form attesting to the completion, pursuant to N.J.S.A. 18A:40-41d.

(a~~1~~) If the PPE form is submitted without the signed certification statement and the school district has confirmed that the licensed physician, APN, or PA from the medical home did not complete the module, the student-athlete's parent may obtain a physical examination from a physician who can certify completion of the module or request that the school physician provides the examination.

(2) The medical report shall indicate if a student is allowed or not allowed to participate in the required sports categories and shall be completed and signed by the original examining physician, APN, or PA.

(3) An incomplete form shall be returned to the student's medical home for completion unless the school nurse can provide documentation to the school physician that the missing information is available from screenings completed by the school nurse or physician within the prior 365 days.

c. Each student whose medical examination was completed more than ninety days prior to the first day of official practice in an athletic season shall provide a health history update questionnaire completed and signed by the student's parent. The completed health history update questionnaire shall include information listed below as required by N.J.S.A. 18A:40-41.7.b.

The completed health history update questionnaire shall be reviewed by the school nurse and, if applicable, the school athletic trainer and shall include information as to whether, in the time period since the date of the student's last preparticipation physical examination, the student has:

(1) Been advised by a licensed physician, APN, or PA not to participate in a sport;

(2) Sustained a concussion, been unconscious~~,~~ or lost memory from a blow to the head;

(3) Broken a bone or sprained, strained, or dislocated any muscles or joints;

(4) Fainted or blacked out;

(5) Experienced chest pains, shortness of breath, or heart racing;

(6) Had a recent history of fatigue and unusual tiredness;

(7) Been hospitalized, visited an emergency room, or had a significant medical illness;

(8) Started or stopped taking any over the counter or prescribed medications; or

(9) Had a sudden death in the family, or whether any member of the student's family under the age of fifty has had a heart attack or heart trouble.

d4. The school district shall provide to the parent written notification signed by the school physician stating approval of the student's participation in athletics based upon the medical report or the reasons for the school physician's disapproval of the student's participation.

e5. The Board shall not permit a student enrolled in grades six to twelve to participate on a school-sponsored interscholastic or intramural athletic team or squad unless the student submits a PPE form signed by the licensed physician, APN, or PA who performed the physical examination and, if applicable, a completed health history update questionnaire, pursuant to N.J.S.A. 18A:40-41.7.c.

f~~6~~. The school district shall distribute to a student-athlete and the student-athlete's parent the sudden cardiac arrest pamphlet developed by the Commissioner of Education, in consultation with the Commissioner of Health, the American Heart Association, and the American Academy of Pediatrics, pursuant to N.J.S.A. 18A:40-41.

(1) A student-athlete and the student-athlete's ~~his or her~~ parent annually shall sign the Commissioner-developed form that they received and reviewed the pamphlet, and shall return it, to the student's school, pursuant to N.J.S.A.18A:40-41.d.

(2) The Commissioner shall update the pamphlet, as necessary, pursuant to N.J.S.A. 18A:40-41.b.

(3) The Commissioner shall distribute the pamphlet, at no charge, to the school district, pursuant to N.J.S.A. 18A:40-41.b.

D. Medical Examinations - Upon Enrollment in School (N.J.A.C.6A:16-2.2(h)2.)

1. The school district shall ensure that students receive medical examinations in accordance with N.J.A.C. 6A:16-2.2(f) and B.1. above and upon enrollment in school.

a. The school district shall require parents to provide within thirty days of enrollment entry-examination documentation for each student.

b. When a student transfers to another school, the sending school district shall ensure the entry-examination documentation is forwarded to the receiving school district, pursuant to N.J.A.C. 6A:16-2.4(d).

c. Students transferring into this school district from out-of-State or out-of-country may be allowed a thirty-day period to obtain entry-examination documentation.

d. The school district shall notify parents through its website or other means about the importance of obtaining subsequent medical examinations of the student at least once during each developmental stage: at early childhood (pre-school through grade three), pre-adolescence (grade~~s~~ four through six), and adolescence (grade~~s~~ seven through twelve).

E. Medical Examinations - When Students Apply for Working Papers (N.J.A.C. 6A:16-2.2(h)3.)

1. The school district shall ensure that students receive medical examinations in accordance with N.J.A.C. 6A:16-2.2(f) and B.1. above and when applying for working papers.

2. The school district may provide for the administration of a medical examination for a student pursuing a certificate of employment.

3~~2~~. The school district shall not be held responsible for the costs for examinations at the student's medical home or other medical provider(s).

F. Medical Examinations - For the Purposes of the Comprehensive Child Study Team Evaluation Pursuant to N.J.A.C. 6A:14-3.4 (N.J.A.C. 6A:16-2.2(h)4.)

1. The school district shall ensure that students receive medical examinations in accordance with N.J.A.C. 6A:16-2.2(f) and B.1. above and for the purposes of the comprehensive child study team evaluation, pursuant to N.J.A.C. 6A:14-3.4.

G. Medical Examinations - When a Student is Suspected of Being Under the Influence of Alcohol or Controlled Dangerous Substances, pursuant to N.J.S.A. 18A:40A-12 and N.J.A.C. 6A:16-4.3 (N.J.A.C. 6A:16-2.2(h)5.)

1. The school district shall ensure that students receive medical examinations in accordance with N.J.A.C. 6A:16-2.2(f) and B.1. above and when a student is suspected of being under the influence of alcohol or controlled dangerous substances, pursuant to N.J.S.A. 18A:40A-12 and N.J.A.C. 6A:16-4.3.

2~~1~~. If a student who is suspected of being under the influence of alcohol or controlled dangerous substances is reported to the certified school nurse, the certified school nurse shall monitor the student's vital signs and general health status for emergent issues and take appropriate action pending the medical examination, pursuant to N.J.A.C. 6A:16-4.3.

~~3~~2. No school staff shall interfere with a student receiving a medical examination for suspicion of being under the influence of alcohol or controlled dangerous substances, pursuant to N.J.A.C. 6A:16-4.3.

H. Health Screenings (N.J.A.C. 6A:16-2.2(l))

The Board of Education shall ensure that students receive health screenings in accordance with N.J.A.C. 6A:16-2.2(l).

1. Screening for height, weight, and blood pressure shall be conducted annually for each student in Kindergarten through grade twelve.

2. Screening for visual acuity shall be conducted biennially for students in Kindergarten through grade ten.

3. Screening for auditory acuity shall be conducted annually for students in Kindergarten through grade three and in grades seven and eleven, pursuant to N.J.S.A. 18A:40-4.

4. Screening for scoliosis shall be conducted biennially for students between the ages of ten and eighteen, pursuant to N.J.S.A.18A:40-4.3.

5. Screenings shall be conducted by a school physician, school nurse, or other school personnel properly trained.

6. The school district shall notify the parent of any student suspected of deviation from the recommended standard.

7. The school nurse or designee shall screen to ensure hearing aids worn by students who are deaf and/or hard of hearing are functioning properly. The school nurse or designee will ensure any FM hearing aid systems in classrooms or any school equipment in the school building used to assist students to hear, are functioning properly.

Revised: 5 May 2015
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R 5320 IMMUNIZATION

A. Proof of Immunizations (N.J.A.C. 8:57-4.2)

1. The No Principal or designee shall not knowingly admit or retain any child whose parent has not submitted acceptable evidence of the child's immunization according to the schedule(s) set forth in N.J.A.C. 8:57 et seq. and section I. of this Regulation, unless the student is provisionally admitted as provided in paragraph B.1. below or exempted as provided in section C. and D. of this Regulation, and N.J.A.C. 8:57-4.3, and 8:57-4.4.

B. Provisional Admission (N.J.A.C. 8:57-4.5)

1. A student shall be admitted to school on a provisional basis if a physician, an advanced practice nurse, (a certified registered nurse practitioner or clinical nurse specialist) or health department can document that at least one dose of each required age-appropriate vaccine(s) or antigen(s) has been administered and that the student is in the process of receiving the remaining immunizations.

2. Provisional admission for children under age five shall be granted in compliance with the specific requirements set forth in N.J.A.C. 8:57-4.10 through 4.15 and 4.18 for a period of time consistent with the current Advisory Committee on Immunization Practices (ACIP) of the United States Public Health Service or the American Academy of Pediatrics (AAP) immunization schedule, but shall not exceed seventeen months for completion of all immunization requirements.

3. Provisional admission for children five years of age or older shall be granted in compliance with the specific requirements set forth in N.J.A.C. 8:57-4.10 through Immunization Practices (ACIP) of the United States Public Health Service or the American Academy of Pediatrics (AAP) immunization schedule, but shall not exceed one year for completion of all immunization requirements.

4. Provisional status shall only be granted one time to children entering or transferring into schools in New Jersey. If a student on provisional status transfers, information on their status will be sent by the original school to the new school pursuant to N.J.A.C. 8:57-4.7(b).

5. Children transferring into this district from out-of- State or out-of-country shall be allowed a thirty day grace period in order to obtain past immunization documentation before provisional status shall begin. The thirty day grace period does not apply to students transferring into this school district from within the State of New Jersey.

6. The school district shall ensure that the required vaccine/antigens are being received on schedule. If at the end of the provisional admission period the child has not completed the required immunizations, the administrative head of the school, preschool, or child care center shall exclude the child from continued school attendance until appropriate documentation has been presented.

7. Students on provisional status may be temporarily excluded from school during a vaccine-preventable disease outbreak or threatened outbreak, as determined by the State Commissioner of Health and Senior Services or designee in accordance with the provisions of N.J.A.C. 8:57-4.5.

C. Medical Exemptions (N.J.A.C. 8:57-4.3)

1. A child shall not be required to have any specific immunization(s) which that are medically contraindicated.

2. A written statement submitted to the school from a physician licensed to practice medicine or osteopathy or an advanced practice nurse (certified registered nurse practitioner or clinical nurse specialist) in any jurisdiction in the United States indicating that an immunization is medically contraindicated for a specific period of time, and the reasons for the medical contraindication, based on valid medical reasons as enumerated by the ACIP standards or the AAP guidelines, will exempt a student from the specific immunization requirements by law for the stated period of time.

3. The physician's or an advanced practice nurse's (certified registered nurse practitioner or clinical nurse specialist) statement shall be retained by the school as part of the child's immunization record and shall be reviewed annually. When the child's medical condition permits immunization, this exemption shall thereupon terminate, and the child shall be required to obtain the immunization(s) from which he/she has been exempted.

4. Those children with medical exemptions to receiving specific immunizations may be excluded from school during a vaccine-preventable disease outbreak or threatened outbreak, as determined by the New Jersey Commissioner, Department of Health and Senior Services or designee.

5. As provided by N.J.S.A. 26:4-6, the school district may, on account of the prevalence of any communicable disease, or to prevent the spread of communicable diseases, prohibit the attendance of any school district teacher or student and specify the time during which the teacher or student shall remain away from school.

   a. The Department of Health and Senior Services shall provide guidance to the school district on the appropriateness of any such prohibition.

   b. The school district shall comply with the provisions of N.J.A.C. 8:61-2.1 regarding attendance at school by students or adults infected by Human Immunodeficiency Virus (HIV).

D. Religious Exemptions (N.J.A.C. 8:57-4.4)

1. A child shall be exempted from mandatory immunization if the child's parent submits to the school a written, signed statement requesting an exemption pursuant to the requirements of religious exemptions established at N.J.S.A. 26:1A-9.1, on "the ground that the immunization interferes with the free exercise of the pupil's religious rights."

   a. The school district is prohibited from exempting a child from mandatory immunization on the sole basis of a moral or philosophical objection to immunization.

2. The written statement signed by the parent(s) will be kept by the school as part of the student's immunization record.

3. The school district may exclude children with religious exemptions from receiving immunization agents from school during a vaccine-preventable disease outbreak or threatened outbreak, as determined by the State Commissioner of Health and Senior Services or designee.

4. As provided by N.J.S.A. 26:4-6, the school district may, on account of the prevalence of any communicable disease, or to prevent the spread of communicable diseases, prohibit the attendance of any school district teacher or student and specify the time during which the teacher or student shall remain away from school.

   a. The Department of Health and Senior Services shall provide guidance to the school district on the appropriateness of any such prohibition.

   b. The school district shall comply with the provisions of N.J.A.C. 8:61-2.1 regarding attendance at school by students or adults infected by Human Immunodeficiency Virus (HIV).

EC. Documents Accepted as Evidence of Immunization (N.J.A.C. 8:57-4.6)

1. The following documents shall be accepted as evidence of a child's immunization history, provided that the type of immunization and the date when each immunization was administered is listed.

   a. An official school record from any school or preschool indicating compliance with immunization requirements of N.J.A.C. 8:57-4.1 et seq.;,

   b. A record from any public health department indicating compliance with immunization requirements of N.J.A.C. 8:57-4.1 et seq.;,

   c. A certificate signed by a physician licensed to practice medicine or osteopathy or an advanced practice nurse (certified registered nurse practitioner, or clinical nurse specialist) in any jurisdiction in the United States indicating compliance with immunization requirements of N.J.A.C. 8:57-4.1 et seq.;, or

   d. The official record of immunization from the New Jersey Immunization Information System indicating compliance with immunization requirements of N.J.A.C. 8:57-4.1 et seq.



2. All immunization records submitted by a parent in a language other than English shall be accompanied by a translation sufficient to determine compliance with the immunization requirements of N.J.A.C. 8:57-4.1 et seq. and this Regulation.

3. Laboratory evidence of protective immunity, as enumerated by the Advisory Committee on Immunization Practices (ACIP) of the United States Public Health Service, shall be accepted as evidence of immunization if a parent cannot produce a documented history of immunization.

4. Parental verbal history or recollection of previous immunization is unacceptable documentation or evidence of immunization.

F. Records Required (N.J.A.C. 8:57-4.7)

1. The school district Each school shall maintain an official State of New Jersey School Immunization Record for every student. This record shall include the date of each individual immunization and shall be separated from the child's educational record and other medical records for the purpose of immunization record audit.

2. If a child withdraws, is promoted, or transfers to another school district, the immunization record, or a certified copy thereof, along with statements pertaining to religious or medical exemptions and laboratory evidence of immunity, shall be sent to the new school district by the original school district or shall be given to the parent upon request, within twenty-four hours of such a request.

3. Parental verbal history or recollection of previous immunization is unacceptable documentation or evidence of immunization.

4. When a child graduates from secondary school, the record, or a certified copy thereof, shall be sent to an institution of higher education or may be given to the parent(s) upon request.

5. Each child's official New Jersey Immunization record, or a certified copy thereof, shall be retained by a secondary school for a minimum of four years after the student has left the school. Each child's official New Jersey Immunization Record, or a copy thereof, shall be retained by an elementary school for a minimum of one year after the child has left the school.



6. Any computer-generated document or list developed by the school district to record immunization information shall be considered a supplement to, not a replacement of, the official New Jersey School Immunization Record.

G. Reports to be Sent to the Department of Health and Senior Services (N.J.A.C. 8:57-4.8)

1. A report of the immunization status of the students in each school shall be sent each year to the State Department of Health and Senior Services by the Principal or designee through mail or submitted electronically in accordance with N.J.A.C.8:57-4.8(a).

2. The form for the report will be provided by the New Jersey Department of Health and Senior Services.

3. The report shall be submitted by January 1 of the respective academic year after a review of all appropriate immunization records.

4. A copy of this report shall be sent to the local Board of Health in whose jurisdiction the school is located.

5. If the school does not submit the annual report by January 1 it shall be considered delinquent. A delinquency may be referred to the New Jersey Department of Education or the New Jersey Department of Children and Families, as appropriate based on the length of time delinquent, number of times delinquent, and efforts made toward compliance. The local health department will also be notified of the delinquency.

H. Records Available for Inspection (N.J.A.C. 8:57-4.9)

1. The Principal or designee of each school shall maintain records of their children's immunization status. Upon twenty-four hour notice, these records shall be made available for inspection by authorized representatives of the State New Jersey Department of Health and Senior Services or the local Board of Health in whose jurisdiction the school is located.

I. Immunization Requirements



1. The immunization requirements for school age children shall be in accordance with the requirements of N.J.A.C. 8:57-4 – Immunization of Pupils in School as outlined below:

MINIMAL IMMUNIZATION REQUIREMENTS FOR SCHOOL ATTENDANCE IN NEW JERSEY N.J.A.C. 8:57-4: Immunization of Pupils in School		
DISEASE(S)	REQUIREMENTS	COMMENTS
DTaP N.J.A.C. 8:57-4.10	(AGE 1-6 YEARS): 4 doses, with one dose given on or after the 4th birthday, OR any 5 doses. (AGE 7-9 YEARS): 3 doses of Td or any previously administered combination of DTP, DTaP, and DT to equal 3 doses.	Any child entering pre-school, pre-Kindergarten, or Kindergarten needs a minimum of four doses. Students after the seventh birthday should receive adult type Td. DTP/Hib vaccine and DTaP also valid DTP doses. Children 7 years of age and older, who have not been previously vaccinated with the primary DTaP series, should receive 3 doses of Tetanus, diphtheria (Td) Laboratory evidence of immunity is also acceptable.
Tdap N.J.A.C. 8:57-4.10	GRADE 6 *(or comparable age level special education program with an unassigned grade)*: 1 dose	A child does not need a Tdap dose until FIVE years after the last DTP/DTaP or Td dose.
POLIO N.J.A.C. 8:57-4.11	(AGE 1-6 YEARS): 3 doses, with one dose given on or after the 4th birthday, OR any 4 doses. (AGE 7 or OLDER): Any 3 doses.	Either Inactivated Polio Vaccine (IPV) or Oral Polio Vaccine (OPV) separately or in combination is acceptable. Polio vaccine is not required of students 18 years of age or older. Laboratory evidence of immunity is also acceptable.
MEASLES N.J.A.C. 8:57-4.12	If born on or after 1-1-90, 2 doses of a live Measles-containing vaccine.	Any child over 15 months of age entering child care, pre-school, or pre-Kindergarten needs a minimum of 1 dose of measles vaccine. Any child entering Kindergarten needs 2 doses. Intervals between first and second measles/MMR/MR doses cannot be less than 1 month.

MINIMAL IMMUNIZATION REQUIREMENTS FOR SCHOOL ATTENDANCE IN NEW JERSEY N.J.A.C. 8:57-4: Immunization of Pupils in School		
DISEASE(S)	REQUIREMENTS	COMMENTS
RUBELLA and MUMPS N.J.A.C. 8:57-4.13 N.J.A.C. 8:57-4.14	1 dose of live Mumps-containing vaccine on or after 1st birthday. 1 dose of live Rubella-containing vaccine on or after 1st birthday.	Any child over 15 months of age entering child care, pre-school, or pre-Kindergarten needs 1 dose of rubella and mumps vaccine. Laboratory evidence of immunity is also acceptable.
VARICELLA N.J.A.C. 8:57-4.17	1 dose on or after the first birthday.	All children 19 months of age and older enrolled into a child care/pre-school center after 9-1-04 or children born on or after 1-1-98 entering a school for the first time in Kindergarten, Grade 1, or comparable age entry level special education program with an unassigned grade, need 1 dose of varicella vaccine. Laboratory evidence of immunity, physician's statement or a parental statement of previous varicella disease is also acceptable.
HAEMOPHILUS INFLUENZAE B (Hib) N.J.A.C. 8:57-4.15	(AGE 2-11 MONTHS)(1): 2 doses (AGE 12-59 MONTHS)(2): 1 dose	Mandated only for children enrolled in child care, pre-school, or pre-Kindergarten. (1) Minimum of 2 doses of Hib vaccine is needed if between the ages of 2-11 months. (2) Minimum of 1 dose of Hib vaccine is needed after the first birthday. DTP/Hib and Hib/Hep B also valid Hib doses.
HEPATITIS B N.J.A.C. 8:57-4.16	(K-GRADE 12): 3 doses or 2 doses (1)	(1) If a child is between 11-15 years of age and has not received 3 prior doses of Hepatitis B then the child is eligible to receive 2-dose Hepatitis B Adolescent formulation. Laboratory evidence of immunity is also acceptable.

MINIMAL IMMUNIZATION REQUIREMENTS FOR SCHOOL ATTENDANCE IN NEW JERSEY N.J.A.C. 8:57-4: Immunization of Pupils in School		
DISEASE(S)	REQUIREMENTS	COMMENTS
PNEUMOCOCCAL N.J.A.C. 8:57-4.18	(AGE 2-11 MONTHS)[(1)]: 2 doses (AGE 12-59 MONTHS)[(2)]: 1 dose	Children enrolled in child care or pre-school on or after 9-1-08. [(1)] Minimum of 2 doses of Pneumococcal vaccine is needed if between the ages of 2-11 months. [(2)] Minimum of 1 dose of Pneumococcal vaccine is needed on or after the first birthday.
MENINGOCOCCAL N.J.A.C. 8:57-4.20	(Entering GRADE 6 *(or comparable age level Special Ed program with an unassigned grade)*: 1 dose [(1)] (Entering a four-year college or university, previously unvaccinated and residing in a campus dormitory): 1 dose [(2)]	[(1)] For students entering Grade 6 on or after 9-1-08 and born on or after 1-1-97. [(2)] Previously unvaccinated students entering a four-year college or university after 9-1-04 and who reside in a campus dormitory, need 1 dose of meningococcal vaccine. Documentation of one prior dose is acceptable.
INFLUENZA N.J.A.C. 8:57-4.19	(AGES 6-59 MONTHS): 1 dose ANNUALLY	For children enrolled in child care, pre-school or pre-Kindergarten on or after 9-1-08. 1 dose to be given between September 1 and December 31 of each year.

AGE APPROPRIATE VACCINATIONS (FOR LICENSED CHILD CARE CENTERS/PRE-SCHOOLS)	
CHILD'S AGE	NUMBER OF DOSES CHILD SHOULD HAVE (BY AGE):
2-3 Months	1 dose DTaP, 1 dose Polio, 1 dose Hib, 1 dose PCV7
4-5 Months	2 doses DTaP, 2 doses Polio, 2 doses Hib, 2 doses PCV7
6-7 Months	3 doses DTaP, 2 doses Polio, 2-3 doses Hib, 2-3 doses PCV7, 1 dose Influenza
8-11 Months	3 doses DTaP, 2 doses Polio, 2-3 doses Hib, 2-3 doses PCV7, 1 dose Influenza
12-14 Months	3 doses DTaP, 2 doses Polio, 1 dose Hib, 2-3 doses PCV7, 1 dose Influenza
15-17 Months	3 doses DTaP, 2 doses Polio, 1 dose MMR, 1 dose Hib, 1 dose PCV7, 1 dose Influenza
18 Months – 4 Years	4 doses DTaP, 3 doses Polio, 1 dose MMR, 1 dose Hib, 1 dose Varicella, 1 dose PCV7, 1 dose Influenza

PROVISIONAL ADMISSION:
Provisional admission allows a child to enter/attend school but must have a minimum of one dose of each of the required vaccines. Students must be actively in the process of completing the series. If a student is less than 5 years of age, they have 17 months to complete the immunization requirements. If a student is 5 years of age and older, they have 12 months to complete the immunization requirements.

GRACE PERIODS:
• 4-day grace period: All vaccines doses administered less than or equal to four days before either the specified minimum age or dose spacing interval shall be counted as valid and shall not require revaccination in order to enter or remain in a school, pre-school or child care facility.
• 30-day grace period: Those children transferring into a New Jersey school, pre-school, or child care center from out of State/out of country may be allowed a 30-day grace period in order to obtain past immunization documentation before provisional status shall begin.

2. The immunization requirements outlined in I.1. above may be revised by Statute, administrative code, and/or the Commission of Health and Senior Services.

J. Emergency Powers of the Commissioner of Health and Senior Services

1. If an outbreak or threatened outbreak, or outbreak of disease or other public health immunization emergency exists, as determined by the State Commissioner of Health and Senior Services or designee, the State Commissioner or designee may issue either additional immunization requirements to control the outbreak or threat of an outbreak or modify immunization requirements to meet the emergency.

2. All children failing to meet the additional immunization requirements of N.J.A.C. 8:57-4.22 shall be excluded from school until the outbreak or threatened outbreak is over. These requirements shall remain in effect as outlined in J.3. below and N.J.A.C. 8:57-4.22(c).

3. These requirements or amendments shall remain in effect until such time as the Commissioner, Department of Health and Senior Services or designee determines that an outbreak or a threatened outbreak no longer exists or the emergency is declared over, or for three months after the declaration of the emergency whichever one comes first. The Commissioner, Department of Health and Senior Services or designee may declare a state of emergency if the emergency has not ended.

4. The Commissioner of Health and Senior Services or designee may temporarily suspend an immunization requirement for the particular immunization in accordance with the reasons as outlined in N.J.A.C. 8:57-4.22(d).

Adopted: 15 December 2009
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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, 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.

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 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.

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 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 sponsored 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;

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 Superintendent or designee prior to any administration of medication or delivery of the medication to the school. The 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 Superintendent or designee and given to the school nurse and the student's parent.

b. The parent will be informed of a reason for a denied request.

C. Administration of Epinephrine to Students

1. In accordance with N.J.S.A. 18A:40-12.5, 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.

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;

c. The parent 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 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.;

f. The Superintendent or designee requires:

(1) The 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.;

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

(3) The 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:

(1) Permit the school nurse or trained designee to administer epinephrine via a pre-filled auto-injector mechanism ~~is~~ to any student without a known history of anaphylaxis or to any student whose parent has not met the requirements outlined 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

(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;

(4) The parent of the student signed 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 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 the epinephrine via a pre-filled auto-injector mechanism to the student; and

(5) 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 subsections 2.a.(1) through 2.a.(4) above.

3. The NJDOE, in consultation with the Department of Health, shall require trained designees for students enrolled in a school who may require the emergency administration of epinephrine for anaphylaxis when the school nurse is not available.

4. Nothing in N.J.S.A. 18A:40-12.6 and Regulation 5330 – Section C. shall be construed to prohibit the emergency administration of epinephrine via a pre-filled auto-injector mechanism to a student for anaphylaxis by the school nurse or other employees designated pursuant to N.J.S.A. 18A:40-12.3(a)(1) 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 medication, or when the epinephrine is administered pursuant to N.J.S.A. 18A:40-12.5.f.

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; arising out of the administration of hydrocortisone sodium succinate to the student; and

   d. 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.

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

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.

~~D~~E. Permission for Self-Administration of Medication

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

1. The parent of the student provides the Board or Superintendent or designee written authorization for the self-administration of medication;

2. The parent of the student provides the Board or Superintendent or designee 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;

4. The parent of the student signs 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;

5. The parent's written authorization and the physician's written certification 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 a reason for a denied request.

6. Permission to self-administer one medication shall not be construed as permission to self-administer other medication; and

7. 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.~~4~~6. above.

F. 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.

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.

G. Administration of Medication

1. No medication shall be administered to or taken by a student in school or at a school-sponsored function except as permitted by Board Policy 5330 and this Regulation.

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 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 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.

H. Emergencies

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).

I. Records

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;

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.

J. 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: 15 December 2009
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R 5330.01 ADMINISTRATION OF MEDICAL CANNABIS

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

A. Definitions

For the purposes of ~~this~~ Policy and Regulation 5330.01:

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

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

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

   a. Is at least eighteen years old;

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

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

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

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

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

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

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

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

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

6. "Parent" means the custodial parent, , or person who has legal custody of a qualifying student patient who may also be the designated caregiver(s) registered with the Commission by the New Jersey Department of health to administer medical cannabis to a student in accordance with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A. 24:61-4.

7. "Qualifying student patient" for the purpose of Policy and Regulation 5330.01 means a resident of the State who is a student enrolled and attending school in this school district who has been authorized for the medical use of cannabis by a health care practitioner in accordance with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A. 24:61-41 et seq.

8. "Registration with the Commission" means a person has met the qualification requirements for, and has been registered by the Commission as, a registered qualifying patient, designated caregiver(s), or institutional caregiver(s). The Commission shall establish appropriate means for health care practitioners, health care facilities, medical cannabis dispensaries, law enforcement, schools, facilities providing behavioral health services or services for persons with developmental disabilities, and other appropriate entities to verify an individual's status as a registrant with the Commission.

9. "Qualifying patient" means a resident of the State who has been provided with a certification by a physician pursuant to a bona fide physician-patient relationship.

10. "Registry Identification Card" means a document issued by the Department of Health that identifies a person as a registered qualifying student patient or primary caregiver.

B. Registration Qualifying Student Patient and Designated Caregiver

1. A qualifying student patient must be authorized to engage in the medical use of cannabis and the designated caregiver(s) must be authorized to assist the qualifying student patient with the medical use of cannabis pursuant to the provisions of N.J.S.A. 24:61-1 et seq.

2. A qualifying student patient and their designated caregiver(s) must complete the registration process in accordance with the provisions of N.J.S.A. 24:61-4 and any other requirements of the Commission.

3. The qualifying student patient's parent shall be responsible to immediately inform the Principal of any change in the status of the student's registration with the Commission that would deem the registration with the Commission null and void due to any reason outlined in N.J.S.A. 24:61-1 et seq.

4. The qualifying student patient's designated caregiver(s) shall be responsible to immediately inform the Principal of any change in the status of any designated caregiver(s)'s that would deem the registration with the Commission null and void due to any reason outlined in N.J.S.A. 24:61-1 et seq.

C. Submission for Authorization for Administration of Medical Cannabis

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

   The Principal may request the parent provide additional documentation from health care provider that the medical cannabis must be administered during the time of the day when the student is on school grounds, aboard a school bus,

   or attending a school-sponsored event and the medical cannabis cannot be administered and/or will not be effective during alternate times when the student is not on school grounds, aboard a school bus, or attending a school-sponsored event.

   a. The parent's written request and all supporting documentation must be submitted to the Principal at least five (5) school days before the first day of the requested administration.

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

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

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

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

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

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

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

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

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

D. Administration of Medical Cannabis

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

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

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

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

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

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

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

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

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

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

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

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

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

Issued: 18 October 2016
Revised: 21 July 2021

R 5331 MANAGEMENT OF LIFE-THREATENING ALLERGIES IN SCHOOLS

A. Definitions

1. Anaphylaxis - A serious allergic reaction that is rapid in onset and may cause death.

2. Epinephrine (adrenaline) - A drug that can be successfully utilized to counteract anaphylaxis.

3. Food Allergy - A group of disorders characterized by immunologic responses to specific food proteins. In the United States, the most likely common allergens in adults and children are cow's milk, eggs, peanuts, wheat, soy, fish, shellfish, and nuts.

4. Individualized Emergency Healthcare Plan (IEHP) - A personalized healthcare plan written by the certified school nurse that specifies the delivery of accommodations and services needed by a student in the event of an emergency.

5. Individualized Healthcare Plan (IHP) - A plan written by the certified school nurse that details accommodations and/or nursing services to be provided to a student because of the student's medical condition based on medical orders written by a health care provider in the student's medical home.

6. School-Sponsored Function - Any activity, event, or program occurring on or off school grounds, whether during or outside of regular school hours, that is organized and/or supported by the school.

B. Policy and Regulation Development

1. Policy and Regulation 5331 address different allergens, varying ages and maturity levels of students, and the physical properties and organizational structures of schools in this school district. The components below were critical in developing Policy and Regulation 5331.

   a. The school district nursing staff, in consultation with the school physician, if needed:

      (1) Assessed the overall health needs of the student population at risk for anaphylaxis, particularly students with food allergies; and

(2) Assessed current and relevant policies and/or protocols regarding the care of students with life-threatening allergies and identified areas in need of development or improvement.

2. Policy and Regulation 5331 were developed using a multidisciplinary team that included various school district administrators, teachers, and support staff members.

3. The Principal and/or the school nurse will educate staff and the community regarding Policy and Regulation 5331; obtain feedback on the implementation and effectiveness of the Policy and Regulation; and annually review, evaluate, and update the Policy and Regulation, as needed or required by law.

C. Prevention Measures

1. Considerations for the Cafeteria

The Principal, in consultation with the school nurse, teaching staff members, food service staff members, and other appropriate staff members, will work to make the cafeteria environment as safe as possible for food-allergic students. This process includes making determinations about serving foods with known allergens and identifying steps that can be taken to reduce the chance of accidental exposure. The steps may include:

a. Training to food service personnel on food label reading and safe handling, as well as safe meal substitutions for food-allergic children.

b. Educating cafeteria staff and monitors about food-allergy management and make them aware of the students who have life-threatening food allergies.

c. Developing and implementing standard procedures for cleaning tables, chairs, and trays, particularly those designated as allergen-safe, after lunch periods using dedicated and disposable supplies to avoid cross contact.

d. When possible, sharing ingredient/allergen information for food provided by the school to students and parent(s) or legal guardian(s).

e. Making allergen-safe table(s) an available option for allergic students.

f. Considering allergen-full table(s) (i.e., all those eating peanut butter sit together).

g. Discouraging students from sharing or trading food/snack items, drinks, straws, or utensils.

h. Encouraging students to wash hands before and after eating.

i. Considering the benefits and ramifications of serving and/or removing allergen-containing foods or removing a particular food item from the school menu.

j. Making accommodations in the event a student cannot be in direct proximity to certain allergens that are being cooked/boiled/steamed.

2. Considerations for the Classroom

Provisions will be made to develop safeguards for the protection of food-allergic students in the classroom. The school nurse will work with the classroom teacher(s) so the teacher understands and is able to initiate the student's IEHP, as necessary.

a. If possible, consider prohibiting the use or consumption of allergen-containing foods in the classroom.

b. Conduct training for teachers, aides, volunteers, substitutes, and students about food allergies.

c. Develop and implement a procedure that will alert substitute teachers to the presence of any students with food allergies and any accompanying instructions.

d. Develop and implement a letter to parent(s) or legal guardian(s) of classmates of the food-allergic student (without identifying the student), particularly in lower grades, explaining any prohibitions on food in the classroom.

e. Discourage the use of food allergens for classroom projects/activities, classroom celebrations, etc.

f. Encourage the use of non-food items for all classroom events/activities, as a way to avoid the potential presence of major food allergens.



g. Notify parent(s) or legal guardian(s) of classroom celebrations that involve food with particular attention to notification of parent(s) or legal guardian(s) of food-allergic children.

h. Encourage students to wash hands before and after eating.

i. Develop and implement standard procedures for cleaning desks, tables, and the general classroom area.

3. General Considerations for the School Environment

The Principal, in consultation with the school nurse, teaching staff members, food service staff members, and other appropriate staff members, will work to make the school environment as safe as possible for the food-allergic student to include:

a. Developing and implementing cleaning procedures for common areas (i.e., libraries, computer labs, music and art rooms, hallways, etc.).

b. Developing and implementing guidelines for food fundraisers (i.e. bake sales, candy sales, etc.) that are held on school grounds.

c. Avoiding the use of food products as displays or components of displays in hallways.

d. Developing protocols for appropriate cleaning methods following events held at the school, which involve food.

4. Field Trips and Other School Functions

N.J.S.A. 18A:40-12.6 requires a nurse or delegate to be available during school and school-sponsored functions in the event of anaphylaxis. Students with food allergies should participate in all school activities and will not be excluded based on their condition. The appropriate school staff member(s) should:

a. Communicate (with parent(s) or legal guardian(s) permission) relevant aspects of the IEHP to staff, as appropriate, for field trips, school-sponsored functions, and before- and after-school programs.

b. Encourage long-term planning of field trips in order to ensure that food-allergic students receive needed services while away from school.



c. Evaluate appropriateness of trips when considering the needs of students e.g., a trip to a dairy farm should not be scheduled for a class with a milk-allergic student.

d. Encourage, but do not require, parent(s) or legal guardian(s) of food-allergic students to accompany their child on school trips.

e. Implement the district's procedure for the emergency administration of medications.

f. Implement the district's procedure for emergency staff communications on field trips.

g. Inform parent(s) or legal guardian(s), when possible, of school events at which food will be served or used.

5. Bus Transportation

The district administrative staff and transportation personnel will consider the needs of students with life-threatening allergies while being transported to and from school and to school-sponsored activities. The appropriate school staff member(s) should:

a. Advise bus drivers of the students that have food allergies, symptoms associated with food-allergic reactions, and how to respond appropriately.

b. Assess the emergency communications systems on buses.

c. Consider assigned bus seating i.e., students with food allergies can sit at the front of the bus or can be paired with a "bus buddy."

d. Assess existing policies regarding food on buses.

6. Preparing for an Emergency

The Principal and school nurse will establish emergency protocols and procedures in advance of an emergency. These protocols and procedures should:

a. Provide training for school personnel about life-threatening allergic conditions.

b. Create a list of volunteer delegates trained by the nurse in the administration of epinephrine, and disseminate the list appropriately.

c. Ensure that epinephrine is quickly and readily accessible in the event of an emergency. If appropriate, maintain a backup supply of the medication.

d. Coordinate with local EMS on emergency response in the event of anaphylaxis.

e. Consider conducting anaphylaxis drills as part of the district or school-wide emergency response plan.

f. Ensure access to epinephrine and allergy-free foods when developing plans for fire drills, lockdowns, etc.

g. Ensure that reliable communication devices are available in the event of an emergency.

h. Adhere to Occupational Safety and Health Administration (OSHA) and Universal Precautions Guidelines for disposal of epinephrine auto-injectors after use.

7. Sensitivity and Bullying

A food-allergic student may become victim to threats of bullying related to his/her condition. N.J.A.C. 6A:16-7.9 requires each Board of Education to develop, adopt, and implement a policy prohibiting harassment, intimidation, or bullying on school grounds, including on a school bus or at a school-sponsored function, pursuant to N.J.S.A. 18A:37-15. The appropriate school staff member(s) should:

a. Remind students and staff that bullying or teasing food-allergic students will not be tolerated and violators should be disciplined appropriately.

b. Offer professional development for faculty and staff regarding confidentiality to prevent open discussion about the health of specific students.

c. Discourage needless labeling of food-allergic students in front of others. A food-allergic student should not be referred to as “the peanut kid,” “the bee kid” or any other name related to the student’s condition.



D. Roles and Responsibilities for Managing Food Allergies

The risk of accidental exposure to foods can be reduced in the school setting if schools, students, parent(s) or legal guardian(s), and physicians work together to minimize risks of exposure to allergens and provide a safe educational environment for food-allergic students.

1. Family's Role

   a. Notify the school of the student's allergies.

   b. Work with the school team to develop a plan that accommodates the student's needs throughout the school, including the classroom, the cafeteria, after-care programs, during school-sponsored activities, and on the school bus, as well as an IEHP.

   c. Provide written medical documentation, instructions, and medications as directed by a physician, using the Food Allergy Action Plan as a guide. Include a photo of the child on written form.

   d. Provide properly labeled medications and promptly replace medications after use or upon expiration.

   e. Educate the child in the self-management of their food allergy including: safe and unsafe foods; strategies for avoiding exposure to unsafe foods; symptoms of allergic reactions; how and when to tell an adult they may be having an allergy-related problem; and how to read food labels (age appropriate).

   f. Review policies and procedures with the school staff, the child's physician, and the child (if age appropriate) after a reaction has occurred.

   g. Provide current emergency contact information and update regularly.

2. School's Role

   a. Review the health records submitted by parent(s) or legal guardian(s) and physicians.

b. Identify a core team including the school nurse, teacher, Principal, and school food service and nutrition manager/director to work with parent(s) or legal guardian(s) and the student (age appropriate) to establish an IEHP. Changes to the IEHP that promote food allergy management should be made with core team participation.

c. Assure that all staff who interact with the student on a regular basis understand food allergies, can recognize symptoms, know what to do in an emergency, and work with other school staff to eliminate the use of food allergens in the allergic student's meals, educational tools, arts and crafts projects, or incentives.

d. Coordinate with the school nurse to ensure medications are appropriately stored and ensure an emergency kit is available that contains a physician's standing order for epinephrine. Epinephrine should be kept in a secure but unlocked location that is easily accessible to delegated school personnel.

e. Students who are permitted to self-administer should be permitted to carry their own epinephrine in accordance with State regulations and district policy.

f. Designate school personnel who volunteer to administer epinephrine in an emergency.

g. Be prepared to handle a reaction and ensure there is a staff member available who is properly trained to administer medications during the school day, regardless of time or location.

h. Review policies and prevention plans with the core team members, parent(s) or legal guardian(s), student (age appropriate), and physician after a reaction has occurred.

i. Work with the transportation administrator to insure that school bus drivers receive training that includes symptom awareness and what to do if a reaction occurs and assess the means by which a bus driver can communicate during an emergency, including proper devices and equipment.

j. Discuss field trips with the family of the food-allergic child to decide appropriate strategies for managing the food allergy.



k. Follow Federal and/or State laws and regulations regarding sharing medical information about the student.

l. Take threats or harassment against an allergic child seriously.

3. Student's Role

a. Students should not trade food with others.

b. Students should not eat anything with unknown ingredients or known to contain any allergens.

c. Students should be proactive in the care and management of their food allergies and reactions based on their developmental level.

d. Students should notify an adult immediately if they eat something they believe may contain the food to which they are allergic.

Issued: 15 December 2009



5338 DIABETES MANAGEMENT

A. Definitions

1. "Individualized emergency health care plan" means a document developed by the school nurse, in consultation with the parent of a student with diabetes and other appropriate medical professionals, which is consistent with the recommendations of the student's health care provider(s) and which outlines a set of procedural guidelines that provide specific directions about what to do in a particular emergency situation and is signed by the parent and the school nurse.

2. "Individualized health care plan" means a document developed by the school nurse, in consultation with the parent of a student with diabetes and other appropriate medical professionals who may be providing diabetes care to the student, which is consistent with the recommendations of the student's health care provider(s) and which sets out the health services needed by the student at school and is signed by the parent and the school nurse.

3. "Parent" means parent or legal guardian.

B. Health Care Plans for Students with Diabetes

1. The parent of a student with diabetes who seeks diabetes care for the student while at school shall inform the school nurse who shall develop an individualized health care plan and an individualized emergency health care plan for the student.

   a. The parent of the student with diabetes shall annually provide to the Principal and the School nurse a signed written request and authorization for the provision of diabetes care as may be outlined in the individualized health care plan, which shall include authorization for the emergency administration of glucagons and, if requested by the parent, authorization for the student's self-management and care of his/her diabetes; and

   b. If such a request is made by a student's parent, the student's physician or advanced practice nurse must provide a signed written certification to their Principal and the school nurse that the student is capable of, and has been instructed in, the management and care of his/her diabetes.

2. The individualized health care plan and individualized emergency health care plan shall be updated by the school nurse prior to the beginning of each school year and as necessary in the event that there is a change in the health status of the student.

3. Each individualized health care plan shall include, and each individualized emergency health care plan may include, the following information:

   a. The symptoms of hypoglycemia for that particular student and the recommended treatment;

   b. The frequency of blood glucose testing;

   c. Written orders from the student's physician or advanced practice nurse outlining the dosage and indications for insulin administration and the administration of glucagon, if needed;

   d. Times of meals and snacks and indications for additional snacks or exercise;

   e. Full participation in exercise and sports, and any contraindications to exercise, or accommodations that must be made for that particular students;

   f. Accommodations for school trips, after-school activities, class parties, and other school-related activities;

   g. Education of all school personnel who may come in contact with the student about diabetes, how to recognize and treat hypoglycemia, how to recognize hyperglycemia, and when to call for assistance;

   h. Medical and treatment issues that may affect the educational process of the student with diabetes; and

   i. How to maintain communications with the student, the student's parent and health care team, the school nurse and the educational staff.

   The school nurse assigned to a particular school shall coordinate the provision of diabetes care at that school and ensure that appropriate staff members are trained in the care of students with diabetes, including staff members working with school-sponsored programs outside of the regular school day, as provided in the individualized health care plan and the individualized emergency health care plan.



C. Authorized Employees for Administration of Glucagon

1. The school nurse shall have the primary responsibility for the emergency administration of glucagon to a student with diabetes who is experiencing severe hypoglycemia. The school nurse shall designate, in consultation with the Superintendent of Schools or designee, additional employees of the school district who volunteer to administer glucagon to a student with diabetes who is experiencing severe hypoglycemia. The designated employee shall be authorized to administer glucagon, following training by the school nurse or other qualified health care professional, when a school nurse is not physically present at the scene.

2. In accordance with the provisions of N.J.S.A. 18A:40-12.14, the activities described in C.1. above shall not constitute the practice of nursing and shall be exempted from all applicable statutory or regulatory provisions that restrict the activities that may be delegated to a person who is not a licensed health care professional.

3. In accordance with the provisions of N.J.S.A. 18A:40-12.14, if a licensed athletic trainer volunteers to administer glucagon to a student with diabetes as described in C.1. above, it shall not constitute a violation of the "Athletic Training Licensure Act," P.L. 1984, c.203 (C.45:9-37.35 et seq.).

D. Management and Care of Diabetes by Student

1. Upon the written request and authorization from the parent submitted to the Principal and school nurse and as provided in the student's individualized health care plan, the school district shall allow the student to manage and care for his/her diabetes as needed in the classroom, in any area of the school or school grounds, or at any school-related activity provided the student has been evaluated and determined to be capable of doing so as reflected in the student's individualized health care plan. The student's management and care of his/her diabetes shall include the following:

   a. Performing blood glucose level checks;

   b. Administering insulin through the insulin delivery system the student uses;

   c. Treating hypoglycemia and hyperglycemia;

d. Possessing on the student's person at any time the supplies or equipment necessary to monitor and care for the student's diabetes;

e. Compliance with required procedures for medical waste disposal in accordance with district policies and as set forth in the individualized health care plan; and

f. Otherwise attending to the management and care of the student's diabetes.

E. Release for Sharing of Certain medical Information

1. The school nurse shall obtain a release from the parent of a diabetic student to authorize the sharing of medical information between the student's physician or advanced practice nurse and other health care providers.

2. The release shall also authorize the school nurse to share medical information with other staff members of the school district as necessary.

F. Immunity from Liability

1. No school employee, including a school nurse, a school bus driver, a school bus aide, or any other officer of agent of the Board of Education shall be held liable for any good faith act or omission consistent with the provisions of N.J.S.A. 18A:40-12.11 through 18A:40-12.21, 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 trained in good faith by the school nurse pursuant to this act. Good faith shall not include willful misconduct, gross negligence, or recklessness.

G. Possession of Syringes

1. The possession and use of syringes consistent with the purposes of N.J.S.A. 18A:40-12.11 through 18A:40-12.21 and Policy 5338 shall not be considered a violation of applicable statutory or regulatory provisions that may otherwise restrict or prohibit such possession and use.

Adopted: 5 May 2015

R 5350 STUDENT SUICIDE PREVENTION

The following are guidelines to assist staff members in recognizing the warning signs of a student contemplating suicide, ~~in~~ to respond to a threat or attempted suicide, and to prevent~~ing~~ contagion when a student commits suicide.

A. Recognition of Warning Signs of Suicide

All school district staff members shall be alert to any warning sign a student may be contemplating suicide. Such warning signs may include, but are not limited to, a student's:

1. Overt suggestion, regardless of its context, that he/she is considering or has considered suicide or has worked out the details of a suicide attempt;
2. Self-mutilation;
3. Obsession with death or afterlife;
4. Possession of a weapon or possession of other means of suicide or obsession with such means;
5. Sense of hopelessness or unrelieved sadness;
6. Lethargy or despondency, or, conversely, a tendency to become more impulsive or aggressive than usual;
7. Drop in academic achievement, slacking off of energy and effort, or inability to focus on studies;
8. Isolation from others by loss of friends, withdrawal from friends, lack of companionship, or family disintegration;
9. Preoccupation with nonexistent physical illness;
10. Loss of weight, appetite, and/or sleep;
11. Substance abuse; and
12. Volatile mood swings or sudden changes in personality;

13. Prior suicide attempt(s);

14. Anxiety or eating disorder;

15. Involvement in an unhealthy, destructive, or abusive relationship; and

16. Depression due to being a victim/target of harassment, intimidation, bullying or mistreatment by others.

B. Response to the Warning Signs of Suicide

1. Any indication of suicide, whether personally witnessed or received by a report from another, shall be taken seriously and immediately reported to the Principal or designee. Upon receiving such report, the Principal will ensure the student is supervised by a school staff member until a preliminary assessment of the risk is determined.

2. The Principal or designee shall immediately contact the parent(s) of the student exhibiting warning signs of suicide to inform the parent(s) that the student will be referred to the Child Study Team for a preliminary assessment in accordance with C. below

3. If the threat of suicide is immediate and serious, the Principal will contact local law enforcement and the Superintendent of Schools.

C. Preliminary Assessment and Recommendation(s)

1. The Principal or designee will designate the Child Study Team or the Suicide Intervention Team to immediately meet with the student to complete a preliminary assessment.

2. The Child Study Team or Suicide Intervention Team will make a recommendation(s), based on the preliminary assessment, to the Principal or designee regarding the student's risk of suicide.

3. Upon receiving the recommendation(s), the Principal or designee will immediately meet with the parent(s) to review the findings of the preliminary assessment. Based on the recommendation(s) of the Child Study Team or Suicide Intervention Team, the student may be:

a. Permitted to remain in school:

(1) If the student remains in school after the preliminary assessment, the Principal or designee will designate a school staff member to follow-up with the student on any recommendations of the Child Study Team or Suicide Intervention Team.

b. Referred to the Child Study Team for further evaluation;

c. Removed from the school and released to the parent(s) and will be required to obtain medical or psychiatric services before the student may return to school:

(1) The parent(s) will be required to submit to the Superintendent a written medical clearance from a licensed medical professional selected by the parent(s) and acceptable to the Superintendent, indicating the student has received medical services, does not present a risk to himself/herself or others, and is cleared to return to school. The Superintendent will not act unreasonably in withholding approval of the medical professional selected by the parent(s). The written medical clearance may be reviewed by a Board of Education healthcare professional before the student is permitted to return to school.

(2) The parent(s) shall be required to authorize their healthcare professional(s) to release the student's relevant medical information to the school district's healthcare professional, if requested.

d. Required to comply with the recommendation(s) outlined in C.3.a., b., and/or c. above, and/or any other recommendation(s) of the Principal or designee to ensure the student's safety and the safety of others.

4. In the event the parent(s) objects to the recommendation(s) or indicates an unwillingness to cooperate with the school district regarding their child, the Principal or designee will contact the New Jersey Department of Children and Families, Division of Child Protection and Permanency to request intervention on the student's behalf.

D. Response to Attempted Suicide by a Student

1. Any school district staff member, volunteer, or intern with reasonable cause to suspect or believe a student has attempted suicide, shall immediately report to the Principal or designee or their immediate supervisor.

2. A Principal or designee or supervisor who receives a report of a student who has attempted suicide will immediately report it to the Superintendent or designee, who shall promptly report it online to the New Jersey Department of Children and Families, or as otherwise required by the Department of Children and Families.

3. The school district staff member who witnesses a suicide attempt on school grounds, at a school sponsored event, or on a school bus shall immediately contact local law enforcement and emergency medical services, as appropriate.

E. Response to Suicide Committed by a Student

1. Any school district staff member, volunteer, or intern with reasonable cause to suspect or believe a student has committed suicide, shall immediately report the information to the Principal or designee or their immediate supervisor.

2. A Principal or designee or supervisor who receives a report that a student has committed suicide will immediately report it to the Superintendent or designee, who shall promptly report it online to the New Jersey Department of Children and Families, or as otherwise required by the Department of Children and Families.

3. The Principal of the school the student attended will assemble school staff members as soon as possible, to provide school staff members information, plans for the school day, and guidelines for handling the concerns of students.

4. The Principal of the school the student attended will use a School Crisis Team to assist school staff members in dealing with any issues that arise due to the situation and to assist students in the loss.

5. The School Crisis Team will assist teachers in responding to the needs of students. Students who were close to the victim shall be offered special counseling services and parents will be notified of available community mental health services.



6. School staff members shall be especially alert to warming signs of contemplated suicide among the victim's peers.

7. All Principals in the school district will be promptly informed when a student enrolled in the district commits suicide. The district, with the approval of the Superintendent, may provide support and services to school staff members and students as needed.

8. The Principal of the school the student attended may, with the approval of the Superintendent, provide any additional support and services that will assist school staff members and students in the loss.

F. Prevention of Suicide Contagion

1. School staff members, under the direction of the Principal, or designee, shall attempt to prevent social contagion by:

   a. Avoiding the glorification or romanticization of suicide,

   b. Helping students recognize that suicide is irreversible and permanent and does not truly resolve problems,

   c. Encouraging students to ask questions when a fellow student suggests suicide and ~~to~~ report to a school staff member,

   d. Discussing ways of handling depression and anxiety without resorting to self-destruction; and

   e. Implementing any other strategies to prevent suicide contagion.

Issued: 15 December 2009
Revised: 25 September 2018

R 5410 PROMOTION AND RETENTION

The following rules are promulgated in accordance with the policy of the Board of Education dealing with the promotion and retention of students.

A. Standards for Student Promotion

Elementary and Intermediate Grades (PreK-6) - A student will be promoted to the next succeeding grade level when he/she demonstrates the proficiencies required for movement into the next grade.

B. Procedures for Student Promotion

1. Parent(s) or legal guardian(s) and students will be provided a minimum of three reports each year as to a student's progress towards meeting promotion standards.

2. Teachers who determine that a student's progress may not be sufficient to meet promotion standards shall notify the parent(s) or legal guardian(s) of the student and offer consultation with the parents or legal guardians.

3. In grades PreK-6, the parent(s) or legal guardian(s) and where appropriate the student will be notified no later than eight weeks prior to the end of the year when the possibility of a student not being promoted is determined.

4. Classroom teachers shall provide input to the Principal who makes the final decision concerning the promotion or retention of each student.

C. Procedure for Retention or Social Promotion

1. Grades PreK-6 - Classroom teachers must initiate the process by providing to the Building Principal complete forms in accordance with the specified timelines.

2. The Principal will review each case and in consultation with the teacher render a final decision.

3. Parent(s) or legal guardian(s) and adult students may appeal a promotion/retention decision to the Superintendent whose decision is final.

Adopted: 15 December 2009

R 5420 REPORTING STUDENT PROGRESS

A. Purpose

The purpose of reporting the educational progress of students is to:

1. Inform parent(s) or legal guardian(s) of the progress children have made in school;

2. Apprise students of their progress in school;

3. Prompt teachers to make periodic, formal assessments of each student's progress;

4. Provide a cumulative record of a student's progress through the educational system; and

5. Enable each student to gain a positive sense of his/her intellectual, social, emotional, and physical abilities and growth toward effective citizenship.

B. Frequency

1. Report cards will be issued three times per year.

2. The schedule of dates on which report cards will be issued will be published in the parent and student handbooks distributed by each school so that parents or legal guardians can anticipate the receipt of a report card.

3. Parent(s) or legal guardian(s) and students will be notified in writing of the possibility of a failing grade at the mid point of the marking period.

4. Parent(s) or legal guardian(s) and students will be notified in writing of the possibility of a student's retention at grade level in accordance with Policy No. 5410.

5. Notices given pursuant to B2 and B3 will be sent home with the student.

6. Nothing in this regulation should discourage teachers from implementing various forms of communication, as frequently as the circumstances dictate, to keep parent(s) or legal guardian(s) informed of the educational progress of their children.

C. Report Card Form

1. The form of report cards will be periodically reviewed in order to ensure that report cards effectively and accurately report student progress.

2. Grades will be determined in accordance with Regulation No. 2624.

3. At the elementary level, report cards will report individual academic, personal, and social growth as well as work and study habits.

   a. The Kindergarten report card will stress the degree of mastery of skill achieved.

   b. The primary grades one through three report card will record a specific symbol for both effort and degree of mastery of specific skills.

   c. The intermediate grades four through six report card will record both effort and degree of mastery of specific skills and will include the grade achieved by the student in reading, language arts, and mathematics.

4. Report cards at all levels will record the student's absences and tardiness.

5. Report card forms will include space for the classroom or homeroom teacher's personal comments on the student's personal growth and development.

6. Report card forms will include space for the parent(s) or legal guardian(s) signature, comments, and request for a conference with the teacher.

D. Distribution and Return

1. Report cards will be sent home with students.

   a. The report card of a student who is absent on the day report cards are issued may be held and sent home with the student on the following school day.

   b. The report card of a student who is absent for an extended period of time will be mailed to the parent(s) or legal guardian(s).

2. Report cards must be signed by the student's parent(s) or legal guardian(s) and returned within two school days of the date on which they were issued.

3. Teachers will maintain a check list to determine which report cards, if any, have not been returned within the allotted time. If a report card is overdue, the teacher will call the parent(s) or legal guardian(s).

E. Parent Teacher Conferences

Parent teacher conferences will be conducted in accordance with Policy No. 9280.

Issued: 15 December 2009

R 5500 EXPECTATIONS FOR STUDENT CONDUCT

The following specific behaviors exemplify the conduct expected of students, in accordance with Policy No. 5500.

A. Students will prepare themselves mentally and physically for the process of learning by:

1. Being well-nourished, rested, clean, and properly dressed and groomed; and

2. Developing attitudes that will prepare them for listening, participating, and learning.

B. Students will respect the person, property, and intellectual and creative products of others by:

1. Being always honest, forthcoming, and courteous;

2. Displaying care for the property of others;

3. Acknowledging the intellectual work of others when it is incorporated into their work;

4. Accepting the rights of others to their own opinions and beliefs;

5. Resolving disputes and differences peacefully;

6. Displaying loyalty and good sportsmanship; and

7. Helping to maintain school facilities that are neat and clean.

C. Students will take responsibility for their own behavior and learning by:

1. Recognizing that academic endeavor is the primary purpose of school attendance;

2. Completing all homework, classwork, and assigned projects on time;

3. Preparing for each class by bringing necessary supplies and equipment;

4. Making personal choices that are based on sound reasoning and decision-making;

5. Accepting constructive criticism; and

6. Acknowledging and accepting the consequences of their own actions.

D. Students will use time and other resources responsibly by:

1. Attending school regularly and promptly and striving for a perfect attendance record;

2. Using study periods and library time for school work; and

3. Using books and other equipment appropriately.

E. Students will share responsibilities when working with others by:

1. Cooperating with others in the work of the group;

2. Contributing talents and services as appropriate;

3. Accepting leadership when appropriate; and

4. Respecting the rights and opinions of others in a group setting.

F. Students will meet the requirements of each course of study by:

1. Participating actively and appropriately in the scheduled class;

2. Following the rules and procedures established for the class by the teacher;

3. Bringing to class the textbook, clothing, and other materials necessary for participation; and

4. Observing school rules for the safe handling of class equipment and materials.

G. Students will monitor their own progress toward school objectives by:

1. Carefully planning courses of study and schedules;

2. Promptly seeking staff assistance as required; and

3. Maintaining records of progress.



H. Students will communicate with parent(s) or legal guardian(s) and appropriate school staff members about school matters by:

1. Discussing progress in school with parent(s) or legal guardian(s) and relaying necessary information to parent(s) or legal guardian(s);

2. Transmitting school letters, forms, and notices to parent(s) or legal guardian(s) and returning required responses to school staff members;

3. Conferring with appropriate staff members when a problem occurs; and

4. Developing with parent(s) or legal guardian(s) a clear idea of their educational goals.

R 5512 HARASSMENT, INTIMIDATION OR BULLYING INVESTIGATION PROCEDURE

The Board of Education authorizes a prompt investigation of reports and violations and complaints of harassment, intimidation or bullying in accordance with the provisions of N.J.S.A. 18A:37-15(b)6.

The following investigation procedures shall be used for an allegation(s) of harassment, intimidation or bullying:

1. An investigation shall be initiated by the Principal or the Principal's designee within one (1) school day of the verbal report of the incident and shall be conducted by a school's Anti-Bullying Specialist in coordination with the Principal.

2. The investigation shall be completed as soon as possible, but not later than ten (10) school days from the date of the written report of the incident of harassment, intimidation or bullying.

3. The results of the investigation shall be reported to the Superintendent of Schools within two (2) school days of the completion of the investigation, and in accordance with regulations promulgated by the State Board of Education pursuant to the "Administrative Procedure Act," P.L. 1968, c.410(C.52:14B-1 et seq.).

4. The Superintendent of Schools may decide to provide intervention services, establish training programs to reduce harassment, intimidation, or bullying and enhance school climate, impose discipline, order counseling as a result of the findings of the investigation or take or recommend other appropriate action.

5. The results of each investigation shall be reported to the Board of Education no later than the date of the next Board of Education Meeting following the completion of the investigation, along with information on any services provided, training established, discipline imposed, or other action taken or recommended by the Superintendent.

6. Parents of individual student offenders and targets/victims shall be entitled to receive information about the investigation, in accordance with Federal and State law and regulation, including the nature of the investigation, whether the district found evidence of harassment, intimidation or bullying, or whether discipline was imposed or services provided to address the incident of harassment, intimidation or bullying. This information shall be provided in writing within five (5) school days after the results of the investigation are reported to the Board of Education.

7. A parent may request a hearing before the Board of Education after receiving the information.

   a. This hearing shall be held within ten (10) school days of the request.
   b. The Board shall meet in executive session for the hearing to protect the confidentiality of the students; and
   c. At the hearing the Board may hear from the school Anti-Bullying Specialist about the incident, recommendations for discipline or services and any programs instituted to reduce such incidents.

8. At the next regularly scheduled Board of Education meeting following its receipt of the Superintendent's report, on the results of each investigation to the Board or following a hearing in executive session, the Board shall issue a decision, in writing, to affirm, reject or modify the Superintendent's decision. The Board's decision may be appealed to the Commissioner of Education, in accordance with the procedures set forth in law and regulation, no later than ninety (90) days after the issuance of the Board's decision.

9. A parent, student or organization may file a complaint with the Division of civil Rights within one hundred eighty (180) days of the occurrence of any incident of harassment, intimidation or bullying based on membership in a protected group as enumerated in the "Law Against Discrimination," P.L. 1945, c.169 (C.10:5-1 et seq.).

Issued: 16 August 2011

Revised: 17 December 2013

R 5513 CARE OF SCHOOL PROPERTY

A. Teaching Staff Members

1. Teaching staff members will impress upon all students the importance of the proper care of school property and instruct students in the proper use of school facilities, equipment, instructional materials, and textbooks.

2. Teaching staff members will keep an accurate inventory of textbooks and other materials in their classrooms.

B. General Rules Governing the Use of School Property

1. Students shall not deface the school building, furnishings, or equipment in any manner.

2. Students shall not use school furnishings or equipment for purposes other than those for which the furnishing or equipment was designed and intended.

3. Students will care for school textbooks in accordance with D below.

C. Distribution and Collection of Textbooks and Materials

1. Textbooks will be identified as the property of the Board of Education.

2. A label shall be affixed to each textbook and will include:

   a. The name of the Board of Education.

   b. The name of the school.

3. The following information will also be entered on the label or documented in another manner each time the book is issued to a student:

a. The name of the student to whom the book is issued,

b. The date on which the book is issued to the student,

c. The condition of the book when it is issued, and

d. The condition of the book when it is returned.

4. Each classroom teacher will keep a permanent record of the textbooks used in their classroom. The record will include all the information listed in C2 and C3. above.

5. A lost textbook must be promptly reported to the teaching staff member who issued the book. A replacement textbook will be issued to the student as soon as possible.

6. Textbooks will be collected and inspected before the end of the school year or marking period, as appropriate. Once inspected, a textbook will be returned to inventory until it is again distributed to a student.

7. Students must remove covers, loose papers, and markings before returning any textbook.

8. Fines may be assessed for lost and damaged textbooks in accordance with a schedule as approved by the Superintendent or designee.

D. Care of Textbooks by Students

1. Students shall take care not to lose or misplace a textbook or expose a textbook to conditions or circumstances likely to destroy, damage, or degrade it.

2. All textbooks that will be taken home by students must be protected with an appropriate cover to be supplied by the student.

3. Students should not:

a. Use pens, pencils, or other implements to mark a place in a textbook;

b. Use a textbook to file bulky papers and notes;

c. Write in textbooks; or



d. Soil textbooks beyond normal use.

E. Fines and Penalties

1. The teaching staff member will inspect each textbook returned and may assess a fine for each lost or damaged book. The teacher will prepare a report to be submitted to the Principal or designee that includes:

   a. The name and number of the textbook damaged or lost;

   b. The name of the student that lost or damaged a textbook;

   c. The loss or extent of damage to the textbook; and

   d. The amount of the fine assessed, if any.

2. In setting fines the teaching staff member teacher may take into account verified extenuating circumstances.

3. Teaching staff members will not collect fines. Textbook fines shall be submitted to the Principal or designee.

4. A student who finds their lost textbook, after being assessed and paying a fine, will be reimbursed any fine paid for the lost textbook but may be assessed a fine for any damage done to the book.

5. The Board of Education may withhold a diploma, transcript, ~~transfer card~~, or report card until the fine has been paid.

Adopted: 15 December 2009
Revised: 18 October 2022

5519 DATING VIOLENCE AT SCHOOL

A. Definitions

1. "At school" means in a classroom, or anywhere on school property, school bus or school-related vehicle, at an official bus stop, or at any school-sponsored activity or event whether or not it is on school grounds.

2. "Dating partner" means any person involved in an intimate association with another individual that is primarily characterized by the expectation of affectionate involvement, whether casual, serious or long-term.

3. "Dating violence" means a pattern of behavior where one person threatens to use, or actually uses physical, sexual, verbal or emotional abuse to control a dating partner.

B. Procedures for Reporting Acts or Incidents of Dating Violence

1. School staff members (administrative staff, instructional staff, support staff, and volunteers) shall take all reasonable measures to prevent acts or incidents of teen dating violence and are required to report all acts or incidents of dating violence at school.

2. All acts or incidents of dating violence at school shall be reported to the Principal or designee.

   a. This report should be made verbally as soon as possible, but no later than the end of the student's school day when the staff member witnesses or learns of an act or incident of dating violence at school.

   b. A written report regarding the act or incident of dating violence at school should be submitted to the Principal or designee by the reporting staff member no later than one day after the staff member witnesses or learns of an act or incident of dating violence at school.

3. These acts of incidents may include, but are not limited to:

   a. Witnessed or receipt of reliable information concerning acts or incidents that are characterized by physical, emotional, verbal or sexual abuse;

b. Digital or electronic acts or incidents of dating violence; and/or

c. Patterns of behavior which are threatening or controlling.

C. Guidelines/Protocols for Responding to At-School Acts or Incidents of Dating Violence

1. Protocol for All School Staff Members – Any school staff member who witnesses or learns of an act or incident of dating violence at school shall take the following steps:

a. Separate the victim from the aggressor;

b. Speak with the victim and the aggressor separately;

c. Speak with witnesses or bystanders separately;

d. Verbally report the act or incident to the Principal or designee no later than the end of the student's school day;

e. Prepare and submit a written report of the act or incident to the Principal or designee no later than on e day after the act or incident occurred; and

f. Monitor the interactions of the victims and the aggressor with student safety being the priority.

2. Protocol for Administrators/Administrative Investigation – The Principal or designee upon receiving a report of a dating violence act or incident at school shall take the following steps:

a. Separate the victim from the aggressor, if applicable;

b. Meet separately with the victim and the alleged aggressor;

c. Take written statements from the victim and alleged aggressor;

d. Review the victim's and alleged aggressor's written statements to ascertain an understanding of the act or incident. The administrator may ask questions of either individual for clarification;

e. Further investigate the act or incident by speaking with bystanders/witnesses or the act or incident. All statement obtained from bystanders/witnesses shall be written and documented, when possible;

f. The school administrator may make a determination to involve law enforcement, if appropriate;

g. Appropriate referrals should be made if after an assessment by a school social worker, or school psychologist determines the victim's or alleged aggressor's mental health has been placed at risk;

h. The Principal or designee shall contact the parents/guardians of both the victim and the alleged aggressor. The Principal or designee shall recommend a meeting be held to discuss the act or incident; and

i. The Principal or designee will notify both parties in writing of the outcome/determination of the investigation into the act or incident of dating violence at school.

3. Protocol for Working with the Victim of an Act or Incident of Dating Violence at School. The Principal or designee shall implement the following procedures for dealing with victims of a confirmed act or incident of dating violence at school:

a. A student's safety shall be the first priority in a dating violence act or incident. Interaction between the victim and the aggressor shall be avoided. The burden of any schedule changes (classroom, bus, etc.) should be taken on by the aggressor;

b. A conference shall be held with the victim and their parents/guardians;

c. Identify any means or actions that should be taken to increase the victim's safety and ability to learn in a safe and civil school environment;

d. Alert the victim and their parents/guardians of school and community based resources that may be appropriate, including their right to file charges, if the act or incident violated the law;

e. Monitor the victim's safety as needed and assist the victim with any plans needed for the school day and after-school hours (hallway safety, coordination with



parents/guardians for transportation to and from school, etc.). The administration may develop a safety plan if deemed necessary;

F. The administration may develop a Stay-Away Agreement between the victim and the aggressor if deemed necessary.

g. Encourage the victim to self-report any and all further acts or incidents of dating violence that occur at school in writing to the Principal or designee; and

h. Document all meeting sand action plans that are discussed.

4. Protocol for Working with the Aggressor of an Act or Incident of Dating Violence at School – The Principal or designee shall implement the following procedures for dealing with the aggressor of a confirmed act or incident of dating violence at school:

a. Schedule a conference with the aggressor and their parents/guardians;

b. Give the aggressor the opportunity to respond in a written statement to the allegations and the outcome/determination of an act or incident of dating violence at school;

c. Alert the aggressor and their parents/guardians to both school and community based support and counseling resources that are available;

d. Identify and implement counseling, intervention, and disciplinary methods that are consistent with school policy for acts or incidents of this nature;

e. Review the seriousness of any type of retaliation (verbal, emotional, physical, sexual, electronic/digital) toward the victim who reported the act or incident of dating violence. Address that consequences will be issued consistent with the school's student code of conduct and procedures for any type of retaliation or intimidation toward the victim; and

f. Document all meetings and action plans that are discussed.

5. Protocol for the Documentation and Reporting of an Act or Incident of Dating Violence at School – School districts shall implement the following procedures for documenting and reporting acts or incidents of dating violence that occur at school:

a. Dating violence statements and investigations shall be kept in files separate from student academic and discipline records to prevent the inadvertent disclosure of confidential information.

b. Every act or incident of dating violence at school that is reported shall be documented in an appropriate manner. This documentation shall include all written statements, planning actions, consequences, and disciplinary measures as well as counseling and other support resources that were offered, prescribed and/or provided to the victim or the aggressor.

D. Discipline Procedures Specific to At School Acts or Incidents of Dating Violence

1. The Board of Education requires its school administrators to implement discipline and remedial procedures to address acts or incidents of dating violence at school that are consistent with the school's student code of conduct.

2. The policies and procedures specific to acts or incidents of dating violence at school should be used to address the act or incident as well as serve as remediation, intervention, education and prevention for all individuals involved.

3. The responses shall be tiered with consideration given to the seriousness and number of previous occurrences of acts or incidents in which both the victim and alleged aggressor have been involved.

4. Consequences may include, but are not limited to, the following:

a. Admonishment;
b. Temporary removal from the classroom;
c. Classroom or administrative detention;
d. In-school suspension;
e. Out-of-school suspension;
f. Reports to law enforcement; and
g. Expulsion.

5. Retaliation toward the victim of any act or incident of dating violence shall be considered when administering consequences to the aggressor based on the severity of the act or incident.

6. Remedial procedures/interventions may include, but are not limited to, the following:

a. Parent conferences;
b. Student counseling (all students involved in the act or incident);
c. peer support group;

d. Corrective instruction or other relevant learning or service experiences;
e. Supportive student intervention (Intervention and Referral Services/I&RS);
f. Behavioral management plan; and
g. Alternative placements.

E. Warning Signs of Dating Violence

1. A pattern of behaviors may be an important sign that a student is involved in an unhealthy or abusive dating relationship. Many warning signs make a connection to one student in the relationship asserting control and power over the other. Recognizing one or more signs of dating violence plays an important role in preventing, educating and intervening in acts or incidents of dating violence.

2. The warning signs listed below are to educate the school community on the characteristics a student in an unhealthy or abusive relationship might exhibit. Warning signs may include, but are not limited to, the following:

a. Name-calling and putdowns – Does one student in the relationship use name-calling or putdowns to belittle or intimidate the other student?

b. Extreme jealousy – Does one student in the relationship appear jealous when the other talks with peers?

c. Making excuses – Does one student in a relationship make excuses for the other?

d. Canceling or changing plans – Does one student cancel plans often, and at the last minute? Do the reasons make sense or sound untrue?

e. Monitoring – does one student call, text, or check up on the other student constantly? Does one student demand to know the other's whereabouts or plans?

f. Uncontrolled anger – Does one of the students in the relationship lose his or her temper or throw and break things in anger?

g. Isolation – Has one student in the relationship given up spending time with family and friends? Has the student stopped participating in activities that were once very important?

h. Dramatic changes – Has the appearance of the student in the relationships changed? Has the student in the relationship lost or gained weight? Does the student seem depressed?

i. Injuries – Does the student in the relationship have unexplained injuries? Does the student give explanations that seem untrue?

j. Quick Progression – Did the student's relationship get serious very quickly?

F. The Principal or designee will provide to the parents/guardians of a victim or aggressor information on safe, appropriate school, family, peer and community resources available to address dating violence.

Adopted: 31 January 2012

R 5530 SUBSTANCE ABUSE

The following procedures are established in implementation of Policy No. 5530, Substance Abuse.

A. Definitions

1. "Evaluation" means procedures used by a certified or licensed professional to make a positive determination of a student's need for programs and services which extend beyond the general school program by virtue of learning, behavior or health difficulties of the student or the student's family.

2. "Other drugs" means substances as defined in N.J.S.A. 18A:40A-9 and substances as defined in N.J.A.C. 6A:16-4.1(a).

3. "Parent" means the natural parent(s) or adoptive parent(s), legal guardian(s), foster parent(s) or parent surrogate(s) of a student. Where parents are separated or divorced, "parent" means the person or agency who has legal custody of the student, as well as the natural or adoptive parent(s) of the student, provided such parental rights have not been terminated by a court of appropriate jurisdiction.

4. "Referral for evaluation" means programs and services suggested to a student or his or her family in order to make a positive determination regarding a student's need for services that extend beyond the general school program.

4. "Referral for treatment" means programs and services suggested to a student or to his or her family to help implement the recommendations resulting from an evaluation, pursuant to N.J.A.C. 6A:16-1.3 and 4.1(c) 5 and 6; in response to a positive alcohol or other drug test result, pursuant to N.J.A.C. 6A:16-4.4; or in response to the family's request for assistance with a learning, behavior, or health difficulty, pursuant to N.J.A.C. 6A:16-4.1(c)7 and 8.

6. "School grounds" means and includes land, portions of land, structures, buildings and vehicles, owned, operated or used for the provision of academic or extracurricular program sponsored by the district or community provider and structures that support these buildings, such as school wastewater treatment facilities, generating facilities, and other central facilities including, but not limited to, kitchens and maintenance shops. "School Grounds" also include other facilities as defined in N.J.A.C. 6A:26-1.2, playgrounds; and other recreational

places owned by local municipalities, private entities, or other individuals during those times when the school district has exclusive use of a portion of such land. "School grounds" also includes athletic stadiums; swimming pools; any associated structures or related equipment tied to such facilities including, but not limited to, grandstands; greenhouses, garages, facilities used for non-instructional or non-educational purposes; and any structure, building or facility used solely for school administration as defined in N.J.A.C.6A:26-1.2.

7. "Substance" as defined in N.J.S.A. 18A:40A-9 and N.J.A.C.6A:16-4.1(a) means alcoholic beverages, controlled dangerous substances, including anabolic steroids as defined at N.J.S.A. 24:21-2 and N.J.S.A. 2C:35-2, any chemical or chemical compound which releases vapors or fumes causing a condition of intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system, including, but not limited to, glue containing a solvent having the property of releasing toxic vapors or fumes as defined at N.J.S.A. 2C:35-10.4 and over-the-counter and prescription medications that are improperly used to cause intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system.

8. "Substance abuse" means the consumption or use of any substance for purposes other than for the treatment of sickness or injury as prescribed or administered by a person duly authorized by law to treat sick and injured human beings.

9. "Under the influence" of substances means that the student is observed in the use of a substance or exhibits physical and/or behavioral characteristics that indicate the immediate use of a substance.

B. Discipline

1. Any violation of Board rules prohibiting the use, possession and/or distribution of a substance is a serious offense, and the student who violates a substance abuse rule will be disciplined accordingly. Repeated violations are more severe offenses and warrant stricter disciplinary measures. Students who violate the substance abuse rules will be disciplined in accordance with district's Code of Student Conduct.

2. In accordance with N.J.A.C. 6A:16-4.1(c), the following disciplinary action will be taken in the event the student does not follow through on the recommendations of an evaluation for alcohol or other drug abuse and related behaviors;

a. Parents refusal for a medical evaluation of student shall be reported to the Department of Children Protection and Permanency;

b. Student's refusal will result in suspension and referral to appropriate outside agencies.

C. Intervention, Referral for Evaluation, and Referral for Treatment Services

1. The provision of intervention, referral for evaluation, and referral for treatment services for students who are affected by alcohol or other drug use.

a. The intervention, referral for evaluation and referral for treatment services shall be provided by an individual who holds the educational services certificate with the student assistance coordinator endorsement issued by the New Jersey State Board of Examiners, or by an individual who holds one of the following educational services certificate endorsements: school nurse; school nurse/non-instructional; school psychologist; school counselor; school social worker; or student personnel services and is trained in alcohol and other drug abuse intervention, assessment, referral for evaluation, and referral for treatment skills.

b. The intervention, referral for evaluation, and referral for treatment services shall include one or more of the following:

(1) Provisions for a program of instruction, counseling, and related services provided by the district Board of Education while a student receives medical treatment for a diagnosed alcohol or other drug dependency problem;

(2) Referral to a community agency, as defined in N.J.A.C. 6A:16-4.1(b), out-of-State agencies licensed by the appropriate State regulatory agency for alcohol and other drug services, or private practitioners authorized by the appropriate drug and alcohol licensing board;

(1) Provisions for support services for students who are in, or returning from, medical treatment for alcohol and other drug dependency.

D. Reporting, Notification and Examination Procedures

1. Students Suspected of Using Anabolic Steroids – N.J.A.C. 6A:16-4.3(b)

a. Whenever a teaching staff member, certified or non-certified school nurse or other educational personnel has reason to believe that a student has used or may be using anabolic steroids**,** the person shall must report the matter as soon as possible to the Principal or, in the Principal's absence, to a person designated by the Principal and either the certified or non-certified school nurse ~~or~~ the school physician**,** or the student assistance coordinator.

b. In response to a report of suspected anabolic steroid use, including instances when a report is made to law enforcement, the Principal or designee shall immediately notify the student's parent and the Superintendent. The Principal or designee shall arrange for an examination of the student by a physician licensed to practice medicine or osteopathy selected by the parent.

(1) If the physician chosen by the parent is not available to perform the examination, the examination shall be conducted by the school physician or other physician identified by the Principal.

(2) The student shall be examined as soon as possible for the purpose of determining whether the student has been using anabolic steroids.

c. The Superintendent or designee may disclose to law enforcement authorities the identity of a student suspected to have used or be using anabolic steroids.

(1) The Superintendent shall disclose to law enforcement authorities the identity of a student reasonably believed to be in possession of anabolic steroids or related paraphernalia or a student reasonably believed to be involved or implicated in distribution activities involving anabolic steroids.

d. The examining physician shall provide to the parent, Principal, and Superintendent a written report of the examination.

e. If it is determined the student has used anabolic steroids, an individual who holds the Educational Services Certificate with the student assistance coordinator endorsement issued by the New Jersey State Board of Examiners or an individual who holds one of the following educational services certificate endorsements; school nurse, school nurse/non-instructional, school psychologist, school counselor, school social worker or student personnel services endorsement on the Educational Services



Certificate and is trained to assess alcohol and other drug abuse shall interview the student and others, as necessary, for the purpose of determining the extent of the student's involvement with and use of anabolic steroids and the possible need for referral for treatment.

(1) To make this determination, the school staff member(s) identified above may conduct a reasonable investigation, which may include interviews with the student's teachers and parents and consultation with experts in student alcohol or other drug abuse.

f. If results of a referral for evaluation positively determine the student's involvement with and use of anabolic steroids represents a danger to the student's health and well-being, the school staff member(s) identified in D.1.e. Above who is trained to assess alcohol and other drug abuse shall initiate a referral for treatment to appropriate community agencies as defined in N.J.A.C. 6A:16-4.1(b), to out-of-State agencies licensed by the appropriate State regulatory agency for alcohol and other drug services, or to private practitioners certified by the appropriate drug and alcohol licensing board.

2. Students Suspected of Being Under the Influence of Alcohol or Other Drugs Other Than Anabolic Steroids – N.J.A.C. 6A:16-4.3(a)

a. Any educational staff member or other professional to whom it appears that a student may be currently under the influence of alcohol or other drugs on school grounds, report the matter as soon as possible to the Principal or, in his or her absence, to his or her designee and either the certified school nurse, non-certified school nurse, school physician, student assistance coordinator**,** pursuant to N.J.S.A. 18A:40A-12.

(1) In instances where the Principal and either the certified school nurse, non-certified school nurse, school physician or the student assistance coordinator are not in attendance, the staff member responsible for the school function shall be immediately notified.

(2) The referring staff member shall file with the Principal a report describing the incident. The form shall include all information necessary for a complete**,** accurate reporting on the Student Safety Data System (SSDS) according to N.J.S.A. 18A:17-46 and N.J.A.C. 6A:16-5.3.

b. In response to every report by an educational staff member or other professional or suspected student alcohol or other drugs use, including instances when a report is made to law enforcement, the Principal or designee shall**:**

(1) Immediately notify the student's parent and the Superintendent or designee**;**

(2) Arrange for an immediate medical examination of the student for the purposes of providing appropriate health care and for determining whether the student is under the influence of alcohol or other drugs, other than anabolic steroids; and

(3) Any substance screening conducted by the school nurse and/or other staff is not a substitute for the required medical examination required in N.J.S.A. 18A:40A-12.

c. The Superintendent or designee may disclose to law enforcement authorities the identity of a student suspected to be under the influence of alcohol or other drugs.

(1) The Superintendent or designee shall disclose to law enforcement authorities the identity of a student reasonably believed to be in possession of a controlled dangerous substance or related paraphernalia or a student reasonably believed to be involved or implicated in distribution activities regarding controlled dangerous substances.

d. The medical examination shall be performed by a physician licensed to practice medicine or osteopathy who is selected by the parent;

(1) The parent will be provided, in writing, the minimum requirements for the immediate medical examination, which will include, but not be limited to, the substances to be tested by the physician, the cut-off levels of each substance to be tested, the time period the immediate medical examination must be conducted, and any other requirements of the examination.

(2) The examination shall be at the expense of the parent and not the district Board of Education.

e. If the physician chosen by the parent is not immediately available, the medical examination shall be conducted by the school physician.

(1) If the school physician is not available, the student shall be accompanied by a member of the school staff designated by the Principal to the emergency room of the nearest hospital for examination.

(2) The Student's parent, if available, shall also accompany the student.

(2) When the medical examination is conducted by the school physician or a physician at the emergency room of the nearest hospital, the examination shall be at the expense of the district Board of Education.

f. The Board of Education will have a plan in place for the appropriate supervision of the student:

(1) While waiting for a parent to take the student to the physician selected by the parent, or while the student is waiting for and receiving the medical examination by the school physician or the physician in an emergency room; and

(2) Provisions will be made for the appropriate care of the student while awaiting the results of the medical examination.

g. A written report of the medical examination of the student shall be furnished to the student's parent, the Principal, and the Superintendent of Schools by the examining physician within twenty-four hours of the referral of the student for suspected alcohol or other drug use.

(1) The school district, in cooperation with the school physician or medical professionals licensed to practice medicine or osteopathy, shall establish minimum requirements for the medical report. The minimum requirements of the examination will be periodically reviewed and updated as needed.

(2) The report's findings shall verify whether the student's alcohol or other drug use interferes with his or her physical and mental ability to perform in school.



h. When the medical examination is performed by a physician other than the school physician or at the emergency room of the nearest hospital, the school district will require the parent to verify within twenty-four hours of the notification that the student is suspected of alcohol or other drug use that a medical examination was performed in compliance with this Policy.

(1) The verification shall include, at a minimum, the signature**,** printed name, address and phone number of the examining physician, the, date and time of the medical examination, and the date by which the report required in this Policy will be provided.

(2) Refusal or failure by a parent to comply with this requirement shall be treated as a policy violation and handled in accordance with N.J.A.C. 6A:16-4.3(d).

i. If the written report of the examination is not submitted to the parent, Principal**,** and Superintendent within twenty-four hours of the referral of the student, for suspected alcohol or other drug use, the student shall be allowed to return to school until such time as a positive determination of alcohol or other drug use is received from the examining physician, unless the student was also removed for violating the Code of Student Conduct.

j. If the written report of the medical examination verifies that alcohol or other drugs do not interfere with the student's physical and mental ability to perform in school, the student will be immediately returned to school.

k. If there is a positive determination from the medical examination, indicating the student's alcohol or other drug use interferes with his or her physical or mental ability to perform in school**:**

(1) The student will be returned as soon as possible to the care of the parent;

(2) Attendance at school shall not resume until a written report has been submitted to the parent the Principal**,** and Superintendent from a physician licensed to practice medicine or osteopathy who has examined the student to determine whether alcohol or other drug use interferes with his or her physical or mental ability to perform in school.

(b) The report shall verify that the student's alcohol or other drug use no longer interferes with the student's physical and mental ability to perform in school.



(3) Removal of a student with a disability shall be made in accordance with N.J.A.C. 6A:14.

l. While the student is home because of the medical examination or after the student returns to school, an individual who holds the Educational Services Certificate student assistance coordinator endorsement issued by the New Jersey State Board of Examiners or an individual who holds one of the following Educational Services Certificate endorsements: school nurse, school nurse/non-instructional, school psychologist, school counselor, school social worker or student personnel services and is trained to assess alcohol and other drug abuse shall:

(1) Conduct an alcohol and other drug assessment of the student and a reasonable investigation of the situation, which may include interviews with the student's teachers and parents and consultation with experts in student alcohol or other drug, for the purpose of making a preliminary determination of the student's need for educational programs, supportive services or treatment that extend beyond the general school program by virtue of the student's use of alcohol or other drugs.

(a) The findings of the assessment alone shall not prevent a student from attending school; and

(2) Cooperate with community agencies as defined in N.J.A.C. 6A:16-4.1(b) and juvenile justice officials in providing evaluation, referral and continuity of care for alcohol or other drug abuse treatment.

m. While the student is at home because of the medical examination or after his or her returns to school, the Principal or Superintendent may recommend or require alcohol and other drug assessment of the student or evaluation by appropriately certified or licensed professionals to make a positive determination of a student's need for programs and services that extend beyond the general school program, as necessary.

(1) The findings of these additional evaluations alone shall not be used to prevent a student from attending school.

n. If at any time it is determined that the student's use of alcohol or other drugs presents a danger to the student's health and well-being, an individual who holds the Educational Services Certificate with the student assistance coordinator endorsement issued by the New Jersey State Board of Examiners or an individual who holds one of the following Educational Services Certificate endorsements: school nurse, school nurse/non-instructional, school psychologist, school

counselor, school social worker or student personnel services and is trained in alcohol and other drug abuse treatment referral shall initiate a referral for alcohol or other drug abuse treatment.

E. Handling of Alcohol or Other Drugs

1. A student's person, effects, or school storage places may be searched for substances in accordance with Board Policy and applicable laws regarding searches in schools.

2. A school employee who seizes or discovers a substance, or an item believed to be a substance or drug paraphernalia, shall immediately notify and turn it over to the Principal or designee.

   a. The Principal or designee shall immediately notify the Superintendent or designee who in turn shall notify the County Prosecutor or other law enforcement official designated by the County Prosecutor to receive such information.

   b. In accordance with the provisions of N.J.A.C. 6A:16-6.4(a), the school employee, Principal or designee shall safeguard the alcohol, other drug, or paraphernalia against further destruction and shall secure the alcohol, other drug, or paraphernalia until it can be turned over to the County Prosecutor designee.

   c. The Principal or designee shall provide to the County Prosecutor or designee all information concerning the manner in which the alcohol, other drug, or paraphernalia was discovered or seized, including:

      (1) The identity of all persons who had custody of the Substance or paraphernalia following its discovery or seizure; and

      (2) The identity of the student believed to have been in possession of the substance or paraphernalia.

d. The Principal or designee shall not disclose the identity of a student who voluntarily and on his or her own initiative turned over the alcohol, other drug, or paraphernalia to a school employee, provided there is reason to believe the student was involved with the alcohol, other drug, or paraphernalia for the purpose of personal use and not distribution activities, and further provided the student agrees to participate in an appropriate treatment or counseling program.

(1) For the purposes of N.J.A.C. 6A:16-6.4, an admission by a student in response to questioning initiated by the Principal or teaching staff member, or following the discovery by the Principal or teaching staff member of a controlled dangerous substance, including anabolic steroids, or drug paraphernalia shall not constitute a voluntary, self-initiated request for counseling and treatment.

F. Reporting Students to law Enforcement Agencies

1. Subject to N.J.A.C. 6A:16-6.5, any staff member who, in the course of his or her employment, has reason to believe that a student has unlawfully possessed or in any way been involved in the distribution of a controlled dangerous substance, including anabolic steroids, or drug paraphernalia shall report the matter as soon as possible to the Principal or, in the absence of the Principal, to the staff member responsible at the time of the alleged violation.

2. Either the Principal or the responsible staff member shall notify the Superintendent, who in turn shall notify as soon as possible the County Prosecutor or other law enforcement official designated by the County Prosecutor to receive such information.

3. The Superintendent or designee shall provide to the County Prosecutor or designee all known information concerning the matter, including the identity of the student involved.

4. The Superintendent or designee; however, shall not disclose the identity of a student who has voluntarily sought and participated in an appropriate treatment or counseling program for an alcohol or other drug abuse problem, provided the student is not reasonably believed to be involved or implicated in drug-distribution activities.

5. For the purpose of N.J.A.,C. 6A:16-6.3, an admission by a student in response to questioning initiated by the Principal or teaching staff member, or following the discovery by the Principal or teaching staff member of a controlled dangerous substance, including anabolic steroids, or drug paraphernalia shall not constitute a voluntary, self-initiated request for counseling and treatment.



6. The Superintendent or designee may disclose to law enforcement authorities the identity of a student suspected to be under the influence of alcohol and/or controlled dangerous substances, pursuant to N.J.A.C. 6A:16-4.3(a), or a student suspected to have used or who may be using anabolic steroids, pursuant to N.J.A.C. 6A:16-4.3(b), and who is referred for a medical examination, pursuant to N.J.A.C. 6A:16-4.3(a) or (b), as appropriate, for the purposes of providing appropriate health care for the student and for determining whether the student is under the influence of alcohol or other drugs or has been using anabolic steroids. The Superintendent or designee shall disclose to law enforcement authorities the identity of a student reasonably believed to be in possession of a controlled dangerous substance or related paraphernalia or a student reasonably believed to be involved or implicated in distribution activities regarding controlled dangerous substances.

7. Law enforcement authorities shall not be notified of the findings if a student's alcohol or other drug test, pursuant to N.J.A.C. 6A:16-4.3(a)3i and N.J.A.C. 6A:16-4.3(b)3i and N.J.A.C.6A:4.3(a)4, was obtained as a result of the district Board of Education's voluntary random drug testing policy, pursuant to N.J.S.A. 18A:40A-22 et seq. and N.J.A.C. 6A:16-4.4.

G. Parent Training Program/Outreach Program

1. A substance abuse training program will be offered to the parents of students enrolled in the district. The program will be offered at times and places convenient to parents on school premises and/or in other suitable facilities.

2. The program shall, at a minimum, provide:

   a. A thorough and comprehensive review of the substance abuse instruction curriculum to be taught to the children of the parents during the school year**,** with recommendations as to the ways in which the parent may enhance, reinforce, and supplement that program;

   b. Information on the pharmacology, physiology, psychosocial, and legal aspects of substance abuse;

   c. Instruction to assist the parent in the identification of the symptoms and behavioral patterns that might indicate a child may be involved in substance abuse;

d. Information on the State ~~and~~ local**,** and community organizations which are for the prevention**,** early intervention, treatment, and rehabilitation of individuals who show symptoms of substance abuse~~rs~~; and

e. A review of the Board Policy and Regulations on substance abuse with attention to the role of parents.

3. The Board will provide information regarding substance abuse education programs for the parents of students in the district.

a. In addition to the substance abuse education program required pursuant to N.J.S.A. 18A:40A-17, the Board shall provide assistance to parents who believe that their child may be involved in substance abuse.

H. Records and Confidentiality of Records

1. Notations concerning a student's involvement with substances may be entered on his/her records, subject to N.J.A.C. 6A:32-7.1 et seq. and Policy 8330.

2. Information concerning a student's involvement in a school intervention or treatment program for alcohol or other drug abuse shall be kept strictly confidential according to 42 CFR Part 2, N.J.S.A. 18A:40A-7.1 and 7.2, and N.J.A.C. 6A:16-3.2.

3. If a student involved in a school-based drug and alcohol counseling program provides information during the course of a counseling session which indicates that the student's parent or other person residing in the student's household is dependent upon or illegally using a substance pursuant to N.J.S.A. 18A:40A-7.1 and 7.2 that information shall be kept confidential and may be disclosed only under the circumstances expressly authorized as follows:

a. Subject to the student's written consent, to another person or entity whom the student specifies in writing in the case of a secondary student or to a member of the student's immediate family or the appropriate school personnel in the case of an elementary student;

b. Pursuant to a court order;

c. To a person engaged in a bona fide research purpose; except that no names or other information identifying the student or the person with respect to whose substance abuse the information was provided, shall be made available to the researcher; or

d. To the Division of Child Protection and Permanency (DCP&P) or to a law enforcement agency, if the information would cause a person to reasonably suspect that the student or another child may be an abused or neglected child in accordance with statute or administrative code.

Any disclosure made pursuant to H.3.a. and b. above shall be limited to that information which is necessary to carry out the purpose of the disclosure, and the person or entity to whom the information is disclosed shall be prohibited from making any further disclosure of that information without the student's written consent. The disclosure must be accompanied by a written statement from the Superintendent or designee advising the recipient that the information is being disclosed from the records the confidentiality of which is protected by (N.J.S.A. 18A:40A-7.1 et seq.) and that this law prohibits any further disclosure of this information without the written consent of the person from whom the information originated.

Nothing in this Policy or Regulation prevents the DCP&P or a law enforcement agency from using or disclosing the information in the course of conducting an investigation or prosecution. Nothing in this Policy or Regulation shall be construed as authorizing a violation of any federal law.

The prohibition on the disclosure of information provided by a student shall apply whether the person to whom the information was provided believes that the person seeking the information already has it, has other means of obtaining it, is a law enforcement or other public official, has obtained a subpoena, or asserts any other justification for the disclosure of this information.

A person who discloses or willfully permits the disclosure of information provided by a student in violation of this Policy is subject to fines in accordance with N.J.S.A. 18A:40A-7.2.

4. Each incident of substance abuse shall be reported to the Commissioner on the Electronic Violence and Vandalism Reporting System (EVVRS**)**.

Issued: 15 December 2009
Revised: 5 May 2015
Revised: 30 April 2019

R 5550 DISAFFECTED STUDENTS

A. Grades Kindergarten through 6

1. Each student's work habits, behavior, products, and records will be continually monitored for signs of disaffection by teaching staff members responsible for the student's instructional program. Such signs of disaffection might include, but need not be limited to, the student's:

   a. Working below potential set by IQ indicators,

   b. Depressed standard test scores,

   c. Excessive absenteeism or truancy,

   d. Change in personality or work habits,

   e. Marked irritability, lassitude, or hypersensitivity.

2. The teacher or other professional staff member who observes signs that a student may be disaffected will confer with the Principal. If it is determined that concern about the student's welfare is warranted, the student's parent(s) or legal guardian(s) will be called in and made aware of the problems, and steps to deal with the student's disabling attitude will be proposed.

3. Once a student is identified as disaffected, steps to offset the effects of disaffection may be initiated. Such steps may include:

   a. A meeting with the learning disabilities teacher consultant to help teachers shape classroom strategies that might reduce disaffection,

   b. Building on the student's strengths to help bolster his/her sense of self-worth,

   c. Providing instructional alternatives to stimulate the student's interest by utilizing such devices as calculators, computers, educational games, and teaching machines,

   d. Assigning the student to another teacher,

   e. Transferring the student to another school in the district, and/or

   f. Referring the student to the Child Study Team.

Issued: 15 December 2009

R 5560 DISRUPTIVE STUDENTS

A. Grades Kindergarten through 6

1. Any of the following signs may indicate a disruptive student in the elementary grades:

   a. Unsatisfactory grades in citizenship or work habits,

   b. A worsening negative attitude,

   c. Disobedience and willful disregard of rules,

   d. Lack of concern for the rights of others,

   e. Argumentative behavior and truculence,

   f. Disregard for authority, or

   g. Fighting with classmates.

2. Any of the following steps may be followed, singly or in combination, to deal with the elementary student who has been identified as disruptive:

   a. After-school detention

   b. Use of behavior modification as well as other techniques designed to change disruptive classroom displays,

   c. Intervention by the Principal,

   d. Parent-teacher conference,

   e. Suspension, in accordance with Policy No. 5610, and

   f. Referral to the Child Study Team.

Issued: 15 December 2009

R 5561 USE OF PHYSICAL RESTRAINT AND SECLUSION TECHNIQUES FOR STUDENTS WITH DISABILITIES

A. Definitions

"Mechanical Restraint" means the use of any device or equipment to restrict a student's freedom of movement, but does not include devices implemented by trained school personnel, or utilized by a student that has been prescribed by an appropriate medical or related services professional and are used for the specific and approved purposes for which such devices were designed such as:

- Adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports;
- Vehicle safety restraints when used as intended during the transport of a student in a moving vehicle;
- Restraints for medical mobilization; or
- Orthopedically prescribed devices that permit a student to participate in activities without risk of harm.

"Physical restraint" means the use of a personal restriction that immobilizes or reduces the ability of a student to move all or a portion of his or her body.

"Seclusion technique" means the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving, but does not include a timeout.

"Timeout" means a behavior management technique that involves the monitored separation of a student in a non-locked setting, and is implemented for the purpose of calming.

B. Physical Restraint

A school district, an educational services commission, or an approved private school for students with disabilities (APSSD) that utilizes physical restraint on students with disabilities shall ensure that:

1. Physical restraint is used only in an emergency in which the student is exhibiting behavior that places the student or others in immediate physical danger;

2. A student is not restrained in the prone position, unless the student's primary care physician authorizes, in writing, the use of this restraint technique;

3. Staff members who are involved in the restraint of a student receive training in safe techniques for physical restraint from an entity determined by the Board of Education to be qualified to provide such training, and that the training is updated at least annually;

4. The parent of a student shall be immediately notified when physical restraint is used on the student. This notification may be by telephone or electronic communication. In addition, a full written report of the incident of physical restraint shall be provided to the parent within forty-eight (48) hours of the occurrence of the incident;

5. Each incident in which physical restraint is used is carefully and continuously visually monitored to ensure it was used in accordance with established procedures set forth in Policy and Regulation 5561 – Use of Physical Restraint and Seclusion Techniques for Students with Disabilities, developed in conjunction with the entity that trains staff in safe techniques for physical restraint, in order to protect the safety of the child and others; and

6. Each incident in which physical restraint is used is documented in writing in sufficient detail to enable staff to use this information to develop or improve the behavior intervention plan at the next individualized education plan meeting.

A school district, an educational services commission, and an APSSD shall attempt to minimize the use of physical restraints through inclusion of positive behavior supports in the student's behavior intervention plans developed by the individualized education plan team.

C. Physical Restraint Training Requirements

The training requirements on the use of physical restraint shall be as follows:

1. Building level administrators and school staff members who are involved in the restraint of a student shall receive training in safe techniques for physical restraint

shall be trained on the use of physical restraint from an entity determined by the Board to be qualified to provide such training.

a. The Principal or designee shall determine the school staff members that shall receive training in safe techniques for physical restraint of a student.

b. Training may include techniques of prevention and de-escalation, as well as alternatives to physical restraint.

c. Training may include current professionally accepted practices and standards regarding behavior management.

d. The training program in safe techniques for physical restraint shall be updated at least annually.

D. Interventions

1. Classroom interventions may include, but not be limited to, the following strategies:

a. The staff member may ignore the behavior;

b. The staff member may redirect the student to a task with verbal or non verbal prompts or gestures. Proximity helps as will the use of gentle humor may help, when appropriate;

c. The staff member shall be clear, polite, and respectful when redirecting the student's behavior. The staff member should make eye contact and tell the student what to do such as "I can't teach when you are talking, throwing things,…" or "Please stop and listen, read, write,…" The staff member should remind the student of consequences for non-compliance and rewards if they comply with the staff member's request;

d. The staff member shall be polite at all times. The staff member may repeat steps a. through c. above and~~/or~~ quietly give the student adequate wait time. If the staff member moves on, the student may comply after the initial confrontation if attention goes back to the lesson;

e. The staff member may advise the student to proceed to a time-out area in the classroom for a limited time (elementary and middle school); and

f. If classroom removal is required, the staff member shall follow school discipline procedures for notification and request for assistance if necessary.

2. Security interventions may include, but are not limited to, the staff member:

a. Standing quietly in the doorway and asking the student to accompany the staff member; and

b. Informing the student of the violation of the school discipline code and procedure and assure the student they have the choice to leave the classroom quietly.

E. Use of Physical Restraint

1. If necessary, the staff member shall restrain the student until the emergency no longer exists (i.e. the student stops punching, kicking, spitting, damaging property, etc.).

2. The staff member shall immediately contact the appropriate administrator and school nurse and complete a written report on the physical restraint the staff member used during the emergency situation.

3. The Principal's or designee's or any school staff member's report regarding the incident shall be documented in writing in sufficient detail to enable staff to use this information to develop or improve the behavior intervention plan at the next individualized education plan meeting. The documentation of physical restraint shall be placed in the student's school file.

4. The use of physical restraint is subject to the following additional requirements;

a. Physical restraint techniques shall consider the student's medical conditions and shall be modified as necessary;

b. Students shall not be subjected to physical restraint for using profanity or other verbal displays or disrespect or for non-compliance. A verbal threat will not be considered as constituting a physical danger unless a student also demonstrates a means of or intent to carry out the threat;

c. In determining whether a student who is being physically restrained should be removed from the area where the restraint was initiated, the supervising staff should consider the potential for injury to the student, the student's need for privacy, and the educational well-being of the other students in the vicinity;

d. A student shall be released from physical restraint immediately upon a determination by the staff member administering the restraint that the student is no longer in imminent danger of causing harm to himself/herself, others, or imminent property destruction; and

e. The student shall be examined by the school nurse after any restraint.

F. Seclusion Techniques

A school district, an educational services commission, or an APSSD that utilizes seclusion techniques on students with disabilities shall ensure that:

1. A seclusion technique is used on a student with disabilities only in an emergency in which the student is exhibiting behavior that places the student or others in immediate physical danger;

2. Each incident in which a seclusion technique is used is carefully and continuously visually monitored to ensure that it was used in accordance with established procedures set forth in Policy and Regulation 5561 – Use of Physical Restraint and Seclusion Techniques for Students with Disabilities, developed in conjunction with the entity that trains staff in safe techniques for physical restraint, in order to protect the safety of the child and others; and

3. Each incident in which a seclusion technique is used is documented in writing in sufficient detail to enable staff to use this information to develop or improve the behavior intervention plan at the next individualized education plan meeting.

A school district, an educational services commission and an APSSD shall attempt to minimize the use of seclusion techniques through inclusion of positive behavior supports in the student's behavior intervention plans developed by the individualized education plan team.

Issued: June 28, 2011
Revised: September 25, 2018

R 5600 STUDENT DISCIPLINE/CODE OF CONDUCT

A. Purpose

The Student Code of Conduct and this Regulation are established to achieve the following purposes:

1. Foster the health, safety, social, and emotional well-being of students;

2. Support the establishment and maintenance of civil, safe, secure, supportive, and disciplined school environments conducive to learning;

3. Promote achievement of high academic standards;

4. Prevent the occurrence of problem behaviors;

5. Establish parameters for the intervention and remediation of student problem behaviors at all stages of identification; and

6. Establish parameters for school responses to violations of the code of student conduct that take into account, at a minimum, the severity of the offenses, the developmental ages of the student offenders, and students' histories of inappropriate behaviors in accordance with N.J.A.C. 6A:16-7.2 through 7.**9**~~8~~, as appropriate.

B. Expectations for Academic Achievement, Behavior and Attendance

All students have a responsibility to comply with State statutes and administrative codes for academic achievement, behavior and attendance pursuant to N.J.A.C. 6A:32-8 and 12.1.

C. Behaviors That May Result in Suspension or Expulsion

In accordance with the provisions of N.J.S.A. 18A:37-2, any student who is guilty of continued and willful disobedience, open defiance of the authority of any teacher or person having authority over the student, the habitual use of profanity or of obscene language, or who shall cut, deface or otherwise injure any school property, shall be liable to punishment and to suspension or expulsion from school. Conduct which shall constitute good cause for suspension of a student guilty of such conduct shall include, but not be limited to, any of the following:

1. Continued and willful disobedience;

2. Open defiance of the authority of any teacher or person, having authority over the student;

3. Conduct of such character as to constitute a continuing danger to the physical well-being of other students;

4. Physical assault upon another student;

5. Taking, or attempting to take, personal property or money from another student, or from the student's presence, by means of force or fear;

6. Willfully causing, or attempting to cause, substantial damage to school property;

7. Participation in an unauthorized occupancy by any group of students or others of any part of any school or other building owned by an school district, and failure to leave such school or other facility promptly after having been directed to do so by the Principal or other person then in charge of such building or facility;

8. Incitement which is intended to and does result in unauthorized occupation by any group of student or others of any part of the school or other facility owned by any school district;

9. Incitement which is intended to and does result in truancy by other students;

10. Knowing possession or knowing consumption without legal authority of alcoholic beverages or controlled dangerous substances on school premises, or being under the influence of intoxicating liquor or controlled dangerous substances while on school premises; and

11. Harassment, intimidation or bullying

Students shall also be suspended from school for assault upon a school staff member in accordance with the provisions of N.J.S.A. 18A:37-2.1 and 2.2.



D. Students' Rights

Students subject to the consequences of the Student Discipline/Code of Conduct Policy and Regulation shall be informed of their rights, pursuant to N.J.A.C. 6A:16-7.1(c)3.i through vii, that include:

1. Advance notice of behaviors that will result in suspensions and expulsions that have been identified under authority of N.J.S.A. 18A:37-2;

2. Education that supports students' development into productive citizens;

3 Attendance in safe and secure school environments;

4. Attendance at school irrespective of students' marriage, pregnancy, or parenthood;

5. Due process and appeal procedures, pursuant to N.J.A.C. 6A3-1.3 through 1.17, N.J.A.C. 6A:4 and, where applicable, N.J.A.C. 6A:14-2.7 and 2.8, and N.J.A.C. 6A:16-7.2 through 7.5;

6. Parent notification consistent with the policies and procedures established pursuant to N.J.A.C. 6A:16-6.2(b)3 and N.J.A.C. 6A:16-7.1 through 7.8; and

7. Protections pursuant to 20U.S.C. § 1232g, Family Educational Rights and Privacy Act; 34 CFR Park 99, Family Educational Rights and Privacy; 20U.S.C. § 123h, Protection of Student Rights; 34 CFR Park 98, Student Rights in Research, Experimental Programs and Testing; P.L. 104-91, health Insurance Portability and Accountability Act; 45 CFR Park 160, General Administrative Requirements; 20 U.JS.C. § 7165, Transfer of school disciplinary records; 42 CFR Part 2, Confidentiality of Alcohol and Drug Abuse patient Records; N.J.S.A. 18A:40A-7.1, Confidentiality of certain information provided by students, exceptions; N.J.A.C. 6A:16-3.2, Confidentiality of student alcohol and other drug information, N.J.S.A. 18A:36-19, Student records, creation maintenance and retention, security and access, regulations, nonliability; N.J.S.A. 2A:4A-60, Disclosure of juvenile information, penalties for disclosure; N.J.A.C. 6A:32-7, Student Records; N.J.A.C. 6A:14-2.9, Student records, as well as other existing Federal and State laws and rules pertaining to student protection.



E. Comprehensive Behavioral Supports

Below are behavioral supports that promote positive student development and the students' abilities to fulfill the behavioral expectations established by the Board. These behavioral supports may include, but are not limited to, the following:

1. Positive Reinforcement for Good conduct and Academic Success

2. Supportive Interventions and Referral Services

   A student may be referred to the school's Intervention and Referral Services Team in accordance with the provisions of N.J.A.C.6A:16-8.1 and 8.2 and Policy and Regulation 2417.

3. Remediation of Problem Behavior

   The following actions may be taken to remediate problem behavior. These actions will take into account the behavior's nature, the students' developmental ages, and the students' histories of problem behaviors and performance.

   a. Restitution and Restoration

      (1) A student may be required to make restitution for any loss resulting from the student's conduct; or

      (2) A student may be required, at the discretion of the school district and when appropriate, to restore to its former condition any damaged or defaced property resulting from the student's conduct.

   b. Counseling

      (1) A student may be required to consult with school psychologist or school social worker.

      (2) The school psychologist and/or social worker will explain why the student's conduct is unacceptable to the school and damaging to the student, what the consequences of continued misconduct are likely to be, and appropriate alternative behaviors.

      (3) The school psychologist and/or social worker may refer the student, as appropriate, for additional counseling, evaluation,



intervention, treatment or therapy. Referrals may be made to the Child Study Team, the school's Intervention and Referral Services Team, a public or private social agency, a legal agency, or any other referral service that may assist the student.

c. Parent Conferences

(1) Students may be required to attend a meeting with his/her parent(s) and appropriate staff members to discuss the causes of the student's behavior, possible remediation, potential disciplinary measures, and alternative conduct.

4. Students with Disabilities

For students with disabilities, the remedial measures and behavioral interventions and supports shall be determined and provided pursuant to N.J.A.C. 6A:14.

F. School Responses to Violations of Behavioral Expectations

1. In accordance with the provisions of N.J.A.C. 6A:16-7.1(c)5, the Student Code of Conduct shall include a description of school responses to violations of behavioral expectations established by the Board of Education that, at a minimum are graded according to the severity of the offenses, and consider the developmental ages of the student offenders and their histories of inappropriate behavior that shall:

a. Include a continuum of actions designed to remediate and, where necessary or required by law, to impose sanctions;

b. Be consistent with other responses, pursuant to N.J.A.C. 6A:16-5.5;

c. Provide for equitable application of the Code of Student Conduct without regard to race; color; religion; ancestry; national origin; nationality; sex; gender; sexual orientation; gender identity or expression; marital, domestic-partnership, or civil union; mental, physical or sensory disability; or any other distinguishing characteristic, pursuant to N.J.S.A. 10:5-1 et seq. and

d. Be consistent with provisions of N.J.S.A. 18A:6-1, Corporal Punishment of Students.

G. Description of School Responses

School responses to violations of behavioral expectations are listed below:

1. Admonishment/Reprimand

    a. A school staff member in authority may admonish or reprimand a student's unacceptable conduct and warn the student that additional misconduct may warrant a more severe penalty.

2. Temporary Removal from Classroom

    a. The classroom teacher may direct the student report to the office of the administrator in charge of student discipline.

    b. The teacher will complete a form that indicates the student's name and the conduct that has caused the student's removal from the teacher's room.

    c. The administrator in charge of discipline will interview the student and determine which, if any, additional consequences shall be imposed.

3. Meeting with School Administration and Parent

    a. The student's parent may be required to attend a meeting with the Principal or designee and the student to discuss the student's conduct and to ensure the parent and the student understand school rules and expectations.

4. Deprivation of Privileges

    a. Students may be deprived privileges as disciplinary sanctions when designed to maintain the order and integrity of the school environment. These privileges may include, but are not limited to:

        (1) Moving freely about the school building;

        (2) Participation in co-curricular or inter/intrascholastic activities;

        (3) Attendance at a school-related social or sports activity;

        (4) Participation in a graduation ceremony;

        (5) Transportation to and from school on a school bus; or

(6) Any other privilege the Building Principal or designee determines may be appropriate and consistent with Policy and Regulation 5600 and N.J.A.C. 6A:16-7.1 et seq.

5. Grade Adjustment

a. A student who has cheated on a test or assignment, plagiarized material, falsified sources, refused to submit assignments or otherwise indulged in academic dishonesty or negligence may suffer a reduced grade by virtue of the disqualified work. In no other instance may a student's grade be lowered as a direct penalty for misconduct.

6. Suspension from School

a. A student may be denied the right to attend school for a period of time pursuant to N.J.S.A. 18A:37-2, N.J.A.C. 6A:16-7.2 and 6A:16-7.3, and Policy 5610.

7. Expulsion

a. The Board may expel a general education student form school, pursuant to N.J.S.A. 18A:37-2, N.J.A.C. 6A:16-7.4, and Policy 5620.

b. Expulsion is an extremely serious disciplinary measure and will not be imposed without the due process set forth in Policy and Regulation 5610 and Policy 5620.

H. Violations of Behavioral Expectations

1. The school responses to violations of behavioral expectations that are subject to student discipline including suspension or expulsion pursuant to N.J.S.A. 18A:37-2 outlined in a Chart of Student Discipline shall be consistent with the Board's policies and regulations/procedures on attendance, pursuant to N.J.A.C. 6A:16-7.6 and harassment, intimidation and bullying, pursuant to N.J.A.C. 6A:16-7.7.

2. The Principal or designee will maintain a list of community-based health and social service provider agencies available to support a student and a student's family, as appropriate, and a list of legal resources available to serve the community.

3. The Board of Education may deny participation in extra-curricular activities, school functions, sports, graduation exercises, or other privileges as disciplinary sanctions when designed to maintain the order and integrity of the school environment.

4. Northing in Policy and Regulation 5600 shall prevent the school administration from imposing a consequence for unacceptable student conduct not listed or included in a Chart of Student Discipline.

I. Student Conduct Away from School Grounds

1. The Building Principal or designee has the right to impose a consequence on a student for conduct away from school grounds that is consistent with the Board's Code of Student conduct, pursuant to N.J.A.C. 6A:16-7.1.

   a. This authority shall be exercised only when it is reasonably necessary for the student's physical or emotional safety, security and well-being or for reasons relating to the safety, security and well-being of other students, staff, or school grounds, pursuant to N.J.S.A. 18A:25-2 and 18A:37-2.

   b. This authority shall be exercised only when the conduct that is the subject of the proposed consequence materially and substantially interferes with the requirements of appropriate discipline in the operation of the school.

   c. Consequences for conduct away from school grounds shall be handled in accordance with the Board approved Code of Student conduct, pursuant to N.J.A.C. 6A:16-7.1, Policy and Regulation 5600 and, as appropriate, in accordance with N.J.A.C. 6A:16-7.2, 7.3 or 7.4.

2. School authorities shall respond to harassment, intimidation or bullying that occurs off school grounds, pursuant to N.J.S.A. 18A:37-14 and 15.3 and N.J.A.C. 6A:16-1.3, 7.1 and 7.7.

J. School Bus Conduct

Violations of the rules regarding student conduct on school buses will be handled as follows:

1. The bus driver will report unacceptable conduct to the Principal of the school in which the student is enrolled by submission of a completed written report that includes the name of the student, the school and the student's conduct.



2. The principal or designee will investigate the matter, which may include meeting with the bus driver, bus aide, other students on the school bus and the student who was reported by the bus driver.

3. The parent will be notified of the student's reported conduct.

4. The Principal or designee will make a determination if the student violated behavioral expectations and the discipline to be administered in accordance with the Code of Student Conduct.

5. If it is determined the misconduct is severe, the student may be suspended from the bus pending a conference with the parent.

K. Students with Disabilities

For students with disabilities, subject to Individualized Education Programs in accordance with 20 U.S.C. § 1400 et seq., the Individuals with Disabilities Educational Improvement Act, N.J.A.C. 6A:14, and accommodation plans under 29 U.S.C. §§ 794 and 705(20), student discipline and the code of student conduct shall be implemented in accordance with the components of the applicable plans.

L. Records

1. Instances of student discipline will be recorded in the student's file in strict compliance with N.J.A.C. 6A:32-7.1 et seq. and Policy and Regulation 8330.

2. When a student transfers to a public school district from another public school district, all information in the student's record related to disciplinary actions taken against the student by the school district and any information the school district has obtained pursuant to N.J.S.A. 2A:4A-60, disclosure of juvenile information; penalties for disclosure, shall be provided to the receiving public school district, in accordance with the provisions of N.J.S.A. 18A:36-19(a), N.J.A.C. 6A:32-7.5.

   a. The record shall be provided within two weeks of the date that the student enrolls in the receiving district.

   b. Written consent of the parent or adult student shall not be required as a condition of the transfer of this information, however, written notice of the transfer shall be provided to the parent or the adult student.

3. When a student transfers to a private school, which includes all sectarian or nonsectarian nonprofit institutional day or residential schools that provide education for students placed by their parents and that are controlled by other than public authority, all student disciplinary records, with respect to suspensions or expulsions, shall be provided by the public school district of residence to the private school upon written request from the private school, in the same manner as such records would be provided to a public school**,** pursuant to 20 U.S.C. § 6301, Title IV § 4155 of the elementary and Secondary Education Act.

4 . The Board shall not use a student's past offenses on record to discriminate against that student.

5. All student disciplinary records pursuant to N.J.A.C. 6A:16-7 shall conform with the requirements set forth in N.J.A.C. 6A:16-7.8(d).

M. Annual Report

The Superintendent of Schools will designate a school staff member to coordinate an annual review and update of Policy and Regulation 5600. The Superintendent's designee will:

1. Compile an annual summary report of violations of the student behavioral expectations and the associated school responses to the violations in the Student Discipline/Code of Conduct Policy and Regulation;

2. Convene a Student Discipline/Code of Conduct Committee comprised of administrators and faculty to review the annual summary report and to develop recommendations, if any, to improve and update the Student Discipline/Code of Conduct Policy and Regulation.

3. The Superintendent's designee shall submit the Committee's recommendations, if any to improve or update the Student Discipline/Code of Conduct Policy and Regulation.

4. The Superintendent will review the Committee's report with school administrators and will determine if the Student Discipline/Code of conduct Policy and Regulation should be updated.

5. The Superintendent will recommend to the Board revisions to the Student Discipline/Code of Conduct Policy, if needed.



N. Policy and Regulation Publication and Distribution

The Student Discipline/Code of Conduct Policy and Regulation shall be disseminated annually to all school staff, students and parents. These documents may be disseminated in handbooks, electronically, or in hard copy form. Principals will ensure these documents are made available to all students on or before the first day of each school year and to transferring student son the first day of their enrollment in this district.

Issued: 15 December 2009
Revised: 27 March 2012
Revised: 5 May 2015
Revised: 30 April 2019

R 5610 SUSPENSION PROCEDURES

A. Short-Term Suspensions

1. In each instance of a short-term suspension, the Principal or designee, shall assure the rights of a student suspended for one, but not more than ten consecutive school days by providing for the following:

   a. As soon as practicable, oral or written notice of charges to the student.

      (1) When charges are denied, an explanation of the evidence forming the basis of the charges also shall be provided.

   b. Prior to the suspension, an informal hearing during which the student is given the opportunity to present his or her version of the events regarding his or her actions leading to the short-term suspension and is provided notice of the school district's actions taken pursuant to N.J.A.C. 6A:16-7.1(c)2 and 5.

      (1) The informal hearing shall be conducted by a school administrator or designee;

      (2) To the extent that a student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the educational process, the student may be immediately removed from the student's educational program and the informal hearing shall be held as soon as practical after the suspension;

      (3) The informal hearing should take place even when a school staff member has witnessed the conduct forming the basis of the charge; and

      (4) The informal hearing and the notice given may take place at the same time.

c. Oral or written notification to the student's parent of the student's removal from the student's educational program prior to the end of the school day on which the Principal decides to suspend the student. The notification shall include an explanation of:

(1) The specific charges;

(2) The facts on which the charges are based;

(3) The provision(s) of the code of student conduct the student is accused of violating;

(4) The student's due process rights, pursuant to N.J.A.C. 6A:16-7.1(c)3 and N.J.A.C. 6A:16-7.2; and

(5) The terms and conditions of the suspension.

d. Appropriate supervision of the student while waiting for the student's parent to remove the student from school during the school day; and

e. Academic instruction, either in school or out of school, that addresses the New Jersey Student Learning Standards.

(1) The student's academic instruction shall be provided within five school days of the suspension.

(2) At the completion of a short-term suspension, the Board of Education shall return a general education student to the general education program for which he or she was suspended.

(3) The academic instruction provided to a student with a disability shall be provided consistent with N.J.A.C. 6A:14.

2. The Principal suspending the student shall immediately report the suspension to the Superintendent, who shall report it to the Board of Education at its next regular meeting, pursuant to N.J.S.A. 18A:37-4.



3. An appeal of the Board's decision affecting the general education student's educational program shall be made to the Commissioner, in accordance with N.J.S.A. 18A:37-2.4 and N.J.A.C. 6A:3-1.3 through 1.17.

4. For a student with a disability, the provisions set forth in N.J.A.C. 6A:16-7.2 shall be provided in addition to all procedural protections set forth in N.J.A.C. 6A:14.

B. Long-Term Suspensions

1. In each instance of a long-term suspension, the Principal or designee shall assure the rights of a student suspended for more than ten consecutive school days by providing the following:

   a. Notification to the student of the charges prior to the student's removal from school;

   b. Prior to the suspension, an informal hearing during which the student is given the opportunity to present his or her version of events regarding his or her actions leading to the long-term suspension and is provided notice of the school district's actions taken pursuant to N.J.A.C. 6A:16-7.1(c)2 and 5;

   c. Immediate notification to the student's parent of the student's removal from school;

   d. Appropriate supervision of the student while waiting for the student's parent to remove the student from school during the school day;

   e. Written notification to the parent by the Superintendent or designee within two school days of the initiation of the suspension, stating:

      (1) The specific charges;

      (2) The facts on which the charges are based;

      (3) The student's due process rights, pursuant to N.J.A.C. 6A:16-7.1(c)3 and N.J.A.C. 6A:16-7.3; and

(4) Further engagement by the student in conduct warranting expulsion, pursuant to N.J.S.A. 18A:37-2, shall amount to a knowing and voluntary waiver of the student's right to a free public education, in the event that a decision to expel the student is made by the Board, pursuant to N.J.S.A. 18A:37-2 and N.J.A.C. 6A:16-7.4.

(a) The Board shall request from the parent and student written acknowledgement of the notification provided pursuant to N.J.A.C. 6A:16-7.3(a)5.iv subsequent to the removal of the student from his or her educational program, pursuant to N.J.A.C. 6A:16-7.3.

f. A list of witnesses and their statements or affidavits, if any, no later than five days prior to the formal hearing, pursuant to j. below;

g. For a student with a disability, a manifestation determination, pursuant to N.J.A.C. 6A:14-2.8 and the Federal regulations;

h. Information on the student's right to secure an attorney and legal resources available in the community identified pursuant to N.J.A.C. 6A:16-7.1(c)7;

i. Either in- or out-of-school educational services that are comparable to those provided in the public schools for students of similar grades and attainments, pursuant to N.J.S.A. 18A:38-25, which may include a public education program provided in accordance with N.J.A.C. 6A:16-9 or 10.

(1) The student's educational services shall be provided within five school days of the suspension.

(2) The Board shall make decisions regarding the appropriate educational program and support services for the suspended general education student based on the New Jersey Student Learning Standards and the following considerations:

(a) A behavioral assessment or evaluation including, but not limited to, a referral to the Child Study Team, as appropriate;

(b) The results of relevant testing, assessments, or evaluations of the student;

(c) The student's academic, health, and behavioral records;

(d) The recommendation of the Superintendent, Principal, or other relevant school or community resource;

(e) Considerations of parental input; or

(f) Consultation with the Intervention and Referral Services Team, in accordance with N.J.A.C. 6A:16-8.

(3) Educational services provided to a student with a disability shall be provided consistent with N.J.A.C. 6A:14.

j. A formal hearing before the Board that shall, at a minimum:

(1) Be conducted by the Board or delegated by the Board to a Board committee, a school administrator, or an impartial hearing officer for the purpose of determining facts or making recommendations.

(a) Before taking final action, the Board as a whole shall receive and consider either a transcript or detailed report on the hearing.

(2) Include the opportunity for the student to:

(a) Confront and cross-examine witnesses, if there is a question of fact; and

(b) Present his or her own defense, and produce oral testimony or written supporting affidavits.

(3) Take place no later than thirty calendar days following the day the student is suspended from the general education program; and

(4) Result in the Board's decision that shall be based, at a minimum, on the preponderance of competent and credible evidence.

k. A written statement to the student's parent regarding the Board's decision within five school days after the close of the hearing. The statement shall include at a minimum:

(1) The charges considered;

(2) A summary of the documentary or testimonial evidence from both the student and the administration that was brought before the Board at the hearing;

(3) Factual findings relative to each charge and the Board's determination of each charge;

(4) Identification of the educational services to be provided to the student, pursuant to i. above;

(5) The terms and conditions of the suspension; and

(6) The right to appeal to the Commissioner of Education the Board's decision regarding the student's general education program, in accordance with N.J.S.A. 18A:37-2.4 and N.J.A.C. 6A:3-1.3 through 1.17.

l. If at any time it is found that the student did not commit the offense, the student shall be immediately returned to the program from which he or she was removed; and

m. At the completion of a long-term suspension, the Board shall return the general education student to the general education program.



2. An appeal of the Board's decision regarding the general education student's program shall be made to the Commissioner of Education, in accordance with N.J.S.A. 18A:37-2.4 and N.J.A.C. 6A:3-1.3 through 1.17.

3. Suspension of a general education student shall not be continued beyond the Board's second regularly scheduled meeting following the suspension, unless the Board so determines, pursuant to N.J.S.A. 18A:37-5.

   a. The Board shall determine whether to continue the suspension, pursuant to B.1. above, based on the following criteria:

      (1) The nature and severity of the offense;

      (2) The Board's removal decision;

      (3) The results of relevant testing, assessments, or evaluations of the student; and

      (4) The recommendation of the Superintendent, after considering input from the Principal or Director of the alternative education program or home or other in-school or out-of-school instruction program in which the student has been placed.

   b. The Board shall develop and adopt policies and procedures providing for action on the continuation of student suspensions in the event of cancellation of the first or second regular Board meeting pursuant to N.J.S.A. 18A:37-4 and 5. In this unlikely event,

      A special committee of the Board, which will include the Superintendent of Schools or his/her designee, will be appointed by the Board President to make a decision on the continuation of the suspension. The committee's decision will be implemented subject to ratification of the committee's decision at the next regularly scheduled Board meeting.

4. When the Board votes to continue a general education student's suspension, it shall review the case, in consultation with the Superintendent, at each subsequent Board meeting for the purpose of determining:

   a. The status of the student's suspension;

   b. The appropriateness of the suspended student's current educational program; and

   c. Whether the suspended student's current placement, pursuant to i. above, should continue or whether the student should return to the general education program.

5. When the Board votes to continue a general education student's suspension, it shall make, in consultation with the Superintendent, the final determination on:

   a. When the student is prepared to return to the general education program;

   b. Whether the student will remain in an alternative education program or receive home or other in-school or out-of-school instruction, based on the criteria set forth in B.3.a.(1) through (4) above; or

   c. Whether to initiate expulsion proceedings in accordance with N.J.S.A. 18A:37-2, N.J.A.C. 6A:16-7.4, and Policy 5620.

6. The Board shall provide a general education student suspended under N.J.A.C. 6A:16-7.3 with an appropriate educational program or services, based on the criteria set forth under B.1.i.(2) above, until the student graduates from high school or reaches the age of twenty, whichever comes first.

   a. The educational program shall be consistent with the provisions of N.J.A.C. 6A:16-9.2 and 10.2 and 6A:14-2 and 4.3, whichever is applicable; or

b. The educational services provided, either in-school or out-of-school, shall be comparable to those provided in the public schools for students of similar grades and attainments, pursuant to the provisions of N.J.S.A. 18A:38-25.

7. For a student with a disability who receives a long-term suspension, the Board shall proceed in accordance with N.J.A.C. 6A:14 in determining or changing the student's educational placement to an interim or alternate educational setting.

a. All procedural protections set forth in N.J.A.C. 6A:14 and N.J.A.C. 6A:16-7.3 shall be afforded to a student with a disability who is subjected to a long-term suspension.

b. All decisions concerning the student's educational program or placement shall be made by the student's Individualized Education Program team.

c. The provisions of B.2. through B.6. above shall not apply to students with disabilities.

C. Meeting with Student - Multiple Suspensions or Possible Expulsion

1. In accordance with the provisions of N.J.S.A. 18A:37-2c, in the event a student has experienced multiple suspensions or may be subject to a proposed expulsion from school, the Principal shall convene a meeting, as soon as practicable, between the student and a school psychologist, a school counselor, a school social worker, a student assistance coordinator, or a member of the school's intervention and referral services team.

a. The Principal may convene such a meeting, if after the student has been suspended for the first time, the Principal upon evaluation deems such a meeting appropriate.

b. The purpose of the meeting shall be to identify any behavior or health difficulties experienced by the student and, where appropriate, to provide supportive interventions or referrals to school or community resources that may assist the student in addressing the identified difficulties.



2. The requirements of C.1. above shall not apply when a student's immediate removal or suspension from the school's regular education program is required pursuant to:

   a. The provisions of the "Zero Tolerance for Guns Act," (N.J.S.A. 18A:37-7 et seq.);

   b. N.J.S.A. 18A:37-2.1 – Assault by Pupil Upon Teacher, etc.; Suspension; Expulsion Proceedings;

   c. N.J.S.A. 18A:37-2.2 – Offense by Pupil Involving Assault, Removal from Schools Regular Education Program; or

   d. In any other instance in which the safety and security of other students or school staff requires the student's immediate removal from school.

3. In the instances provided in C.2.a. through d. above, the meeting required in C.1. above shall take place as soon as practicable following the student's removal from the school's regular education program.

4. The provisions of N.J.S.A. 18A:37-2c and C. of this Regulation shall be construed in a manner consistent with the "Individuals with Disabilities Act," 20 U.S.C. § 1400 et seq.

Adopted: 24 February 2015
Revised: 2 January 2018
Revised: 24 November 2020

R 5611 REMOVAL OF STUDENTS FOR FIREARMS OFFENSES

A. Definitions for the Purposes of This Regulation are:

"School buildings" and "school grounds" means and includes land, portions of land, structures, buildings and vehicles, when used for the provision of academic or extracurricular programs sponsored by the school district or community provider and structures that support these buildings, such as school district wastewater treatment facilities, generating facilities, and other central services facilities including, but not limited to, kitchens and maintenance shops. "School buildings" and "school grounds" also includes athletic stadiums' swimming pools; and any associated structures or related equipment tied to such facilities including, but not limited to, grandstands; night field lights; greenhouses; garages; facilities used for non-instructional or non-educational purposes; and any structure, building, or facility used solely for school administration. **"**School buildings" and "school grounds" also includes other facilities such as, playground and other recreational places owned by local municipalities private entities, or other individuals during those times when the school district has exclusive use of a portion of such land in accordance with N.J.A.C. 6A:16-1.3 and 6A:26-1.2.

B. Removal of Students for Firearm Offenses

1. Pursuant to the provisions of N.J.A.C. 6A:16-5.5, any student, other than a student with a disability, committing the following offenses shall be immediately removed from the school's general educational program for a period of not less than one calendar year:

   a. Convicted or adjudicated delinquent for possession of a firearm on school grounds; and

   b. Convicted or adjudicated delinquent for committing a crime while in possession of a firearm on school grounds; and

   c. Found knowingly in possession of a firearm on any school grounds.

2. The Superintendent may modify, on a case-by-case basis, the removal of a general education student.

a. The Superintendent shall develop and maintain a written record of case-by-case modifications of the removal requirement of N.J.A.C. 6A:16-5.5(b), which shall be made available to the Commissioner of Education upon request.

1. Nothing in N.J.A.C. 6A:16-5.5 or this Policy and Regulation shall be construed to prohibit the expulsion of a general education student.

4. The Board shall immediately remove students with disabilities for offenses involving firearms in accordance with N.J.A.C. 6A:14 and applicable Federal regulations.

C. Procedures – Removal of Students for Firearm Offenses

1. The Principal shall:

a. Remove a student as set forth in B. above;

b. Isolate the student and place him or her under the supervision of school staff until the student's parent or a law enforcement official takes custody of the student;

c. Immediately report to the Superintendent the removal of the student;

d. Notify the appropriate law enforcement agency of a possible violation of the New Jersey Code of Criminal Justice; and

e. Notify the student's parent of the following information:

(l) The removal action;

(1) The law enforcement notification;

(2) The change of custody, if it occurs; and

(3) A general education student's due process rights, as set forth in N.J.A.C. 6A:16-7.2 through 7.87, or the due process rights of a student with a disability, as set forth in N.J.A.C. 6A:16-2.7 and 2.8 and N.J.A.C. 6A:16-7.2 through 7.5.

2. A student, other than a student with a disability, removed from the general education program pursuant to N.J.A.C. 6A:16-5.5 shall be placed in an alternative education program, according to the requirements of N.J.A.C. 6A:16-9.1 et seq.

   a. If placement in an alternative education program is not available, the general education student shall be provided home or other out-of-school instruction, according to N.J.A.C. 6A:16-10, until placement is available.

3. A student with a disability removed pursuant to B. above shall receive a placement in accordance with N.J.A.C. 6A:14.

4. A student, other than a student with a disability, removed pursuant to B. above shall be entitled to a hearing before the Board of Education in accordance with N.J.A.C. 6A:16-7.3 through 7.5.

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

D. Return to General Education Program

1. The Superintendent shall make the final determination on whether the general education student is prepared to return to the general education program, or will remain in an alternative education program, pursuant to N.J.A.C. 6A:16-9.1 et seq., or receive home or other out-of-school instruction, pursuant to N.J.A.C. 6A:16-10, based on the following criteria:

   a. The nature and severity of the offense;

   b. The Board's removal decision;

   c. The results of relevant testing, assessment, or evaluation of the student; and

   d. The recommendation of the Principal or Director of the alternative education program or home or other out-of-school instruction program in which the student has been placed.

E. Exception

The provisions of N.J.A.C. 6A:16-5.5 shall not apply to a firearm that is lawfully stored in a locked vehicle on school grounds, or when it is for activities approved and authorized by the Board of Education, as long as the Board adopts appropriate safeguards to ensure student safety.

a. All students shall obtain written authorization from the Superintendent to possess a firearm stored inside a locked vehicle on school grounds or used for participation in a school-sponsored function.

(1) The Superintendent shall not provide authorization to a student who has been convicted or adjudicated delinquent for possession of a firearm or for a crime involving the use of a firearm.

Issued: 15 December 2009

Adopted: 24 February 2015
Revised: 30 April 2019

R5612 ASSAULTS ON DISTRICT BOARD OF EDUCATOIN MEMBERS OR EMPLOYEES

A. Removal of Students for Assault on Board Members and Employees

1. Pursuant to the provisions of N.J.A.C. 6A:16-5.7, any student who commits an assault, as defined under N.J.S.A. 2C:12-1(a)1, not involving the use of a weapon or firearm, upon a teacher, administrator, other school Board employee, or Board of Education member acting in the performance of his or her duties and in a situation where his or her authority to act is apparent, or as a result of the victim's relationship to the school district, pursuant to N.J.S.A. 18A:37-2.1 shall be immediately removed from school.

2. A student, other than a student with a disability, who commits an assault pursuant to A.1. above, shall be immediately removed from school consistent with due process procedures, pending a hearing, pursuant to N.J.A.C. 6A:16-7.2 through 7.5.

   a. Nothing in N.J.A.C. 6A:16-5.7 shall be construed as prohibiting the expulsion of a general education student.

3. A student with a disability who commits an assault pursuant to A.1. above shall be removed in accordance with N.J.A.C. 6A:14.

B, Procedures – Removal of Students for Assault on Board Members and Employees

1. The Principal or designee shall:

   a. Remove a student as set forth in A. above;

   b. Isolate the student and place him or her under the supervision of school staff until the student's parent or an appropriate agency takes custody of the student;

   c. Immediately report to the Superintendent the removal of the student;

   d. Notify the student's parent of the removal action and the student's due process rights; and

e. Notify the appropriate law enforcement official of a possible violation of the New Jersey Code of Criminal Justice.

2. The Board of Education shall provide due process proceedings for all students in accordance with N.J.A.C. 6A:16-7.2, 7.3, 7.4 and 7.5 and for a student with a disability in accordance with N.J.A.C. 6A:14-2.7 and 2.8.

Adopted: 24 February 2015
Revised: 30 April 2019

R 5613 REMOVAL OF STUDENTS FOR ASSAULTS WITH WEAPONS OFFENSES

A. Definitions

"School buildings" and "school grounds" means and includes land, portions of land, structures, buildings and vehicles when used for the provision of academic or extracurricular programs sponsored by the school district or community provider and structures that support these buildings, such as school district wastewater treatment facilities, generating facilities, and other central services facilities including, but not limited to, kitchens and maintenance shops. "School buildings" and "school grounds" also includes athletic stadiums; swimming pools; any associated structures or related equipment tied to such facilities including, but not limited to, grandstands; night field lights; greenhouses; garages; facilities used for non-instructional or non-educational purposes; and any structure, building, or facility used solely for administration. School buildings" and "school grounds also includes other facilities as, playground and recreational places owned by local municipalities, private entities, or other individuals during those times when the school district has exclusive use of a portion of such land in accordance with N.J.A.C. 6A:16-1.3 and 6A:26-1.2.

B. Removal of Students for Assaults with Weapons Offenses

1. Pursuant to the provisions of N.J.A.C. 6A:16-5.6, any student, other than a student with a disability, who commits an assault, as defined under N.J.S.A. 2C:12-1(a)1, with a weapon, which includes, but is not limited to, items enumerated in N.J.S.A. 2C:39-l(r), except a firearm as defined by N.J.S.A. 2C:39-1(f) and 18 U.S.C. § 921, upon a teacher, administrator, other school Board employee, Board of Education member, or another student on school grounds, pursuant to N.J.S.A. 18A:370-2.2 through 2.5 shall be immediately removed from the school's general education program for a period not exceeding one calendar year.

2. The Superintendent may modify on a case-by-case basis the removal of a general education student.

3. Nothing in N.J.A.C. 6A:16-5.6 shall be construed to prohibit the expulsion of a general education student.

4. The Board shall immediately remove students with disabilities for assaults with weapons offenses in accordance with N.J.A.C. 6A:14 and applicable Federal regulations.

C. Procedures – Removal of students for Assaults with Weapons Offenses

1. The Principal or designee shall:

   a. Remove a student as set forth in B. above;

   b. Isolate the student and place him or her under the supervision of school staff until the student's parent or an appropriate agency takes custody of the student;

   c. Immediately report to the Superintendent the removal of the student;

   d. Notify the appropriate law enforcement agency of a possible violation of the New Jersey Code of Criminal Justice; and

   e. Notify the student's parent of the following information:

      (1) The removal action;

      (2) The law enforcement notification;

      (3) The change of custody, if it occurs; and

      (4) A general education student's due process rights pursuant to N.J.A.C. 6A:16-7.2 through 7.5 or a student with a disability's due process rights, as set forth in N.J.A.C. 6A:14-2.7 and 2.8 and N.J.A.C. 6A:16-7.2 through 7.5.

2. A Student, other than a student with a disability, removed from the general education program pursuant to N.J.A.C. 6A:16-5.6 shall be placed in an alternative education program, according to the requirements of N.J.A.C. 6A:16-9.1 et seq.:

   a. If placement in an alternative education program is not available, the general education student shall be provided home or other out-of-school instruction according to N.J.A.C. 6A:16-10, until placement is available.



3. A student with a disability removed pursuant to B. above shall receive a placement in accordance with N.J.A.C. 6A:14.

4. A student, other than a student with a disability, removed pursuant to B. above shall be entitled to an informal hearing, pursuant to N.J.A.C. 6A:16-7.2 and 7.3, and a hearing before the Board of Education pursuant to N.J.A.C. 6A:16-7.3.

5. If it is found that the removed student did not commit the offense(s), the student shall be immediately returned to the program from which he or she is removed.

D, Return to General Education Program

1. The Superintendent shall make the final determination on whether the general education student is prepared to return to the general education program or will remain in an alternative education program or receive home or other out-of-school instruction based on the following criteria:

   a. The nature and severity of the offense;

   b. The Board's removal decision;

   c. The results of relevant testing, assessment or evaluation of the student; and

   d. The recommendation of the Principal or Director of the alternative education program or home or other out-of-school instruction program in which the student has been place.

A. Exception

1. The provisions of N.J.A.C. 6A:16-5.6 shall not apply to a student who has obtained the Superintendent's written authorization to lawfully possess a firearm or other weapon while participating in a school-sponsored function.

   a. The Superintendent shall not provide authorization to a student who has been convicted or adjudicated delinquent for possession of a firearm or weapon or for a crime involving the use of a firearm.

Adopted: 24 February 2015
Revised: 30 April 2019

R 5721 DISTRIBUTION OF INDEPENDENT PUBLICATIONS

A. Definition

"Independent publications" are written or printed cards, letters, circulars, books, pamphlets, notices, newspapers, and other documents prepared and distributed by students, independent of any curricular or co-curricular activity sponsored by the Board of Education.

B. Distribution

1. Independent publications may be distributed on school premises only by the students enrolled in that school.

2. Distribution may be conducted during periods of time when the activity will not interrupt the instructional program or interfere with an exercise necessary for student safety, such as a fire drill.

3. Distribution may be conducted in places in which the activity will not obstruct the passage of persons, cause a safety hazard, or interfere with the orderly operation of the school.

4. The Principal will establish, in consultation with recognized student organizations, rules setting specific times and places for the distribution of independent publications on the school premises.

C. Littering

1. Distribution will be conducted in a manner that reduces the possibility of litter.

2. Students who distribute independent publications are responsible for policing the area in which the distribution takes place and assuring that all litter is promptly removed.

D. Enforcement

1. The Principal will enforce these regulations and will determine whether distribution violates the standards set forth in paragraph B2 and paragraph B3.

2. A decision of the Principal may be appealed to the Superintendent.

Issued: 15 December 2009



R 5750 EQUAL EDUCATIONAL OPPORTUNITY COMPLAINT PROCEDURE

A. Purpose and Application

1. The purpose of this procedure is to give any student or the parent of a student the opportunity to appeal an allegedly discriminatory practice in the program of this district or an alleged denial of equal educational opportunity.

2. This procedure is intended to facilitate an equitable and just resolution of a dispute at the most immediate level and should be implemented in an informal manner.

3. Every reasonable effort will be made to expedite the process in the interest of a prompt resolution. Time limits may, however, be extended with the consent of all parties.

4. All participants in the procedure will respect the confidentiality that this district accords to information about individual students.

B. Definitions

1. "Board of Education" means the Board of Education of the North Caldwell School District.

2. "Complaint" means an unresolved problem concerning the interpretation or application by an officer or employee of the school district relating to compliance with law, regulations, or policies regarding equal educational opportunities.

3. "Complainant" means a student or a parent of a student who alleges a complaint.

4. "Day" means a working or calendar day as identified.

5. "Student" means an individual enrolled in any formal educational program provided by the school district.

6. "School district" means the North Caldwell School District.

C. Procedure

1. A complainant shall discuss his/her complaint with the staff member most closely involved, in an attempt to resolve the matter informally.

2. If the matter is not resolved to the satisfaction of the complainant within thirty working days, the complainant may submit a written complaint to the Affirmative Action Officer. The complaint will include:

   a. The student's name and, in the complaint of a person acting on behalf of the student, the name and address of the complainant;

   b. The specific act or practice that the complainant complains of;

   c. The school employee, if any, responsible for the allegedly discriminatory act;

   d. The results of discussions conducted in accordance with paragraph C1; and

   e. The reasons why those results are not satisfactory.

3. The Affirmative Action Officer will investigate the matter informally and will respond to the complainant in writing no later than seven working days after receipt of the written complaint. A copy of the complaint and the response will be forwarded to the Superintendent.

4. The response of the Affirmative Action Officer may be appealed to the Superintendent in writing within three working days after it has been received by the complainant. The appeal will include the original complaint, the response to the complaint, and the complainant's reason for rejecting the response. A copy of the appeal must be given to the staff member alleged to have acted discriminatorily.

5. On his/her timely request (that is, submitted before the expiration of the time within which the Superintendent must render a decision), the complainant will be given an informal hearing before the Superintendent, at a time and place convenient to the parties, but no later than seven working days after the request for a hearing has been submitted. The Superintendent may also require the presence at the hearing of the staff member charged with a discriminatory act and any other person with knowledge of the act complained of.



6. The Superintendent will render a written decision in the matter no later than ten working days after the appeal was filed or the hearing was held, whichever occurred later. Copies of the decision will be given to all parties and to the Board of Education.

7. The complainant may appeal the Superintendent's decision to the Board by filing a written appeal with the Board Secretary no later than three working days after receipt of the Superintendent's decision. The appeal will include:

   a. The original complaint,

   b. The response to the complaint,

   c. The Superintendent's decision,

   d. A transcript of the hearing, if one has been made, or a summary of the hearing to which all parties have consented, and

   e. The complainant's reason for believing the Superintendent's decision should be changed.

8. A copy of the appeal to the Board must be given to the staff member, if any, charged with a discriminatory act.

9. The Board will review all papers submitted and may render a decision on the basis of the proceedings below. If the complainant so requests, the Board may convene a hearing, at which all parties may be represented by counsel and may present and examine witnesses, who will testify under oath.

10. The Board will render a written decision no later than forty-five calendar days after the appeal was filed or the hearing held, whichever occurred later. Copies of the decision will be given to all parties.

11. The complainant will be informed of his/her right to appeal the Board's decision to the Commissioner of Education or to the New Jersey Division on Civil Rights.

D. Record

The records of any complaint processed in accordance with this procedure shall be maintained in a file separate from the student's cumulative file. A notation shall be made in the student's file of the existence of the record in the separate file.

R 5751 SEXUAL HARASSMENT OF STUDENTS

The Board of Education will not tolerate sexual harassment of students by school employees, other students, or third parties. The school district shall investigate and resolve allegations of sexual harassment of students engaged in by school employees, other students, or third parties pursuant to 34 CFR §106.3(c) and Policy and Regulation 5751. In addition, reports of sexual harassment shall also be investigated in accordance with the requirements of New Jersey's Anti-Bullying Bill of Rights Act and Policy 5512.

A. Definitions

1. For the purpose of Policy and Regulation 5751 and in accordance with 34 CFR §106:

   a. "Sexual harassment" (34 CFR §106.30(a)) means conduct on the basis of sex that satisfies one or more of the following:

      (1) An employee of the school district conditioning the provision of an aid, benefit, or service of the school district on a student's participation in unwelcome sexual conduct;

      (2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the school district's education program or activity; or

      (3) "Sexual assault" as defined in 20 U.S.C. §1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. §12291(a)(10), "domestic violence" as defined in 34 U.S.C. §12291(a)(8), or "stalking" as defined in 34 U.S.C. §12291(a)(30).

b. "Complainant" (34 CFR §106.30(a)) means a student currently enrolled who is alleged to be the Complainant of conduct that could constitute sexual harassment.

(1) A parent may act on behalf of the Complainant in accordance with State law, court orders, child custody arrangements, or other sources granting legal rights to parents.

(2) A parent has a legal right to act on a Complainant's behalf, this right applies throughout all aspects of the Title IX matter, including throughout the grievance process.

c. "Decision-maker" (34 CFR §106.45(b)(7)) means a staff member(s) who is not the Title IX Coordinator or the school staff member who conducted the investigation, designated by the Superintendent of Schools, to objectively evaluate the relative evidence and reach conclusions about whether the Respondent is responsible for the alleged sexual harassment in accordance with the provisions of 34 CFR. §106.

d. "Education program or activity" (34 CFR §106.44(a)) includes locations, events, or circumstances over which the school district exercises substantial control over both the Respondent and the context in which the sexual harassment occurs.

e. "Formal complaint" (34 CFR §106.30(a)) means a document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the school district investigate the allegation of sexual harassment. As used in this definition paragraph, the phrase "document filed by a Complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the school district) that contains the Complainant's physical or digital signature, or otherwise indicates that the Complainant is the person filing the formal complaint.

f. "Investigator" (34 CFR §106.45(b)(5)) means a staff member or staff members who may be the Title IX Coordinator and who is not a decision-maker, designated by the Superintendent of Schools, to investigate alleged

sexual harassment in accordance with 34 CFR §106. The investigator may be the school district's Affirmative Action Officer only if the Affirmative Action Officer is not the decision-maker.

g. "Program or activity" and "program" (34 CFR §106.2(h)(2)(ii)) means all of the operations of a local educational agency (as defined in 20 U.S.C. §8801), system of vocational education, or other school system.

h. "Respondent" (34 CFR §106.30(a)) means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

(1) A parent may act on behalf of the Respondent in accordance with State law, court orders, child custody arrangements, or other sources granting legal rights to parents.

(2) If a parent has a legal right to act on a Respondent's behalf, this right applies throughout all aspects of the Title IX matter, including throughout the grievance process.

i. "Title IX Coordinator" (34 CFR §106.8(a)) means an individual designated and approved by the Board to coordinate its efforts to comply with its responsibilities under 34 CFR §106 and this Policy. The individual must be referred to as the "Title IX Coordinator" and may also be the investigator but cannot be the decision-maker.

B. Reporting and Notification Requirements

1. Sexual harassment may take place electronically or on an online platform used by the school, including, but not limited to, computer and internet networks; digital platforms; and computer hardware or software owned or operated by, or used in the operations of the school.

2. In accordance with 34 CFR §106.8(a), any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using the

contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

a. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address listed for the Title IX Coordinator.

3. A school district with "actual knowledge" of sexual harassment in the educational program or activity of the school district against a student, must respond promptly in a manner that is not "deliberately indifferent".

a. The school district has "actual knowledge" when an employee receives a complaint of sexual harassment or an employee is aware of behavior that could constitute sexual harassment.

(1) Any school employee who receives a complaint of sexual harassment or is aware of behavior that could constitute sexual harassment is required to report that information to the Title IX Coordinator in accordance with the provisions of B.1. above.

(2) In addition to the district's response in accordance with this Regulation, the district must report any potential child abuse to appropriate law enforcement and child welfare authorities in accordance with N.J.S.A. 18A:36-24; N.J.S.A. 18A:36-25; N.J.A.C. 6A:16-11.1; and Policy and Regulation 8462.

b. A school district is "deliberately indifferent" only if the response to sexual harassment is clearly unreasonable in light of the known circumstances, pursuant to 34 CFR §106.44(a).

4. The district is required to offer supportive measures to the Complainant even if the Respondent ceased being enrolled or employed by the district prior to the filing of a formal complaint.

a. If the Respondent ceases to be enrolled in or employed by the district after a formal complaint is filed, the district may dismiss the complaint, but must

still offer supportive measures to the Complainant pursuant to 34 CFR §106.45(b)(3)(ii).

5. The Title IX Coordinator shall notify persons entitled to a notification pursuant to 34 CFR §106.8(a) that the school district does not discriminate on the basis of sex in the education program or activity it operates and it is required by Title IX and Policy and Regulation 5751 not to discriminate in such a manner in accordance with 34 CFR §106.8(b)(1).

6. The Title IX Coordinator shall prominently display the contact information required to be listed for the Title IX Coordinator pursuant to 34 CFR §106.8(b)(2)(i) on the school district's website and in each handbook or catalog the school district makes available to persons entitled to a notification in accordance with 34 CFR §106.8(a).

   a. Policy 5751 and this Regulation shall be prominently displayed on the district's website and accessible to anyone.

C. Supportive Measures

1. "Supportive measures" mean non-disciplinary, non-punitive, individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent before or after the filing of a formal complaint or where no formal complaint has been filed pursuant to 34 CFR §106.30(a).

2. Supportive measures shall be available to the Complainant, Respondent, and as appropriate, witnesses or other impacted individuals.

3. The Title IX Coordinator shall maintain consistent contact with the parties to ensure that safety, emotional and physical well-being are being addressed.

4. Generally, supportive measures are meant to be short-term in nature and will be re-evaluated on a periodic basis.

   a. To the extent there is a continuing need for supportive measures after the conclusion of the resolution process, the Title IX Coordinator will work with



appropriate school district resources to provide continued assistance to the parties.

D. Grievance Process

1. The school district will use the grievance process outlined in 34 CFR §106.45 and this Regulation to address formal complaints of sexual harassment.

2. Parents, students, unions and associations, and staff members shall receive notice of the grievance procedures and the Title IX Coordinator's name or title, office, address, email address, and telephone number in accordance with 34 CFR §106.8(a).

3. The school district's grievance process may, but need not, provide for a hearing pursuant to 34 CFR §106.45(b)(6)(ii).

4. The school district may not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with 34 CFR §106.45(b)(9).

5. The school district may not require the parties to participate in an informal resolution process regarding a Title IX claim and may not offer an informal resolution process unless a formal complaint is filed pursuant to 34 CFR §106.45(b)(9).

6. The Title IX Coordinator must promptly contact the Complainant in accordance with 34 CFR §106.44(a).

7. In response to a formal complaint, the school district will follow a grievance process that complies with 34 CFR §106.45.

   a. Upon receipt of a formal complaint, the Title IX Coordinator shall provide written notice to the parties who are known in accordance with 34 CFR §106.45(b)(2)(i).



b. The Title IX Coordinator shall provide the investigator with a copy of the formal complaint if the Title IX Coordinator is not the investigator.

c. The investigator shall investigate the allegations contained in a formal complaint pursuant to 34 CFR §106.45(b).

8. The investigator shall create an investigative report in accordance with the provisions of 34 CFR §106.45(b)(5)(vii).

a. The investigator will attempt to collect all relevant information and evidence.

b. While the investigator will have the burden of gathering evidence, it is crucial that the parties present evidence and identify witnesses to the investigator so that they may be considered during the investigation.

c. While all evidence gathered during the investigative process and obtained through the exchange of written questions will be considered, the decision-maker may in their discretion grant lesser weight to last minute information or evidence introduced through the exchange of written questions that was not previously presented for investigation by the investigator.

d. To the greatest extent possible, and subject to Title IX, the school will make reasonable accommodations in an investigation to avoid potential re-traumatization of a student.

e. The investigative report shall be provided to the decision-maker in accordance with the provisions of 34 CFR §106.45(b)(6)(ii).

9. The decision-maker, who cannot be the same person as the Title IX Coordinator or the investigator, shall issue a written determination regarding responsibility pursuant to 34 CFR §106.45(b)(7).

a. To reach this determination, the decision-maker will apply clear and convincing evidence standard, which shall be the same standard of evidence for formal complaints against students as for formal complaints against employees, including faculty, and apply the same standard of evidence to all formal complaints of sexual harassment pursuant to 34 CFR §106.45(b)(1)(vii).

b. The decision-maker will facilitate a written question and answer period between the parties.

(1) Each party may submit their written questions for the other party and witnesses to the decision-maker for review.

(2) The questions must be relevant to the case and the decision-maker will determine if the questions submitted are relevant and will then forward the relevant questions to the other party or witnesses for a response.

(3) The decision-maker shall then review all the responses, determine what is relevant or not relevant, and issue a decision as to whether the Respondent is responsible for the alleged sexual harassment.

(4) The decision-maker will issue a written determination following the review of evidence. The written determination will include:

(a) Identification of allegations potentially constituting sexual harassment as defined in Policy and Regulation 5751 and 34 CFR §106.30;

(b) A description of the procedural steps taken from the receipt of the complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;

(c) Findings of fact supporting the determination, conclusions regarding the application of this formal grievance process to the facts; and

(d) A statement of and rationale for the result as to each allegation, including any determination regarding responsibility, any disciplinary sanctions the decision-maker imposed on the Respondent that directly relate to the Complainant, and whether remedies designed to restore or preserve equal access to the school's education program or activity will be provided to the Complainant; and procedures and permissible bases for the parties to appeal the determination.

(5) The written determination will be provided to the parties simultaneously.

(6) Notwithstanding a temporary delay of the grievance procedure or the limited extension of the grievance procedure time frames with good cause, the written determination shall be provided within sixty calendar days from receipt of the Complaint.

(a) The sixty calendar day time frame does not include the appeal process.

(7) Remedies and supportive measures that do not impact the Respondent should not be disclosed in the written determination; rather the determination should simply state that remedies will be provided to the Complainant.

E. Appeals

1. The school district will offer both parties an appeal from a determination regarding responsibility, and from the Title IX Coordinator's dismissal of a formal complaint or any allegations therein in accordance with 34 CFR §106.45(b)(8)(i).

2. As to all appeals, the school district will comply with the requirements of 34 CFR §106.45(b)(8).

3. The Superintendent shall designate an appeal officer for each appeal filed.

   a. The appeal officer shall not be the same person as the decision-maker that reached the determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator in accordance with 34 CFR §106.45(b)(8)(iii)(B).

4. The Complainant and Respondent shall have an equal opportunity to appeal the policy violation determination and any sanctions.

5. The school district shall administer the appeal process, but is not a party and will not advocate for or against any appeal.

6. A party may appeal only on the following grounds and the appeal shall identify the reason(s) why the party is appealing:

   a. There was a procedural error in the hearing process that materially affected the outcome;

      (1) Procedural error refers to alleged deviations from school district policy, and not challenges to policies or procedures themselves;

   b. There is new evidence that was not reasonably available at the time of the hearing and that could have affected the outcome;

   c. The decision-maker had a conflict of interest or bias that affected the outcome;

   d. The determination regarding the policy violation was unreasonable based on the evidence before the decision-maker;

(1) Appealing on this basis is available only to a party who participated in the hearing; and

e. The sanctions were disproportionate to the hearing officer's findings.

7. The appeal must be submitted in writing to the Title IX Coordinator within ten calendar days following the issuance of the notice of determination.

8. The appeal must identify the ground(s) for appeal and contain specific arguments supporting each ground for appeal.

9. The Title IX Coordinator shall notify the other party of the appeal, and that other party shall have an opportunity to submit a written statement in response to the appeal, within ten calendar days.

10. The Title IX Coordinator shall inform the parties that they have an opportunity to meet with the appeal officer separately to discuss the proportionality of the sanction.

11. The appeal officer shall decide the appeal considering the evidence presented at the hearing, the investigation file, and the appeal statements of both parties.

12. In disproportionate sanction appeals, input the parties provided during the meeting may also be considered.

13. The appeal officer shall summarize their decision in a written report that will be sent to the Complainant and Respondent within twenty calendar days of receiving the appeal.

F. Remedies

1. The Title IX Coordinator shall be responsible for effective implementation of any remedies in accordance with 34 CFR §106.45(b)(7)(iv).

2. Following receipt of the written determination from the decision-maker, the Title IX Coordinator will facilitate the imposition of sanctions, if any, the provision of remedies, if any, and to otherwise complete the formal resolution process.

3. The appropriate school official designated by the Superintendent, after consultation with the Title IX Coordinator, will determine the sanctions imposed and remedies provided, if any.

   a. The imposition of sanctions or provisions of remedies will be revisited by the Title IX Coordinator following the appeal officer's decision, as appropriate.

4. The Title IX Coordinator must provide written notice to the parties simultaneously.

5. The school district must disclose to the Complainant the sanctions imposed on the Respondent that directly relate to the Complainant when such disclosure is necessary to ensure equal access to the school district's education program or activity.

6. It is important to note that conduct that does not meet the criteria under Title IX may violate other Federal or State laws or school district policies regarding student misconduct or may be inappropriate and require an immediate response in the form of supportive measures and remedies to prevent its recurrence and address its effects.

G. Parent Rights

1. Consistent with the laws of New Jersey, a student's parent must be permitted to exercise the rights granted to their child under Policy and Regulation 5751, whether such rights involve requesting supportive measures, filing a formal complaint, or participating in a grievance process.

2. A student's parent must also be permitted to accompany the student to meetings, interviews, and hearings, if applicable, during a grievance process in order to exercise rights on behalf of the student.

3. The student may have an advisor in addition to the parent.

H. Training

The Superintendent or designee shall ensure that Title IX Coordinators, investigators, decision-makers, appeal officers, and any person who facilitates an informal resolution process, receive training in accordance with 34 CFR §106.45(b)(1)(iii).



I. Compliance

The Superintendent or designee shall consult with the Board Attorney to ensure the school district's response to any allegations of sexual harassment and the school district's grievance process are in accordance with 34 CFR §106.44 and 34 CFR §106.45.

J. Requirements of New Jersey's Anti-Bullying Bill of Rights Act

Any time a report is made to the Title IX Coordinator or formal complaint is filed pursuant to Policy and Regulation 5751 and in accordance with 34 CFR §106, the Title IX Coordinator shall forward the report or complaint to the Principal of the school building attended by the alleged victim for the Principal to follow the requirements of New Jersey's Anti-Bullying Bill of Rights Act and Policy 5512.

Issued: 15 December 2009
Revised: 15 March 2022

R 5830 STUDENT FUND RAISING

A. Approval of Fund Raising Activities

1. Requests for approval of fund raising activities must be submitted in writing to the school officer designated by Policy No. 5830 no later than thirty working days prior to the scheduled beginning of the activity.

2. The request must include the name of the requestor, the name of the organization that will receive the funds collected, the purpose of the collection, and the name of a responsible adult member of the collecting organization.

3. Approval will not ordinarily be granted for the collection of funds for essential supplies or equipment to be used in regularly scheduled curricular or co-curricular activities. Such activities should be funded through regular district budgeting and purchasing procedures.

4. Approval will be granted only for fund raising that is carefully planned and dedicated to specific objectives.

5. Approval will not be granted for the collection of funds:

   a. Without a specified purpose;

   b. For the purpose of qualifying students for membership in an organization;

   c. For the purpose of selling raffle tickets or conducting any activity that is based upon gain by chance;

   d. When the activity requires students to collect funds; or

   e. When the activity requires students to conduct sales door-to-door.

B. Time and Place of Fund Raising

1. The Principal of each school will determine the times and places in which fund raising may take place, in accordance with these regulations.

2. Fund raising activities cannot interfere with the orderly operation of the instructional program. A class should not be interrupted for the sale of items.

3. No food, candy, soft drinks, or the like may be sold while classes are in session.

4. Fund raising activities should be coordinated to the greatest extent possible in order to control and limit the potential disruption to school operations.

C. Accounting for Funds

1. All funds collected by students must be promptly turned over to the adult responsible for the fund raising activity.

2. Funds collected for school organizations must be promptly deposited and reported to the custodian of the General Activities Fund. The report must include any New Jersey sales tax collected.

3. Neither the Board of Education nor any of its employees is responsible for the protection of or the accounting for funds collected by students for organizations not affiliated with the school district.

D. Infractions

A student who collects money for an organization without having first secured approval in accordance with Policy No. 5830 or who misrepresents a fund raising activity in order to gain approval or who collects money for his/her own benefit must be reported to the Principal and will be subject to discipline in accordance with Policy No. 5600.

Issued: 15 December 2009

R 5850 SOCIAL EVENTS AND CLASS TRIPS

A. Approval

1. Requests for approval of a social event or class trip must be submitted in writing to the Principal not less than thirty working days before the activity is scheduled to occur.

2. Each request must include:

   a. The name of the sponsoring organization,

   b. The name of an adult representative of the organization who will assume responsibility for the activity (such as a club's faculty advisor),

   c. The date on which the activity is to occur,

   d. For a social event, the place in which it is to occur (if on school premises, the specific room or facility; if off school premises, the specific location with directions and a telephone number),

   e. For a class trip, the proposed itinerary, with specific locations of any proposed stops, including telephone numbers, and the planned means of transportation,

   f. The group of students who will participate in the activity and the anticipated number of students,

   g. The cost of the activity and the manner in which costs will be assessed or funds will be raised,

   h. If appropriate, the insurance coverage for the activity, and

   i. The number and names, to the extent they are known, of the chaperones appointed to the activity.

3. The Principal will consult the school calendar to determine whether the proposed activity will interfere with the instructional program or a social event or class trip given earlier approval. He/She will grant or deny the request within ten working days of its receipt.

4. The Principal will appoint a teaching staff member as responsible adult for each approved activity. In the absence of formal appointment, the adult designated on the request for approval will serve as responsible adult.

B. Student Participation

1. Social events and class trips are not directly related to the curriculum and students are permitted to participate only in accordance with Policy No. 5850. Students on suspension are not eligible for participation.

2. No minor student may participate in a social event or class trip that extends beyond the school day or takes place away from school premises without the written, signed permission of the student's parent(s) or legal guardian(s). Permission slips will be distributed by the sponsoring organization not less than ten working days before the scheduled activity and signed slips will be delivered to the teacher and/or advisor no later than the day of the activity. Permission slips must include the following information:

   a. The nature of the activity,

   b. The date, time, and location of the activity,

   c. The name of the sponsoring organization and the responsible adult,

   d. The fee, if any, charged to the student for participation, and

   e. Such information about the activity as may be necessary for the parent to evaluate the risk to his/her child (such as exposure to potential allergens).

C. Student Conduct

1. Students who elect to participate in social events and class trips and their guests are subject to district rules for student conduct, including rules for conduct on buses. Infractions of rules will be subject to discipline in the same manner as are infractions of rules during the regular school program. Students shall obey the approved chaperones; disobedience to a chaperone will be tantamount to disobedience of a teaching staff member.

2. The school dress code will apply to all social events and class trips unless expressly waived by the Principal.



3. Students who violate rules of conduct in the course of a class trip away from school may be dismissed from the trip and sent home in accordance with procedures established for the dismissal of students from field trips, in accordance with Policy No. 2340.

4. Students who elect to attend a social event or class trip are expected to participate; students who attend merely to loiter on the perimeter of the activity (such as outside the facility or in parked cars or the like) will be dismissed from the school premises.

5. The possession, use, and/or distribution of alcohol and/or drugs by any person and the presence of any person under the influence of alcohol or drugs are absolutely prohibited at any school sponsored social event or class trip, regardless of the location of the activity. Violators of this rule will be disciplined in strict accordance with Policy No. 5530.

D. Chaperones

1. Each social event and class trip must be properly chaperoned by responsible adults.

2. The organization sponsoring the activity is responsible for appointing and securing proper chaperonage, subject to the approval of the Principal.

3. An appropriate number of police officers will be appointed to monitor the activities if deemed necessary by the Principal.

4. Chaperones who are not district employees serve as volunteers subject to Policy No. 9180 and will not be compensated by the Board for their services. The expenses incurred by chaperones in the course of the activity will be the responsibility of the sponsoring organization.

5. Chaperones should:

a. Arrive promptly at scheduled activity and, if possible, well in advance of the student participants;

b. Acquaint themselves with school rules of conduct and with the distinctions between minor and serious rule infractions (minor infractions are punishable by reprimands, conferences, and/or detention; serious rule infractions may involve the imposition of suspension);



c. Circulate freely among the participants in order to detect any infractions of rules;

d. Frequently check lavatories, entrances, hallways and the like;

e. Correct students who engage in minor infractions of rules;

f. Report to a teaching staff member any serious infraction of rules that may require school discipline or the dismissal of a student from the activity;

g. Report immediately to a teaching staff member any person who may be under the influence of alcohol or drugs so that the teaching staff member can implement Regulation No. 5530; and

h. Report immediately to a teaching staff member or police officer any person who may have alcohol, drugs, contraband, or a weapon in his/her possession.

E. Post-activity Requirements

1. The sponsoring organization is responsible for cleaning up any decorations and debris caused by the activity and left on school premises.

2. The responsible adult will submit to the Principal a brief but reasonably detailed report of the activity, including the names of chaperones. The report should include a description of any event that resulted in a student's dismissal from the activity.

3. Any funds collected will be deposited in the General Activities Fund and accounted for in accordance with Policy No. 6660.

Issued: 15 December 2009

R 6111 SPECIAL EDUCATION MEDICAID INITIATIVE (SEMI) PROGRAM

Every New Jersey school district, with the exception of any district that obtains a waiver of the requirements of N.J.A.C. 6A:23A-5.3 pursuant to the procedures set forth at N.J.A.C. 6A:23A-5.3(b), shall take appropriate steps to maximize its revenue from the Special Education Medicaid Initiative (SEMI) Program by following policies and procedures to maximize participation in the program as set forth in N.J.A.C. 6A:23A-5.3(d) and to comply with all program requirements as set forth in N.J.A.C. 6A:23A-5.3(e).

A. Waiver

1. The school district may seek, in the prebudget year, a waiver of the requirements of N.J.A.C. 6A:23A-5.3 upon demonstration that for the subsequent school year:

   a. The district projects, based on reliable evidence, that it will have thirty or fewer Medicaid eligible classified students; or

   b. The district demonstrates that efforts to participate in SEMI would not provide a cost benefit to the district, based on the projection of the district's available SEMI reimbursement for the budget year as set forth in N.J.A.C. 6A:23A-5.3 (c) and B. below.

2. For the 2008-2009 school year, the waiver request must be submitted to the Executive County Superintendent by September 1, 2008. The Executive County Superintendent or Acting Executive County Superintendent shall promptly review the request and render a decision no later than September 30, 2008.

3. Beginning with the 2009-2010 school year, the application for a waiver of the requirements of N.J.A.C. 6A:23A-5.3 shall be made to the Executive County Superintendent no less than forty-five days prior to the submission of the district's proposed budget for the school year to which the waiver request applies. The Executive County Superintendent shall notify the district of the decision on the waiver application within twenty days of receipt of the waiver request. If the waiver is not granted, the district shall submit a

SEMI action plan to the Executive County Superintendent as required by N.J.A.C. 6A:23A-5.3(f) as part of its annual school district budget submission or demonstrate to the Executive County Superintendent the district has achieved maximum participation in the SEMI program in the prebudget year.



B. Projection of Available SEMI Reimbursement

1. As part of the annual budget information, the New Jersey Department of Education shall provide each school district with a projection of available SEMI reimbursement for the budget year, as determined by the State Department of Treasury's third party administrator for SEMI. The projection shall be based on the following:

   a. Number of Medicaid eligible students;

   b. Assumption of twenty services per eligible students per year;

   c. One IEP meeting per eligible student per year; and

   d. Applicable SEMI reimbursement rates.

2. Beginning with the 2009-2010 school year, the school district shall recognize as revenue in its annual school district budget no less than ninety percent of the projection of available SEMI reimbursement. The district may seek approval from the Executive County Superintendent to use its own projection of SEMI reimbursement upon demonstration that the numbers it used in calculating the projection are more accurate than the projection provided.

C. SEMI Program Requirements

1. The school district shall strive to achieve maximum participation in the SEMI program. "Maximum participation" means obtaining a ninety percent return rate of parental consent forms for all SEMI eligible students. Districts shall enter all students following their evaluations into the third-party system to identify the district's universe of eligible students. This can be done without parental consent.

2. Districts participating in the SEMI reimbursement program shall comply with program requirements as follows:

   a. The school district shall implement Policy and Regulation 6111 concerning the effective and efficient administration of the SEMI reimbursement program consistent with the requirements of N.J.A.C. 6A:23A-5.3.

b. Any service submitted to Medicaid for reimbursement shall be rendered by a Medicaid qualified practitioner, or rendered by a provider under the supervision of a Medicaid qualified practitioner. The following outlines the required documentation for each related service provider:

(1) Nurses – copy of license (DOE certification is not required for SEMI);

(2) Occupational Therapist – copy of license and DOE certification;

(3) Physical Therapist - copy of license and DOE certification;

(4) Psychologist – copy of DOE certification;

(5) Social Worker - copy of DOE certification;

(6) Speech Therapist – copy of license, DOE certification, and ASHA certification or Masters Degree in Speech Pathology on or after January 1, 1993.

3. Practitioners who are not Medicaid qualified can deliver services under the direction of Medicaid qualified practitioners. These include certified occupational therapist assistants (COTAs), physical therapist assistants (PTAs) and speech correctionists.

4. Any direct therapy or other related service shall be prescribed in the related services section of the student's IEP prior to submitting a claim to Medicaid for reimbursement. Delivery of nursing services and dispensing of medication must be referenced in the IEP and supported by physicians' orders or prescriptions. These documents must be maintained on file. The supporting documentation to be maintained by the school district shall be the cover/signature page, related services section of the IEP, therapy logs, and the evaluations and assessments conducted by the Medicaid-qualified practitioners.

5. Entities where the school district has placed SEMI eligible students shall take steps to enable school districts to maximize participation, including either logging the eligible services provided directly through the vendor or the sending school district, as mutually agreed upon with the school district, and obtaining SEMI provider qualification certifications. Every out-of-district placement must provide copies of SEMI provider qualifications, certifications and licenses. This provision applies to the following out-of-district placement options:



a. Approved private schools for students with disabilities;

b. Educational services commissions;

c. Jointure commissions;

d. Vocational half-time programs;

e. Department of Education Regional Day Schools; and

f. Special Service School Districts.

6. All supporting documentation for a Medicaid claim shall be maintained on file and available for audit or State review for at least seven years from the date of service. Supporting documentation shall include provider certification (current and historical for each provider), provider service logs, licenses and certifications, physician authorizations for nursing services, parental consent forms, attendance records, and copies of the student's IEP.

D. SEMI Action Plan

1. Each school district that has less than ninety percent participation of SEMI eligible students in the 2007-2008 school year or has failed to comply with all program requirements set forth in C. above, shall demonstrate a good faith effort to achieve maximum participation and to maximize available SEMI revenue during the 2008-2009 school year by submitting a SEMI action plan to the Executive County Superintendent for review and approval by September 1, 2008. In subsequent years, each school district that has less than ninety percent participation of SEMI eligible students in the prebudget year or that has failed to comply with all program requirements set forth in C. above shall submit a SEMI action plan to the Executive County Superintendent for review and approval as part of the school district's proposed budget submission.

2. The SEMI action plan shall include the following components:

a. Procedures for obtaining parental consent forms including the Parental Consent Best Practices which are available from the New Jersey Department of Education.

b. Establishment of a benchmark for the 2008-2009 school year or for the first year the district does not have an approved waiver pursuant to the provisions of N.J.A.C. 6A:23A-5.3(b), whichever is applicable, for obtaining maximum participation of all SEMI eligible students by the start of the subsequent school year:

(1) The benchmarks for the 2008-2009 school year or for the first year that the district does not have an approved waiver pursuant to N.J.A.C. 6A:23A-5.3(b), whichever is applicable, for achieving maximum participation shall at a minimum close the gap between current participation and maximum participation by fifty percent by the beginning of the subsequent school year; and

(2) The benchmarks shall be based on the percentage of parental consent forms collected from eligible students. The number of parental consent forms shall reflect one parental consent form for each eligible student. This should include documentation of parental refusal to give consent.

c. Procedures to ensure that all IEP meetings are documented in the third-party administrator's system. IEPs are only claimable if a Medicaid qualified practitioner is present.

d. Procedures to ensure that all SEMI eligible services, including services provided by entities where the school district has placed SEMI eligible students, are documented in the third-party administrator's system.

e. Procedures to ensure that a valid IEP is on file and the IEP date is on file in the third-party administrator's system for each SEMI eligible student for whom parental consent has been obtained.

f. Procedures to ensure that service providers used by the school district and entities where the school district has placed SEMI eligible students have valid licenses and certifications documenting SEMI provider qualifications on file in the third-party administrator's system.

E. Districts that did not achieve ninety percent participation or achieve their approved benchmarks in the SEMI program for a given budget year and cannot demonstrate they fully implemented their New Jersey Department of Education approved SEMI action plan required above shall be subject to review for the withholding of State aid by the Commissioner pursuant to N.J.S.A. 18A:55-3 in an amount equal to the SEMI revenue projection based on their approved benchmark for the budget year, if applicable, less actual SEMI reimbursements for the budget year. The State aid deduction shall be made in the second subsequent year after the budget year.

Issued: 15 December 2009



R 6112 REIMBURSEMENT OF FEDERAL AND OTHER GRANT EXPENDITURES

The State of New Jersey and school districts must assure certain Federal and other grant funds have been, or will be, spent within a minimal amount of time after having been drawn from the Federal government. In accordance with this requirement, the New Jersey Department of Education (NJDOE) has implemented a reimbursement request system of payment for grant awards. The procedures outlined in this Regulation are to be followed by school districts in submitting reimbursement requests. Reimbursement requests for entitlement grant awards under the Every Student Succeeds Act (ESSA) the Individuals with Disabilities Education Act (IDEA), and the Carl D. Perkins Career and Technical Education Improvement Act of 2006, and any other program designated by the NJDOE shall be made using the NJDOE's Electronic Web-Enabled Grant (EWEG) System.

A. Definitions

1. "Cost objective" means a function, organizational subdivision, contract, grant or other activity for which cost data rea needed and for which costs are incurred.

2. "Grant" means an award of financial assistance by the Federal government to the State of New Jersey, Department of Education or funds NJDOE receives from the State legislature to be awarded to eligible subgrantees.

3. "Grantee" means the State of New Jersey, Department of Education to which a grant is awarded by the Federal government.

4. "Subgrant" means an award of financial assistance to an eligible subgrantee, in this case, awards by the State of New Jersey, Department of Education to local education agencies or other eligible entities.

5. "Subgrantee" means the local education agency, ~~school district~~ or other legal entity to which a subgrant is awarded and which is accountable to the State of New Jersey, Department of Education for the use of fund provided.

B. Procedures

1. Functionality

a. The School Business Administrator/Board Secretary or designee will submit reimbursement requests using the payment functionality of the EWEG system.

b. The payment functionality is enabled upon final NJDOE approval of the subgrant through the EWEG system.

2. Submission of Reimbursement Requests

a. The School Business Administrator/Board Secretary or designee will make reimbursement requests for individual titles and awards. Therefore, reimbursement requests for ESSA will be made for each individual title. Reimbursement requests for IDEA must be made separately for Basic and Preschool as well as for the Perkins Secondary and Perkins Post-Secondary grant funds. Only one (1) reimbursement request per month may be submitted for an individual title, award, or subgrant.

b. Reimbursement requests may only be for expenditures that have already occurred or will occur within three (3) business days of receipt of funds. The following examples are based upon the schedule in Section C. below.

(1) The school district has ordered and received supplies and has paid the vendor. The school district may request reimbursement.

(2) The school district has ordered and received equipment but has not yet paid the vendor. The school district expects payment to be made on the seventh (7) of the following month, following the monthly Board meeting. The school district may request reimbursement since the school district will make payment within three (3) business days of receipt of funds.

(3) The school district makes salary payments on the first and fifteenth day of each month. In a given month, the school district may request reimbursement for payroll expenditures actually made during the month and for the payroll scheduled for the first day of the following month because the school district will make payroll expenditure within three business days of receiving the funds. The school district may not request reimbursement in anticipation of subsequent pay dates, that is, those occurring more than three (3) business days after receiving funds.

(4) The school district is responsible for payment of health benefits to its provider on a quarterly basis. The subgrantee may request reimbursement prospectively if payment to the provider will be made within three (3) business days of receipt of funds. If payment to the provider is made at the end of the month; however, the school district must request reimbursement during the month following payment.

(5) The school district is responsible for reimbursing the State of New Jersey for pension and social security payments made on behalf of employees paid with Federal funds. For members of the Teachers' Pension and Annuity Fund (TPAF), school districts shall reimburse the State no later than November. The request for reimbursement for pension and social security contributions for members of TPAF should be made at the time the school district will make payment to the State. For members of the Public Employees Retirement System or other State pension systems, the school district should request reimbursement at the time payments are due to the State for pension contributions and to the Internal Revenue Service for Social Security contributions. The school district should not include fringe benefit calculations in their regular salary reimbursement requests.

c. The submission of a reimbursement request constitutes a certification by the School Business Administrator/Board Secretary that the school district has previously made the appropriate expenditures and/or will make the expenditures within three (3) business days of receipt of funds. The submission of a reimbursement request also constitutes a certification that the expenditures are allowable and appropriate to the cost objective(s) of the subgrant.

d. Reimbursement requests must be in accordance with approved grant applications.

(1) The Superintendent or designee is responsible for submitting an amendment application to the NJDOE for approval if a new budget category for which no funds were previously budgeted or approved has been created.

(2) The Superintendent or designee is responsible for submitting an amendment application to the NJDOE for approval if cumulative transfers among expenditure categories exceed ten (10%) percent of the total award. The Superintendent or designee is responsible for monitoring the cumulative ten (10%) percent level of fiscal change.

C. Processing Timelines

1. Reimbursement requests may be submitted at any time after the subgrant has received final NJDOE approval. No more than one (1) reimbursement request may be submitted per month for any one (1) subgrant.

2. Reimbursement requests submitted at least ten (10) business days before the end of the month but no later than the fifteen (15) day of the month will be reviewed and, if approved, processed for payment the first (1) business day of the following month. School districts will normally receive payment by the fifth (5) business day of the month and will be able to track the grant's payment history in EWEG through the payment slink of the grant application.

D. Content of Reimbursement Requests

1. Reimbursement requests must contain a brief description of the expenditures for which reimbursement is being requested. Individual line items need not be detailed.

   a. Example - $8,750 is being requested in the 100 function code. The description is "salaries and instructional supplies."

2. Expenditures must be supported by documentation at the school district level. This documentation should not be submitted to the NJDOE with a reimbursement request. The Superintendent or designee is responsible to maintain supporting documentation for seven (7) years and for making it available to the NDJOE, the United States Department of Education, and/or their authorized representatives upon request.

3. Documentation for salary expenditures is subject to the requirements of the Federal Uniform Grant Guidance applicable. Documentation for all other

expenditures must include evidence that the expenditures are allowable costs and of the relationship of the expenditure to the subgrant's cost objectives.

E. Review and Approval of Reimbursement Requests

1. NDJOE staff will review reimbursement requests to determine that they meet the subgrant's criteria, including but not limited to the following:

   a. Adequate description of the expenditures is provided;

   b. No new budget category has been created; and

   c. The reimbursement request does not exceed the allowable threshold for an amendment as a result of cumulative transfers among expenditure categories.

2. When a reimbursement request is approved or denied, the school district will receive an email notification through the EWEG system.

3. Approval of a reimbursement request by NJDOE does not imply approval of the expenditures as allowable or appropriate to the subgrant's cost objectives. Approval of expenditures will continue to be processed through the final report. The School Business Administrator/Board Secretary or designee assumes responsibility for assuring that all funds requested through the EWEG system either have already been expended, or will be expended within three (3) business days of receipt of funds according to the receipt of funds.

Adopted: 19 October 2010
Revised: 7 January 2020

R 6115.01 FEDERAL AWARDS/FUNDS INTERNAL CONTROLS – ALLOWABILITY OF COSTS

A. In addition to the procedures used to determine the allowability of costs in accordance with 2 CFR §200.403 as outlined in Policy 6115.01 and this Regulation, the following procedures will be completed by the school district for Federal awards:

1. The Superintendent of Schools will designate a grant administrator for each Federal program in the district and Federal program the Board of Education submits an application for funding.

2. The grant administrator shall complete the following responsibilities for a Federal grant submission:

   a. Complete the grant application for approval by the Superintendent and the Board of Education;

   b. Collaborate with the School Business Administrator/Board Secretary or designee to develop the budget to include all applicable costs;

   c. Ensure all costs included on the grant application are allowable costs in accordance with 2 CFR §200.403; and

   d. Work with the School Business Administrator/Board Secretary to ensure costs meet the general criteria in order to be allowable under Federal awards as outlined in Policy 6115.01 and 2 CFR §200.403.

3. Upon approval and funding of the Federal grant program, the grant administrator will:

a. Provide professional development and training to all school staff members working in the Federal program and any additional school staff members the grant administrator determines should be provided the professional development and training to ensure all staff members are providing the services approved and required by the grant;

b. Monitor the Federal grant program to ensure the program is being administered in accordance with the requirements of the grant; and

c. Oversee the program's expenditures to ensure the grant funds are budgeted and expended in accordance with the grant application and approval.

4. Upon completion of the Federal grant program, the grant administrator will work with the School Business Administrator/Board Secretary or designee to complete any close-out and final reports as required by the Federal grant.

Adopted: 16 August 2023

R 6160 GRANTS FROM PRIVATE SOURCES

The Board of Education encourages and will accept funding from private sources, in accordance with Policy No. 6160. The following regulations govern the development and processing of private funding proposals.

A. Sources

1. The administrative team shall research sources of private funding through individuals and foundations. He/She shall prepare a list of appropriate funding sources in the community and state.

2. All school district employees are encouraged to be alert to possibilities for private resources for school aid, financial and in-kind, from community members and organizations. Any such possibility should be reported to the Superintendent, who will explore the potential for aid with the employee and, as appropriate, the private resource.

3. The Superintendent and/or designee will visit the directors of foundations interested in educational progress and research to explore areas of mutual interest. He/She will determine whether the foundation will support specific program grants, graduate work for teaching staff members, the construction and/or improvement of school facilities, professional growth activities, arts education, community education, community and school liaison activities, and so forth.

4. The Board members and School Business Administrator/Board Secretary, in consultation with the Superintendent, will identify specific district needs and formulate proposals for funding that meet those needs.

B. Approval

Any proposal for private funding must be submitted to the Superintendent before it is formally submitted to the Board of Education for approval. The rationale for the proposal must set forth the objectives for the funding, the proposed program statement, and the means by which the objectives will be evaluated.

Issued: 15 December 2009

R 6210 FISCAL PLANNING

The School Business Administrator/Board Secretary shall implement Policy No. 6210 by preparing a long-range fiscal plan. The plan shall take the form of a chart or spread sheet on which all estimated costs and revenues are plotted for the period of one year beyond the current fiscal year.

A. Future Costs

Future costs will be estimated on the basis of:

1. Cost studies and estimates for the maintenance and development of educational programs;

2. Costs of facilities and equipment maintenance and replacement;

3. Fixed charges (such as interest payments on bonds and redemption of bonds on schedule, lease payments, fixed payments on multi-year contracts);

4. Costs of employee wages and benefits in presently negotiated contracts (both collective and individual);

5. Projections of the cost of successor employee contracts, including the effect of pending graduate studies on the wages of teaching staff members;

6. Effects of projected student populations on capital requirements;

7. Effects of projected student populations on staffing requirements (by necessitating additional staff or a reduction in force);

8. Costs of pending contracts with variable obligations (such as sending-receiving, transportation);

9. Costs of projected operation changes (such as subcontracting custodial services or a change in the delivery of food services);

10. Projected tuition needs for students sent out of district; and

11. Costs of contracts for professional services (such as school medical inspector, school attorney, and auditor).

B. Future Revenues

Future revenues will be plotted on the basis of:

1. Anticipated state and federal aid;

2. Projected income from local property tax revenues;

3. Present grants in aid from state, federal, and/or private sources; and

4. Anticipated revenues from pending or future grant proposals.

C. Report

The School Business Administrator/Board Secretary will confer with the Superintendent on the district long-range fiscal plan on a regular basis. Any financial forecast that warns of serious future deficits, overexpenditures, or reduction in revenues shall be reported promptly.

R 6220 BUDGET PREPARATION

The annual school district budget will be prepared in accordance with the following procedure.

A. Responsibility

1. The School Business Administrator/Board Secretary is responsible for the administration and coordination of all budget preparation activities and will be guided by the budget planning forecasts prepared in accordance with Policy No. 6210.

2. Each Principal will assess the educational needs of the students, collect and evaluate the requests for funds submitted by the teaching and support staff members in his/her building, and compile an estimate of the total building needs for the next budget year. The estimate will be submitted to the School Business Administrator/Board Secretary.

3. Each central office administrator will assess the needs of the program operation for which he/she is responsible (such as staff recruiting, facilities maintenance, transportation, capital improvements) and will prepare an estimate of the program needs for the next budget year. The estimate will be submitted to the School Business Administrator/Board Secretary.

B. Priorities

1. All estimates submitted to the School Business Administrator/Board Secretary in accordance with A2 and A3 will be reasonably detailed and supported by appropriate documentation to justify the expenditures requested. The administrators charged with estimating budgetary needs will be guided by these cost priorities, listed in order of descending importance.

   a. Staffing adequate to sustain the current instructional program,

   b. Supplies and equipment adequate to sustain the current instructional program,

   c. Maintenance of current facilities and programs,

   d. New staff members to improve or expand the current program,

   e. New supplies and equipment to improve or expand the current instructional program, and

   f. New instructional programs.

2. The School Business Administrator/Board Secretary will review all estimates for budget allocations and, as necessary, discuss justifications and possible alternatives with the originating administrator. The School Business Administrator/Board Secretary will:

   a. Compare budget requests with inventory to determine whether requested resources are presently available;

   b. Analyze budget requests on a district-wide basis to determine whether requested resources can be shared; and

   c. Analyze budget requests for staffing requirements and convert those requirements to dollar equivalents.

C. Form

The tentative budget shall contain:

1. The total expenditure for each item for the preceding school year, the amount appropriated for the current school year adjusted for transfers as of the date specified by the New Jersey Department of Education of the current school year, and the amount estimated to be necessary to be appropriated for the ensuing school year, indicated separately for each item as determined by the Commissioner;

2. The amount of the surplus account available at the beginning of the preceding school year, at the beginning of the current school year and the amount anticipated to be available for the ensuing school year;

3. The amount of revenue available for budget purposes from the preceding school year, the amount available for the current school year as of the date specified by the New Jersey Department of Education and the amount anticipated to be available for the ensuing school year in the following categories as applicable:

   a. Revenues to be raised by local sources;

   b. Revenues from State Aid;

   c. Revenues from Federal Aid;

   d. Revenues from intermediate sources;

   e. Other sources of revenue.

4. Transfers between current expense and capital outlay for the preceding school year, the current school year as of the date specified by the New Jersey Department of Education of that year and transfers anticipated for the ensuing school year.

5. A presentation of the student population for the current school year and immediate past school year as reported in the application for State School Aid, and an estimate of the anticipated student population for the next school year; and

6. An estimate of staff composition by numbers in each administrative, instructional, and educational services area for the next school year.

7. All budgetary and accounting systems used in the school district must be in accordance with double entry bookkeeping and Generally Accepted Accounting Principles as included in statutes and administrative code.

D. Timeline

The School Business Administrator/Board Secretary will submit the tentative budget recommendations to the Superintendent in accordance with the budget timeline established by the New Jersey Department of Education and the Board. The proposed expenditures and anticipated revenues in the tentative budget will be supported by sufficient explanatory information to enable the Superintendent and Board to determine their validity.

Issued: 15 December 2009

R 6320 PURCHASES SUBJECT TO BID

A. Definitions

1 "Purchasing agent" means the School Business Administrator/Board Secretary or the Business Manager of the Board of Education duly assigned the authority, responsibility and accountability for the purchasing activity of the Board and having the power to prepare advertisements, to advertise for and receive bids and to award contracts as permitted by this chapter, but if there be no School Business Administrator/Board Secretary or Business Manager, such officer, committees or employees to whom such power has been delegated by the Board.

2. "Aggregate" means the sums expended or to be expended for the provision or performance of any goods or services in connection with the same immediate purpose or task, or the furnishing of similar goods or services, during the same contract year through a contract awarded by a purchasing agent.

3. "Bid threshold" means the dollar amount set in N.J.S.A. 18A:18A-3, above which a Board shall advertise for and receive sealed bids in accordance with procedures set forth in N.J.S.A. 18A:18A-1 et seq.

4. "Contract year" means the period of twelve consecutive months following the award of a contract.

5. "Goods and services" or "goods or services" means any work, labor, commodities, equipment, materials, or supplies of any tangible or intangible nature, except real property or any interest therein, provided or performed through a contract awarded by a purchasing agent, including goods and property subject to N.J.S.A. 12A:2-101 et seq.

6. "Lowest price" means the least possible amount that meets all requirements of the request of a purchasing agent.

7. "Lowest responsible bidder or vendor" means the bidder or vendor: (1) whose response to a request for bids offers the lowest price and is responsive; and (2) who is responsible.

8. "Official newspaper" means any newspaper designated by the Board pursuant to R.S.35:1-1 et seq.



9. "Quotation" means the response to a formal or informal request made by a purchasing agent to a vendor for provision or performance of goods or services, when the aggregate cost is less than the bid threshold. Quotations may be in writing or taken verbally if a record is kept by the purchasing agent.

10. "Responsible" means able to complete the contract in accordance with its requirements, including but not limited to requirements pertaining to experience, moral integrity, operating capacity, financial capacity, credit, and workforce, equipment, and facilities availability.

11. "Responsive" means conforming in all material respects to the terms and conditions, specifications, legal requirements, and other provisions of the request.

12. "Proprietary" means goods or services of a specialized nature, that may be made or marketed by a person or persons having the exclusive right to make or sell them, when the need for such goods or services has been certified in writing by the Board to be necessary for the conduct of its affairs.

13. "Service or services" means the performance of work, or the furnishing of labor, time, or effort, or any combination thereof, not involving or connected to the delivery or ownership of a specified end product or goods or a manufacturing process. Service or services may also include an arrangement in which a vendor compensates the Board for the vendor's right to operate a concession.

B. Solicitation of Bids

1. Bids will be solicited by advertisements placed by the School Business Administrator/Board Secretary in strict compliance with N.J.S.A. 18A:18A-21 and Policy No. 6320. Any advertisements placed without the prior approval of the Board will be reported to the Board at its next meeting.

2. Each specification will offer a clearly stated, common standard of competition and will assert the Board's right to accept reasonable equivalents and to reject all bids in accordance with N.J.S.A. 18A:18A-22 and to readvertise. Each specification will also include the Board’s right to disqualify a bidder in accordance with N.J.S.A. 18A:18A-4 et seq. Bid specifications will not be proprietary as to exclude bidders without the opportunity to provide equivalent goods and/or services.

3. The School Business Administrator/Board Secretary will maintain a copy of each bid advertisement and will record the newspaper in which it was advertised and the dates on which it was published.

C. Bid Requirements

1. Bids must be prepared on forms supplied by the school district and must be fully completed, in ink or typewritten, and signed by the bidder. Oral revisions will not be accepted.

2. Bid prices must include delivery to the point of use, unpacking when required, and installation when required. As necessary, bidders may be required to provide instruction in the use and care of equipment delivered both by demonstration and in written form.

3. Bids must include unit prices as well as the total price. In any error in extension, the unit price shall be considered the accurate figure.

4. Because the school district is exempt from the payment of sales and use taxes, all charges for taxes must be borne by the bidder.

5. The bid must note in detail any deviations from specifications. When the specifications indicate a product of a particular manufacturer, model, or brand, the bidder shall bid that particular manufacturer, model, or brand or, unless the specifications prohibit substitution, a substitute proven to be of equal or better grade. If a substitute is bid, the bid must include detailed documentation of its equivalency. Bidders may be required to submit samples of materials or products, to be retained by the Board. The Board shall determine the equivalency or acceptability of any substitute.

6. The manufacturer's written warrantees and guarantees must accompany each bid. Bidders should state in writing any additional guarantees that will become a part of the bid and considered in making the award.

7. The bid shall include a delivery date or the date on which services bid upon will commence.

8. Where applicable, service facilities and convenience of service will be considered as part of the bid and should be included by the bidder. When necessary, a bidder shall submit evidence of his or her ability to provide proper installation, service, and supplies and/or indicate that the provision of the services and supplies is a regular and continuous part of the bidder's business.

9. Where necessary, the bidder shall certify that all applicable Federal and State laws, municipal ordinances, and Board policies have been obeyed in the manufacture, processing, packaging, delivery, and sale of goods and services to the school district. The bidder must declare compliance with:

   a. Affirmative action requirements, pursuant to N.J.S.A. 18A:18A-51,

   b. Stockholders' disclosure statement, pursuant to N.J.S.A. 18A:12-2,

   c. Non-collusion certification, pursuant to N.J.S.A. 18A:6-8,

   d. And all other documents so required by law and the bid specification.

10. The bidder must declare that no member of the Board or any officer or employee of the school district is directly or indirectly interested in the contract or purchase bid on.

D. Receipt of Bids

1. Bids will be received at the time and place announced and will be opened by the School Business Administrator/Board Secretary in accordance with law. All bids will be submitted in sealed envelopes clearly marked with the words "BID OPENING," the date and time of the opening, and the nature of the contract bid on.

2. Each bid will be accompanied by a deposit for bid security, which will be returned to unsuccessful bidders.

3. A written request for the withdrawal of a bid will be granted if the request is received by the School Business Administrator/Board Secretary before the scheduled time for opening bids.

4. A bidder who claims, before bids are opened, that a mistake has been made in its preparation will be allowed to withdraw the bid but will lose the right to bid.



5. A bidder who discovers a mistake or omission after bids have been opened may withdraw the erroneous bid provided the bidder gives immediate written notice of the mistake or omission and certification supported by clear evidence, that he or she exercised reasonable care in the examination of the specifications and preparation of the bid. Any bidder who withdraws an open bid shall forfeit any bid security deposit with the bid.

E. Award of Contract

1. Bids will be opened by the School Business Administrator/Board Secretary or designee, in the presence of one or more witnesses, at the time and place advertised.

2. The Board will award and sign a contract or reject all bids in accordance with N.J.S.A. 18A:18A-36 and within the time as may be specified in the invitation to bid, but in no case more than sixty days, except that the bids of any bidders who consent may, at the request of the Board, be held for consideration for such longer period as may be agreed.

3. The Board will award the contract to the lowest responsible bidder or will reject all bids. If all bids are rejected, the Board will readvertise or purchase under a state contract.

4. The Board reserves the right to reject any bid and may waive technical deficiencies in an otherwise acceptable bid when such waiver is in the public interest.

5. No contract or order awarded by the Board shall be sublet or assigned without the written consent of the School Business Administrator/Board Secretary.

6. The successful bidder may be required in the bid specifications and upon award of the contract to furnish a surety or performance bond issued by a responsible surety company authorized to transact business in New Jersey, for 100% of the total contract price, insuring faithful performance of the contract. The bond, pursuant to N.J.S.A. 18A:18A-23 and 24, shall be payable to the Board and the cost of the bond is to be included in the bid.

7. The bidder's failure to perform his or her contract with the Board in accordance with the bid accepted by the Board or failure to meet performance bond requirements may result in forfeiture of the bidder’s deposit as liquidated damages and not as a penalty.

8. Every bidder is assumed to be acquainted with all the information necessary for the submission of an informed and responsible bid. A successful bidder will be responsible for any errors in his or her proposal resulting from the bidder's failure or neglect to obtain information and forecast costs. The Board will not be responsible for any change in anticipated profits resulting from such failure or neglect.

9. When a contractor fails to perform the terms of the contract promptly, the Board shall give written notice of default. If the contractor fails to cure the default within the time permitted by the notice, the Board may terminate the contract and, at the expense of the contractor or the surety, complete the contract or cause the contract to be completed.

F. Bidder Disqualification

1. The Board may, by resolution approved by a majority of the Board, and pursuant to N.J.S.A. 18A:18A-4 disqualify a bidder who would otherwise be determined to be the lowest responsible bidder, if the Board finds that it has had prior negative experience with the bidder.

a. As used in this section, "prior negative experience" means any of the following:

(1) The bidder has been found, through either court adjudication, arbitration, mediation, or other contractually stipulated alternate dispute resolution mechanism, to have: failed to provide or perform goods or services; or failed to complete the contract in a timely manner; or otherwise performed unsatisfactorily under a prior contract with the Board;

(2) The bidder defaulted on a contract, thereby requiring the Board to utilize the services of another contractor to provide the goods or perform the services or to correct or complete the contract;

(3) The bidder defaulted on a contract, thereby requiring the Board to look to the bidder’s surety for completion of the contract or tender of the costs of completion; or

(4) The bidder is debarred or suspended from contracting with any of the agencies or departments of the executive branch of the State of New Jersey at the time of the contract award, whether or not the action was based on experience with the Board.

b. The following conditions apply if the Board is contemplating a disqualification based on prior negative experience:

(1) The existence of any of the indicators of prior negative experience set forth in this section shall not require that a bidder be disqualified. In each instance, the decision to disqualify shall be made within the discretion of the Board and shall be rendered in the best interests of the Board.

(2) All mitigating factors shall be considered in determining the seriousness of the prior negative experience and in deciding whether disqualification is warranted.

(3) The bidder shall be furnished by the Board with a written notice

(a) Stating that a disqualification is being considered;

(b) Setting forth the reason for the disqualification; and

(c) Indicating that the bidder shall be accorded an opportunity for a hearing before the Board if the bidder so requests within a stated period of time. At the hearing, the bidder shall show good cause why the bidder should not be disqualified by presenting documents and testimony. If the Board determines that good cause has not been shown by the bidder, it may vote to find the bidder lacking in responsibility and, thus, disqualified.

(4) Disqualification shall be for a reasonable, defined period of time which shall not exceed five years.

(5) A disqualification, other than a disqualification pursuant to which a Board is prohibited by law from entering into a contract with a bidder, may be voided or the period thereof may be reduced, in the discretion of the Board, upon the submission of a good faith



application under oath, supported by documentary evidence, setting forth substantial and appropriate grounds for the granting of relief, such as reversal of a judgment, or actual change of ownership, management or control of the bidder.

(6) An opportunity for a hearing need not be offered to a bidder whose disqualification is based on its suspension or debarment by an agency or department of the executive branch of the State of New Jersey. The term of such a disqualification shall be concurrent with the term of the suspension or debarment by the State agency or department.

R 6340 MULTIPLE YEAR CONTRACTS

A. All contracts for the provision or performance of goods or services will be awarded for a period not to exceed twenty-four consecutive months, except that contracts for professional services pursuant to paragraph (1) of subsection a. of N.J.S.A. 18A:18A-5 shall be awarded for a period not to exceed twelve consecutive months.

B. The Board may award a contract for longer periods of time as follows:

1. Supplying of:

   a. Fuel for heating purposes, for any term not exceeding in the aggregate, three years;

   b. Fuel or oil for use of automobiles, autobuses, motor vehicles or equipment, for any term not exceeding in the aggregate, three years;

   c. Thermal energy produced by a cogeneration facility, for use for heating or air conditioning or both, for any term not exceeding forty years, when the contract is approved by the Board of Public Utilities. For the purposes of this paragraph, "cogeneration" means the simultaneous production in one facility of electric power and other forms of useful energy such as heating or process steam; or

2. Plowing and removal of snow and ice, for any term not exceeding in the aggregate, three years; or

3. Collection and disposal of garbage and refuse, for any term not exceeding in the aggregate, three years; or

4. Data processing service, for any term of not more than seven years; or

5. Insurance, including the purchase of insurance coverages, insurance consultant or administrative services, and including participation in a joint self-insurance fund, risk management program or related services provided by a school Board insurance group, or participation in an insurance fund established by a county pursuant to N.J.S.A. 40A:10-6, or a joint insurance fund established pursuant to P.L.1983, c.372 (C.40A:10-36 et seq.), for any term of not more than three years; or

6. Leasing or servicing of automobiles, motor vehicles, electronic communications equipment, machinery and equipment of every nature and kind and textbooks and non-consumable instructional materials, for any term not exceeding in the aggregate, five years; provided, however, such contracts shall be awarded only subject to and in accordance with rules and regulations promulgated by the State Board of Education; or

7. Supplying of any product or the rendering of any service by a company providing voice, data, transmission or switching services, for a term not exceeding five years; or

8. Driver education instruction conducted by private, licensed driver education schools, for any term not exceeding in the aggregate, three years;

9. Provision or performance of goods or services for the purpose of conserving energy in the buildings owned by any local Board of education, the entire price of which shall be established as a percentage of the resultant savings in energy costs, for a term not to exceed fifteen years; except that these contracts shall be entered into only subject to and in accordance with guidelines promulgated by the Board of Public Utilities establishing a methodology for computing energy costs;

10. Any single project for the construction, reconstruction or rehabilitation of any public building, structure or facility, or any public works project, including the retention of the services of any architect or engineer in connection therewith, for the length of time authorized and necessary for the completion of the actual construction;

11. Laundry service and the rental, supply and cleaning of uniforms for any term of not more than three years;

12. Food supplies and food services for any term of not more than three years;

13. Purchases made under a contract awarded by the Director of the Division of Purchase and Property in the Department of the Treasury for use by counties, municipalities or other contracting units pursuant to section 3 of P.L.1969, c.104 (C.52:25-16.1), for a term not to exceed the term of that contract.

C. Any contract for services other than professional services, the statutory length of which contract is for three years or less, may include provisions for no more than one two-year, or two one-year, extensions, subject to the following limitations:

1. The contract must be awarded by resolution of the Board upon a finding by the Board that the services are being performed in an effective and efficient manner;

2. No such contract shall be extended so that it runs for more than a total of five consecutive years;

3. Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the twelve months preceding the most recent quarterly calculation available at the time the contract is renewed; and d. the terms and conditions of the contract remain substantially the same.

D. All multiyear leases and contracts entered into pursuant to N.J.S.A. 18A:18A-42, including any two-year or one-year extensions, except contracts for insurance coverages, insurance consultant or administrative services, participation or membership in a joint self-insurance fund, risk management programs or related services of a school Board insurance group, participation in an insurance fund established by a county pursuant to N.J.S.A. 40A:10-6 or contracts for thermal energy authorized pursuant to subsection a. above, and contracts for the provision or performance of goods or services to promote energy conservation authorized pursuant to B.9. of this regulation shall contain a clause making them subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation, or contain an annual cancellation clause.

E. All contracts shall cease to have effect at the end of the contracted period and shall not be extended by any mechanism or provision, unless in conformance with the "Public School Contracts Law," N.J.S.A. 18A:18A-1 et seq., except that a contract may be extended by mutual agreement of the parties to the contract when a Board of Education has commenced rebidding prior to the time the contract expires or when the awarding of a contract is pending at the time the contract expires.

Issued: 15 December 2009

R 6350 COMPETITIVE CONTRACTING

A. Definitions

1. "Purchasing agent" means the School Business Administrator/Board Secretary or the Business Manager of the Board of Education duly assigned the authority, responsibility and accountability for the purchasing activity of the Board and having the power to prepare advertisements, to advertise for and receive bids and to award contracts as permitted by this chapter, but if there be no School Business Administrator/Board Secretary or Business Manager, such officer, committees or employees to whom such power has been delegated by the Board.

2. "Extraordinary unspecifiable services" means services which are specialized and qualitative in nature requiring expertise, extensive training and proven reputation in the field of endeavor.

3. "Professional services" means services rendered or performed by a person authorized by law to practice a recognized profession and whose practice is regulated by law and the performance of which services requires knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction and study as distinguished from general academic instruction or apprenticeship and training. Professional services may also mean services rendered in the provision or performance of goods or services that are original and creative in character in a recognized field of artistic endeavor.

4. "Aggregate" means the sums expended or to be expended for the provision or performance of any goods or services in connection with the same immediate purpose or task, or the furnishing of similar goods or services, during the same contract year through a contract awarded by a purchasing agent.

5. "Bid threshold" means the dollar amount set in N.J.S.A. 18A:18A-3, above which a Board will advertise for and receive sealed bids in accordance with procedures set forth in N.J.S.A. 18A:18A-1 et seq.

6. "Contract year" means the period of twelve consecutive months following the award of a contract.

7. "Competitive contracting" means the method described in sections 45 through 49 of P.L.1999, c.440 (C.18A:18A-4.1 through C.18A:18A-4.5) of contracting for specialized goods and services in which formal proposals are solicited from vendors; formal proposals are evaluated by the purchasing agent or counsel or School Business Administrator; and the Board awards a contract to a vendor or vendors from among the formal proposals received.

8. "Goods and services" or "goods or services" means any work, labor, commodities, equipment, materials, or supplies of any tangible or intangible nature, except real property or any interest therein, provided or performed through a contract awarded by a purchasing agent, including goods and property subject to N.J.S.A. 12A:2-101 et seq.

9. "Library and educational goods and services" means textbooks, copyrighted materials, student produced publications and services incidental thereto, including but not limited to books, periodicals, newspapers, documents, pamphlets, photographs, reproductions, microfilms, pictorial or graphic works, musical scores, maps, charts, globes, sound recordings, slides, films, filmstrips, video and magnetic tapes, other printed or published matter and audiovisual and other materials of a similar nature, necessary binding or rebinding of library materials, and specialized computer software used as a supplement or in lieu of textbooks or reference material.

10. "Lowest price" means the least possible amount that meets all requirements of the request of a purchasing agent.

11. "Lowest responsible bidder or vendor" means the bidder or vendor: (1) whose response to a request for bids offers the lowest price and is responsive; and (2) who is responsible.

12. "Official newspaper" means any newspaper designated by the Board pursuant to R.S.35:1-1 et seq.

13. "Purchase order" means a document issued by the purchasing agent authorizing a purchase transaction with a vendor to provide or perform goods or services to the Board, which, when fulfilled in accordance with the terms and conditions of a request of a purchasing agent and other provisions and procedures that may be established by the Board, will result in payment by the Board.

14. "Quotation" means the response to a formal or informal request made by a purchasing agent to a vendor for provision or performance of goods or services, when the aggregate cost is less than the bid threshold. Quotations may be in writing, or taken verbally if a record is kept by the purchasing agent.

15. "Responsible" means able to complete the contract in accordance with its requirements, including but not limited to requirements pertaining to experience, moral integrity, operating capacity, financial capacity, credit, and workforce, equipment, and facilities availability.

16. "Responsive" means conforming in all material respects to the terms and conditions, specifications, legal requirements, and other provisions of the request.

17. "Concession" means the granting of a license or right to act for or on behalf of the Board, or to provide a service requiring the approval or endorsement of the Board, and which may or may not involve a payment or exchange, or provision of services by or to the Board, provided that the term concession will not include vending machines.

18. "Proprietary" means goods or services of a specialized nature, that may be made or marketed by a person or persons having the exclusive right to make or sell them, when the need for such goods or services has been certified in writing by the Board to be necessary for the conduct of its affairs.

19. "Service or services" means the performance of work, or the furnishing of labor, time, or effort, or any combination thereof, not involving or connected to the delivery or ownership of a specified end product or goods or a manufacturing process. Service or services may also include an arrangement in which a vendor compensates the Board for the vendor's right to operate a concession.

B. Competitive Contracting

Competitive contracting may be used in lieu of public bidding for specialized goods or services that exceed the bid threshold provided the process is administered by a purchasing agent, by legal counsel of the Board, or by the School Business Administrator. The Board shall pass a resolution authorizing the use of competitive contracting each time specialized goods or services are desired to be competitively contracted. If the desired goods or services have previously been contracted for using the competitive contracting process then the original resolution of the Board will suffice. Competitive contracting may only be used for the following purposes:

1. The purchase or licensing of proprietary computer software designed for Board purposes, which may include hardware intended for use with the proprietary software, but not for general purpose computer hardware or software;

2. The hiring of a for-profit entity or a not-for-profit entity incorporated under Title 15A of the New Jersey Statutes for the purpose of the operation, management or administration of recreation or social service facilities or programs; or the operation, management or administration of data processing services;

3. Services performed by an energy services company pursuant to N.J.S.A. 40A:18A-4.1.c.;

4. Telecommunications transmission or switching services that are not part of a tariff or schedule of charges filed with the Board of Public Utilities;

5. The purchase of specialized machinery or equipment of a technical nature, or servicing thereof, which will not reasonably permit the drawing of specifications;

6. Food services provided by food service management companies when not part of programs administered by the New Jersey Department of Agriculture, Bureau of Child Nutrition Programs;

7. Driver education courses provided by licensed driver education schools;

8. At the option of the Board, any good or service that is exempt from bidding pursuant to N.J.S.A. 18A:18A-5;

9. Laboratory testing services;

10. Concessions;

11. The operation, management or administration of other services, with the approval of the Division of Local Government Services in the Department of Community Affairs.

Any purpose included in 1 through 11 above, will not be considered by a Board as an extraordinary unspecifiable service pursuant to N.J.S.A. 18A:18A-5. Unless an exception is provided for under N.J.S.A. 18A:18A-42 permitting a longer contract duration, contracts awarded under competitive contracting may be for a term not to exceed five years.

C. Requests for Proposals

1. The purchasing agent will prepare request for proposal documentation, which will include:

   a. All requirements deemed appropriate and necessary to allow for full and free competition between vendors;

   b. Information necessary for potential vendors to submit a proposal; and

   c. A methodology by which the Board will evaluate and rank proposals received from vendors.

2. The methodology for the awarding of competitive contracts will be based on an evaluation and ranking, which will include technical, management, and cost related criteria, and may include a weighting of criteria. This methodology will be developed in a way that is intended to meet the specific needs of the district and where such criteria will not unfairly or illegally discriminate against or exclude otherwise capable vendors.

   a. When an evaluation methodology uses a weighting of criteria, at the option of the Board the weighting to be accorded to each criterion may be disclosed to vendors prior to receipt of the proposals.

   b. The methodology for awarding competitive contracts will comply with such rules and regulations as the Director of the Division of Local Government Services in the Department of Community Affairs may adopt in accordance with N.J.S.A. 18A-4.4(a).

3. At no time during the proposal solicitation process will the purchasing agent convey information, including price, to any potential vendor which could confer an unfair advantage upon that vendor over any other potential vendor. If a purchasing agent desires to change proposal documentation, the purchasing agent will notify only those potential vendors who received the proposal documentation of any and all changes in writing and all existing documentation will be changed appropriately.

4. All proposals and contracts will be subject to the provisions of section 1 of P.L.1977, c.33 (C.52:25-24.2) requiring submission of a statement of corporate ownership and the provisions of P.L.1975, c.127 (C.10:5-31 et seq.) concerning equal employment opportunity and affirmative action.

D. Soliciting, Evaluating and Awarding Competitive Bid Contracts

1. Notice of the availability of Request for Proposal

   a. Request for Proposal documentation will be published in an official newspaper of the Board at least twenty days prior to the date established for the submission of proposals.

   b. The purchasing agent will promptly reply to any request by an interested vendor by providing a copy of the request for proposals.

   c. The Board may charge a fee for the proposal documentation that will not exceed $50.00 or the cost of reproducing the documentation, whichever is greater.

2. Submission of Request for Proposals

   a. Each interested vendor will submit a proposal which will include all the information required by the request for proposals.

   b. Failure to meet the requirements of the request for proposals may result in the Board disqualifying the vendor from further consideration.

   c. Under no circumstances will the provisions of a proposal be subject to negotiation by the Board.

3. Competitive Contracting - Subcontracting Services

   a. If the Board, at the time of solicitation, utilizes its own employees to provide the goods or perform the services, or both considered for competitive contracting, the Board will, at any time prior to, but no later than the time of solicitation for competitive contracting proposals, notify affected employees of the Board's intention to solicit competitive contracting proposals.

   b. Employees or their representatives will be permitted to submit recommendations and proposals affecting wages, hours, and terms and conditions of employment in such a manner as to meet the goals of the competitive contract.

c. If employees are represented by an organization that has negotiated a contract with the Board, only the bargaining unit will be authorized to submit such recommendations or proposals.

d. When requested by such employees, the Board will provide such information regarding budgets and the costs of performing the services by such employees as may be available.

e. Nothing will prevent such employees from making recommendations that may include modifications to existing labor agreements in order to reduce such costs in lieu of award of a competitive contract, and agreements implementing such recommendations may be considered as cause for rejecting all other proposals.

4. Evaluation of Requests for Proposals

a. The purchasing agent will evaluate all proposals only in accordance with the methodology described in the request for proposals. After proposals have been evaluated, the purchasing agent will prepare a report in accordance with N.J.S.A. 18A:18A-4.5d evaluating and recommending the award of a contract or contracts. The report will:

(1) List the names of all potential vendors who submitted a proposal and will summarize the proposals of each vendor;

(2) Rank vendors in order of evaluation;

(3) Recommend the selection of a vendor or vendors, as appropriate, for a contract;

(4) Be clear in the reasons why the vendor or vendors have been selected among others considered; and

(5) Detail the terms, conditions, scope of services, fees, and other matters to be incorporated into a contract.

The report will be made available to the public at least forty-eight hours prior to the awarding of the contract, or when made available to the Board, whichever is sooner. The Board will have the right to reject all proposals for any of the reasons set forth in N.J.S.A. 18A:18A-22.

5. Award of Contract

   Award of a contract will be made by resolution of the Board within sixty days of the receipt of the proposals, except that the proposals of any vendors who consent thereto, may, at the request of the Board, be held for consideration for such longer period as may be agreed.

6. Competitive Contracting Report

   The report prepared pursuant to N.J.S.A. 18A:18A-4.5d of this section will become part of the public record and will reflect the final action of the Board. Contracts will be executed pursuant to N.J.S.A. 18A:18A-40.

7. Publication of Contracts Awarded Using Competitive Contracting

   a. The Secretary of the Board will publish a notice in the official newspaper of the Board summarizing the award of a contract, which will include but not be limited to:

      (1) The nature, duration, and amount of the contract;

      (2) The name of the vendor; and

      (3) A statement that the resolution and contract are on file and available for public inspection in the office of the Secretary of the Board.

Issued: 15 December 2009

R 6421 PURCHASES BUDGETED

A. Definitions

1. "Purchasing agent" means the School Business Administrator/Board Secretary or the Business Manager of the Board of Education duly assigned the authority, responsibility and accountability for the purchasing activity of the Board and having the power to prepare advertisements, to advertise for and receive bids and to award contracts as permitted by this chapter, but if there be no School Business Administrator/Board Secretary or Business Manager, such officer, committees or employees to whom such power has been delegated by the Board.

2. "Extraordinary unspecifiable services" means services which are specialized and qualitative in nature requiring expertise, extensive training and proven reputation in the field of endeavor.

3. "Professional services" means services rendered or performed by a person authorized by law to practice a recognized profession and whose practice is regulated by law and the performance of which services requires knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction and study as distinguished from general academic instruction or apprenticeship and training. Professional services may also mean services rendered in the provision or performance of goods or services that are original and creative in character in a recognized field of artistic endeavor.

4. "Aggregate" means the sums expended or to be expended for the provision or performance of any goods or services in connection with the same immediate purpose or task, or the furnishing of similar goods or services, during the same contract year through a contract awarded by a purchasing agent.

5. "Bid threshold" means the dollar amount set in N.J.S.A. 18A:18A-3, above which a Board shall advertise for and receive sealed bids in accordance with procedures set forth in N.J.S.A. 18A:18A-1 et seq.

6. "Contract year" means the period of twelve consecutive months following the award of a contract.

7. "Competitive contracting" means the method described in sections 45 through 49 of P.L.1999, c.440 (C.18A:18A-4.1 through C.18A:18A-4.5) of contracting for specialized goods and services in which formal proposals are solicited from vendors; formal proposals are evaluated by the purchasing agent or counsel or School Business Administrator; and the Board awards a contract to a vendor or vendors from among the formal proposals received.

8. "Goods and services" or "goods or services" means any work, labor, commodities, equipment, materials, or supplies of any tangible or intangible nature, except real property or any interest therein, provided or performed through a contract awarded by a purchasing agent, including goods and property subject to N.J.S.A. 12A:2-101 et seq.

9. "Library and educational goods and services" means textbooks, copyrighted materials, student produced publications and services incidental thereto, including but not limited to books, periodicals, newspapers, documents, pamphlets, photographs, reproductions, microfilms, pictorial or graphic works, musical scores, maps, charts, globes, sound recordings, slides, films, filmstrips, video and magnetic tapes, other printed or published matter and audiovisual and other materials of a similar nature, necessary binding or rebinding of library materials, and specialized computer software used as a supplement or in lieu of textbooks or reference material.

10. "Lowest price" means the least possible amount that meets all requirements of the request of a purchasing agent.

11. "Lowest responsible bidder or vendor" means the bidder or vendor: (1) whose response to a request for bids offers the lowest price and is responsive; and (2) who is responsible.

12. "Official newspaper" means any newspaper designated by the Board pursuant to R.S.35:1-1 et seq.

13. "Purchase order" means a document issued by the purchasing agent authorizing a purchase transaction with a vendor to provide or perform goods or services to the Board, which, when fulfilled in accordance with the terms and conditions of a request of a purchasing agent and other provisions and procedures that may be established by the Board, will result in payment by the Board.

14. "Quotation" means the response to a formal or informal request made by a purchasing agent to a vendor for provision or performance of goods or services, when the aggregate cost is less than the bid threshold. Quotations may be in writing, or taken verbally if a record is kept by the purchasing agent.

15. "Responsible" means able to complete the contract in accordance with its requirements, including but not limited to requirements pertaining to experience, moral integrity, operating capacity, financial capacity, credit, and workforce, equipment, and facilities availability.

16. "Responsive" means conforming in all material respects to the terms and conditions, specifications, legal requirements, and other provisions of the request.

17. "Concession" means the granting of a license or right to act for or on behalf of the Board, or to provide a service requiring the approval or endorsement of the Board, and which may or may not involve a payment or exchange, or provision of services by or to the Board, provided that the term concession shall not include vending machines.

18. "Proprietary" means goods or services of a specialized nature, that may be made or marketed by a person or persons having the exclusive right to make or sell them, when the need for such goods or services has been certified in writing by the Board to be necessary for the conduct of its affairs.

19. "Service or services" means the performance of work, or the furnishing of labor, time, or effort, or any combination thereof, not involving or connected to the delivery or ownership of a specified end product or goods or a manufacturing process. Service or services may also include an arrangement in which a vendor compensates the Board for the vendor's right to operate a concession.

B. All purchasing for the school district will be conducted under the authority of the purchasing agent as defined in N.J.S.A. 18A:18A-2.b. and as designated by the Board.

C. Any contract, the amount of which exceeds the bid threshold, shall be negotiated and awarded by the Board by resolution at a public meeting without public advertising for bids and bidding therefor if the subject matter thereof consists of:

1. Professional services. The Board will in each instance state supporting reasons for its action in the resolution awarding each contract and shall forthwith cause to be printed once, in an official newspaper, a brief notice stating the nature, duration, service and amount of the contract, and that the resolution and contract are on file and available for public inspection in the office of the Board;

2. Extraordinary unspecifiable services which cannot reasonably be described by written specifications. The Board will in each instance state supporting reasons for its action in the resolution awarding the contract for extraordinary unspecifiable services and shall forthwith cause to be printed, in the manner set forth in C.1. above a brief notice of the award of such contract;

3. The doing of any work by employees of the Board;

4. The printing of all legal notices; and legal briefs, records and appendices to be used in any legal proceeding in which the Board may be a party;

5. Library and educational goods and services;

6. Food supplies, including food supplies for home economics classes, when purchased pursuant to rules and regulations of the State Board and in accordance with the provisions of N.J.S.A. 18A:18A-6;

7. The supplying of any product or the rendering of any service by a public utility, which is subject to the jurisdiction of the Board of Public Utilities, in accordance with the tariffs and schedules of charges made, charged and exacted, filed with said Board;

8. The printing of bonds and documents necessary to the issuance and sale thereof by a Board;

9. Equipment repair service if in the nature of an extraordinary unspecifiable service and necessary parts furnished in connection with such services, which exception shall be in accordance with the requirements for extraordinary unspecifiable services;

10. Insurance, including the purchase of insurance coverage and consultant services, which exception shall be in accordance with the requirements for extraordinary unspecifiable services;

11. Publishing of legal notices in newspapers as required by law;

12. The acquisition of artifacts or other items of unique intrinsic, artistic or historic character;

13. Those goods and services necessary or required to prepare and conduct an election;

14. The doing of any work by persons with disabilities employed by a sheltered workshop;

15. Expenses for travel and conferences;

16. The provision or performance of goods or services for the support or maintenance of proprietary computer hardware and software, except that this provision shall not be utilized to acquire or upgrade non-proprietary hardware or acquire or update non-proprietary software;

17. Purchases of goods and services at rates set by the Universal Service Fund administered by the Federal Communications Commission;

18. Goods and services paid with funds that: are raised by or collected from students to support the purchase of student oriented items or materials, such as yearbooks, class rings, and a class gift; and are deposited in school or student activity accounts; and require no budget appropriation from the Board;

19. Food services provided by food service management companies pursuant to procedures established by the New Jersey Department of Agriculture, Bureau of Child Nutrition Programs;

20. Vending machines providing food or drink.

D. Any contract, the amount of which exceeds the bid threshold, shall be negotiated and awarded by the Board by resolution at a public meeting without public advertising for bids and bidding therefore

1. If the contract is to be made or entered into with the United States of America, the State of New Jersey, county or municipality or any Board, body, officer, agency, authority or Board or any other State or subdivision thereof.

2. Bids have been advertised pursuant to N.J.S.A. 18A:18A-4 on two occasions and

a. No bids have been received on both occasions in response to the advertisement, or

b. The Board has rejected such bids on two occasions because it has determined that they are not reasonable as to price, on the basis of cost estimates prepared for or by the prior to the advertising therefor, or have not been independently arrived at in open competition, or

c. On one occasion no bids were received pursuant to a. above and on one occasion all bids were rejected pursuant to b. above, in whatever sequence; any such contract may then be negotiated and may be awarded upon adoption of a resolution by a two-thirds affirmative vote of the authorized membership of the Board authorizing such a contract; provided, however, that:

(1) A reasonable effort is first made by the Board to determine that the same or equivalent goods or services, at a cost which is lower than the negotiated price, are not available from an agency or authority of the United States, the State of New Jersey or of the county in which the Board is located, or any municipality in close proximity to the Board;

(2) The terms, conditions, restrictions and specifications set forth in the negotiated contract are not substantially different from those which were the subject of competitive bidding pursuant to N.J.S.A. 18A:18A-4; and

(3) Any minor amendment or modification of any of the terms, conditions, restrictions and specifications which were the subject of competitive bidding pursuant to N.J.S.A. 18A:18A-4 shall be stated in the resolution awarding the contract; provided further, however, that if on the second occasion the bids received are rejected as unreasonable as to price, the Board will notify each responsible bidder submitting bids on the second occasion of its intention to negotiate, and afford each bidder a reasonable opportunity to negotiate, but the Board shall not award such contract unless the negotiated price is lower than the lowest rejected bid price submitted on the second occasion by a responsible bidder, is the lowest negotiated price offered by any responsible vendor, and is a reasonable price for such goods or services.



3. Whenever the Board determines that a bid was not arrived at independently in open competition pursuant to subsection c.(2) of N.J.S.A. 18A:18A-5, it shall thereupon notify the county prosecutor of the county in which the Board is located and the Attorney General of the facts upon which its determination is based, and when appropriate, it may institute appropriate proceedings in any State or federal court of competent jurisdiction for a violation of any State or federal antitrust law or laws relating to the unlawful restraint of trade.

4. The Board has solicited and received at least three quotations on materials, supplies or equipment for which a State contract has been issued pursuant to N.J.S.A. 18A:18A-10, and the lowest responsible quotation is at least 10% less than the price the Board would be charged for the identical materials, supplies or equipment, in the same quantities, under the State contract. Any such contract will be entered into in accordance with N.J.S.A. 18A:18A-5.e. and may be made, negotiated or awarded only upon adoption of a resolution by the affirmative vote of two-thirds of the full membership of the Board at a meeting thereof authorizing such a contract or agreement.

E. Quotations

1. For all contracts that in the aggregate are less than the bid threshold but fifteen percent or more of that amount, and for those contracts that are for subject matter enumerated in subsection a. of N.J.S.A. 18A:18A-5, except for paragraph (1) of that subsection concerning professional services and paragraph (3) of that subsection concerning work by employees of the Board, the purchasing agent shall award the contract after soliciting at least two competitive quotations, if practicable. The award shall be made to a vendor whose response is most advantageous, price and other factors considered. The purchasing agent shall retain the record of the quotation solicitation and shall include a copy of the record with the voucher used to pay the vendor.

2. When in excess of the bid threshold, and after documented effort by the purchasing agent to secure competitive quotations, a contract for extraordinary unspecifiable services may be awarded when the purchasing agent has determined in writing that solicitation of competitive quotations is impracticable. Any such contract shall be awarded by resolution of the Board.

3. If authorized by the Board by resolution, all contracts that are in the aggregate less than fifteen percent of the bid threshold may be awarded by the purchasing agent without soliciting competitive quotations.

4. Whenever two or more responses to a request of a purchasing agent offer equal prices and are the lowest responsible bids or proposals, the Board may award the contract to the vendor whose response, in the discretion of the Board, is the most advantageous, price and other factors considered. In such a case, the award resolution or purchase order documentation shall explain why the vendor selected is the most advantageous.

F. Requisitions

1. A requisition for goods and/or services may be originated by any school district employee who perceives a need for such goods and/or services.

2. The requisitioner will prepare and sign a requisition form, filling in the following information:

   a. Description and quantity of item or service desired;

   b. Unit price and total amount (actual or estimated) of proposed purchase;

   c. Desired brand or vendor;

   d. The building, program, subject, or class in which the goods or service will be used;

   e. The name and title of the requisitioner; and

   f. The date on which the requisition is filed.

3. Requisitions for lost or stolen equipment must be accompanied by an explanatory report.

4. The requisitioner will retain a copy of the requisition form. Copies of the requisition form will be filed with the Principal or the appropriate supervisor for consideration.

5. The Principal or immediate supervisor will determine:

   a. The need for the requisitioned goods or services;

b. Whether the desired goods or services are presently available elsewhere in the district or are available without cost from another source;

c. The appropriateness of the proposed expenditure;

d. Whether the requisition can be combined with others for greater efficiency and economy;

e. Whether the originator's needs can be better met by an alternate purchase; and

f. Whether uncommitted funds remain in the budget allocations to the school or program, sufficient to cover the proposed expenditure.

6. A requisition not approved by the Principal or immediate supervisor will be returned to the requisitioner with the reason for its rejection.

7. When approval is given, the Principal or immediate supervisor will sign and date the requisition, indicate the account to be charged, retain the duplicate copy, and file the original with the School Business Administrator/Board Secretary, for approval.

8. A requisition that originates with a Principal, immediate supervisor, or central office administrator must be approved by the School Business Administrator/Board Secretary.

9. If the School Business Administrator/Board Secretary denies approval of a requisition approved or originated by a Principal, immediate supervisor, or central office administrator, he or she will so notify the approver or originator with the reason for the denial.

G. Purchase Orders

1. Before a purchase order is prepared for an approved requisition, the School Business Administrator/Board Secretary shall determine whether:

a. The proposed purchase is exempt from bid in accordance with N.J.S.A. 18A:18A-5;

b. If appropriate, vendors' quotations have been solicited in accordance with F above;

c. The requisition can be processed without resort to advertisement for bid or solicitation of quotations; or

d. The proposed purchase is in excess of the bid threshold and may be Competitively Contracted in accordance with N.J.S.A. 18A:18A-4.5.

2. A requisition that is not exempt from bid shall be submitted to the School Business Administrator/Board Secretary for advertisement.

3. Approved requisitions must be authorized as follows:

a. If within the budget and not subject to bid, authorized by the School Business Administrator/Board Secretary;

b. If within the budget and subject to bid, authorized by a Board resolution awarding a contract after bid;

c. If not in the budget or in excess of the line item allocation, authorized by the Board or, as permitted by Policy No. 6422 between Board meetings, by the School Business Administrator/Board Secretary.

4. To prepare a purchase order, the School Business Administrator/Board Secretary shall

a. Verify and enter the account to which the purchase will be assigned;

b. Assign a purchase order number to the expenditure;

c. Verify and enter the name and address of the vendor;

d. Verify and enter the description of the goods and/or services, including, as appropriate, the quality standards of the goods sought;

e. Verify as necessary, by telephone call to the vendor or by reference to a catalog, and enter the unit cost of the goods and/or services;

f. Extend and total costs;

g. Check that the requisition has been properly approved and authorized; and

h. Determine and enter the desired delivery date and any necessary delivery instructions.

5. Each purchase order will be completed in full and forwarded to the School Business Administrator/Board Secretary for approval and signature.

6. The School Business Administrator/Board Secretary shall encumber the appropriate account in the amount of the purchase order.

7. Copies of the purchase order will be distributed as required.

8. A purchase order may be issued to confirm an oral order given to a vendor under bona fide emergency circumstances, pursuant to Policy No. 6422. A confirmation order will be so designated.

9. Open purchase orders may be written for vendors who regularly provide the school district with certain goods and/or services. Any open purchase order may be exempt from the requirement for bidding, must specify a "not to exceed" amount, and must be closely monitored to determine that the aggregate amount of goods and/or services does not exceed the bid threshold in any twelve month period.

H. Payment

Purchases will be paid in accordance with Policy No. 6470 and Regulation No. 6470.

Issued: 15 December 2009

R 6422 BUDGET TRANSFERS

A. Transfer of Surplus or Other Unbudgeted or Underbudgeted Revenue Between April 1 and June 30

1. The Board may transfer surplus or other unbudgeted or underbudgeted revenue between April 1 and June 30 only upon prior approval of the transfer by the Executive County Superintendent, as the Commissioner's designee, pursuant to N.J.S.A. 18A:22-8.1.

2. Requests must be received by June 30.

3. All approved transfer requests must be expended or encumbered for the approved use by June 30 [on approved use], or the district shall reserve and designate such funds for tax relief in the subsequent budget year.

4. To request approval of such transfers, the district shall submit to the Executive County Superintendent the following:

   a. Documentation of approval of the transfer by a two-thirds affirmative vote of the authorized membership of the Board;

   b. Certification by that same membership of the Board that the transfer is necessary to achieve the thoroughness standards for the current year. The certification shall include the purpose, need of transfer, and include, at a minimum, a list of specific line items to be transferred into and corresponding amounts. Requests to appropriate surplus for textbooks, computers, equipment, or other needs for use and operation for the subsequent school year is not considered a need for the current year and shall not be approved; and

   c. The latest Board Secretary's report as documentation that no other line item balances are available and all appropriation balances are or will be expended or encumbered.

B. Transfer of Surplus or Other Unbudgeted or Underbudgeted Revenue Prior to April 1

1. Prior to April 1, the Board may petition the Commissioner, by a two-thirds affirmative vote of the authorized membership of the Board, for approval of a transfer of surplus or other unbudgeted or underbudgeted revenue only for an emergent circumstance.

2. The district shall be subject to an on-site inspection by the Executive County Superintendent for verification of the emergent circumstance and other supporting documentation.

3. The district shall submit such Board approved petition to the Executive County Superintendent for recommendation to the Commissioner. At a minimum, the submission shall include the following:

   a. Certification the transfer is necessary for an emergent circumstance, that no other line item balances are or will be available, and that the remaining surplus will enable the district to operate in a fiscally solvent position for the remainder of the budget year;

   b. Documentation the emergent circumstance, if not addressed through an appropriation of additional revenue, would render peril to the health and safety of students or staff, and/or force the district into an operating deficit as a result of the required implementation of the thoroughness standards;

   c. The latest Board Secretary's report as documentation that no other line item balances are or will be available as set forth in (1) below:

      (1) Any unexpended, unencumbered balances are for non-discretionary fixed costs and supported by historical expenditures or other documentation ensuring that the balances will be expended by June 30.

   d. Evidence of approval of the petition and supporting documentation by a two-thirds affirmative vote of the authorized membership of the Board.

C. Appropriations at Any Time Without Commissioner Approval

1. The Board may at any time and without Commissioner approval:

   a. Appropriate unbudgeted or underbudgeted State aid for which the approval was granted by the Department of Education in the written notification to the Board of the additional aid;

   b. Appropriate unbudgeted and underbudgeted tuition revenue generated from a school district-specific program, which is not part of a formal sending-receiving relationship pursuant to N.J.S.A. 18A:38-19 and 18A:46-21;



c. Appropriate unbudgeted or underbudgeted school transportation revenue generated from a school district's or Coordinated Transportation Services Agency's role as the host provider of school transportation services pursuant to N.J.S.A. 18A:39-11 and 18A:39-11.1;

d. Appropriate unbudgeted or underbudgeted restricted miscellaneous local revenue;

e. Appropriate unbudgeted or underbudgeted Federal revenue; and

f. Appropriate surplus generated from any Federal and/or State revenue excluded from the excess surplus calculation in the prebudget year in accordance with the annual audit program.

D. Transfers from General Fund Appropriation Accounts

1. For the purposes of Policy and Regulation 6422, "general fund appropriation account" means the required advertised appropriation accounts pursuant to N.J.S.A. 18A:22-1 et seq., except where consolidated as follows:

a. Basic skills, bilingual and special education instruction, including other related and extraordinary services;

b. Student activities, student athletics, and other student instructional services;

c. Student support services, including attendance, health, guidance, Child Study Team, and media;

d. Improvement of instruction and staff training; and

e. Special programs (Fund 13).

2. For all transfers from any general fund appropriation account as defined in D.1. above, and as amended to include prior year encumbrances carried forward to the current year and revenue appropriated pursuant to C. above, the Board shall obtain the approval for such transfers by two-thirds affirmative vote of the authorized membership of the Board, pursuant to N.J.S.A. 18A:22-8.1.

a. When the total amount of such transfers, on a cumulative basis, exceeds ten percent of the amount of the account that was included in the school district's budget as certified for taxes, as amended to include prior year encumbrances carried forward to the current year and revenue appropriated pursuant to C. above, the Board shall request in writing approval from the Executive County Superintendent, as the Commissioner's designee, by submitting the request and purpose for the transfer using the report pursuant to (1) below.

(1) The Board may request approval from the Executive County Superintendent prior to obtaining the two-thirds affirmative vote of the authorized membership of the school Board for such approval.

(2) The Board's written transfer request shall be deemed approved after ten working days of receipt of such request by the Executive County Superintendent if no Executive County Superintendent approval or denial is provided within that timeframe. The district shall maintain documentation of the Executive County Superintendent's receipt of all transfer requests deemed approved under this provision.

b. Prior to any transfers from capital outlay accounts to current expense, except for equipment, the district shall submit a written request for approval to the Executive County Superintendent with documentation that such transfer is required due to demonstrated hardship.

E. Transfers To Certain Advertised Appropriation Accounts

1. For all transfers to the advertised appropriation accounts identified as general administration, school administration, central services and administrative information technology, or other support services that, on a cumulative basis, exceed ten percent of the amount of the account included in the school district's budget as certified for taxes, amended to include prior year encumbrances carried forward to the current year, a Board shall, prior to such transfer, submit to the Executive County Superintendent, in a format prescribed by the Commissioner, a request for such approval.

a. Such approval will not be granted, except as provided in b. below if:

(1) The school district's budget currently exceeds the administrative cost limits; or

(2) The transfer would result in a budget in excess of the administrative cost limits in the applicable budget year, as prescribed in N.J.S.A. 18A:7F-5(c).

b. Transfers may be approved to support a contractual obligation or one-time increase in spending as justified by district documentation. Transfers may not be approved if the district did not budget sufficient funds upon review of actual expenditures and historical trends in those accounts. A district that is granted such approval remains subject to the requirements set forth in N.J.S.A. 18A:7F-5(c).

F. Transfers to Capital Outlay Accounts

1. For all transfers to the advertised appropriation accounts identified as capital outlay for a capital outlay project not previously approved by the voters or Board of School Estimate pursuant to N.J.A.C. 6A:23-8.4, the Board shall, prior to such transfer, submit to the Executive County Superintendent a request for such approval.

Approvals are required for unbudgeted or underbudgeted revenue, including those listed and appropriated pursuant to C. above and shall only be granted for requests with written documentation that supports the existence of an emergent circumstance as defined in B.3.b. above and only after an on-site inspection by the Executive County Superintendent to verify the emergent circumstance. Transfers to equipment accounts or to supplement a capital outlay project previously approved by the voters or Board of School Estimate, pursuant to N.J.A.C. 6A:23-8.4, do not require approval by the Executive County Superintendent.

a. The district shall maintain a report of current month and year-to-date transfers between general fund appropriation accounts as defined in D. above, in a format prescribed by the Commissioner, or in a format developed locally and approved by the County Superintendent, and submit such report to the County Superintendent with any transfer requests and in accordance with the submission requirements of the Board Secretary's and Treasurer's financial reports under N.J.A.C. 6A:23A-16.10.

Issued: 15 December 2009
Revised: 14 September 2010



R 6424 EMERGENCY CONTRACTS

A. Any contract may be negotiated or awarded for a Board of Education without public advertising for bids and notwithstanding that the contract price will exceed the bid threshold when an emergency affecting the health or safety of occupants of school property requires the immediate delivery of goods or the performance of services, provided that the contracts are awarded in the following manner:

1. The official in charge of the building, facility, or equipment wherein the emergency occurred or such other officer or employee as may be authorized to act in place of that official, shall notify the purchasing agent and/or School Business Administrator/Board Secretary of:

   a. The need for the performance of a contract;

   b. The nature of the emergency;

   c. The time of its occurrence; and

   d. The need for invoking this section.

2. Such notification shall be reduced to writing and filed with the purchasing agent and School Business Administrator/Board Secretary as soon as practicable.

3. If the School Business Administrator/Board Secretary is satisfied that an emergency exists, he/she shall be authorized to award a contract or contracts for such purposes as may be necessary to respond to the emergent needs.

B. Upon the furnishing of such goods or services, in accordance with the terms of the contract, the contractor furnishing such goods or services, shall be entitled to be paid and the Board shall be obligated for said payment. The Board shall take such action as shall be required to provide for the payment of the contract price.

C. If conditions permit, the School Business Administrator/Board Secretary shall seek quotations from more than one source. And, if the expenditures are expected to be in excess of the bid threshold, the School Business Administrator/Board Secretary shall attempt to obtain no fewer than three quotations.

D. When emergency conditions have eased, the School Business Administrator/Board Secretary shall utilize the regular purchasing system to obtain estimates from suppliers, vendors, and contractors for materials and/or services that will eliminate the circumstances that created the emergency.

E. The School Business Administrator/Board Secretary shall submit a final report to the Board on every occasion an emergency contract is negotiated or awarded in accordance with the provisions of N.J.S.A. 18A:18A-7. The report shall describe:

1. The nature of the emergency;

2. The time of its occurrence;

3. The need for invoking this regulation;

4. The action taken;

5. The costs of the action;

6. The accounts to be charged; and

7. The plan for preventing a similar situation in the future.

Adopted: 15 December 2009

R 6470 PAYMENT OF CLAIMS

A. Receipt of Goods and Services

1. The staff member authorized to receive goods or services shall check them against the purchase order issued and determine whether the goods or services delivered meet the specifications and quantities set forth in the purchase order.

2. The authorized staff member will record his or her approval of the received goods or services on the receiving copy of the purchase order and return it to the Business office. A copy of the purchase order will be retained by the receiving staff member.

3. Any over supply, shortage, substitution, or other discrepancy must be reported immediately to the School Business Administrator/Board Secretary or designee.

B. Approval of Invoice

1. The School Business Administrator/Board Secretary or designee shall verify the vendor's invoice for the correct billing price and check the invoice for accurate extensions and omission of tax.

2. The School Business Administrator/Board Secretary or designee shall attach the vendor's invoice and verification voucher, if a voucher is necessary, to the copy of the purchase order received from the requisitioner certifying satisfactory completion of the service or receipt of the goods.

3. If the invoice price exceeds the purchase order price the invoice will be referred to the School Business Administrator/Board Secretary, who will only approve a payment amount in excess of the approved purchase order amount in accordance with the provisions of Policy 6470 and N.J.A.C. 6A:23A-6.10.

4. If extensions are incorrectly calculated, the invoice will be returned to the vendor for correction.

5. If tax has been charged, the invoice will be returned to the vendor for correction with a copy of the district's tax exemption certificate.

6. If goods or services received were not satisfactory, the receiving staff member and the vendor will be consulted in order to reach a resolution satisfactory to all parties.

7. The final invoice, verification voucher (if necessary), verified receipt, and all accompanying papers will be forwarded to the School Business Administrator/Board Secretary or designee.

C. Issuance of Warrants

1. The School Business Administrator/Board Secretary or designee may prepare warrants for expenditures for which the Board has waived approval as listed in Policy 6470:

2. All claims paid without prior Board approval as permitted in Policy 6470 and N.J.S.A. 18A:19-4.1 et seq. shall be reported to the Board at its next meeting after the warrant is drawn.

3. All other demands for payment will be submitted to the Board for approval.

4. In accordance with Policy 6470, claims must be submitted to the Board in the form of a list that includes the:

   a. Number, amount, and date of the warrant,

   b. Payee,

   c. Reason for the expenditure, and

   d. Account charged.

5. When the expenditure has been approved, the authorized Business office staff member will debit the correct account and credit the encumbrance.

6. A warrant will be prepared for the payment of goods or services. The warrant number will be recorded on the file copy of the vendor's invoice.

7. All warrants shall be signed by the Board President, the Board Secretary, Superintendent of Schools, and/or the Treasurer of School Moneys, as appropriate to the district and in accordance with the requirements of applicable statutes and administrative codes.

8. The Board of Education shall approve the authorized signatures to be required on warrants for each account. Warrants may be signed in one or more of the following manners:

a. Warrants may be run through a checkwriter machine for imprint of the required signatures. A checkwriter machine will be kept in a secured location. The key(s) to the checkwriter machine will be removed from the checkwriter machine when it is not in use and stored in a secured location not with the checkwriter machine.

b. Warrants may have the required signatures affixed by use of signature stamps. When the signature stamps are not in use they will be kept in a secured location.

c. Warrants may have an imprint of the signatures affixed by the computerized system when the warrants are printed. The computer system used to prepare warrants and affix signatures shall have appropriate security software to assure that unauthorized individuals do not have access to the system.

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Revised: 10 June 2014

R 6470.01 ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION

A. Definitions – N.J.S.A. 40A:5-2 and N.J.A.C. 5:30-9A.2

For the purpose of Policy and Regulation 6470.01:

"Automated clearing house (ACH) transfer" means an electronic funds transfer initiated by the Board of Education authorizing a banking institution to push funds from the Board of Education bank account(s) into a vendor or claimant's bank account, executed through the ACH electronic clearing and settlement system used for financial transactions.

"Board of Education" means a Board of Education as defined by the "Public School Contracts Law," N.J.S.A. 18A:18A-1 et seq.

"Charge account" or "charge card" means an account, linked to a credit card issued by a specific vendor to which goods and services may be charged on credit, that must be paid when a statement is issued.

“Check” means the instrument by which moneys of the Board of Education are disbursed.

“Chief Executive Officer” means the Superintendent of Schools.

“Chief Financial Officer” means the School Business Administrator/Board Secretary.

"Claimant certification" or "vendor certification" means verification of claims pursuant to N.J.S.A. 18A:19-3.

"Disbursement" means any payment of moneys, including any transfer of funds, by any means.

"Electronic Data Interchange (EDI)" means technology that provides transaction related details, including invoice number(s), pay dates, and other identifying information as appropriate for each transaction.

"Electronic Funds Transfer (EFT)" means any approved method of transferring moneys permitted by N.J.A.C. 5:30-9A.1 et seq. that does not involve the physical presentation of a paper check, draft, or similar paper instrument including, but not limited to, wire transfers, e-checks, automated clearing house (ACH) transfers, and transactions initiated by phone or fax.

"Electronic Funds Transfer and Indemnification Agreement" means a signed legally binding indemnification agreement renewed on an annual basis between a Board of Education and a banking institution authorized to conduct business in New Jersey, which authorizes that institution to access bank accounts for the purpose of conducting EFTs through the ACH operating system.

"Governing body" means the Board of Education.

"Internal controls" means fiscal and operational controls that ensure safe and proper use of a standard EFT system and mitigate the potential for fraud and abuse. For purpose of N.J.A.C. 5:30-9A.1 et seq., internal controls shall include technological safeguards and cyber security practices, as well as processes affected by the governing body, management, and other personnel establishing fiscal and operational controls that reduce exposure to risk of misappropriation.

"Local Unit" means any county, municipality, special district, or any public body corporate and politic created or established under any law of this State by or on behalf of any one or more counties or municipalities, or any board, commission, department, or agency of any of the foregoing having custody of funds, but shall not include a school district.

"National Automated Clearing House Association (NACHA) file" means a file, formatted to NACHA specifications, which contains instructions for transferring funds between accounts.



"Payment documentation" means such documentation, including evidence of approvals and certifications, as is required by N.J.S.A. 40A:5-16.b, 40A:5-17, and 18A:19.1 et seq., and N.J.A.C. 5:30-9A.1 et seq. prior to the legal paying out of moneys.

"Procurement card" or "P-card" means an account or physical card that represents an account governed by characteristics specific to a procurement card. These characteristics include limits of time, amount, access, and purchase category controlled by the local unit, local authority, or county college in accordance with an agreement with an issuer. While such cards may have the appearance of a credit card, such as Visa, MasterCard, American Express, or Discover, such general-purpose cards do not feature the controls that procurement cards have and as such are not permitted under N.J.A.C. 5:30-9A.1 et seq. A "Procurement card" or "P-card" may not be used by a Board of Education.

"Reconciliation of activity" means the process used to determine that all transactions utilizing standard EFT technologies are accurate, authorized, and allocable to encumbered appropriations.

"Standard electronic funds transfer technologies" means technologies that facilitate the transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, initiated by means such as, but not limited to, an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit an account, and incorporate, at a minimum, internal controls set forth in rules promulgated by the Local Finance Board. No general purpose credit or debit card shall be considered a standard EFT technology.

"Supervisory review" means the process performed by an individual in a supervisory capacity to confirm the propriety and accuracy of standard EFT technologies use initiated by subordinates.

"Transaction" means any activity that may result in demand for payment.



"Warrant" means the draft or check of any Board of Education used in warranting disbursement of moneys and shall, in every instance, be evidenced by the issuance of a check of the Board of Education. In no instance shall it be necessary for the Board of Education to refer to, or issue, a check separate and distinct from the warrant.

B. Authorization to Use Standard Electronic Funds Transfer Technologies for Electronic Funds Transfers – N.J.A.C. 5:30-9A.3

1. The Board of Education adopts Policy and Regulation 6470.01 to permit the School Business Administrator/Board Secretary to use only the forms of standard EFT technologies that are approved for New Jersey Boards of Education for EFTs for payment of claims pursuant to N.J.A.C. 5:30-9A.1 et seq. and 5:31-4.1, implementing N.J.S.A. 40A:5-16.5.

   a. A Board of Education may not utilize procurement cards, charge cards, charge accounts, or any payment services such as PayPal or Venmo.

2. N.J.A.C. 5:30-9A.1 et seq. does not authorize a Board of Education to exceed the maximum bid thresholds or other limits set forth in the Public School Contracts Law, N.J.S.A. 18A:18A-1 et seq.

3. Providers of ACH and wire transfer services are to be financial institutions chartered by Federal or State authority. ACH and wire transfer services must be provided by a financial institution covered by the Governmental Unit Deposit Protection Act (GUDPA), N.J.S.A. 17:9-41 et seq.

C. Standard Electronic Funds Transfer Technologies; Internal Controls and Conditions for Use – N.J.A.C. 5:30-9A.4

1. The Board of Education will only initiate and approve electronic funds in accordance with N.J.A.C. 5:30-9A.1 et seq. Standard EFT technologies shall incorporate, at minimum, the following features and safeguards:

a. The ability to designate specific individuals able to initiate disbursements, barring those not authorized to initiate disbursements from doing so.

(1) The Board of Education designates and approves the School Business Administrator/Board Secretary to be responsible to initiate a claim for payment using an EFT method that has been duly approved in accordance with N.J.S.A. 18A:19-1 et seq. and Policy and Regulation 6470.01.

(2) Each claim for payment approved or ratified by the Board shall indicate any payment made using an EFT technology, the type of EFT technology that will or has been utilized in paying the claim, along with a reference that permits tracking.

b. The ability to designate individuals who may authorize disbursement and segregate initiation and authorization functions. Password or other security controls shall be in place to restrict access based on an individual's authorized role.

(1) The School Business Administrator/Board Secretary shall initiate a claim for payment by presenting a claim that has been approved by the Board, to be paid using an EFT technology. The School Business Administrator/Board Secretary shall submit the claim for payment with all supporting documentation to the Superintendent of Schools or a designee who is not under the direct supervision of the School Business Administrator/Board Secretary.

(2) The Superintendent of Schools or a designee who is not under the direct supervision of the School Business Administrator/Board Secretary shall review the claim for payment and authorize, in writing, the EFT claim that was initiated by the School Business Administrator/Board Secretary before the School Business Administrator/Board Secretary pays the claim using an EFT method.

(a) The School Business Administrator/Board Secretary will not pay a claim using an EFT method without written

authorization from the Superintendent of Schools or the designee.

(3) The Board of Education shall annually approve the School Business Administrator/Board Secretary as the person responsible to initiate a claim for payment and the Superintendent of Schools or the designee not under the direct supervision of the School Business Administrator/Board Secretary as the person responsible to review a claim for payment presented by the School Business Administrator/Board Secretary and authorize the School Business Administrator/Board Secretary to make the payment using an EFT method.

(4) The Superintendent of Schools or the designee shall ensure passwords and security codes are in place to restrict access based on an individual's role.

c. The ability to confirm receipt of payment by vendor.

(1) The School Business Administrator/Board Secretary shall receive confirmation from the vendor an EFT payment has been received by the vendor. Documentation supporting receipt of an EFT payment received by a vendor shall be included with the claim's supporting documentation.

d. The ability to bar automatic debits from Board of Education accounts.

(1) The School Business Administrator/Board Secretary shall require all banking institutions approved by the Board of Education prohibit any automatic debits from any Board of Education bank account as each individual disbursement to a vendor must be preceded by instructions submitted to the bank.

e. The ability for appropriate officials to view transaction history, generate activity reports, and conduct supervisory reviews of all transactions.

(1) On no less than a weekly basis, the School Business Administrator/Board Secretary shall prepare an Activity Report on all EFT-based transactions.



(2) All Activity Reports prepared by the School Business Administrator/Board Secretary shall be submitted and reviewed by an employee or non-employee (i.e. school auditor, accountant, Board President, etc.) approved annually by the Board of Education who is not under the direction of the School Business Administrator/Board Secretary and who is not empowered to authorize EFT transactions.

(3) The Activity Report shall include, but not be limited to:

(a) The name of the payee;

(b) The Board approval date approving the payment of the claim;

(c) The fund and account the payment is being paid from;

(d) The technology utilized in each EFT transaction; and

(e) The date of payment.

(4) A copy of all Activity Reports shall be provided to the Board of Education at the first regular monthly Board meeting following any EFT transactions.

(5) All EFT Activity Reports and evidence of the review by the employee or non-employee (i.e. school auditor, accountant, etc.) designated and approved annually by the Board of Education who is not under the direction of the School Business Administrator/Board Secretary and who is not empowered to authorize EFT-based transactions are to be maintained and available for audit by the Board of Education's independent auditor.

(6) The School Business Administrator/Board Secretary or designee shall perform a monthly reconciliation of the reviewed/approved weekly EFT Activity Reports of the EFT transactions appearing on bank statements and in the accounting records (i.e. general ledger, bank reconciliations, list of bills approved by Board, etc.).



(a) Evidence to support the performance of this monthly review must be maintained by the School Business Administrator/Board Secretary and available for audit by the Board of Education's independent auditor.

f. The ability to back-up transaction data and store such data offline.

(1) The School Business Administrator/Board Secretary shall ensure all EFT transaction data is backed-up and stored offline.

(a) However, any ACH file that is in plain text format must not be stored on a Board of Education's local computer past the time the file is transmitted to the bank.

g. Measures to mitigate risk of duplicate payment.

(1) The School Business Administrator/Board Secretary shall ensure an EFT payment is not duplicated by any other means.

(2) More than one EFT payment to the same vendor ratified or approved for payment by the Board of Education will be reviewed by the School Business Administrator/Board Secretary prior to payment to ensure there is no duplicate or multiple payments for the same goods or services.

h. The creation and maintenance of an audit trail, such that transaction history, including demands for payment and payment initiation, authorization, and confirmation, can be independently tracked and detailed through the use of an EDI or functional equivalent.

(1) The Board of Education's EDI or functional equivalent will have the ability to create and maintain the required audit trail.

i. The following cyber security best practice framework shall be followed:

(1) Any system supporting a standard EFT shall:

(a) Be hosted on dedicated servers or in a FedRAMP Moderate Impact Level Authorized Cloud. When using cloud services, the vendor shall check provider credentials and contracts;

(b) Encrypt stored and transmitted financial information and personal identification information;

(c) Maintain only critical personal identification information. Social Security numbers shall not be utilized as identification numbers for system purposes;

(d) Employ a resilient password policy;

(e) Undergo regular and stress testing;

(f) Have regular security updates on all software and devices carried out;

(g) Have back-up plans, information disposal, and disaster recovery procedures created and tested;

(h) Undergo regular security risk assessments for detecting compromises, along with regular monitoring for vulnerabilities, with necessary patches and updates being implemented; and

(i) Develop a Cybersecurity Incident Response Plan.

(2) The managing organization shall:

(a) Check provider credentials and contracts when using cloud services;

(b) Educate staff in good security measures and perform employee background checks; and

(c) Create a computer security incident response team, generally called a CSIRT.



j. Financial institution providers of standard EFT technologies shall provide annual evidence of satisfactory internal control to the School Business Administrator/Board Secretary;

k. ACH payments shall follow rules set forth by the National Automated Clearing House Association (NACHA) or an equivalent successor banking industry standard. In addition, the following safeguards shall be instituted:

(1) All EFTs through the ACH must utilize EDI technology and be subject to an Electronic Funds Transfer and Indemnification Agreement;

(2) A user that can generate an ACH file shall neither have upload rights nor access that permits editing of a vendor routing number or vendor account number;

(3) Each edit to vendor ACH information shall be approved by a separate individual and be logged showing the user editing the data, date stamp, IP address, and the approval of the edit;

(4) Any ACH file that is in plain text format shall not be stored on a local computer past the time transmitted to a bank; and

(5) If supported by the Board of Education's financial institution(s), said entities shall avail themselves of the ability to recall ACH payments via NACHA file.

2. The Board of Education will only utilize standard EFT technologies upon instituting, at a minimum, the following fiscal and operational controls:



a. Policy and Regulation 6470.01 shall be adopted authorizing and governing the use of standard EFT technologies consistent with N.J.A.C. 5:30-9A.1 et seq.;

b. The School Business Administrator/Board Secretary shall ensure that the minimum internal controls set forth in N.J.A.C. 5:30-9A.1 et seq., along with those internal controls set forth in Policy and Regulation 6470.01 are in place and being adhered to;

c. Initiation and authorization roles shall be segregated, and password-restricted.

(1) The School Business Administrator/Board Secretary shall be responsible for initiating all EFTs.

(2) When the School Business Administrator/Board Secretary initiates an EFT, the Superintendent or a designee not under the direct supervision of the School Business Administrator/Board Secretary shall be responsible for authorization of the EFT.

(a) The School Business Administrator/Board Secretary will not pay a claim using an EFT method without written authorization from the Superintendent of Schools or the designee.

(3) The Board of Education may designate and approve a backup officer/staff member in the event the School Business Administrator/Board Secretary or Superintendent or a designee not under the direct supervision of the School Business Administrator/Board Secretary who is approved to authorize the EFT payment is unavailable.

(4) All payment of claims, ordinances, or resolutions enacted pursuant to N.J.S.A. 40A:5-17.b shall, at a minimum, comply with the provisions of N.J.A.C. 5:30-9A.4.

(5) N.J.A.C. 5:30-9A.4 shall not be interpreted to prevent a Board of Education from requiring, authorizing, and approving more than one officer to authorize an EFT.

d. No Board of Education shall disburse funds unless the goods and services are certified as having been provided pursuant to N.J.S.A. 18A:19-1 et seq. and N.J.A.C. 5:30-9A.1 et seq.

e. On no less than a weekly basis, Activity Reports on all transactions utilizing standard EFT technologies shall be reviewed by an individual designated and approved by the Board that is not under the direct supervision of the School Business Administrator/Board Secretary and is not empowered to initiate or authorize EFTs.

(1) Reconciliations shall be performed on a monthly basis.

(2) All Activity Reports generated by the School Business Administrator/Board Secretary shall be monitored by another individual designated and approved by the Board who is not under the supervision of the School Business Administrator/Board Secretary.

f. A user that uploads an ACH file shall check the amounts and recipients against a register displaying ACH payments.

D. Claimant Certification; When Payment Can Be Made Without Claimant Certification - N.J.A.C. 5:30-9A.6

1. Claimant certification for a Board of Education shall be in accordance with the provisions of N.J.S.A. 18A:19-3 and rules promulgated by the New Jersey Department of Education.

E. Automated Clearing House (ACH) Transactions

1. Providers of ACH and wire-transfer services must be financial institutions chartered by a State or Federal agency, with the further requirement that financial institutions providing ACH and wire transfer services be covered under the GUDPA, N.J.S.A. 17:9-41 et seq.

2. ACH payments shall follow rules set forth by the National Automated Clearing House Association (NACHA) or equivalent successor banking industry standard.

3. EFTs through ACH must utilize EDI technology which provides transaction related details including invoice numbers, pay dates, and other identifying information as appropriate for each transaction.

4. The Board of Education must approve an ACH Origination Agreement with the financial institution(s).

5. Users authorized to generate an ACH file shall neither have upload rights nor access permitting editing of a vendor routing number or vender account number.

6. Each edit to vendor ACH information must be approved by a separate individual and be logged showing the user editing the data, date stamp, IP address, and the approval of the edit.

7. Any user uploading an ACH file shall check the amounts and recipients against a register displaying ACH payments.

8. If supported by the financial institution, the Board of Education shall avail itself of the ability to recall ACH payments via NACHA file.

Adopted: 28 April 2021

R 6471 SCHOOL DISTRICT TRAVEL PROCEDURES

A. Approval of Travel Expense Reimbursement

The following procedure shall be implemented for all Board of Education staff members and Board members seeking to receive travel expense reimbursement in accordance with the provisions of N.J.A.C. 6A:23A-7 and Policy 6471:

1. All requests for travel must be submitted to the Superintendent of Schools or designee prior to the requested travel date(s) within the timeframe established by the Superintendent for the request to be considered and for submission of the request to the Board for Board approval.

2. The Superintendent may require travel requests be submitted to a Principal, the School Business Administrator/Board Secretary, and/or the staff member's immediate supervisor for preliminary approval before considering such request for submission to the Board.

3. A travel request will not be approved unless it includes the following information:

   a. Name and dates of event;

   b. A list of Board members and/or employees to attend either by name or title;

   c. Justification of the importance of these individuals attending the event;

   d. Estimated cost associated with travel. (If lodging is shared with others, the fact must be stated);

   e. Copy of agenda or itinerary for travel and subsequent schedule of events;

   f. A brief statement that includes the primary purpose for the travel and the key issues that will be addressed at the event and their relevance to improving instruction or the operation of the school district;

   g. For training events, whether the training is needed for a certification required for continued employment, continuing education requirements, requirements of Federal or State law, or other purpose related to the programs and services currently being delivered or soon to be implemented in the school district, or related to school district operations;

h. Account number and funding source – Federal, State, private or local:

(1) In the case of annual events, total attendance, and cost for previous year.

4. The Superintendent of Schools shall review and may approve or deny each request for travel submitted by a school staff member**.** The Superintendent's signature designating approval is required on each request from school staff members for travel expenses prior to submission to the Board for approval.

a. The School Business Administrator/Board Secretary shall review all requests for school staff member travel either before or after the Superintendent's approval and prior to submission to the Board for Board approval. The School Business Administrator/Board Secretary or designee will determine if the expenses as outlined in the request are in compliance with N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-7, the current State travel payment guidelines established by the Department of the Treasury, and the current guidelines established by the Federal Office of Management and Budget.

b. If the travel request for a school staff member is approved by the Superintendent of Schools and if the requested travel expenses are in compliance with the guidelines outlined above, the travel request will be submitted to the Board of Education for approval.

c. If any travel expenses requested by a school staff member are not in compliance with the guidelines outlined above, the School Business Administrator/Board Secretary will return the request to the Superintendent of Schools.

(1) The Superintendent may deny the request, approve the request conditioned upon the staff member assuming the financial responsibility for those travel expenses that are not in compliance with the guidelines, or may return the request to the school staff member to be revised in accordance with the guidelines outlined above.

5. The Superintendent of Schools and/or the School Business Administrator/Board Secretary shall review each travel request submitted by a Board member**.**

a. The School Business Administrator/Board Secretary shall review all requests for Board member travel prior to submission to the Board for Board approval. The School Business Administrator/Board Secretary or designee will determine if the expenses as outlined in the travel request are in compliance with N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-7, the current State travel payment guidelines established by the Department of the Treasury, and the current guidelines established by the Federal Office of Management and Budget.

b. If the requested travel expenses for a Board member are in compliance with the guidelines outlined above, the travel request will be submitted to the Board of Education for approval.

c. If any travel expenses requested by a Board member are not in compliance with the guidelines outlined above, the School Business Administrator/Board Secretary will return the request to the Board member to be revised in accordance with the guidelines outlined above.

6. All travel requests must be approved by a majority of the full voting membership of the Board at a Board meeting unless prior Board approval is not required in accordance with provisions of N.J.A.C. 6A:23A-7 and Board Policy 6471.

B. Reimbursement of Travel Expenses

All approved travel expenses shall be reimbursed by the Board of Education in accordance with the provisions of N.J.A.C. 6A:23A-7 and Board Policy 6471 implementing the following procedures:

1. The School Business Administrator/Board Secretary or designee shall review all requests for travel expenditure reimbursement submitted for expenses incurred in the course of school district business as to cost and support documentation required by N.J.A.C. 6A:23A-7.

2. The School Business Administrator/Board Secretary shall not approve or issue payment of travel expenditures or reimbursement requests until all required documentation and information has been submitted to support the payment and shall not approve any travel expenditure that when added to already approved travel expenditures would exceed the Board approved maximum travel expenditure amount for the budget year.

3. The School Business Administrator/Board Secretary shall be responsible for the adequacy of documentation of transactions processed by their staff and the retention of that documentation to permit audits of their records.

4. An employee of the Board, a Board member, or organization, shall not receive payment, either partial or full, for travel and travel-related expenses in advance of the travel pursuant to N.J.S.A. 18A:19-1 et seq. The payment of travel and travel-related expenses shall be made personally by a school district employee or Board member and reimbursed at the conclusion of the travel event. This applies to travel related purchases for which a purchase order is not applicable. This provision does not preclude the district from paying the vendor directly with the proper use of a purchase order (e.g., for registration, airline tickets, hotel).

5. All travel expense reimbursement payments to be made to a school staff member or a Board member will be made to the staff member or Board member in accordance with the district's policy regarding payment of claims.

Issued: 15 December 2009

R 6620 PETTY CASH

Each petty cash fund established by Policy No. 6620 shall be administered in accordance with the following rules:

A. Authority

1. The custodian of the fund shall assume direct control of the fund or assign direct control to a responsible school employee under his/her direct supervision. (Hereinafter, "custodian" includes the custodian's designee.)

2. Each deposit and expenditure shall be promptly and accurately recorded.

B. Withdrawal

1. Each person who seeks petty cash funds shall prepare and sign a written request stating the amount requested and the purpose of the funds. The requestor will supply receipts or invoices as appropriate to support the request, and all such documents will be attached to the request.

2. The custodian will prepare a disbursement slip for each expenditure that records the date, amount of the expenditure, purpose of the expenditure briefly stated, and the name of the requestor.

3. The person who receives the funds will acknowledge receipt by signing the disbursement slip. The disbursement slip will be attached to the request for expenditure.

4. Any check drawn on a petty cash fund shall be in the exact amount of the request submitted for reimbursement.

5. No cash shall be released from the petty cash box to any person as a loan or in change for a personal check, but change may be made from the petty cash box on a direct exchange of funds in equal amounts.

6. No single petty cash expenditure may exceed the amount established by Policy No. 6620. No request for funds or supporting receipts will be divided so as to circumvent this rule.

7. At the end of each school day, the custodian will lock the petty cash box and place it in a secure and locked place, preferably fireproof and stationary.

8. The custodian will retain and file each request for funds, with the disbursement slip and supporting documents attached.

C. Reimbursement

1. When the fund is required to be replenished the custodian will complete and file with the Board Secretary a report on the amounts disbursed from the fund during that period.

2. The Board Secretary will prepare a voucher for Board approval in an amount equal to that which was disbursed. All requests for disbursement, supporting documentation, and disbursement slips will be submitted with the request for replenishment.

3. At the end of each school year, the custodian of the fund will return the petty cash box, with remaining petty cash, and the checkbook to the Board Secretary. The custodian will also complete a final report of the fund for audit.

R 6740 RESERVE ACCOUNTS

A. Capital Reserve Account

1. The Board of Education or a Board of School Estimate may, at any time establish by Board resolution a capital reserve account pursuant to N.J.S.A. 18A:21-2 and 3, and 18A:7G-31.

2. Funds in the capital reserve account shall not be used for current expenses, pursuant to N.J.S.A. 18A:22-8.2, and shall only be used:

   a. To implement capital projects in the school district's Long-Range Facilities Plan (LRFP) as required pursuant to N.J.S.A. 18A:7G-4(a) and N.J.S.C. 6A:26-2; and

   b. To augment a capital project funded in whole or part by bond proceeds only when:

      (1) The original referendum question separately listed the amount and portion of local share (or portion of total costs of a project receiving debt service aid) to be funded by capital reserve pursuant to N.J.A.C. 6A:26-7 and 3.12; or

      (2) Voter or Board of School Estimate approval, as appropriate, was received to augment the original approved question by special appropriation in a Type I school district, by separate question at a special election or through the appropriate line items and supporting documentation in the base budget at the annual school election pursuant to N.J.A.C. 6A:26-4.4(a)3iii.

3. The Board of Education may increase the balance in the capital reserve account by:

   a. Appropriating funds in the annual general fund budget certified for taxes to meet the needs of the LRFP that are not met by State support; or

   b. Requesting approval from the Executive County Superintendent, as the Commissioner's designee, to appropriate any excess unreserved general

fund balance as calculated in the supporting documentation of the proposed budget into capital reserve in the proposed budget pursuant to N.J.S.A. 18A:7F-7b only when the Board of Education has:

(1) Formally established a capital reserve account; and

(2) Obtained an approved LRFP in accordance with N.J.A.C. 6A:26-2.

4. The Board of Education at its option, may satisfy the withdrawal approval requirements set forth in 8. Below when funds are deposited into the capital reserve account in the annual budget pursuant to 3.a. and 3.b. above using the designated line item, supporting documentation, and a statement of purpose in the advertised budget. The Board of Education shall include in its statement of purpose:

   a. The amount of the deposit;

   b. A description of the future capital project and purpose; and

   c. A statement that "The amount represents expenditures for construction elements or projects that exceed the facilities efficiency standards determined by the Commissioner as necessary to achieve the Core Curriculum Content Standards."

5. The Board of Education may request express approval of the voters for appropriation of additional amounts into the capital reserve by a separate proposal at budget time, or by a special question at one of the four special elections authorized pursuant to N.J.S.A. 19:60-2. The Board of Education may request approval of a Board of School Estimate, if applicable, for appropriation of additional amounts into capital reserve by a separate proposal at budget time or by special resolution. The amount expressly approved by the voters or Board of School Estimate, as applicable, for deposit into a capital reserve may be from surplus or unrestricted local miscellaneous revenue only if such source is delineated in the question and/or special resolution.

6. The Board shall not deposit into a capital reserve account audited excess undesignated, unreserved general fund balance. The Board of Education shall reserve and designate such funds in the subsequent year's budget pursuant to N.J.A.C. 6A:23A-8.5(b).



7. The Board of Education shall maintain an amount needed to implement the capital projects in a school district's LRFP that are not met by State support.

   a. If the amount in capital reserve exceeds the amount authorized in 7. above, the Board of Education shall withdraw the excess and reserve an designate it in the subsequent year's budget.

   b. The Board of Education shall ensure that all excess amounts in the capital reserve account identified in the annual audit, required pursuant to N.J.S.A. 18A:23-1 and procedures developed by the Commissioner, are reserved and designated in the subsequent year's budget.

8. The Board of Education may withdraw funds from the capital reserve account at any time as follows:

   a. By Board resolution for the transfer of funds to the line items in the capital outlay major account/fund to fund predevelopment or other pre-application costs associated with architects, lawyers, and construction manager for school facilities projects included in the approved LFRP;

      (1) Pursuant to N.J.A.C. 6A:26-4.2(a), a Board that used capital reserve for such costs in a capital project funded in part or in whole by bond proceeds has the option to reimburse the general fund from the capital projects fund after approval of the referendum or resolution;

   b. By Board resolution for the transfer of funds to the line items in the capital outlay major account/fund to fund the local share less any excess costs of a school facilities project as determined in accordance with N.J.A.C. 6A:26-3;

   c. By Board resolution for the transfer of funds to the line items in the capital outlay major account/fund to fund the total costs, less any excess costs, of another capital project, which would otherwise be eligible for State support, as determined in accordance with N.J.A.C. 6A:23-3;

   d. By Board resolution for the transfer of funds to the capital projects fund pursuant to N.J.A.C. 6A:26-4, after receiving voter, Board of School Estimate, or Capital Project Review Board approval, as applicable, of the capital reserve use and specific amount in an approved referendum or resolutions pursuant to N.J.A.C. 6A:26-3.7;

e. By Board resolution after receiving voter, Board of School Estimate, or Capital Project Review Board approval, as applicable, except as authorized in N.J.A.C. 6A:26-3.12©, for the transfer of funds to the line items in the capital outlay major account/fund to fund excess costs of a school facilities project and to fund the total costs for other capital projects that would not otherwise be eligible for State support as determined in accordance with N.J.A.C. 6A:26, Educational Facilities:

(1) Voter, Board of School Estimate, or Capital Project Review Board approval, as appropriate, may be obtained through the original budget certified for taxes, in which the Board shall include a statement of purpose in the advertised budget, or through a Board of School Estimate's special appropriation process, if appropriate.

(2) The Board of Education or Board of School Estimate, as appropriate, shall include in the statement of purpose or special question for the capital project:

(a) The total costs;
(b) The final eligible costs;
(c) The amount requested for withdrawal for excess costs;
(d) A description/purpose of the capital project, or portion thereof, which the excess costs with fund; and
(e) A statement that "The amount represents expenditures for construction elements or projects that exceed the facilities efficiency standards determined by the Commissioner as necessary to achieve the Core Curriculum Content Standards."

(3) If requesting a withdrawal for multiple capital projects, the Board of Education or Board of School Estimate, as appropriate, shall include in the statement of purpose or special question the required information identified in 8.e (1) and (2) above separately for each individual capital project.

(4) The Board of Education or Board of School Estimate, as appropriate, shall ensure that the amount(s) approved by the voters, Board of School Estimate, or Capital Project Review Board, as appropriate, are used exclusively for the purpose or purposes contained in the associated statement or question.

(5) For any approved amounts that remain unexpended or unencumbered at the end of the school year, the Board of Education or Board of School Estimate, as appropriate, shall:

(a) Return such funds to the capital reserve account;
(b) Anticipate such funds as part of the designated general fund balance of the subsequent school year budget; or
(c) Reserve and designate such funds in the second subsequent school year budget;

f. By Board resolution and after receiving Commissioner approval in accordance with N.J.A.C. 6A:26-3.13, and voter, Board of School Estimate, or Capital Pro9ject Review Board approval, as appropriate, pursuant to 3.b. above and N.J.A.C. 6A:23A-14.1, for the transfer of funds to the line items in the capital outlay major account/fund for the purchase of land; or

g. By Board resolution for the transfer of funds to the debt service account for the purpose of offsetting locally funded principal and interest payments for bonded projects that are included in the school district's LRFP.

9. Notwithstanding 8. above, the Board of Education or Board of School Estimate, as appropriate, may at any time, apply to the Commissioner for approval to withdraw funds from its capital reserve account for uses authorized in 2. Above. The Board of Education or Board of School Estimate, as appropriate, may make a withdrawal pursuant to N.J.A.C. 6A:23A-14.1 only upon receipt of written approval of the commissioner. To obtain the Commissioner's approval, the Board of Education shall establish to the satisfaction of the Commissioner that an emergent condition exists necessitating an immediate withdrawal of capital reserve account funds.

10. The Board of Education shall administer and account for the capital reserve account as follows:

a. The Board shall establish and maintain the capital reserve account in accordance with Generally Accepted Accounting Principles (GAAP), and shall be subject to annual audit pursuant to N.J.S.A. 18A:23-1 et seq;

b. If the cost to complete an approved school facilities project not funded in whole or part by school bonds exceeds the local share less excess costs, those costs up to ten percent above the local share less excess costs may be withdrawn from capital reserve funds in accordance with 8.a. above;

c. The Board shall transfer to the capital projects account, and account for separately with the corresponding grant, any funds withdrawn for the local share of a school facilities project that is not using school bonds or loan bonds for all or part of the local share that received a grant pursuant to N.J.S.A. 18A:7G-15. For any unexpended transferred capital reserve funds remaining after completion of such school facilities projects, the Board shall:

(1) Return such funds to the capital reserve account;

(2) Anticipate such funds as part of the designated general fund balance of the subsequent school year's budget; or

(3) Reserve and designate any unexpended transferred capital reserve funds in the second subsequent year's budget for tax relief.

d. Pursuant to N.J.S.A. 18A:21-3, the Board of Education shall increase the capital reserve account by the earnings attributable to the investment of the account's assets and;

(1) Anticipate as miscellaneous income any investment income included in the original annual general fund budget certified to taxes; and

(2) Include any investment earnings in the maximum amount of capital reserve permitted in 7.above.

e. The Board of Education shall establish a separate account in the general fund for bookkeeping purposes only in order to account for increases to and withdrawals from the capital reserve account and its balance. The Board of Education shall record a capital reserve account on the annual audit's general fund balance sheet as follows:

(1) Debit: Capital Reserve Account; and

(2) Credit: Reserve Fund Balance – Capital Reserve Account

1l. Funds in capital reserve accounts in existence prior to July 18, 2000, are subject to the Educational Facilities construction and Financing Act (EFCFA), P.L. 2000, c. 72, and N.J.A.C. 6A:23A-14, and the Board of Education shall only use such funds for the original purpose for which the funds were deposited.

a. If the original purpose is outside the scope of the Board's approved LRFP, the Board of Education shall account for such funds separately in the capital reserve fund and appropriate and funds as revenue for such purposes in the annual budget certified to taxes. The Board of Education shall restore to the capital reserve account for use pursuant to N.J.A.C. 6A:23A-14 any unexpended capital outlay appropriations up to the amount of such capital reserve funds appropriated. Expenditures shall be charged first to unrestricted capital outlay fund sources with capital reserve account appropriations expended last. The Board of Education shall not deposit any additional funds into the capital reserve account pursuant to 3. Through 6. above for such pre-July 18, 2000 purposes.

b. If the original purpose is within the scope of the school district's approved LRFP, the Board of Education shall make withdrawals pursuant to 8. above, except that if voter, Board of School Estimate or Capital Project Review Board, as appropriate, approval of excess costs or another capital project was obtained when the funds were deposited into the capital reserve account, the Board, by such approval, shall be deemed to have satisfied the requirement for approval of excess costs or other capital projects in 8.b. above.

B. Maintenance Reserve Account

1. The Board of Education shall establish, by resolution, a maintenance reserve account to be used to implement required maintenance of the school district's facilities. The Board of Education is prohibited from using such funds for routine or capital maintenance.

2. The Board of Education shall establish and maintain the maintenance reserve account in accordance with GAAP, and such account shall be subject to annual audit pursuant to N.J.S.A. 18A:23-1 et seq.

3. The Board of Education or Board of School Estimate, as appropriate, may increase the balance in the maintenance reserve account by appropriating funds in the annual general fund budget certified to taxes.

4. The Board of Education or Board of School Estimate, as appropriate, may by resolution withdraw such funds from the maintenance reserve account and appropriate into the required maintenance account lines at budget time or any time during the year for use on required maintenance activities for a school facility as reported in the comprehensive maintenance plan pursuant to N.J.A.C. 6A:26A-4.

   a. Funds withdrawn from the maintenance reserve account are restricted to required maintenance appropriations. The Board of Education or Board of School Estimate, as appropriate, shall not transfer such funds to any other line item account.

5. In any year that maintenance reserve account funds are withdrawn, the Board of Education shall restore any unexpended required maintenance appropriations, up to the amount of maintenance reserve account funds withdrawn, to the maintenance reserve account at year-end.

6. The Board of Education shall, by resolution, transfer to the general fund on an annual basis any interest earned on the investments in the maintenance reserve account. Such interest may be transferred on a more frequent basis at the discretion of the Board of Education.

7. The Board of Education shall ensure that the maintenance reserve account balance does not, at any time, exceed four percent of the replacement cost of the school district's facilities for the current year. If the account exceeds this maximum amount at June 30, the Board of Education shall reserve and designate such excess in the subsequent year's budget.

C. Supplementation of Capital Reserve and Maintenance Reserve Accounts

1. The Board of Education or Board of School Estimate, as appropriate, may supplement a capital reserve account through a transfer by Board resolution of any unanticipated revenue and/or unexpended line-item appropriation amounts anticipated at year end, for withdrawal in subsequent school years. Any such transfer resolution shall be adopted by the Board no earlier than June 1 and no later than June 30 of the respective school year.

2. The Board of Education or Board of School Estimate, as appropriate, may supplement a maintenance reserve account through a transfer by Board resolution of any unanticipated revenue and/or unexpended line-item appropriation amounts anticipated at year end, for withdrawal in subsequent school years. Any such transfer resolution shall be adopted by the Board no earlier than June 1 and no later than June 30 of the respective school year.

D. Establishment of Other Reserve Accounts

1. The Board of Education or a Board of School Estimate, as appropriate, may through the adoption of a Board resolution establish the following reserve accounts:

a. Current Expense Emergency Reserve Account.

(1) The funds in the reserve shall be used to finance unanticipated general funds current expense costs required for T&E. For the purpose of the emergency reserve account "unanticipated" shall mean reasonably unforeseeable and shall not include additional cost caused by poor planning or error.

(2) The account shall not exceed $250,000 or one percent of the school district's general fund budget as certified for taxes up to a maximum of $1,000,000, whichever is greater.

(3) The Board of Education may appropriate funds to establish or supplement the reserve in the school district's annual budget or through a transfer by Board resolution of any unanticipated revenue and/or unexpended line-item appropriation amounts anticipated at year end. Any such transfer resolution shall be adopted by the Board no earlier than June 1 and no later than June 30 of the respective school year.

(4) Withdrawals from the reserve shall require the approval of the Commissioner unless the withdrawal is necessary to meet an increase in total health care costs in excess of four percent, for which the district did not receive an automatic adjustment for health care costs pursuant to N.J.A.C. 6A:23A-11.4. Total health care costs incl.ude medical insurance and prescription drug insurance costs.

b. Debt service reserve account in the debt service fund for proceeds from the sale of school district property. For the purposes of the debt service reserve account 'property" shall mean land, buildings, and other property that was incidental to the sale of land or a building. The funds in the reserve shall be used by the district first to reduce the outstanding principal amount at the earliest call date or to annually reduce the debt service principal payments. The funds may be used for any outstanding debt obligation or debt obligations of the school district. The reserve shall be liquidated within the lesser of five years from its inception or the remaining term on the obligations. Any remaining balance shall be used for tax relief.

c. Tuition adjustment reserve account in the general fund for up to ten percent of the estimated tuition cost in the contract year for an anticipated tuition adjustment in the third year following the contract year. In such case, the Board of Education shall:

(1) Establish the tuition adjustment reserve account at June 30 by Board resolution;

(2) Make full appropriation of the reserve for the tuition adjustment in the third year following the contract year;

(3) Exclude from the cap calculation the budgeted fund balance and appropriation of the tuition adjustment reserve in the third year following the contract year for such tuition adjustments; and

(4) Transfer to the general fund, by Board resolution, any interest earned on the investments in a tuition adjustment reserve account on an annual basis. Such transfer may be made on a more frequent basis at the discretion of the Board of Education.

E. Reserve Accounts Recorded in Accordance with GAAP

1. All reserve accounts shall be recorded in accordance with GAAP and subject to annual audit. Any capital gains or interest earned shall become part of the reserve account. A separate bank account is not required; however, a separate identity for each reserve account shall be maintained.

Adopted: 20 July 2010
Revised: 14 September 2010

R 6810 FINANCIAL OBJECTIVES

The Board of Education recognizes its responsibility to the taxpayers of the district to be sure that public moneys expended by the school district are utilized for the furtherance of student education in a manner that will ensure full value to the taxpayers, and that adequate constraints and records are established to ensure that end.

The Board by law holds the authority to fix the budget, approve bids and pass upon each expenditure of the district.

To meet the goals of this policy, the Board requires the School Business Administrator/Board Secretary to:

1. Establish sound accounting procedures.

2. Institute effective business practices.

3. Recommend suitable office technology and equipment where necessary.

4. Review the financial operations annually and report to the Board on effectiveness and recommended improvements.

N.J.S.A. 18A:18A-1 et seq.; 19-1 et seq.; 22-1 et seq.

Issued: 15 December 2009

R 7100 LONG-RANGE FACILITIES PLANNING

A. Responsibilities of the School District – N.J.A.C. 6A:26-2.1

1. The school district shall amend its Long Range Facilities Plan (LRFP) at least once every five (5) years following the approval of the 2005 LRFP on software made available by the new Jersey Department of Education (NJDOE) and in accordance with the instructions for completing the software.

2. The LRFP shall detail the schools district's school facilities, other facilities, temporary facilities, and the school district's plan for meeting school facilities needs during the ensuing five (5) years.

B. Completion of Long Range Facilities Plans – N.J.A.C. 6A:26-2.2

1. Each LRFP shall include:

a. Enrollment projections for the school district for the five (5) years covered by the plan in accordance with the requirements of N.J.A.C., 6A:26-2.2(a)1:

b. The functional capacity of every school facility in the school district in accordance with N.J.A.C. 6A:26-2.2(a)2;

c. An inventory of every school facility, other facility and temporary facility in the school district in accordance with N.J.A.C. 6A:26-2.2(a)3;

d. An inventory of all school district-owned land in accordance with N.J.A.C. 6A:26-2.2(a)4;

e. A listing of the approximate size and nature of any new sites that may be needed for school facilities projects set forth in the LRFP in accordance with N.J.A.C. 6A:26-2.2(a)5;

f. An inventory of all building systems within each facility in accordance with N.J.A.C. 6A:26-2.2(a)6;

g. A determination of the life expectancy of all building systems;

h. A determination of any building system deficiencies in each school facility and the required remediation;

i. The school district's proposed school facilities projects, other capital projects, and preliminary scopes of work in accordance with N.J.A.C.6A:26-2.2(a)9 and N.J.S.A. 18A:7G-5(m);

j. The school district's proposed programmatic models for school facility types and capacities the school district intends to operate in the ensuing five (5) years;

k. A comparison of the school district's proposed programmatic models with the facilities efficiency standards and identification of all types of spaces, sizes of spaces and number of spaces inconsistent with those standards in accordance with N.J.A.C. 6A:26-2.2(a)11;

l. A comparison of the school district's programmatic models with the existing inventory and how the school district proposes to convert the existing inventory to programmatic models;

m. The school district's proposed plans for new construction and renovation of other facilities in the five years ensuing in accordance with N.J.A.C. 6A:26-2.2(a)13;

n. For each school facility set forth in the LRFP for which the school district is seeking approval of additional space or waiver of a facility efficiency standard to be approved as part of the LRFP, the school district shall submit documentation supporting the request in accordance with N.J.A.C. 6A:26-2.3(c);

o. For each school facility to be replaced, a preliminary comparison of the cost of replacement of the school facility verses the cost to rehabilitate the school facility;

p. Preliminary data to support each proposed new school facility or addition, renovation to an existing school facility, and the removal from the school district's inventory of school facilities for each school facility to be sold, converted to non-school facility use, or razed;

q. A preliminary estimate of the cost of every school facilities project set forth in the LRFP; and



r. The Board resolution approving submission of the LRFP.

2. Each LRFP shall include a determination by the school district of the number of unhoused students for the ensuing five-year period calculated in accordance with N.J.A.C. 6A:26-2.2(b)1.

3. Approved area for unhoused students shall be determined according to the formula as outlined in N.J.A.C. 6A:26-2.2(c).

4. Superintendents in Early Childhood Program Aid (ECPA) districts are strongly encouraged to meet and collaborate with community childhood education providers to meet the needs of unhoused students in the LFP in accordance with N.J.A.C. 6A:26-2.2(d).

5. The school district shall incorporate the facilities efficiency standards in the LRFP and seek any necessary waiver or special Commissioner approval in accordance with N.J.A.C. 6A:26-2.2(e)1 and 2.

C. LRFP Submission Procedure – N.J.A.C. 6A:26-2.1

1. Except as provided in N.J.A.C. 6A:26-3.14, no school facilities project shall be considered or approved unless the school district's LRFP has been submitted to the NJDOE and approved by the Commissioner.

2. The school district shall submit its LRFP to the planning board(s) of the municipality(ies) in which the school district is situated, no later than the date the school district submits the LRFP to the Commissioner. No LRFP shall be considered complete until comments have been received from the planning board(s) or until forty-five (45) days have passed from the planning boards' receipt of the LRFP in accordance with N.J.A.C. 6A:26-2.3(c).

3. In accordance with the provisions of N.J.A.C. 6A:26-2.1(d), a school district sending students to another school district pursuant to N.J.S.A. 18A:38-8 et seq. shall expeditiously provide all information necessary for the receiving school district to complete its LRFP, including but not limited to, demographic information necessary to prepare enrollment projections. Both sending and receiving school districts must submit a LRFP. If a send-receive relationship is terminated pursuant to N.J.S.A. 18A:38-21, both the sending and receiving school districts shall promptly submit an amended LRFP.

4. An amended LRFP must be submitted to the NJDOE, in accordance with the provisions of N.J.A.C. 6A:26-2.1(e), if one or more school districts withdraw from a regional school district or a regional school district dissolves.

5. At any time, a school district may submit an amendment to an approved LRFP for review and approval by the Commissioner.

6. A school district's approved LRFP shall remain in effect until an amended LRFP is approved.

D. Review and Approval of Long-Range Facilities Plan - N.J.A.C. 6A:26-2.3

1. Within ninety days of receipt of a LRFP from a school district that has not previously submitted a LRFP, the Division of Administration and Finance (Division) shall determine where the plan is fully and accurately complete and whether all information necessary to review the plan has been filed by the school district.

   a. When a LRFP is determined to be complete, the Division shall notify the school district in writing that the plan is deemed complete.

   b. When a LRFP is determined to be incomplete, the Division shall notify the school district in writing and require the submission of additional information as detailed in the notification. Only after the Division determines all requested information has been submitted and the information is accurate shall it determine a plan to be complete.

2. Within sixty days of the date of notification that the plan is complete, the Commissioner shall notify the school district of the final determination of the LRFP. A final determination shall set forth information as outlined in N.J.A.C. 6A:26-2.3(b)

3. A school district shall amend its approved LRFP whenever it seeks to undertake a capital project that is inconsistent with the approved LRFP in effect. The amendment request shall be accompanied by a Board of Education resolution approving the submission of the LRFP amendment and shall be in accordance with the requirements of N.J.A.C. 6A:26-2.3(c)1 through 4.

4. The Commissioner may extend the deadline for reviewing each LRFP if at any time the number of LRFPs pending before the Commissioner for review exceeds

twenty (20%) percent of the total number of operating school districts in the State pursuant to N.J.A.C. 6A:26-2.3(d).

5. A school district that has an approved LRFP may begin undertaking feasibility studies for new construction identified in accordance with N.J.A.C.6A:26-2.3(b)6. For school districts required to use the New Jersey Schools Development Authority (Development Authority), the activities also shall be undertaken under the auspices of the Development Authority and in accordance with N.J.S.A. 18A:7G-5 and N.J.A.C. 6A:26-2 et seq.

Issued: 2 February 2010
Revised: 27 February 2018

R 7101 EDUCATIONAL ADEQUACY OF CAPITAL PROJECTS

Capital projects that affect any of the following criteria for educational adequacy must be reviewed and approved by the Division of Administration and Finance (Division). The criteria are the number, configuration, size, location or use of educational spaces within a school facility. The review for educational adequacy shall will take into consideration the suitability of the number, configuration, size, location, and use of educational spaces; built-in furniture and equipment; and provisions for the disabled.

A. Projects Requiring Approval for Educational Adequacy - N.J.A.C. 6A:26-5.1

1. Capital projects that involve the following types of building construction work shall be approved for educational adequacy:

   a. New school facilities including pre-fabricated facilities;

   b. Additions to existing school facilities;

   c. Alterations to the total number, dimension in volume and/or area, configuration or location of educational spaces or the number of any one kind of educational space; and

   d. Installation of temporary facilities.

B. New Jersey Schools Development Authority (Development Authority), Regular Operating District (ROD), and Other Capital Projects

1. Both Development Authority and ROD School facilities projects, along with other capital projects, shall be subject to educational adequacy reviews. The review process and types of documents subject to review with differ depending on whether the project is a school facilities project or other capital project, and if a school facilities project, on whether it is a Development Authority project or a ROD project.

   a. For a Development Authority school facilities project, the Development Authority on behalf of the school district shall apply for the review and approval for educational adequacy in conjunction with the application for approval of a school facilities project pursuant to N.J.A.C. 6A:26-3.

      The application shall be made prior to the review and approval of capital projects for compliance with the Uniform Construction Code (UCC),

N.J.A.C. 5:23, by the Division of Codes and Standards in the Department of Community Affairs, and prior to local share authorization. The educational adequacy review shall cover the following types of project documents: educational specifications; schematic plans and related documents; detailed plans and specifications; and final plans and specifications. The educational specifications, schematic plans, and related documents shall be submitted by the Development Authority on behalf of the school district at the time of project application. Detailed and final plans and specifications shall be forwarded to the Division by the Development Authority after project approval, but prior to the Division determination of final eligible costs and Department of Community Affairs review for UCC compliance.

b. For a ROD school facilities project, school districts shall apply for the review and approval for education adequacy in conjunction with the application for approval of a school facilities project. The educational adequacy review shall cover the following types of documents; educational specifications, schematic plans and related documents, and final plans and specifications. The educational specifications, schematic plans, and related documents shall be submitted by the school district at the time of project application. Final plans and specifications shall be submitted by the school district after project approval, but prior to the UCC-compliance review.

c. For any other capital project, school districts shall apply for the review and approval for educational adequacy in conjunction with the application for the Division review LRFP. The educational adequacy review shall cover educational specifications, schematic plans, and related documents, and final plans and specifications. The educational specifications, schematic plans and related documents shall be submitted by the school district at the time the project is reviewed for consistency with the school district's approved LRFP. Final plans and specifications shall be submitted by the school district after the consistency review, but prior to the UCC-compliance review.

C. Change of Use of Instructional Space, Non-Capital Project – N.J.A.C. 6A:26-5.1(c)

1. The Executive County Superintendent shall approve any change of use of instructional space that is not a capital project.

D. Educational Specifications - ~~(~~N.J.A.C. 6A:26-5.2~~)~~

1. Submissions of educational specifications for educational adequacy reviews shall include the following:

   a. Details of the educational program activities and requirements for each space proposed in the capital project, and shall refer to the New Jersey Student Learning Standards wherever appropriate.

   b. An itemized list of furniture, equipment, and support spaces required to conduct the educational program specified for each space, together with their net areas in square feet, as well as the net of the total room area required for each space;

   c. Specific technical and environmental criteria, adjacencies and other requirements for the educational program; and

   d. A building space program that indicates the number and net area in square feet of each instructional, specialized instructional, administrative and support space in each existing or proposed building included in the capital project and/or the temporary facility.

E. Schematic Plans and Other Related Project Documents (N.J.A.C. 6A:26-5.3)

1. Submissions of schematic plans for educational adequacy reviews shall include the following:

   a. Four sets of schematic plans showing the entire existing and proposed building drawn to a scale of not less than 1/16 inch per foot. The approved use of each space, the proposed number of occupants, and the net square feet area shall be clearly labeled on all existing and proposed spaces;

   b. Layouts of the built-in and moveable furniture and equipment for examples of all occupied spaces drawn to a scale of not less than 1/8 inch per foot;

   c. Information required to demonstrate compliance with the Facility Planning Standards of N.J.A.C. 6A:26-6, including dimensions, clearances, ceiling heights, and required equipment;

d. Paths of travel for disabled persons;

e. A completed plot plan when work site is required, including the intended location of the school and a layout of the locations of all other structures, multi-purpose physical education fields, playgrounds, walkways, roadways, access roads, buffer and set back zones, parking areas, deed restrictions, easements, protective covenants, right of ways, and environmentally sensitive areas. If the land for the site is being acquired, an application also shall be submitted for approval under N.J.A.C. 6A:26-7.1; and

f. The signature and seal of a New Jersey licensed architect or professional engineer, if there is an architect or engineer engaged for the project, and signatures of the President of the Board of Education and the Superintendent. In the case of Development Authority school facilities projects, schematic plans shall also be signed by the Development Authority, pursuant to N.J.S.A. 59:4-6**.**

2. Other project documents to be submitted with the schematic plans shall include:

a. A project cost estimate on a form provided by the Commissioner;

b. A project schedule;

c. A copy of the dated transmittal letter to the Executive County Superintendent indicating project document submission to the Division; and;

d. A copy of the transmittal letter indicating the date of plan submission to the local planning board, where required by N.J.S.A. 40:55-D-31 and N.J.S.A. 18A:18A-16, including, but not limited to, whenever the project consists of a new building, the conversion of an existing building to school use, or the building footprint, volume, pedestrian, or vehicular access are altered by the project.

F. Detailed Plans and Specifications and Final Plans and Specifications ~~-(~~N.J.A.C. 6A:26-5.4~~)~~

1. In the case of a Development Authority school facilities project, the Development Authority on behalf of the school district shall apply upon completion of detailed plans and specifications for final approval of the project's educational adequacy.

Detailed plans and specifications shall be considered adequate for calculations of final eligible costs if the plans and specifications are at least sixty (60) percent complete. Final approval of the educational adequacy of the project shall occur prior to the calculation of the final eligible costs of the school facilities project pursuant to N.J.A.C. 6A:26-3.5. The application for final approval shall include:

a. Four individually packaged sets of detailed plans, drawn to a scale of not less than 1/8 inch per foot, signed and sealed by a New Jersey licensed architect or professional engineer and signed by the President of the Board of Education, Superintendent and the Development Authority, and specifications to sufficiently demonstrate the school facilities project conforms to schematic plans approved by the Division. To demonstrate such conformance, the submission shall include architectural floor plans, an architectural site plan, as applicable, and architectural drawings that will allow verification of ceiling heights and other applicable standards in N.J.A.C. 6A:26.6.3. If the Division determines the documents are not sufficient to demonstrate conformity with the schematic plans, it may request additional drawings and/or technical specifications;

b. The fee calculated according to the fee schedule pursuant to N.J.A.C. 6A:26-5.5; and

c. In the event there is a change affecting the number, configuration, size, location or use of educational spaces as set forth in the detailed plans and specifications submitted to the New Jersey Department of Education, the Development Authority shall submit to the Division the application with two sets of final plans and specifications, as set forth in subparagraph 2.a. below and no additional fee will be imposed.

2. In the case of a ROD school facilities project or another capital project, the school district shall apply upon the completion of final plans and specifications for final approval of the educational adequacy of the project. The application shall include:

a. Two sets of detailed plans, drawn to a scale of not less than 1/8 inch per foot, signed and sealed by a New Jersey registered architect or licensed engineer and signed by the President of the local Board and four individually packaged sets of detailed plans, drawn to a scale of not less than 1/8 inch per foot, signed and sealed by a New Jersey licensed architect or professional engineer and signed by the President of the Board of Education and Superintendent, and specifications to sufficiently

demonstrate the capital project conforms to schematic plans approved by the Division as described in F.1.a above;

b. A properly executed copy of a "Request for Local Release of School Construction Plans" for a district that chooses to have a municipal code enforcing agency review of its plans for conformance with the UCC. The review shall include the documentation required by the UCC in accordance with N.J.A.C. 5:23-2.15, for the requirements for application for a construction permit or for plan review, as appropriate. The Superintendent and municipal code enforcing agency chief shall sign the for, which may be obtained from the Division; and

c. A check, payable to the "Treasurer, State of New Jersey," for the fee calculated according to the fee schedule pursuant to N.J.A.C. 6A:26-5.5.

3. In the case of a temporary facility, the school district or the Development Authority on behalf of the school district for Development Authority school facilities projects, shall apply to the Division upon the completion of detailed plans and educational specifications for approval of the temporary facility's adequacy. Detailed plans and educational specifications shall be considered adequate for calculations of eligible costs if the plans and educational specifications are at least sixty (60) percent complete unless otherwise provided in N.JA.C. 6A:26-5.4. The application shall include items in accordance with N.J.A.C. 6A:26-5.4(c) as outlined below:

a. Four (4) sets of detailed plans, drawn to a scale of not less than 1/8 inch per foot, signed and sealed by a New Jersey registered architect or licensed engineer and signed by the President of the Board of Education and Superintendent, as well as the Development Authority in the case of a temporary facility that is part of a Development Authority school facilities project, and educational specifications to sufficiently demonstrate the educational adequacy of the temporary facility and compliance with the temporary facility standards at N.J.A.C. 6A:26-8;

b. A completed plot plan whenever site work is required for the temporary facility. On it shall be shown the intended location of the temporary facility and a layout of all other structures, play and recreation areas, athletic fields, walkways, roadways, access roads, buffer and set-back zones, and parking areas. It also clearly shall indicate the impact that placement of the temporary facility will have on the site of the permanent school facility;



c. A copy of the dated transmittal letter to the Executive County Superintendent indicating plan submission to the Division:

d. A copy of the transmittal letter indicating the date of plan submission to the local planning board, whenever required by N.J.S.A. 40:55D-31 and N.J.S.A. 18A:18A-16;

e. A temporary facility schedule addressing the relationship to the school facilities project schedule, in the event that the temporary facility is part of a school facilities project;

f. The fee calculated according to the fee schedule pursuant to N.J.A.C. 6A:26-5.5. If the temporary facility is not part of a Development Authority school facilities project, payment shall be in the form of a check, payable to the "Treasurer, State of New Jersey";

   (1) If the fee for the temporary facility is submitted to the Division prior to the submission of the fee for the final educational adequacy review for the school facilities project, the amount paid for the temporary facility will be credited toward the fee for the school facilities project;

g. If the temporary facility is not part of a Development Authority school facilities project, a properly executed copy of a Request for Local Release of School Construction Plans for a school district that chooses to have a municipal code enforcing agency review its plans for conformance with the UCC. Such review shall require the documentation required by the UCC, N.J.A.C. 5:23-2.15, for the requirements for application for a construction permit or for plan review, as appropriate. The Superintendent and municipal code enforcing agency chief shall sign the form, which may be obtained from the Division; and

h. If the temporary facility was previously used for school purposes and a certificate of occupancy for District Factor Group E is in effect and no change of use is required, a floor plan with proposed occupancy in lieu of signed and sealed plans shall be submitted to the Division to meet the requirements of N.J.A.C. 6A:25-5.4.



G. Fee schedule—N.J.A.C. 6A:26-5.5

The Division will collect fees for ~~its~~ reviews of detailed/final plans and specifications for educational adequacy I the case of Development Authority school facilities projects and for its reviews of final plans and specifications for educational adequacy I ROD school facilities projects and other capital projects in accordance with the fee schedule outlined in N.J.A.C. 6A:26-5.5.

H. Capital Projects Not Subject to Educational Adequacy Review – N.J.A.C. 6A:26-5.6

1. For a Development Authority school facilities project not subject to educational adequacy review, the Division shall issue a preliminary project report and shall forward to the Department of Community Affairs for review and report along with drawings or narrative sufficient to delineate the scope of work, so the Department of Community Affairs may review construction documents for UC conformance. The review shall require the documentation required by the UCC in application for a construction permit or for plan review, as appropriate.

2. For a ROD school facilities project or other capital project not subject to educational adequacy review, the Division shall make a determination of the project's final eligible costs and shall forward to the Department of Community Affairs for review the determination along with drawings or narrative sufficient to delineate the scope of work, so the Department of Community Affairs may review construction documents for UCC conformance. The review shall include the documentation required by the UCC in accordance with N.J.A.C. 5:23-2.15, for the requirements for a construction-permit or plan-review application, as appropriate. If the school district has submitted to the Division a properly executed copy of a "Request for Local Release of School Construction Plans," pursuant to N.J.A.C. 6A:26-5.4(b)2, the Division shall forward the release form to the Department of Community Affairs for its action.

Issued: 2 February 2010
Revised: 27 February 2018

R 7102 SITE SELECTION AND ACQUISITION

The school district may need to select and acquire new sites for school district facilities. Site acquisition for school purposes and every acquisition of land will be made pursuant to N.J.A.C. 6A:26-3.12 and N.J.A.C. 6A:26-7.1 through 7.3.

A. Acquisition of Land by School Districts – N.J.A.C. 6A:26-3.12

Every acquisition of land, whether by purchase, condemnation, or by gift or grant, to be used as a school site shall comply with N.J.A.C. 6A:26-7 and receive approval.

B. Approval of the Acquisition of Land – N.J.A.C. 6A:26-7.1

1. Voter Approval – N.J.A.C. 6A:26-7.1(a)

The school district may obtain voter approval for funding of land acquisition prior to the Division of Administration and Finance (Division) approval of the land acquisition. The school district shall not take any action to acquire the land prior to obtaining Division approval.

2. Submission to the Division of Administration and Finance – N.J.A.C. 6A:26-7.1(b)

The school district, or the New Jersey Schools Development Authority (Development Authority) on behalf of the district, shall submit to the Division the following information to obtain approval under B.1. above for land in connection with a school facilities project. The following requirements do not address requirements of other State agencies having approval or permitting jurisdiction over land acquisition:

a. The following information shall be provided by the school district:

(1) A written request that shall include a statement, signed by the Board President and the Superintendent, indicating the immediate and ultimate proposed uses of the site, in terms of building use, grade organization, and potential maximum enrollment, and whether the land is, or will be, part of a school facilities project indicated in the district's LRFP.

(2) A map of the school district showing the location of the land, the location of existing schools in the school district, the attendance area to be served by the school, and the number of students who reside within the attendance area;

(3) Data regarding the impact of the acquisition upon racial balance within the school district's public schools;

(4) A full, detailed appraisal of the market value of the property prepared by a licensed professional;

(5) A title report on the property produced by any reputable title insurer licensed in the Stare of New Jersey evidencing that title is good and marketable;

(6) A feasibility study evidencing that school district-owned land within the attendance area to be served by the school is not available, suitable or sufficient to be used for school purposes, but only if the school district is required to use the Development Authority and seeking approval for a new acquisition of land and not merely a new use for already school district-owned land; and

(7) For a school district required to use the Development Authority and seeking approval for the acquisition of land, evidence that the school district has not indemnified the seller of the land for the costs arising from the environmental remediation required for the property to be used for school purposes; acquired the land under terms and conditions that would invalidate the statutory immunity of the school district from liability for the remediation costs associated with pre-existing contamination, whether discovered pre-closing or post-acquisition, under the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq.

(b) The following information shall generally be provided by the licensed architect, professional engineer, or professional planner in accordance with N.J.A.C. 6A:26-7.1(b)(2):

(1) A statement from the licensed architect, professional engineer, or professional planner indicating whether the land is subject to regulation under the Coastal Wetlands Act – N.J.S.A. 13:9A-1 et seq.; the Freshwater Wetlands Act – N.J.S.A. 13:9B-1 et seq.; the Pinelands Protection Act – N.J.S.A. 13:18A-1 et seq.; the Waterfront Development Act – N.J.S.A. 12:5-3; the Green Acres Acts – N.J.S.A. 13:8A-1 et seq., N.J.S.A. 13:8A-19 et seq., N.J.S.A. 13:8A-35 et seq., and N.J.S.A. 13:8C-1 et seq.; or other statutes, regulations or executive orders administered by agencies of State or Federal government;

(a) If so subject, the statement shall address the steps necessary to obtain approval from the agencies, and include adequate documentation to demonstrate to the Division the approvals will be obtained and not affect the educational adequacy of the site, as set forth in B.4. and B.5. below.

(2) A statement from a New Jersey licensed architect, professional engineer, or professional planner indicating whether the proposed use of the land to be acquired is consistent with the goals and strategies of the New Jersey State Department and Redevelopment Plan (State Plan). If inconsistent with such goals and strategies, the statement shall include adequate documentation to demonstrate to the Division there are no alternative suitable sites available in the school district that are consistent with the State Plan's goals and strategies;

(3) A statement from the New Jersey licensed architect, professional engineer, or professional planner indicating the land to be acquired is suitable for the proposed use;

(4) A completed, signed, and sealed plot plan of the land to be acquired showing topographical and contour lines; adjacent properties indicating current land use; access roads; deed restrictions; easements; protective covenants; right of ways; and environmentally sensitive areas such as waterways and wetlands. The acreage and dimensions of the tract proposed for acquisition shall be included as per the application of the standards for minimum acceptable school site sizes in B.4. below;

(5) If existing buildings or structures are located on the land to be acquired, the intended user, and/or disposition of these buildings. Any building to be acquired and used shall comply with the requirements of the Uniform Construction Code (UCC) for educational occupancy and N.J.A.C. 6A:26-5 that apply to the construction of a new building;

(6) Adequate documentation to demonstrate to the Division that soil conditions for structural integrity and drainage have been examined by the New Jersey licensed architect or professional engineer; and

(7) Adequate documentation to demonstrate to the Division that soil and groundwater conditions have been examined by a New Jersey licensed architect or professional engineer for suitability for septic systems, if applicable.

(c) The following shall be submitted by the school district in accordance with N.J.A.C. 6A:26-7.1(b)3:

(1) A statement from a local or regional water purveyor or alternatively, a statement from a geologist or professional engineer if the source of water is groundwater, certifying that:

(a) The land can be adequately provided with the necessary water for the proposed maximum enrollment, and if the source of water is groundwater, that there will be sufficient groundwater available for the proposed maximum enrollment; and

(b) Potable water infrastructure is, or is not, in place to service the site.

(2) A statement from a local or county sewerage agency certifying that:

(a) The land can be adequately provided with the necessary and acceptable sewage disposal system for the proposed maximum enrollment, as evidenced, for example, by consistency with the locally approved wastewater management plan; and

(b) Sewer infrastructure is, or is not, in place to service the site. If such infrastructure is not in place, adequate documentation from a professional engineer or licensed geologist to demonstrate that soil and groundwater conditions are suitable for a septic system or discharge to groundwater.

(3) Recommendations from the New Jersey Department of Environmental Protection (NJDEP) that there are no substantial reasons why the land acquisition should not proceed within forty-five (45) days of its receipt of an environmental site report submitted by the school district or the Development Authority on behalf of the school district addressing the items below, or evidence that forty-five (45) days have passed since the NJDEP's receipt of the environmental site report, whichever is earlier:

(a) A sewer service consistency determination;

(b) Potable water supply;

(c) Coastal and freshwater wetlands;

(d) Green Acres land;

(e) Stream encroachment;

(f) Historical or archeological resources;

(g) Endangered plant species;

(h) Threatened or endangered animal species; and

(i) An environmental site assessment to determine whether there is potential contamination on the land, submitted on a form provided by the New Jersey Department of Education (NJDOE).

d. The following shall be submitted by the school district in accordance with N.J.A.C. 6A:26-7.1(b)4

(1) Recommendations of the planning board or the municipality in which the land is situated, and that has been approved master plan as required by N.J.S.A. 40:55D-31 and N.J.S.A. 18A:18A-16, or evidence that the applicable forty-five (45) days have passed, whichever is earlier, from the planning board's receipt of the land acquisition application. The recommendations shall be sent to the Division of Administration and Finance, Office of School Facilities, PO Box 500, Trenton, NJ 08625-0500, and forwarded promptly to the Division at the above address if received by the school district or its architect;

(2) The recommendation of the Executive County Superintendent based on the requirement specified in N.J.A.C. 6A:26-7; and

(3) Prior approvals of other agencies, such as the New Jersey Department of Agriculture, NJDEP, and the Pineland Commission, where such approval is reasonable obtainable prior to acquisition.

3. Land Acquisition for Non-School Facility Project – N.J.A.C. 66A:26-7.1(c)

a. A school district that intends to acquire land not in connection with a school facilities project shall submit all of the information required under N.J.A.C. 6A:26-7.1(b) except N.J.A.C. 6A:26-7.1(b)1.ii and N.J.A.C. 6A:26-7.1(d) and N.J.A.C. 6A:26-7.1€. If the school district later intends to change the use of the land and use as a school site, the school district shall be required to submit all of the information required under N.J.A.C. 6A:26-7.1 and the aforementioned exceptions shall no longer apply.

4. School Site Size – N.J.A.C. 6A:26-7.1(d)

School site sizes shall be directly related to the acreage required for the structures and activities to be situated thereon. Except where specifically noted for multiple or shared use, the acreage shall be considered for single use.

5. School Site Size Requirements – N.J.A.C. 6A:26-7.1(e)

All school sites require sufficient acreage for the following:

a. The placement of the school facility;

b. Expansion of the building to its maximum potential enrollment;

c. The placement of all other structures such as greenhouses, storage buildings, school bus maintenance buildings or garages, and any other above or below ground structure, which is to be placed thereon;

d. Multi-purpose physical education and, for preschool through grade five school facilities, a playground required to support the achievement of the New Jersey Student Learning Standards as defined by the number of physical education teaching stations applicable to the school facility pursuant to the facilities efficiency standards and the approved programmatic model;

e. Disabled-accessible pedestrian walkways, roadways, and parking areas on which people and vehicles access the building;

f. Public and service access roads onto the site including, where warranted, a one-way school bus road of thirty foot width and a two-way road of thirty-six foot width; a school bus drop-off area; and eighteen foot wide posted fire lanes for fire apparatus; and

g. A thirty-foot wide access around the entire building.

6. Land owned by the Board of Education that does not meet the standards of N.J.A.C. 6A:26-7.1 may be supplemented by adjacent municipally owned land if it is formally leased on a long-term basis to the Board for exclusive use during school hours and there are no deed restrictions that prohibit school district use.

7. The Division shall remain effective for three (3) years, after which time Division approval shall again be required to be obtained prior to acquiring land.

C. Approval of the Acquisition of Land in Certain School Districts Under the Development Authority's Auspices – N.J.A.C. 6A:26-7.2

1. The Development Authority may acquire land on behalf of a school district eligible for one hundred percent State support of final eligible costs for school facilities projects that are consistent with the school district's approved LRFP. For such school districts, the NJDOE shall require submission of all information set forth in N.J.A.C. 6A:26-7.1(b) to demonstrate compliance with N.J.A.C. 6A:26-7.l. The development Authority may submit the required information on behalf of such school districts.

D. Approval for the Acquisition of Existing Facilities – N.J.A.C. 6A:26-7.3

1. The Board planning to acquire an existing facility through purchase, gift, lease, or otherwise shall comply with all procedures and rules pertaining to the appropriation and use of capital funds as required by N.J.S.A. 18A:20-4 and 4.2. The school district shall also have the facility approved in accordance with N.J.A.C. 6A:26-3, which applies to the acquisition of a school site and for the construction of a new facility.

2. Facilities to be procured for temporary use shall comply with N.J.A.C. 6A:26-8 if subject to educational-adequacy review pursuant to N.J.A.C. 6A:26-5.4(c) because the facilities will house students.

Issued: 27 February 2018

R 7230 GIFTS, GRANTS, AND DONATIONS

A. Definitions

1. "Gift" means a donation of any property, real or personal, including cash, to the school district, to any individual school or class, or to any school program.

2. "Donor" means any individual or organization that offers a gift.

B. Gift Proposals

1. A gift proposal may be made to a Principal or administrator. When a gift is proposed to any staff member, the donor shall be referred to the Principal or administrator.

2. The Principal or administrator shall prepare and submit to the Superintendent a property donation form for any gift that cannot be accepted directly in accordance with C1. The form will include:

   a. The name and address of the donor;

   b. A description of the proposed gift;

   c. The class, school, and/or program to which the donation is made;

   d. The proposed use of the gift and its relation to the curriculum;

   e. The proposed location of the gift;

   f. The cost to the district, if any, for moving, installation, and maintaining the gift; and

   g. The donor's intention, if any, that the gift be a memorial.

3. A donor who proposes a gift of funds up to $500.00 in amount will be invited by the appropriate Principal or administrator to discuss the dedication of the funds to a purchase that will enrich the school program. The donor will be encouraged to fund purchases not likely to be made with public funds.

4. Any proposed donation of funds $500.00 or more will be referred to the Superintendent, who will invite the donor to confer with him/her on the dedication of the funds.

5. Principals and administrators are encouraged to keep a list of appropriate gifts as an aid to individuals and organizations seeking gift opportunities.

C. Acceptance of Gifts

1. The Principal of the school or the administrator of the program in which a proposed gift is to be used may accept the gift directly, provided its value does not exceed $500.00. Any such directly accepted gift must meet district standards for health and safety and must be promptly reported to the Superintendent.

2. The Superintendent may accept gifts of funds up to $500.00 in amount and gifts of property valued at up to $500.00. All gifts accepted by the Superintendent will be reported to the Board.

3. All gifts of value greater than $500.00 can be accepted only by resolution of the Board duly convened.

4. The staff members who would be professionally involved in the use of the gift will be consulted on its suitability in the educational program.

5. A gift of property may be submitted for professional assessment and evaluation before it is accepted, in order to determine the Board's potential liability for installation, maintenance, and/or repair.

6. The district purchasing officer will be consulted as to whether a proposed gift meets necessary district specifications. A gift that does not meet district health and safety standards will not be accepted.

7. A gift of money, whether or not it is dedicated to a specific purpose, will be accepted into the general account of the district. Any purchases made with the gift are subject to applicable state law and Board policy on advertising for bids and purchasing generally.

8. The donor of any accepted gift of property or cash will be notified in writing of the acceptance of the gift, the value of the gift in dollar amount, and the value of the gift to the educational program of the district.

9. A gift intended as a memorial will be fittingly recognized by means (such as a plaque or ceremony) approved by the donor and the Board.

10. Capital property accepted as a gift shall be insured for its replacement value.

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R 7300.2 DISPOSITION OF REAL PROPERTY

The Board of Education by a recorded roll call majority vote of its full membership may dispose, by sale or otherwise, of any lands or any rights or interest therein, owned by it, which cease to be suitable or convenient for the purposes, whether acquired through purchase or through condemnation proceedings and the purchaser shall acquire title free from any use of purpose for which it may have been acquired by the Board in accordance with N.J.S.A. 18A:20-5 through 18A:20-7 N.J.A.C. 6A: 26-7.4**,** and Policy 7100.

A. Written request for approval for disposal – N.J.A.C. 6A:26-7.4(a)

The district shall make to the Division of Administration and Finance (Division) a written request for school district-owned land to be altered or disposed of through sale, transfer, or exchange of all or part of the total acreage, including rights or interest therein and/or improvements thereon, such as facilities, if applicable.

1. The district will send a copy of the request to the Executive County Superintendent who shall make recommendations to the Division. The Executive County Superintendent shall provide a copy of the recommendations to the Board.

2. The request shall indicate whether the district intends to convey the site**,** sights, or interest therein, and/or improvements thereon, under an exception to the public sale requirements of N.J.S.A. 18A:20-9.

3. The request shall indicate whether the school district intends to convey the site, rights, or interest therein, and/or improvements thereon that had been conveyed to the school district from the New Jersey Schools Development Authority (Development Authority) or funded in whole or in part by the State share under Educational Facilities Construction and Financing Act (EFCFA).

4. If the land, rights, or interest therein, and/or improvements thereon have been conveyed to the school district from the Development Authority, the request shall provide evidence acceptable to the New Jersey Department of Education that the property has not reverted to the Development Authority as authorized under N.J.A.C. 19:34-3.6.

5. If a school district seeks to dispose of land, rights, or interest therein, and/or improvement thereon funded in part with debt service aid pursuant to N.J.S.A. 18A:7G-9 or 10, and the land and/or improvements are either not needed or not being used for the purposes for which the bonds were issued, any proceeds from the disposal shall be used by the school district first to reduce the outstanding principal amount at the earliest call date or to annually reduce the debt service principal payments. The Board may request approval from the Commissioner to apply the proceeds over the term of the outstanding debt or by some other distribution mechanism if, for example, it is beneficial to stabilizing the school district's debt service tax levy.

B. Disposal – N.J.A.C. 6A:26-7.4(b)

The Division shall determine whether the disposal is consistent with the district's approved Long-Range Facilities Plan (LRFP) or has a negative impact on the educational adequacy of an individual site.

C. Notification of Approval – N.J.A.C. 6A:26-7.4(c)

The Division shall notify the school district of its approval or disapproval and send a copy to the Executive County Superintendent. If the disposal includes a site, rights, or interest therein and/or improvements thereon conveyed to the school district from the Development Authority, is funded in whole or in part by State share under EFCFA, or is in a school district that is required to use the Development Authority, the Division shall also notify the Development Authority.

D. Sale at Public Sale; Exceptions – N.J.A.A. 18A:20-6

Any lands, rights or interests therein sold by the Board, except lands conveyed as part of a lease purchase agreement pursuant to N.J.S.A. 18A:20-4.2(f), shall be sold at public sale, to the highest bidder, after advertisement of the sale in a newspaper published in the district, or if none is published therein, then in a newspaper circulating in the district, in which the same is situated, at least once a week for two (2) weeks prior to the sale, unless:

1. The same are sold to the State, or a political division thereof, in which case they may be sold at private sale without advertisement; or

2. The sale or other disposition thereof in some other manner is provided for in N.J.S.A. 18A.

E. Sales at Fixed Minimum Prices – N.J.S.A. 18A:20-7

1. In the case of public sales the Board may by resolution fix a minimum price with or without reservation of the right, upon the completion of said public sale, to accept or reject the highest bid made, a statement whereof shall be included in the advertisement of sale of the lands and given as public notice at the time of the sale. The Board may by resolution provide without fixing a minimum price that upon the completion of the public sale, the Board may accept or reject the highest bid received. If the Board fails to accept or reject the highest bid by the second regular Board meeting following the sale, the bid will be deemed to have been rejected.

2. If no bid is received or if the bids that are received are rejected by the Board in the public interest, the Board may enter into negotiations with any interested party or parties for the sale or other disposal of the property, but shall offer a bidder a hearing upon the bidder's request before entering into such negotiations.

3. The acceptance or rejection of a negotiated price shall be by the affirmative votes of a majority of the full number of Board members at a regularly scheduled meeting.

F. Sewer Lines – N.J.A.C. 6A:26-7.4(d)

The district may convey and transfer, without consideration, its right, title, and interest in and to any trunk or other sewer lines to a municipality without requiring approval from the Division.

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R 7300.3 DISPOSITION OF PERSONAL PROPERTY

A. Definitions

1. "Personal property" means all Board of Education property other than real property, as defined in Regulation 7300.2 and federal property~~,~~ as defined in Regulation 7300.4.

2. "Excess property" means personal property that is no longer needed and is not required as a trade-in on a replacement purchase.

B. Master List of Excess Property

1. Upon request of the School Business Administrator/Board Secretary or designee, a Principal or other administrator will identify excess property in a school district building or program at the close of a school year.

2. The School Business Administrator/Board Secretary will receive lists prepared in accordance with paragraph B1 and will maintain a master, district-wide list of excess property.

3. A Principal or other administrator may request transfer of excess property by submitting a request to the School Business Administrator/Board Secretary.

4. An item transferred to another location in the school district will be removed from the district-wide list of excess property.

5. An item of personal property that has remained on the district-wide master list of excess property may be disposed of in accordance with Policy 7300 and this Regulation.

C. Disposal at Public Sale – N.J.S.A. 18A:18A-45

The Board may, by resolution and by sealed bid or public auction, authorize the sale of its personal property not needed for school purposes.

1. If the estimated fair value of the property to be sold exceeds fifteen percent of the bid threshold in any one sale, it shall be sold at public sale to the highest bidder.



2. Notice of the date, time and place of the public sale, together with a description of the items to be sold and the conditions of sale, shall be published once in the official newspaper.

   Such sale shall be held not less than seven nor more than fourteen days after the publication of the notice thereof.

3. Personal property may be sold to the United States, the State of New Jersey, another Board of Education, any body politic, any foreign nation which has diplomatic relations with the United States, or any governmental unit in these United States by private sale without advertising for bids.

4. If no bids are received the property may then be sold at private sale without further publication or notice thereof, but in no event at less than the estimated fair value; or the Board may if it so elect to re-offer the property at public sale.

   As used herein, "estimated fair value" means the market value of the property between a willing seller and a willing buyer less the cost to the Board to continue storage or maintenance of any personal property not needed for school purposes to be sold pursuant to N.J.S.A. 18A:18A-45.

5. The Board may reject all bids if it determines such rejection to be in the public interest.

   a. In any case in which the Board has rejected all bids, it may readvertise such personal property for a subsequent public sale.

   b. If it elects to reject all bids at a second public sale, pursuant to N.J.S.A. 18A:18A-45, it may then sell such personal property without further publication or notice thereof at private sale, provided that in no event shall the negotiated price at private sale be less than the highest price of any bid rejected at the preceding two public sales and provided further that in no event shall the terms or conditions of sale be changed or amended.

6. If the estimated fair value of the property to be sold does not exceed the applicable bid threshold established pursuant to section C.1. above in any one sale or is either livestock or perishable goods, it may be sold at private sale without advertising for bids.

7. Notwithstanding the provisions of N.J.S.A. 18A:18A-45 and this Regulation, by resolution of the Board, the purchasing agent may include the sale of personal property no longer needed for school purposes as part of specifications to offset the price of a new purchase.



D. Discarding of Textbooks – N.J.A.A. 18A:34-3

1. Prior to discarding textbooks, the School Business Administrator/Board Secretary or designee shall notify the New Jersey Department of Education (NJDOE) of any textbooks the school district intends to discard.

2. In accordance with the provisions of N.J.S.A. 18A:34-3, the NJDOE shall within fourteen (14) days of receiving notification from the school district of the intent to dispose of textbooks, list the textbooks in a textbook data base.

3. The School Business Administrator/Board Secretary or designee shall retain the textbooks to be discarded for a period of one hundred and twenty days after the district has notified the NJDOE.

E. Scrap and Waste Property

1. In the event no bids are received for personal property or the personal property is not sold at public or private sales pursuant to N.J.S.A. 18A:18A-45, the Board may declare the personal property as crap or waste and dispose of it locally.

2. Personal property declared scrap or waste may not be given or sold to employees, private citizens, local governments, non-profit organizations, etc.

3. Personal property declared scrap or waste may not be given or sold to employees, private citizens, local governments, non-profit organizations, etc.

F. Board of Education Approval

1. The Board of Education will approve, by resolution of the Board, the negotiated price of personal property offered at private sale and any personal property declared scrap or waste.

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R 7300.4 DISPOSITION OF FEDERAL PROPERTY

A. Definitions

1. "Awarding agency" means with respect to this Regulation and a Federal grant, the Federal agency awarding the grant.

2. "Uniform Grant Guidance" means a set of Federal grant regulations that combines several previous Federal cost principles, administrative requirements, and audit requirement circulars into a single, comprehensive document.

3. "Federal property" means all equipment, supplies, or real property purchased with Federal grant funds.

4. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Non-Federal entity for financial statement purposes, or $5,000, as defined in the Uniform Grant Guidance – 2 CFR Part 200.

5. "Real property" means land, including land improvements structures and appurtenances thereto, but excludes moveable machinery and equipment, as defined in the Uniform Grant Guidance – 2 CFR Part 200.

6. "Supplies" means all tangible personal property other than those described in "Equipment", as defined in the Uniform Grant Guidance – 2 CFR Part 200.

7. "Federal property no longer needed" for the purposes of this Regulation means property acquired under a Federal award that is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions,

B. Periodic

1. The School Business Administrator/Board Secretary will compile a list of physical inventory of Federal property in the district. This physical inventory must be taken and the results reconciled with the property records at least once every two years.

2. A list of Federal property no longer needed will be periodically distributed to all school facilities in the district.

3. Any School may request to transfer Federal property to a currently or previously funded Federal project or arrange a shared-time use with other such projects.

4. Federal property no longer needed in the school district will be considered for disposition.

C. Disposition of Federal Property

1. The School Business Administrator/Board Secretary will request disposition instructions from the awarding agency for Federal equipment no longer needed.

   a. If the awarding agency fails to provide requested disposition instructions within one hundred and twenty days, items of Federal equipment with a current per-unit fair-market value in excess of $5,000 may be retained or sold by the school district. If the equipment is sold by the school district, the awarding agency is entitled to proceeds in accordance with2 CFR 200.313(e)(2).

   b. Federal equipment no longer needed with a current per-unit fair-market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency.

2. If the awarding agency fails to provide disposition instructions, the sale of Federal equipment no longer needed with be sold and/or disposed of in accordance with the provisions of N.J.S.A. 18A:18A-45 and Regulation 7300.3.

D. Disposal of Federal Property – Supplies

1. Title to supplies will vest in the school district upon acquisition.

2. If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the project or program, and the supplies are not needed for any other Federal award, the school district shall retain the supplies for use on other activities or sell them, but must in either case, compensate the awarding agency for its share. The amount of compensation shall be computed in the same manner as for Federal equipment in accordance with 2 CFR 200.313(e)(2).



E. Disposal of Federal Property – Real Property

1. The School Business Administrator/Board Secretary or designee shall request disposition instructions from the United States Department of Education for real property equipment no longer needed for the original purpose.

2. The instructions must provide for one of the following alternatives: retain title after compensating the awarding agency; sell the property and compensate the awarding agency; transfer title to the awarding agency; or third party designated/approved by the awarding agency.

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R 7410.01 FACILITIES MAINTENANCE, REPAIR SCHEDULING AND ACCOUNTING

A school district with three or more district buildings shall have an automated work order system ~~by July 1, 2009~~ for prioritizing, performing and recording all maintenance and repair requests for all district buildings and grounds **in accordance with the provisions of N.J.A.C**. **6A:23A-6.9.**

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

1. The Superintendent or designee shall establish Standard Operating Procedures (SOP) for the approval and prioritization of work order requests which take into account the health and safety of building occupants, priorities and objectives established annually to carryout the district Strategic Plan, the need for the work requested, and other factors the district deems appropriate.

2. Except in an emergency where the work is necessary to correct a situation that poses an imminent threat to the health or safety of students and/or staff, the work order system shall include the following information for a request for work before work begins:

   a. The name of the person making the request;

   b. The date of the request;

   c. The appropriate approval(s) as established by SOP;

   d. The date of approval(s);

   e. The location of work requested;

   f. The priority level (for example, urgent, high, average, low);

   g. The scheduled date(s) of service;

   h. The trade(s) needed such as general maintenance worker, custodian, carpenter, plumber, electrician**: heating, ventilation, air conditioning** HVAC~~,~~ **;** grounds~~,~~; roofer~~,~~**;** masonry~~,~~**;**-glazer~~,~~ **;**-other;

   i. A description of the work requested;

   j. A projection of the materials and supplies needed for the work;

k. The estimated **labor** ~~man~~ hours needed to complete task;

l. The name of the work order assigner; and

m. The name of the employee(s) working on the order.

3. The work order system shall include the following close-out information for each request for work:

a. The actual hours worked by date for each assigned staff member;

b. The actual hourly rate paid, both regular and over-time, for each assigned staff member;

c. The aggregate cost of labor by regular, over-time and total;

d. The actual materials and supplies needed to complete the work order;

e. Actual cost of materials and supplies; and

f. The name of the employee responsible for attesting that the job was completed satisfactorily.

4. Except **when** ~~where~~ prohibited by a collective bargaining agreement, the SOP shall require for any work, which cannot be completed during regular working hours by the needed completion date, an assessment of the cost-benefit of outsourcing any such work in excess of the quote threshold as determined under N.J.S.A. 18A:18A-37.

5. **If** ~~Where~~, according to the assessment, the cost of outsourcing work is less than the in-house estimated cost of labor, at over-time rates, and materials for the same work, the work shall be outsourced provided the work can be contracted in accordance with N.J.S.A. 18A:18A-1 et seq., completed by the projected completion date contained in the prioritized work order system and does not violate the terms of a collective bargaining agreement for maintenance workers and/or custodians.

6. The School Business Administrator/Board Secretary, in consultation with the supervisor responsible for this work, shall conduct an analysis of the information in the work order system no later than February 1 of the prebudget year for consideration during budget preparation. The analysis should include productivity of staff as a whole and individually, significant variations between estimated labor time and materials and actual labor time and materials, unusual trends for like projects and other factors that will improve productivity and efficiency.

Issued: 2 February 2010
Revised:

R 7420 HANDLING AND DISPOSAL OF BODY WASTES AND FLUIDS

A. Definitions

1. "Body wastes and fluids" includes a person's blood, semen, drainage from scrapes and cuts, feces, urine, vomitus, respiratory secretions (e.g., nasal discharge), and saliva. Body fluids of all persons should be considered to potentially contain infectious agents.

2. "Disinfectant" means an intermediate level agent that will kill vegetative bacteria, fungi, tubercle bacillus, and viruses and has been registered by the U.S. Environmental Protection Agency for use as a disinfectant in medical facilities and hospitals. The following classes of disinfectants are acceptable, with hypochlorite solution (A2c) preferred for objects that may be put in the mouth:

   a. Ethyl or isopropyl alcohol (70%);

   b. Phenolic germicidal detergent in a 1% aqueous solution;

   c. Sodium hypochlorite with at least 100 ppm available chlorine (one-half cup household bleach in one gallon water, freshly prepared for each use);

   d. Quaternary ammonium germicidal detergent in 2% aqueous solution; and

   e. Iodophor germicidal detergent with 500 ppm available iodine.

3. "Person" means any person on school premises or at a school-related activity, including students, staff members, and visitors, whether or not the person has a communicable disease or has been exposed to a communicable disease.

B. Precautions

1. Whenever possible, direct contact with body wastes and fluids should be avoided.

2. The wearing of protective gloves is required whenever direct hand contact with body wastes and fluids is anticipated, such as in treating a bloody nose, handling clothing soiled by incontinence, and cleaning small spills by hand.

3. Disposable protective gloves shall be worn by any person in the removal of body wastes and fluids and the treatment or disinfection of any items or surfaces that have come in contact with body wastes and fluids.

4. A supply of disposable protective gloves shall be maintained in the office of the school nurse and shall be freely available to all staff members.

C. When Bodily Contact with Body Wastes or Fluids Occurs

1. Hands and other skin areas that have come in contact with a person's body wastes or fluids must be thoroughly washed by the use of soap and vigorous scrubbing of all contacted surfaces under running water for at least ten seconds. Hands and other skin areas should then be dried with paper towels.

2. Gloves soiled by contact with body wastes and fluids or in the cleaning of soiled items and surfaces should be promptly removed and placed in a plastic bag or lined trash can, secured, and disposed of daily.

D. Removal of Body Wastes and Fluids From the Environment

1. A sanitary absorbent agent, designed to absorb and disinfect body wastes and fluids, will be applied in accordance with instructions supplied with the material.

2. When the fluid is absorbed, the material will be vacuumed or swept up and the vacuum bag or sweepings will be disposed of in a plastic bag or lined trash can, secured, and disposed of daily.

3. The broom and dust pan used in sweeping will be rinsed in a disinfectant. No special handling is required for the vacuuming equipment.

4. Any disposable items (such as paper towels and tissues) used to clean up will be placed in a plastic bag or lined trash can, secured, and disposed of daily.

E. Treatment of Soiled Items

1. Items such as clothing and fabric towels should be rinsed under cold running water to remove body wastes and fluids. If necessary for the treatment of stains, the item may be soaked in cold water.

2. If such prerinsing is required, gloves should be used when rinsing or soaking the items in cold water prior to bagging. Clothing should be sent home for washing with appropriate directions to parents/teachers.

3. Rinsed items may be stored in a plastic bag until further treatment can be given. A student's soiled clothing should be placed in a plastic bag with prepared laundry instructions for the parent(s) or legal guardian(s).

4. Clothing and other items soiled by body wastes and fluids should be laundered separately in soap and water. The use of a household chlorine bleach is recommended; if the material is not colorfast, a nonchlorine bleach may be used.

5. Soiled disposable items (e.g., tissues, cotton balls, band aids, paper towels, diapers) should be handled in the same manner as disposable gloves.

F. Treatment of Soiled Rugs

1. Body wastes and fluids should be removed as provided in D.

2. A rug shampoo with a germicidal detergent should be applied with a brush and, when dried, vacuumed.

3. The vacuum bag will be placed in a plastic bag or lined trash can, secured, and disposed of daily.

G. Disinfection of Hard Surfaces

1. Employees are to wear gloves while disinfecting hard surfaces and equipment.

2. Body wastes and fluids should be removed as provided in D and a disinfectant applied to the affected surface.

3. Mops should be soaked in the disinfectant after use and rinsed thoroughly or washed in a hot water cycle.

4. Disposable cleaning equipment and water should be placed in a toilet or plastic bag as appropriate.

5. Nondisposable cleaning equipment (such as dust pans and buckets) should be thoroughly rinsed in the disinfectant.



6. The disinfectant solution should be promptly discarded down a drain pipe.

7. Gloves should be discarded in appropriate receptacles.

H. Disposal of Sharps

"Sharps" are defined as any instrument used to inject fluids into or draw fluids out of humans. Included are the pricks used for tine tests and blood sampling.

1. The school nurse shall keep a log of all sharps used on a monthly basis. One copy of the log shall be maintained with the nurse's files and one copy submitted to the School Business Administrator/Board Secretary.

2. All sharps shall be placed in a medical waste container that is:

- rigid

- leak resistant

- impervious to moisture

- have sufficient strength to prevent tearing or bursting under normal conditions of use and handling

- puncture resistant

- sealed to prevent leakage during transport

- labeled

When the medical waste container is 75% full, the school nurse will arrange, by work order, to have the container picked up. The words, "Medical Waste", shall be clearly typed across the top of the work order form.

The school nurse will arrange for the contracted vendor to pick up the sharps container. The vendor will provide a completed transmittal form at the time of pick up. A copy of the transmittal form will be kept by the school nurse and a copy submitted to the School Business Administrator/Board Secretary.

Adopted: 2 February 2010



R 7420.1 BLOODBORNE PATHOGEN EXPOSURE CONTROL PLAN

A. Definitions

1. "Bloodborne pathogens" means pathogenic microorganisms that are present in human blood and can cause disease in human beings, including but not limited to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV).

2. "Exposure incident" means a specific eye, mouth, other mucous membranes, non-intact skin, or parenteral contact with blood or other potentially infectious materials that results from the performance of an employee's duties.

3. "Occupational exposure" means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or any other body fluid that may result from the performance of an employee's duties.

4. "Parenteral" means piercing mucous membranes or the skin barrier through such events as needle sticks, human bites, cuts, and abrasions.

5. "Source individual" means any individual, living or dead, whose blood or other potentially infectious materials may be a source of occupational exposure to the employee.

B. Exposure Determination

The employees in this school district who have occupational exposure are those employees whose duties require close contact with students and include the job classifications designated by the Superintendent.

C. Workplace Controls

1. Universal precautions shall be observed to prevent contact with blood or other potentially infectious materials. All body fluids shall be considered potentially infectious materials, whether or not the presence of bloodborne pathogens is determined and whether or not body fluid types can be differentiated.

2. All blood and body fluids shall be handled in accordance with Regulation No. R 7420, Handling and Disposal of Body Wastes and Fluids, which is incorporated herein as if set forth in its entirety.

D. Hepatitis B Vaccination

1. Hepatitis B vaccination shall be made available to each employee identified as having occupational exposure, after the employee has received training in bloodborne pathogens and within ten working days of his/her initial assignment, unless

   a. The employee has previously received the complete hepatitis B vaccination series,

   b. Antibody testing has revealed that the employee is immune,

   c. The vaccine is contraindicated for medical reasons, or

   d. The employee declines to receive the vaccine and signs the required statement to that effect, except than an employee who has declined to receive the vaccine and later decides to receive it shall be again offered the vaccine.

2. Hepatitis vaccination shall be made available without cost to employees, at a reasonable time and place, under the supervision of a licensed physician or other licensed healthcare professional, and in accordance with recommendations of the U.S. Public Health Service current at the time of the vaccination.

3. All laboratory tests shall be conducted by an accredited laboratory at no cost to the employee.

E. Post Exposure Evaluation and Follow-Up

Whenever an exposure incident is reported, the exposed employee shall be promptly offered a confidential medical evaluation and follow-up.

1. The route(s) of exposure and the circumstances under which exposure occurred shall be documented.

2. The identity of the source individual shall be documented, unless the Board establishes that identification is not feasible or is prohibited by state or federal law.

3. Unless the identified source individual's infection with HBV or HIV infection is already known, the identified source individual's blood shall be tested for HBV and HIV infectivity, provided that the source individual has consented to the test for HBV and HIV infectivity or when consent is not required by the law. When the source individual is already known to be infected with HBV or HIV, testing for the source individual's known HBV or HIV status need not be repeated.

4. The results of any blood testing of the source individual shall be made available to the exposed employee, and the employee shall be informed of all laws and regulations regarding disclosure of the identity and infectious status of the source individual.

5. The exposed employee's blood shall be collected as soon as possible after the exposure and on the employee's consent for HBV and HIV serological status. The employee may withhold consent for HIV serological testing for up to ninety days, during which his/her blood sample shall be preserved.

6. The exposed employee shall be offered post-exposure prophylaxis, when medically indicated, as recommended by the U.S. Public Health Service; counseling; and evaluation of any reported illnesses.

F. Communication of Hazards to Employees

Any container that holds blood or other potentially infectious material shall be conspicuously labeled with a sign that its contents are a biohazard, in accordance with federal regulations. 29 C.F.R. 1910.1030(g).

G. Training Program

1. Employees with occupational exposure must participate in a training program, which shall be provided at no cost to the employee and during working hours.

2. Employees shall receive training on their initial assignment to a position with occupational exposure within ninety days after the effective date of the exposure and annually thereafter. Employees shall also receive training whenever any modifications in the position affects exposure except that any such training may be limited to the new exposures created.

3. Training materials shall be appropriate in content and vocabulary to the educational level, literacy, and language of employees.

4. The training program shall include as a minimum:

   a. An accessible copy of the OSHA regulation on bloodborne pathogens, 29 C.F.R. 1910.1030, and an explanation of its contents,

   b. A general explanation of the epidemiology and symptoms of bloodborne diseases,

   c. An explanation of the modes of transmission of bloodborne pathogens,

   d. An explanation of this Exposure Control Plan and the means by which the employee can obtain a copy of the plan,

   e. An explanation of the appropriate methods for recognizing tasks and other activities that may involve exposure to blood and other potentially infectious materials,

   f. An explanation of the use and limitations of methods that will prevent or reduce exposure, including work practices and personal protective equipment,

   g. Information on the types, proper use, location, removal, handling, decontamination, and disposal of personal protective equipment,

   h. An explanation of the basis for selection of personal protective equipment,

   i. Information on the hepatitis B vaccine, including information on its efficacy, safety, method of administration, the benefits of vaccination, and the free availability of the vaccine and vaccination,

   j. Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious materials,

   k. An explanation of the procedure to be followed if an exposure incident occurs, including the method of reporting that incident and the medical follow-up that will be made available,

   l. Information on the post-exposure evaluation and follow-up that the employer is required to provide after an exposure incident,

   m. Information regarding the labeling of biohazardous materials, and



n. An opportunity for interactive questions and answers with the person conducting the training session.

5. The person conducting the training shall be knowledgeable in the subject matter covered as is relates to the workplace that the training will address.

H. Recordkeeping

1. The district will establish and maintain an accurate medical record for each employee with occupational exposure in accordance with 29 CFR 1910.1020. The record shall include:

a. The name and social security number of the employee;

b. A copy of the employee's hepatitis B vaccination status including the dates of all the hepatitis B vaccinations and any medical records relative to the employee's ability to receive vaccinations required by Section D. of this regulation;

c. A copy of all results of examinations, medical testing, and follow-up procedures as required by Section E. of this Regulation;

d. The district's copy of the healthcare professional's written opinion as required by 29 C.F.R. 1910.1030 (f)5;

e. A copy of the information provided to the healthcare professional as required by 29 C.F.R. 1910.1030 (f)(4)ii(B)(C) and (D);

f. The district shall ensure the employee's medical records required in Policy 7420 and this Regulation are kept confidential and are not disclosed or reported without the employee's express written consent to any person within or outside the workplace except as required by law; and

g. The medical records required in this section must be maintained by the district for at least the duration of employment of the employee plus thirty years in accordance with 29 CFR 1910.1020.

2. The district will maintain training records for three years from the date on which the training occurred. These records shall include:

a. The dates and contents or summary of the training sessions; and

b. The names and qualifications of persons conducting the training and the names and job titles of all persons attending the training sessions.

3. The district will ensure the training records required by this section of the Regulation be made available to authorized State and federal agencies, employees, and employee representatives upon request. Employee medical records required by this section of the Regulation shall be provided upon request for examination and copying to the subject employee, to anyone having written consent of the subject employee, and to authorized State and federal agencies in a accordance with State and federal laws.

4. The district shall comply with the requirements involving the transfer of records set forth in 29 CFR 1910.1020(h).

5. The district shall establish and maintain a sharps injury log for the recording of percutaneous injuries from contaminated sharps. The information in the log shall be recorded and maintained in such a manner as to protect the confidentiality of the injured employee. The log shall contain, at a minimum: the type and brand of device involved in the incident; the department or work area where the exposure incident occurred; and an explanation of how the incident occurred. This log shall be maintained for the period required by 29 CFR 1904.6.

I. District's Exposure Control Plan

1. The District's Exposure Control Plan shall be reviewed at least annually and whenever necessary to reflect new or modified tasks and procedures that affect occupational exposure and to reflect new or revised employee positions with occupational exposure. The review and update of the Plan shall also

a. Reflect changes in technology that eliminate or reduce exposure to bloodborne pathogens; and

b. Document annually consideration and implementation of appropriate, commercially-available, and effective safer medical devices designated to eliminate or minimize occupational exposure.

J. Staff Input

1. The School Business Administrator/Board Secretary shall solicit input from non-managerial employees who are potentially exposed to injuries from contaminated sharps in the identification, evaluation, and selection of effective engineering and work practice controls and shall document this solicitation in the Exposure Control Plan.

Adopted: 2 February 2010

R 7421 INDOOR AIR QUALITY STANDARDS

A. Definitions

1. "Air contaminants" - refers to substances contained in vapors from paint, cleaning chemicals, pesticides, solvents, particles, outdoor air pollutants and other airborne substances which together may cause material impairment to employees working within the enclosed workplace.

2. "Building related illnesses" - describes specific medical conditions of known etiology which can be documented by physical signs and laboratory findings. Such illnesses include sensory irritations when caused by known agents, respiratory allergies, asthma, nosocomical infections, humidifier fever, Legionnaires' Disease, and the signs and symptoms characteristic of exposure to chemical or biologic substances such as carbon monoxide, formaldehyde, pesticides, endotoxins, or mycotoxins.

3. "Building systems" - include the heating, ventilating and air-conditioning (HVAC) system, the energy management system and all other systems in a facility which may impact indoor air quality.

4. "Department" - Department of Health and Senior Services

5. "Designated person" - a person who is designated by the administration to take necessary measures to assure compliance with indoor air quality standards.

6. "HVAC system" - means the collective components of the heating, ventilation and air conditioning systems including, but not limited to, filters and frames, cooling coil condensate drip pans and drainage piping, outside air dampers and actuators, humidifiers, air distribution ductwork, automatic temperature controls, and cooling towers.

7. "HVAC System Commissioning Report" - means a document normally prepared by an architect or engineer that provides verification that the HVAC system is operating in conformity with the design intent.

8. "Office Building" - means a building in which administrative and/or clerical activities are conducted. Examples of facilities and/or operations which are not office buildings include schools, repair shops, garages and print shops.

9. "Renovations and remodeling" - means building modification involving activities that include, but are not limited to; removal or replacement of walls, roofing, ceilings, floors, carpet and components such as moldings cabinets, doors, and windows; paintings; decorating; demolition; surface refinishing; and removal or cleaning of ventilating ducts.

B. Compliance Program

The Superintendent will designate the Director of Buildings and Grounds who is given the responsibility to assure compliance with indoor air quality standards. The designated person will assure that at least the following actions are limited and documented:

1. Establishing and following a preventative maintenance schedule for heating, ventilating and air conditioning (HVAC) systems that are in accordance with manufacturer's recommendations or with accepted practice for the HVAC system.

2. Implementing the use of general and local exhaust ventilation where housekeeping and maintenance activities involve the use of equipment or products that could reasonably be expected to result in hazardous chemicals or particulate exposure above the Permissible Exposure Limit (PEL).

3. When the carbon dioxide level exceeds 1,000 parts per million (ppm), the designated person will check to make sure the HVAC system is operating properly. If it is not, the designated person will take necessary steps as outlined in 1. above.

4. Check to make sure HVAC systems are working properly when the building temperatures are outside of the range of 68 to 79 degrees Fahrenheit. If it is not, the designated person will take necessary steps as outlined in 1. above.

5. If contamination of the make-up air supply is identified and documented, then the make-up inlets and/or exhaust outlets shall be re-located or the source of the contamination eliminated. Sources of make-up air contamination may include contaminants from sources such as cooling towers, sanitary vents, vehicular exhausts from parking garages, loading docks and street traffic.

6. Assure that buildings without mechanical ventilation have operable windows, doors, vents, stacks and other portals designated or used for natural ventilation are operational.

7. Promptly investigate all employee complaints of signs or symptoms that may be associated with building-related illnesses.

C. Air Quality During Renovation and Remodeling

1. Renovation work and/or new construction that results in the diffusion of dust, stone and other small particles, toxic gases or other harmful substances in quantities hazardous to health will be safeguarded by means of local ventilation or other protective devices to ensure the safety of employees. Renovation areas in occupied buildings shall be isolated and dust and debris shall be confined to the renovation or construction area.

2. Before use of paints, adhesives, sealants, solvents, or installation of insulation, particle board, plywood, floor coverings, carpet backing, textiles, or other materials in the course of renovation or construction, the designated person will check product labels or seek and obtain information from the manufacturers of those products on whether or not they contain volatile organic compounds such as solvents, formaldehyde or isocyanates that could be emitted during regular use. This information shall be used to select products and to determine necessary measures to be taken to comply with indoor air quality standards.

3. The designated person will notify employees at least twenty-four hours in advance, or promptly in emergency situations of work to be performed on the building that may induce air contaminants into their work area.

D. Recordkeeping

1. The maintenance schedule shall be updated by the designated person to show all maintenance performed on the building systems. The schedule shall include the date such maintenance was performed and the name of the person or company performing the work.

2. The records required to be maintained by this section shall be retained for at least three years and be available on request to employees and employee representatives and Department representatives for examination and copying.

E. Response To A Signed Complaint From The Department

1. Within ten working days of receipt of the complaint notification from the Department, the designated person will respond in writing to the Department. The response may include any combination of the following:



a. A statement that the complaint is unfounded;

b. A description of any remedial action already taken;

c. An outline of any remedial measures planned but not yet taken, with a timeline for completion; and/or

d. A statement that a study of the problem, with a timetable for completion of the study, has been initiated.

2. Where remedial measures are planned or a study initiated, they shall be completed as soon as feasible. The designated person will submit, to the Department, a written report describing the remedial measures implemented and/or a copy of the study's report within fifteen working days of completion.

3. Permits for remedial work shall be obtained as required by N.J.A.C. 5:23 (the New Jersey Uniform Construction Code). All work requiring a permit shall be performed in compliance with N.J.A.C. 5:23.

F. In response to an employee complaint to the Department, the designated person will provide any of the following documents, if available, and requested by the Department:

1. As-built construction documents;

2. HVAC system commissioning reports;

3. HVAC systems testing, adjusting and balancing reports;

4. Operations and maintenance manuals;

5. Water treatment logs; and

6. Operator training materials.

Issued: 2 February 2010

R 7422 SCHOOL INTEGRATED PEST MANAGEMENT PLAN

A. Definitions

1. "Commissioner" means the Commissioner of Environmental Protection.

2. "Department" means the Department of Environmental Protection.

3. "Integrated Pest Management Coordinator" or "coordinator" means an individual who is knowledgeable about integrated pest management systems and has been designated by the Board, as the Integrated Pest Management Coordinator (IPMC) pursuant to the New Jersey School Integrated Pest Management Act. The IPMC is authorized to perform the statutory IPM responsibilities of the Board of Education.

4. "Low Impact Pesticide" means any pesticide or pesticidal active ingredient alone, or in combination with inert ingredients, that the United States Environmental Protection Agency has determined is not of a character necessary to be regulated pursuant to the "Federal Insecticide, Fungicide, and Rodenticide Act," 7 U.S.C. s.136 et seq. and that has been exempted from the registration and reporting requirements adopted pursuant to that act; any gel; paste; bait; antimicrobial agent such as a disinfectant used as a cleaning product; boric acid; disodium octoborate tetrahydrate; silica gels; diatomaceous earth; microbe-based insecticides such as bacillus thuringiensis; botanical insecticides, not including synthetic pyrethroids, without toxic synergists; and biological, living control agents.

5. "Pesticide" means any substance or mixture of substances labeled, designed, intended for or capable of use in preventing, destroying, repelling, sterilizing or mitigating any insects, rodents, nematodes, predatory animals, fungi, weeds and other forms of plant or animal life or viruses, except viruses on or in living man or other animals. "Pesticide" shall also include any substance or mixture of substances labeled, designed or intended for use as a defoliant, desiccant or plant regulator.

6. "Plan" means the school district's goals regarding the management of pests and the use of pesticides on all school property. The plan shall be developed in accordance with the requirements of N.J.S.A. 13:1f-19 through 33.

7. "School" means any public or private school as defined in N.J.S.A. 18A:1-1.

8. "School Integrated Pest Management Policy" means a managed pest control policy that eliminates or mitigates economic, health, and aesthetic damage caused by pests in schools; that delivers effective pest management, reduces the volume of pesticides used to minimize the potential hazards posed by pesticides to human health and the environment in schools; that uses integrated methods, site or pest inspections, pest population monitoring, an evaluation of the need for pest control, and one or more pest control methods, including sanitation, structural repair, mechanical and biological controls, other non-chemical methods, and when non-chemical options are ineffective or unreasonable, allows the use of a pesticide, with a preference toward first considering the use of a low impact pesticide for schools.

9. "School pest emergency" means an urgent need to mitigate or eliminate a pest that threatens the health or safety of a student or staff member.

10. "School property" means any area inside and outside of the school buildings controlled, managed, or owned by the school district.

11. "Staff member" means an employee of the school district, including administrators, teachers, and other persons regularly employed by the school district, but shall not include an employee hired by the school district or the State to apply a pesticide or a person assisting in the application of a pesticide.

12. "Universal notification" means notice provided by the school district to all parents or legal guardians of children attending a school, and staff members of the school district.

B. Integrated Pest Management Coordinator (IPMC)

The Director of Buildings and Grounds shall be designated the Integrated Pest Management Coordinator (IPMC) of the school district. The Integrated Pest Management Coordinator (IPMC) shall:

1. Maintain information about individual schools, the school district's Integrated Pest Management Policy, and about pesticide applications on the school property of the schools within the school district;

2. Act as a contact for inquiries about the School Integrated Pest Management Policy; and

3. Maintain material safety data sheets, when available, and labels for all pesticides that are used on the school property or in the schools in the school district.

C. Maintenance of Records of Pesticide Application; Notices of Policy

The IPMC shall request from the pesticide applicator and shall maintain records of pesticide applications used on school property or for each school in the school district for three years after the application, and for five years after the application of a pesticide designed to control termites, and on request, shall make the data available to the public for review.

A notice of the school district's Integrated Pest Management Policy shall be included in school calendars or another form of universal notification to students and parent(s) or legal guardian(s). The notice shall include:

1. The school district's Integrated Pest Management Policy;

2. A list of any pesticide that is in use or that has been used in the last twelve months on school district property at each school location;

3. The name, address, and telephone number of the Integrated Pest Management Coordinator of (IPMC) of the school district;

4. A statement that:

   a. The IPMC maintains the product label and material safety data sheet, when available, of each pesticide that may be used on school property;

   b. The label and data sheet is available for review by a parent, legal guardian, staff member, or student attending the school; and

   c. The Integrated Pest Management Coordinator (IPMC) is available to parents, legal guardians, and staff members for information and comment.

5. The time and place of any Board meetings that will be held to adopt the School Integrated Pest Management Policy; and

6. The following statement:

"As part of a school pest management plan, the School District may use pesticides to control pests. The United States Environmental Protection Agency (EPA) and the New Jersey Department of Environmental Protection (DEP) register pesticides to determine that the use of a pesticide in accordance with instructions printed on the label does not pose an unreasonable risk to human health and the environment. Nevertheless, the EPA and DEP cannot guarantee that registered pesticides do not pose any risk to human health, thus unnecessary exposure to pesticides should be avoided. The EPA has issued the statement that where possible, persons who are potentially sensitive, such as pregnant women, infants and children, should avoid unnecessary pesticide exposure."

After the beginning of each school year, the IPMC, in conjunction with the Building Principal(s), shall provide this notice to each new staff member who is employed during the school year and to the parent(s) or legal guardian(s) of each new student enrolled during the school year.

D. Permitted Use of Certain Pesticides; Notice

If it is determined that a pesticide, other than a low impact pesticide, must be used on school property, the pesticide may be used only in accordance with the requirements of N.J.S.A. 13:1F-25.

1. The Principal, upon prior notice from the IPMC, shall provide notice to a parent or legal guardian of each student enrolled at the school and each staff member of the school, at least seventy-two hours before a pesticide, other than a low impact pesticide, is used on school property. The notice shall include:

   a. The common name, trade name, and federal Environmental Protection Agency registration number of the pesticide;

   b. A description of the location of the application of the pesticide;

   c. The date and time of application, except that, in the case of outdoor pesticide applications, one notice shall include three dates, in chronological order, on which the outdoor pesticide applications may take place if the preceding date is cancelled;

d. A statement that the Office of Pesticide Programs of the United States Environmental Protection Agency has stated: "Where possible, persons who potentially are sensitive, such as pregnant women, infants, and children, should avoid any unnecessary pesticide exposure";

e. A description of potential adverse effects of the pesticide based on the material safety data sheet, if available, for the pesticide;

f. A description of the reasons for the application of the pesticide;

g. The name and telephone number of the school district's IPMC; and

h. Any additional label instruction and precautions related to public safety.

2. The notice required by D.1. above may be provided by:

a. Written notice sent home with the student and provided to each staff member;

b. A telephone call;

c. Direct contact;

d. Written notice mailed at least one week before the application; or

e. Electronic mail.

3. If the date of the application of the pesticide must be extended beyond the period required for notice under this section, the Board shall reissue the notice required under D.1. above for the new date of application.

E. Posting of Sign Prior to Use of Certain Pesticides

At least seventy-two hours before a pesticide, other than a low impact pesticide, is used on school property, the IPMC shall post a sign that provides notice of the application of the pesticide in a prominent place that is in or adjacent to the location to be treated and at each entrance to the building or school ground to be treated.

A sign required for the application of a pesticide shall:

1. Remain posted for at least seventy-two hours after the end of the treatment;



2. Be at least 8½ inches by 11 inches; and

3. State the same information as that required for prior notification of the pesticide application pursuant to Section D.1. of this Regulation.

In the case of outdoor pesticide applications, each sign shall include three dates, in chronological order, on which the outdoor pesticide application may take place if the preceding date is canceled due to weather. A sign shall be posted after an outdoor pesticide application in accordance with 1, 2 and 3 above.

The requirement imposed pursuant to this section shall be in addition to any requirements imposed pursuant to the "Pesticide Control Act of 1971," P.L. 1971, c.176 (C.13:1F-1 et seq.), and any rules or regulations adopted pursuant thereto.

F. Applicability of Notice and Posting Requirements

The provisions of Sections D and E of this Regulation shall apply if any person applies a pesticide, other than a low impact pesticide, on school property, including a custodian, staff member, or commercial applicator. These provisions shall apply to a school during the school year, and during holidays and the summer months, only if the school is in use by children during those periods. During those periods, notices shall be provided to all staff members and the parents or legal guardians of the students that are using the school in an authorized manner.

G. Emergency Use of Certain Pesticides

A pesticide, other than a low impact pesticide, may be applied on school property in response to an emergency, without complying with the provisions of Sections D and E of this Regulation, provided the following requirements are met:

1. The Building Principal shall, upon prior notice from the IPMC and within twenty-four hours after the application or on the morning of the next school day, provide to each parent or legal guardian of students enrolled at the school, and staff members of the school, notice of the application of the pesticide for emergency pest control that includes:

   a. The information required for a notice under Section D of this Regulation;

   b. A description of the problem and the factors that qualified the problem as an emergency that threatened the health or safety of a student or staff member; and

c. If necessary, a description of the steps that will be taken in the future to avoid emergency application of a pesticide pursuant to this section.

The district may provide notice required in G.1. above by:

1. Written notice sent home with the student and provided to the staff members;

2. A telephone call;

3. Direct contact; or

4. Electronic mail.

When a pesticide is applied pursuant to this section, the IPMC shall post a sign warning of the pesticide application at the time of the application of the pesticide in accordance with the provisions of Section E of this Regulation.

If there is an application of a pesticide pursuant to this section, the IPMC shall modify the School Integrated Pest Management Plan of the school district if necessary, to minimize the future emergency applications of pesticides under this section.

A pesticide, other than a low impact pesticide, shall not be applied on school property where students are expected to be present for academic instruction or for organized extra-curricular activities prior to the time prescribed for re-entry to the application site by the United States Environmental Protection Agency on the pesticide label, except that if no specific numerical re-entry time is prescribed on a pesticide label, such a pesticide, other than a low impact pesticide, shall not be applied on school property where students are expected to be present for academic instruction or for organized extra-curricular activities within seven hours of the application.

A pesticide, other than a low impact pesticide, shall not be applied in a school building when students are present. Students may not be present in an untreated portion of a school building being treated unless the area being treated with a pesticide, other than a low impact pesticide, is served by a separate ventilation system and is separated from the untreated area by smoke or fire doors.

A low impact pesticide may be applied in areas of a school building where students will not contact treated areas until sufficient time is allowed for the substance to dry or settle, or after the period of time prescribed for re-entry or for ventilation requirements on the pesticide label has elapsed.

The requirements of this section shall not apply when pesticides are applied on school property for student instructional purposes or by public health officials during the normal course of their duties.

H. Immunity From Liability of Commercial Pesticide Applicator

A commercial pesticide applicator shall not be liable to any person for damages resulting from the application of a pesticide at a school if the damages are solely due to the failure of the IPMC to provide the notice required prior to the application of a pesticide pursuant to the provisions of sections 7, 8, 9, or 10 of P.L. 2002, c.117 (C.13:1F-25, C.13:1F-26, C.13:1F-27 or C.13:1F-28).

I. Development, Availability of Form for Certifying Compliance

The Department of Environmental Protection shall develop and make available to commercial pesticide applicators a form that a commercial pesticide applicator may request an Integrated Pest Management Coordinator (IPMC) to sign prior to the application of a pesticide, other than a low impact pesticide, on school property. The form developed pursuant to this section shall set forth a certification by the Integrated Pest Management Coordinator (IPMC) that the notice and posting requirements for the application of a pesticide established pursuant to Sections D and E of this Regulation, or the posting requirement established pursuant to Section G of this Regulation, as appropriate, have met compliance requirements. Upon being presented by a commercial pesticide applicator with a form pursuant to this section, the signature of the Integrated Pest Management Coordinator (IPMC) shall be required as a condition for the application of the pesticide.

The Department of Environmental Protection may issue an administrative order against a local school Board that fails to adopt and implement a pesticide use and school Integrated Pest Management Policy in compliance with the provisions of N.J.S.A. 13:1F-32.

The Commissioner shall adopt, pursuant to the provisions of the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.), such rules or regulations as are necessary to implement the provisions of the School Integrated Pest Management Act.

Issued: 2 February 2010

R 7424 BED BUGS

The following procedures are established in implementation of Policy 7424 – Bed Bugs.

A. Observation of Possible Bed Bug Bites or Bed Bugs on a Student

1. A staff member who observes what he/she believes may be bed bug bites on a student or bed bugs on the student or in or on the student's possessions shall send the student to the school nurse.

2. The school nurse shall examine the student to determine if the student has bed bug bites or if there are any bed bugs present on the student or in or on the student's possessions.

3. If the school nurse determines the student does not have bed bug bites or bed bugs on them or in or on their possessions, the student will be returned to resume their school day.

B. Confirmation of Bed Bug Bites or Bed Bugs on a Student

1. If the school nurse believes the student has bed bug bites or finds bed bugs on the student or in or on the student's possessions, the school nurse will contact the Principal or designee.

2. The Principal or designee will arrange for a licensed pest management professional to complete an inspection of the student's classroom(s) to determine if bed bugs are present.

3. If a licensed pest management professional cannot complete an inspection within twenty-four hours of the request from the school district, the district custodial staff will vacuum the student's classroom(s) with a vacuum cleaner using a new vacuum cleaner bag.

4. When vacuuming is completed by district custodial staff, the staff member shall seal the bag and discard it in a receptacle outside the school building. If the vacuum does not have a bag, the contents of the vacuum shall be emptied into a secure plastic bag, sealed, and discarded into a receptacle outside the school building. The vacuum will also be treated.

5. The Principal shall determine if the classroom(s) should be occupied by staff and students until the inspection by a licensed pest management professional is conducted.

C. Inspection by Licensed Pest Management Professional

1. If an inspection by the licensed pest management professional determines bed bugs are not present in the classroom(s) inspected, the school program shall resume use of the classroom(s) if the Principal previously decided the classroom(s) should not be occupied by staff or students.

2. If an inspection by the licensed pest management professional determines bed bugs are in the classroom(s), the area(s) will be treated by a licensed pest management professional. Any treatment shall be in accordance with the provisions of the New Jersey Pest Management Act, the district's Pest Management Plan, and any other applicable law.

D. Communication with Student's Parent

1. The school nurse will contact the student's parent on the results of the examination.

2. A parent of a student who is believed to have a live bed bug(s) on them or in or on their possessions will be required to arrange for their child to be pickup-up from school to return home to change clothes and for a parent to inspect any possessions the student brings to school. The nurse may provide the parent with information regarding bed bugs.

a. Upon the student's return to school after being sent home to change clothes and an inspection of their possessions they bring to school, the student will be required to report to the school nurse who will examine the child and the child's possessions before the child can resume the school day.

(1) If there are no signs of bed bugs on the student or in or on the student's possessions upon being examined by the school nurse after the child returns to school, the student will be able to resume their school day.

b. The school nurse may examine the student and the student's possessions subsequent to their initial return to school to ensure the student and possessions are free of bed bugs.

(1) In the event the nurse finds live bed bugs on the student or in or on the student's possession after the student's initial return to school or upon any subsequent examination by the school nurse, the school nurse will contact the parent and require the parent to pick-up the student from school.

3. A parent of a student who is believed to have bed bug bites, but no evidence of bed bugs on them or in or on their possessions, will be informed of such results and the student may be required to be examined by the school nurse subsequent to the initial examination to ensure bed bugs are not on the student or in or on their possessions they bring to school.

E. School Communications

1. The Principal, in consultation with the school nurse, will determine if the parents of other student ssho9uld be informed if bed bugs are found in an area of the school. This determination will be made on a case-by-case basis.

a. Parents of other students need not be informed if bed bugs are found on a student or in or on the student's possessions, and are not found in the school building.

F. Compliance with applicable Laws

1. The Principal or designee will ensure the school district complies with all notification requirements and any other legal requirements, including the New Jersey Pest Management Act, the district's Pest Management Plan, and any other applicable laws.

Issued: 2 January 2018

R 7425 LEAD TESTING OF WATER IN SCHOOLS

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

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

A. Testing of Drinking Water

1. Schedule

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

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

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

(3) The following sampling procedures:

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

(i) 24-hour school facilities shall collect first-draw samples at drinking water outlets following a stagnation time that would likely result in the longest standing time;

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

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

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

2. Analysis of Samples

a. Analysis of samples shall be conducted as follows:

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

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

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



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

3. Designated Statewide Required Testing

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

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

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

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

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

4. Statement of Assurance

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

5. Exception from Testing Requirements

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

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

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

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

B. Water Testing – Laboratory Results

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

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

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

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

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

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

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

(4) Information regarding the health effects of lead.

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

C. Reimbursement

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

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

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

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

D. Failure to Comply

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

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

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

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

Adopted: 21 July 2021

R 7430 SCHOOL SAFETY

Guidelines for Dealing with Accident/Injury

1. The school nurse or another trained person shall be responsible for administering first aid.

2. In all cases where the nature of an injury appears in any way serious, every effort shall be made to contact the parent(s) or legal guardian(s) and/or family physician immediately.

3. Parent(s) or legal guardian(s) shall be requested to pick up the student. If a parent(s) or legal guardian(s) is unable to provide such transportation, no student who is injured shall be sent home alone. A student who is injured may be taken home if a responsible person is there to receive that student. Student will be transported by police if available.

4. In extreme emergencies, the school nurse, school doctor or Principal may make arrangements for immediate hospitalization of injured students. Parent(s) or legal guardian(s) should be contacted as soon as possible.

5. The teacher or other staff member who is responsible for a student at the time an accident occurs shall make out a report within twenty-four hours, providing details about the accident. This shall be required for every accident whether first aid is necessary or not.

6. Any injuries or accidents to students shall be reported as soon as possible to the Superintendent.

Emergency Medical Procedures for Sports/Athletics

The Board of Education recognizes its responsibility for student safety in all aspects of sports and athletic events, both intramural and interscholastic. Emergency medical procedures are to be developed at each school having an athletic program to ensure delivery of appropriate emergency medical services for all practice sessions, competitive contests, games, events, or exhibitions with individual students or teams of the schools of this district whether among themselves or with students of other districts.

These emergency medical procedures shall be disseminated to appropriate personnel within the district.

Adopted: 2 February 2010

R 7432 EYE PROTECTION PRACTICES

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

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

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

1. The following types of eye protective devices shall be used to fit the designated activities or processes The following types of eye protective devices must be worn by all students, staff members, and visitors (including persons attending evening adult school programs) participating in the activity or process designated wherever it may occur on school premises:

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

Hot solids	Clear or tinted goggles or spectacles with side shields
Molten materials	Clear or tinted goggles and plastic or mesh window face shield
Heat treatment or tempering	Clear or tinted goggles or clear or tinted spectacles with side shields
Potential eye hazard	Protective devices
Glare operations	Tinted goggles; tinted spectacles with side shields or welding goggles, eye cup or coverage type with tinted lenses or plate lens
Shaping solid materials	Clear goggles, flexible or rigid body; clear spectacles with side shields; add plastic window face shield for severe exposure
Laser device operation or experimentation	Appropriate for specific hazard
Repair or servicing of vehicles	Clear goggles, flexible or rigid body; clear spectacles with side shields
Other potentially hazardous processes or activities	Appropriate for specific hazard



2. The supplier of any eye protective device to this district shall certify in writing that the device meets or exceeds ANSI standards. All spectacle type eye protective devices shall have side shields of the eye cup, semi-, or flat-fold type.

3. Staff members shall regularly and frequently inspect the eye protective devices used in their classes and shall report to the Principal devices that are defective or poorly fitting. All eye protective devices shall be identified with the name(s) of the user(s) and shall be properly stored when not in use.

4. An eye protective device that is shared shall be disinfected between uses by a method prescribed by the local school medical inspector.

5. The use of contact lenses shall be restricted in learning environments which entail exposure to chemical fumes, vapors or splashes, intense heat, molten metals, or highly particulate atmospheres. Staff members in these learning environments shall identify the students in his/her class who wear contact lenses. A list of such students shall be kept by the staff member in order that appropriate emergency eye care may be given; the list shall be destroyed at the end of the course of study.
When permitted, contact lenses may be worn only in conjunction with appropriate eye protective devices. The contact lens wearer shall be identified for appropriate emergency eye care in hazardous learning environments.

6. A student who wears prescription glasses shall be provided with an appropriate eye protective device that fits over his/her glasses. A student or staff member may wear his/her personal corrective eye wear in the course of an activity hazardous to the eyes provided that the eye wear has been certified in writing by a licensed optician to meet or exceed ANSI standards as defined in N.J.A.C. 6:29-1.7(b)1 and 2 for the appropriate eye protective device required.

7. The responsible staff member will provide each visitor to an area in which an activity hazardous to eyes is conducted with an appropriate eye protective device.

B. Eye Wash Fountains

1. Eye wash fountains or similar devices, capable of a minimum of fifteen minutes of continuous flow of eye wash solution shall be provided in accordance with Policy No. 7432 and the standards of the State Department of Education and N.J.A.C. 6:29-1.7(d).

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

C. Enforcement

1. Staff members shall not permit students to engage in an activity potentially hazardous to the eyes without appropriate eye protection and shall dismiss from the class period a student who refuses or persistently neglects to wear eye protection or to observe established eye protection practices. Any such dismissed student shall be reported absent for the class.

2. Staff members shall report to the Building Principal a visitor who refuses or persistently neglects to wear eye protection or observe established eye protection practices.

3. The Principal shall annually inspect the school premises for the existence of conditions potentially hazardous to the eyes, for the placement of signs requiring appropriate eye protective devices, and for an adequate supply of appropriate eye protective devices in satisfactory condition. Conditions potentially hazardous to the eyes include, in addition to the activities listed in paragraph A1 above, the likelihood of flying objects and spilled liquids and the presence of protruding and sharp objects.

D. Training and Supplies

The school district shall provide annual training and appropriate supplies and equipment to all school personnel responsible for implementing the eye safety policies and program. The training shall include all aspects of eye protection as defined in this regulation.

Issued: 2 February 2010

R 7440 SCHOOL DISTRICT SECURITY

A. Definitions

"Access" means authorized access to a school building or school grounds through the use of a Board-approved key control system.

"Key control system" means the use of a key, card, code, or any other means to disengage a locking mechanism to provide entry to a school building or school grounds.

"Panic alarm" means a security system signal generated by the manual activation of a device intended to signal a life-threatening or emergency situation requiring a response from law enforcement.

"School buildings" and "school grounds" means and includes land, portions of land, structures, buildings and vehicles, when used for the provision of academic or extracurricular programs sponsored by the school district or community provider and structures that support these buildings, such as school district wastewater treatment facilities, generating facilities, and other central service facilities including, but not limited to, kitchens and maintenance shops. "School buildings" and "school grounds" also includes athletic stadiums; swimming pools; any associated structures or related equipment tied to such facilities including, but not limited to, grandstands; night field lights, greenhouses; garages; facilities used for non-instructional or non-educational purposes; and any structure, building, or facility used solely for school administration. "School buildings" and "school grounds" also includes other facilities such as playgrounds; and other recreational places owned by local municipalities, private entities, or other individuals during those times when the school district has exclusive use of a portion of such land in accordance with N.J.A.C. 6A:16-1.3 and 6A:26-1.2.

B. Access to School Buildings and School Grounds

1. Access to school buildings and grounds during the school day will be permitted to all students enrolled in the school and all authorized school staff members, and visitors pursuant to Policy and Regulation 9150.

2. Access to school buildings and grounds before and after the school day will be permitted to:

   a. Members of the Board of Education;

b. Administrative and supervisory staff members, teaching staff members, and support staff members assigned to a school building or grounds in the performance of their duties;

c. Other staff members in the performance of their professional responsibilities;

d. Students involved in interscholastic athletics, co-curricular, and extra-curricular activities and authorized spectators;

e. Members of organizations granted the use of school premises pursuant to Policy No. 7510;

f. Police officers, fire fighters, health inspectors, and other agents of state and local government in the performance of their official duties; and

g. Members of the public present to attend a public Board of Education or public school-related function; and meeting.

h. Others authorized by the Superintendent or designee and/or by Board Policy.

3. All visitors to a school buildings during the school day will be required to register their presence in the school and comply with the provisions of Policy and Regulation 9150. The school's registration and sign-in procedures may include the use of a school visitor management system requiring the visitor to present acceptable identification to access the school building.

4. Signs will be conspicuously posted to inform visitors of the requirements to register their presence into the building.

C. Key Control System for Access to School Buildings and Facilities

1. School staff members will be provided access to a school building using the school's keys control system as follows:

a. Teaching staff members and support staff members will be provided access using the school's keys control system to the school building and to other facilities on school grounds to which they require access for the performance of their professional duties.

(1) The Building Principal will determine the school staff members who shall be provided access to facilities within the school building and on school grounds.

(2) The Superintendent or designee will determine the district administrators, supervisors and other staff members who shall be provided access to facilities within the school building and on school grounds.

2. School staff members provided access to a school building or other facilities on school grounds shall be responsible for ensuring their key control system authorization is not shared with another individual without prior approval of the Principal or designee for school staff members, or the Superintendent or designee for district staff members. Staff members are prohibited from permitting their key control system authorization to be used by another person unless prior approval is obtained from the Principal or designee at the building level and Superintendent or designee at the district level or in the event of an emergency.

3. A staff member's loss of a key, card, or any other device authorizing the staff member access to a school building or a facility on school grounds must be immediately reported to the Principal or Superintendent or designee. The staff member who loses a key, card or any such access device may be responsible for the replacement cost.

D. School Building Panic Alarm or Emergency Mechanisms (N.J.S.A. 18A:41-10 through 13)

1. Each public elementary and secondary school building shall be equipped with at least one panic alarm for use in a school security emergency including, but not limited to, anon-fire evacuation, lockdown, or active shooter situation.

2. The alarm shall be directly linked to local law enforcement authorities or, in the case of a school building located in a municipality in which there is no municipal police department, a location designated by the Superintendent of the New Jersey State Police.

3. The alarm shall be capable of immediately transmitting a signal or message to such authorities outlined in D.2. Above upon activation.

5. Each panic alarm required under N.J.S.A. 18A:41-11 and Policy and Regulation 7440 shall:

   a. Adhere to nationally recognized industry standards, including the standards of the National Fire Protection Association and Underwriters Laboratories; and

   b. Be installed solely by a person licensed to engage in the alarm business in accordance with the provisions of N.J.S.A. 45:5A-27.

6. The school district may equip its elementary and secondary school buildings with an emergency mechanism that is an alternative to a panic alarm if the mechanism is approved by the New Jersey Department of Education.

E. Staff Member Responsibilities

1. Staff members should not bring to school valuable personal items that cannot be in the staff member's personal possession at all times. The Board of Education is not responsible for a staff member's personal possession in the event the item is lost, stolen, misplaced, damaged or destroyed.

2. In the event a staff member observes a student has a valuable item in school, the staff member will report it to the Principal or designee. A valuable item may include, but is not limited to, an unusually large amount of money, expensive jewelry or electronic equipment, or any item that is determined by the Principal or designee to be valuable to a student based on the student's age.

3. Teaching staff members shall, close classroom windows and shut and lock classroom doors when leaving at the end of the school day; shut and lock classroom doors during the school day when the room is not going to be in use after their assignment, and report immediately to the Principal or designee any evidence of tampering or theft.

4. Custodians shall, at the end of the work day, conduct a security check of the building to make certain that all windows are closed and all office, classroom, and building doors are shut and locked, except as such doors may be required to be open for persons with access.

5. Office personnel shall take all reasonable precautions to ensure the security of all school and district records and documents against unauthorized access, deterioration, and destruction.

F. School Safety Specialist

1. The Superintendent of Schools shall designate a school administrator, or a school employee with expertise in school safety and security, as a School Safety Specialist for the district in accordance with the provisions of N.J.SA. 18A:17-43.3.

2. The School Safety Specialist shall:

   a. Be responsible for the supervision and oversight for all school safety and security personnel, policies and procedures in the school district.

   b. Ensure that these policies and procedures are in compliance with State law and regulations; and

   c. Provide the necessary training and resources to school district staff in matters relating to school safety and security.

3. The School Safety Specialist shall also serve as the school district's liaison with law enforcement and national, State and community agencies and organizations in matters of school safety and security.

4. The School Safety Specialist shall be required to acquire a New Jersey Department of Education School Safety Specialist Certification in accordance with the provisions of N.J.S.A. 18A:17-43.2.

G. Summoning Law Enforcement Authorities

1. Law enforcement authorities will be summoned promptly whenever evidence is discovered that indicates a crime has been committed on school premises or in the course of staff or student transportation to or from school; a break and entry may have occurred on school grounds; a deadly weapon is on school premises, a breach of the peace has occurred on school premises; for any reason required in the Memorandum of Understanding between the Board of Education and Law Enforcement in accordance with Policy and Regulation 9320; or for any other reason there is concern about the health, safety and welfare of persons on school grounds or school property.

2. Anytime law enforcement agents are summoned in accordance with G.1. above, the Superintendent will be notified as soon as possible.

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Revised: 28 April 2021

R 7441 ELECTRONIC SURVEILLANCE IN SCHOOL BUILDINGS AND ON SCHOOL GROUNDS

In order to enhance a safe and secure environment, the Board authorizes electronic surveillance devices to be used in school district buildings and on school grounds.

A. Recording and Notice

1. Surveillance devices may include, but are not limited to, sound/video cameras, audio recording devices, and other appropriate devices.

2. Recordings may be used to monitor and observe the conduct of school district staff, students, community members, and other person(s) in school buildings or on school grounds.

3. Signage will be posted in a prominent public place in school buildings and on school grounds where electronic surveillance equipment may be used.

B. Student Records and Notice

School district personnel will comply with the provisions of applicable law regarding student record requirements including the Family Educational Rights and Privacy Act (FERPA) and the Individual with Disabilities Education Act (IDEA). Recordings considered for retention, as a part of a student's behavioral record, will be maintained in accordance with established student record procedures governing access, review, and release of student records.

C. Staff Records and Notice

1. Recordings considered for retention as part of the employee's personnel record, will be maintained in accordance with established Board personnel policies, administrative regulations, applicable law, and any labor agreements governing access, review and release of employee personnel records.

2. The district will provide notice to students, parent(s) and school staff members that surveillance devices may be used in school buildings and on school grounds.

D. Storage/Security

1. All recordings will be stored by the Superintendent or designee, and secured to ensure confidentiality.

2. Recordings will be retained in accordance with the New Jersey Department of the Treasury – Records Management Services Records Retention Schedules and will be erased or discarded, unless there is a legitimate reason for retaining such recordings for review, upon receiving prior authorization from Records Management Services.

E. Use

1. The determination of the location of surveillance devices shall be made by the Superintendent or designee.

2. Tampering with or otherwise interfering with surveillance equipment is prohibited. Any individual found tampering with equipment shall be subject to discipline.

F. Viewing or Listening

1. Initial viewing or listening to recordings will be done by the Superintendent, Principal or designee.

2. Requests for viewing or listening will be limited to persons with a direct interest in any proceedings, disciplinary or otherwise, resulting from the recordings, as deemed appropriate by the Superintendent.

3. Only the portion of the recording concerning a specific incident will be made available for viewing.

4. Viewing or listening to the recording will be permitted on school property or as otherwise required by law.

5. All viewing will be in the presence of the Superintendent, Principal or designee.



6. A written log will be maintained by the building Principal or designee of those viewing video recordings including date of viewing, reason for viewing, the date the recording was made and the signature of the viewer.

7. Video recordings remain the property of the school district and may be reproduced only in accordance with law, including applicable district student records policy and procedures and district personnel records policy, procedures and applicable labor agreements.

G. Law Enforcement Memorandum of Understanding (MOU) (N.J.S.A. 18A:41-9)

1. In accordance with the provisions of N.J.S.A. 18A:41-9, if at least one (1) school building of the school district is equipped with video surveillance equipment that is capable of streaming live video wirelessly to a remote location, the Board of Education shall enter into a MOU with local law enforcement authorities providing the authorities with the capacity to activate the equipment and view live streaming video. The MOU shall include, but need not be limited to, the following:

   a. The designation of individuals who shall be authorized to view live streaming video;

   b. The circumstances under which the designated individuals would view live streaming video; and

   c. A detailed plan for preventing and detecting unauthorized access to live streaming video.

2. In the case of a school building that is located in a municipality in which there is no municipal police department, the Board shall enter into a MOU with an entity designated by the Superintendent of the State Police.

3. In the event the district and law enforcement authority are unable to reach an agreement regarding any provision required to be included pursuant to G.1.a.-c. above, the County Prosecutor shall make the final determination.

4. Nothing in N.J.S.A. 18A:41-9 shall be construed as to require the installation of video surveillance equipment capable of streaming live video wirelessly to a remote site from a school building that is not equipped with such equipment.



H. Purchase, Maintenance, Replacement of Equipment/Supplies

1. The School Business Administrator/Board Secretary or designee will be responsible for the purchase, maintenance and replacement of all electronic surveillance devices.

Issued: 29 May 2018

R 7610 VANDALISM

A. Definitions

1. "Vandalism" means the willful and malicious acts of any person that result in the destruction, defacement, or damage of any property, real or personal, belonging to or entrusted to the Board of Education. Vandalism includes arson and acts ~~an act~~ of graffiti.

2. "Arson" means the willful and malicious burning or setting on fire of any building or part of any building owned or operated by the Board, by any person.

3. "Act of graffiti" means the drawing, painting or making of any mark or inscription on school district real or personal property without the permission of the school district.

B. Reporting Vandalism

1. Any school employee who has reason to believe that an act of vandalism has occurred shall immediately report that belief or suspicion to the Principal of the affected building or, if the vandalism occurs at a facility other than a school, the supervisor in charge of the facility.

2. The Principal or supervisor shall promptly institute an investigation of the report by taking these steps as appropriate to the extent and seriousness of the vandalism:

   a. Requesting the reporting employee to file a report of the evidence giving rise to their ~~his/her~~ belief or suspicion that vandalism has occurred;

   b. Visiting the site of the vandalism and examining its extent, taking photographs as necessary;

   c. Determining and recording the names of witnesses, if any;

   d. Interviewing witnesses and requesting their written reports of events;

   e. Assessing the costs of repair and replacement of any parts of the building, furnishings, and/or equipment; and

   f. Questioning the ~~person or~~ person(s), if any, identified as having caused the vandalism.

3. The Principal will complete and file with the Superintendent a detailed vandalism and property damage report.

4. The Principal will notify law enforcement when appropriate and in accordance with applicable laws.

C. Penalties and Restitution

1. A student who vandalizes school property is subject to discipline, which may include suspension or expulsion, in accordance with Board Policy, Board Regulation and law.

2. A student who vandalizes school property will be held liable for any damages caused by the act of vandalism.

3. The parent(s) of any minor who shall injure any public or nonpublic school property shall be liable for damages for ~~to~~ the amount of the injury to be collected by the Board or the owner of the premises in any Court of competent jurisdiction, together with costs of suit in accordance with N.J.S.A. 18A:37-3

   a. The Principal or designee shall obtain a professional estimate of the cost of repairs and/or replacements necessitated by the vandalism.

   b. The Prinicipal or designee shall present the student's parent(s) or legal guardian(s) with an itemized bill based on the estimated costs.

   c. If, within thirty calendar days, the student's parent(s) or legal guardian(s) has not paid the bill or made arrangements with the Principal or designee for the payment of the bill in periodic installments, the Superintendent shall inform the Board and may recommend ~~that~~ the Board Attorney commence civil action for the amount due together with costs.

   d. No diploma, transcript, transfer card, or report card will be issued to the student until all obligations to the Board have been met.

~~4~~. Any person who purposely defaces or damages school property with any symbol that exposes persons to violence, contempt, or hatred on the basis of any of the protected categories listed at N.J.A.C. 6A:7-1.1(a) race, color, creed, religion, national origin, ancestry, age, marital status, affectational or sexual orientation or sex, social or economic status, or disability may have committed ~~is guilty~~ of a crime and shall be reported to the appropriate law enforcement agency in accordance with Policy and Regulation 8465; N.J.A.C. 6A:16-6.3; and the Memorandum of Agreement with Local Law Enforcement.

5. Any person who purposely or knowingly damages school district property recklessly or negligently in the employment of fire, explosives or another dangerous means listed in accordance with N.J.S.A. 2C:17-2 or purposely or recklessly tampers with the tangible property of the school district so as to endanger school district property will be reported to the appropriate law enforcement agency.

6. A person convicted of an offense of criminal mischief that involves an act of graffiti may, in addition to any other penalty imposed by the Court, ~~will~~ be required to pay ~~reimburse~~ the school district monetary restitution in the amount of the pecuniary damage caused by the act of graffiti and to perform community service, which may include removing the graffiti from the property, in accordance with N.J.A.C. 2C:17-3.c. If community service is ordered by the Court, it shall be for either not less than twenty days or not less than the number of days necessary to remove the graffiti from the property. In addition, the courts may suspend or postpone driving privileges of any person, at least thirteen and under eighteen years of age, if convicted of an act of graffiti.

Issued: 2 February 2010
Revised: 13 August 2024

R 7650 SCHOOL VEHICLE ASSIGNMENT, USE, TRACKING, MAINTENANCE, AND ACCOUNTING

A. School Vehicle Assignment and Use

The Board of Education, upon the recommendation of the Superintendent, may authorize, at its discretion, by an affirmative vote of the Board's full membership, the lease, lease-purchase, or purchase and assignment of school district vehicles for the conduct of official school district business.

1. The vehicles may be assigned either to individuals or to units within the school district for pool use according to the following classifications:

   a. Vehicles may be assigned permanently and individually to the Superintendent, School Business Administrator/Board Secretary, the staff member serving as head of facilities services, the staff member serving as head of security services or other supervisory employees who, based on their job duties, may be called upon on a twenty-four hour, seven day-a-week basis. No individual assignment shall be made for the primary purpose of commuting.

   b. A unit may be permanently assigned one or more school district pool vehicles only if employees of the unit will collectively use the vehicle or each vehicle for more than an average of 750 miles per month on official school district business. Pool vehicles shall not be used for the purpose of commuting and shall remain at a school district facility when not in official use.

2. In the event the operator of a school district vehicle believes their personal health (temporary or long-term) may impair their ability to safely operate a school vehicle, the operator shall inform their immediate supervisor and the school vehicle coordinator of the health problem and the expected duration of impairment. The operator's immediate supervisor or the school vehicle coordinator may coordinate a physical examination for the staff member in accordance with Policy 3160 or 4160.

3. Smoking, as defined in Policy 7434, is prohibited on "school grounds" and therefore, in accordance with the definition of school grounds in Policy 7434, smoking is prohibited in a school district vehicle at any time.



4. All complaints of a potential misuse shall be investigated by the school vehicle coordinator and/or appropriate administrator and appropriate disciplinary action shall be taken. Any disciplinary action shall be progressive and uniform depending on the specific misuse.

5. All changes to vehicle assignment, whether pool or individual, shall require prior written approval of the Superintendent and the authorization of an affirmative majority vote of the full Board.

6. All damage to school district vehicles, regardless of cause, shall be reported within twenty-four hours to the school vehicle coordinator and the employee assigned to file insurance claims.

7. No physical alterations shall be made to a vehicle without prior Board approval.

8. Operators of a school district vehicle shall possess a valid driver's license to operate a vehicle in New Jersey. The school vehicle coordinator(s) shall be responsible to maintain a copy of each driver's license on file. In the event a driver's license is revoked, suspended or otherwise makes the driver unable to operate a school district vehicle in accordance with law, the driver shall immediately notify the school vehicle coordinator, who will immediately revoke the driver's authorization to operate a school district vehicle. Validation of driver's license will be completed annually for all individuals authorized to drive school vehicles.

9. When a vehicle is due for routine maintenance in accordance with the manufacturer's schedule, the driver of an individually assigned vehicle or, in the case of a pool vehicle, the school vehicle coordinator shall be responsible for ensuring the vehicle receives the scheduled service.

10. A driver assigned a school district vehicle shall be responsible for the security of the vehicle and its contents.

11. Drivers shall be personally responsible for all fines accrued as a result of traffic violations related to operation of school district vehicles.

12. The driver, or the driver's supervisor, if the driver is incapacitated, of a school district vehicle involved in an accident resulting in damage to the school district vehicle or other vehicle shall file, within twenty-four hours of the accident, a detailed written report with the school vehicle coordinator and the school district staff member responsible for making insurance claims.



13. Police shall be immediately notified of an accident by the driver or school vehicle coordinator, if the driver is incapacitated. A copy of the police report shall be submitted to the school vehicle coordinator and the school district staff member responsible for making insurance claims as soon as possible.

14. If a school district vehicle is misused in any of the following ways, the driver's driving privileges for school district vehicles shall be suspended or revoked, and additional disciplinary action shall be taken as appropriate:

    a. Frequent violation of traffic laws;

    b. Flagrant violation of traffic laws;

    c. Operation of a vehicle which the police or insurance company determined was the cause of an accident;

    d. Use of a vehicle for unauthorized use whether personal use, business use, or commuting;

    e. Violation of these rules or school district policy governing the assignment, use, operation, repair, and/or maintenance of vehicles. This includes the failure to submit a vehicle for routine maintenance as called for in the manufacturer’s routine maintenance schedule;

    f. Operation of a vehicle while impaired to any degree, or under the influence of alcohol or narcotics as defined by State statutes;

    g. Use of a school district vehicle by an unauthorized individual while assigned to an employee;

    h. Use of a school district vehicle to transport any person or child, other than in the course of their assigned duties and responsibilities; and/or

    i. Use of radar detectors in school district vehicles.

The Board shall implement a progressive and uniform mandatory disciplinary program to be applied as necessary in the event it is determined a staff member misused a school vehicle.

B. School Vehicle Inventory Control Record

The school vehicle coordinator(s) shall be responsible to maintain the following inventory control records for every school district vehicle:

1. Vehicle make, model and year;

2. Vehicle identification numbers (VIN);

3. Original purchase price;

4. Date purchased;

5. License plate number;

6. Person assigned or pool if not individually assigned;

7. Driver's license number of person assigned and the expiration date;

8. Insurer and policy number of person assigned; and

9. Usage category such as regular business, maintenance, security, or student transportation.

C. Driving Record of Operators of School District Vehicles

The school vehicle coordinator(s) shall be responsible to obtain and maintain the following driving records of operators of school district vehicles:

1. Name of driver;

2. Drivers license number and expiration date;

3. Insurer and policy number of person assigned;

4. Motor vehicle code violations;

5. Incidents of improper or non-business usage;



6. Accidents; and

7. Other relevant information.

D. Record of Maintenance, Repair and Body Work for School District Vehicles

The school vehicle coordinator(s) shall be responsible to maintain the following records of maintenance, repair and body work for each school vehicle:

1. Vehicle make, model and year;

2. Vehicle identification numbers (VIN);

3. Original purchase price;

4. Date purchased;

5. License plate number;

6. Usage category such as regular business, maintenance, security or student transportation;

7. Manufacturer's routine maintenance schedule;

8. Category of work performed (routine maintenance, repair or body work);

9. Purchase order number;

10. Date work was performed;

11. Detailed description of work performed;

12. Mileage on date work was performed; and

13. Cost of work performed.

All records maintained by the school vehicle coordinator(s) shall be maintained in the school district office of the school vehicle coordinator(s).

Issued: 2 February 2010

R 8140 ENROLLMENT ACCOUNTING

A. School Enrollment

1. The school enrollment in a program of instruction ~~class~~, a school, or the district shall be the total number of original student entries in the school register plus the number of re-entries, less the number of transfers, withdrawals or dropouts in any such unit during a school year. The total number of original entries and re-entries, less the number of transfers, withdrawals or dropouts, in all programs of instruction and schools of the district shall constitute the school enrollment for the district during any school year.

2. A student attending a school operated by the Board of Education shall not be concurrently enrolled in more than one school register in any district during a school year with the exception of shared-time students.

3. A student shall not be enrolled in a school register until the student has reached over the age of five years in accordance with N.J.S.A. 18A:38-1 – Attendance at School Free of Charge. The district may enroll students under the following legal school age:

   a. Kindergarten – older than four years and younger ~~less~~ than six years; or

   b. State-funded preschool program – at least three years of age and younger than five years; and;

   c. Preschool students with disabilities– at least three years of age and younger than five years.

4. Within ten school days of the start of the school year, the district shall determine whether a student who attended the previous year but not the current school year has an excused absence or has transferred, withdrawn, or dropped out of the school district.

5. Any student enrolled in the district who moves to another school district in the same school year shall be included in the school register in the new school district upon enrollment.

6. The average daily enrollment in the district for a school year shall be the sum of the total days in membership of all enrolled students when schools were in session during the year, divided by the number of days in session. The average daily enrollment for the programs of instruction or schools of the district having varying lengths of terms shall be the sum of the average daily enrollments obtained for the individual programs of instruction ~~classes~~ or schools.

    a. "Days in membership" means the number of school days in session in which a student is enrolled. A student's membership begins on the first possible day of attendance following enrollment during the school year, notwithstanding the actual day the student was recorded as present for the first time.

B. Application for State School Aid

Pursuant to the requirements of N.J.S.A. 18A:7F-33, the district shall file with the Commissioner of Education an Application for State School Aid in accordance with the following procedures:

1. Counting Procedure

    a. Each employee responsible for the maintenance and safe keeping of a school register (and whose name appears on the cover of the register) shall conduct a count of the students entered in the register on the last school day prior to October 16.

    b. The count shall include all students as required to be reported in accordance with the provisions of N.J.S.A. 18A:7F-33.

    c. The count shall be recorded on a form, and the form shall be submitted to the Building Principals no later than October 16.

2. Data Collection

    a. The Superintendent or Building Principal shall assign responsibility for the preparation of worksheets to document the compilation of register data.

    b. Completed worksheets shall be submitted to the School Business Administrator/Board Secretary or designee who shall compare the data submitted on the worksheets to the register count submitted in accordance with B.1.a.

c. The School Business Administrator/Board Secretary or designee shall reconcile all inconsistencies between worksheet data and register counts and submit final enrollment counts to the Superintendent of Schools.

3. Application Submission

The School Business Administrator/Board Secretary or designee, with approval of the Superintendent, shall file with the Commissioner the report required by N.J.S.A. 18A:7F-33.

Issued: 2 February 2010
Revised: 7 March 2023

R 8220 SCHOOL DAY

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 be approved by the Superintendent.

A. Notification Provisions

1. The Superintendent or designee shall notify 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. The media outlets may include, but not be limited to, radio, television stations.

2. Parent(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.

B. All Day Closing

1. The decision to close schools for the day will be made in accordance with Policy 8220. As soon as the decision is made, the Superintendent or designee will promptly notify:

   a. The media outlets

   b. All school staff members;

   c. _____ (private schools to which transportation is provided for district children); ;

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

   e. Board of Education President; and

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

2. Notwithstanding a provision in a collective bargaining agreement, if applicable, unless the Superintendent determines otherwise, school office personnel and custodial personnel are expected to report for work on an emergency closed day.

C. Delayed Opening

1. 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.

2. Notwithstanding a provision in a collective bargaining agreement, 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.

3. If weather conditions change 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.

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

D. Early Dismissal

1. The 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.

2. Building Principals in the affected schools will promptly notify all school staff members of the early closing, using appropriate building procedures.

3. Parents may be notified of an early dismissal through an emergency call system, district or school website, a telephone communication chain, or any other method or process deemed appropriate.

4. A parent 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.

5. The Principal may 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.

Adopted 2 February 2010
Revised: 15 March 2022

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 should be reported promptly to the Superintendent.

A. Notification Provisions

1. Notice to television and radio stations shall be by telephone call, with appropriate code. Notice will also be by automated alert system.

2. 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.

3. The Superintendent's office will prepare and administer a staff call chain for central office employees.

4. 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. As soon as the decision is made, the Superintendent will promptly notify:

a. Building Principals,

b. The Business Administrator,

c. Board President, and

d. Alert Now System.

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 Alert Now System. Every effort should be made to notify staff members as soon as practicable.

3. Unless the Superintendent determines otherwise, custodial personnel are expected to report for work on an emergency closed day.

C. Delayed Opening

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

2. 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.

3. Unless the Superintendent determines otherwise, custodial personnel are expected to report to work on time.

4. If weather conditions 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.

5. 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.

D. Early Dismissal

1. A decision to close school early will be promptly relayed to:

   a. Building Principals in the affected schools,

   b. The Transportation Company, and

   c. North Caldwell Police Department.

2. Building Principals in the affected schools will promptly notify all staff members of the early closing, using appropriate building procedures.

3. Parent(s) or legal guardian(s) will be notified by 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.

5. 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 No. 5230 regarding the person(s) to whom a child may be released.

6. The Principal 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.

   a. The Principal will be assigned to supervise the students who remain in the school.

Issued: 2 February 2010

R 8310 PUBLIC RECORDS

A. Definitions (N.J.S.A. 47:1A-1.1)

"Board" means the North Caldwell Board of Education, school staff, including members of the administration, and any persons acting on behalf of the Board of Education.

"Public agency" or "agency" means any of the principal departments in the Executive Branch of State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department; the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch; and any independent State authority, commission, instrumentality, or agency. The terms also mean any political subdivision of the State or combination of political subdivisions, and any division, board, bureau, office, commission or other instrumentality within or created by a political subdivision of the State or combination of political subdivisions, and any independent authority, commission, instrumentality, or agency created by a political subdivision or combination of political subdivisions.

"Custodian of a government record" or "custodian" is the officer officially designated by formal action of the Board of Education.

B. Government Record or Record (N.J.S.A. 47:1A-1.1)

1. Any paper, written or printed book, document, drawing, map, plan, photograph, microfilm, data processed or image processed document, information stored or maintained electronically or by sound-recording or in a similar device, or any copy thereof, that has been made, maintained or kept on file in the course of his or its official business of the Board of Education or that has been received in the course of his or its official business of the Board of Education.

2. A "government record" or "record" does not include inter-agency or intra-agency advisory, consultative, or deliberative material.

3. A "government record" or "record" does not include excluded information as outlined in N.J.S.A. 47:1A-1.1. The excluded information includes, but is not limited to, the following information which is deemed to be confidential as per N.J.S.A. 47:1A-1 et seq.:

   a. Victims' records, except that a victim of a crime shall have access to the victim's own records;

b. Trade secrets and proprietary commercial or financial information obtained from any source. Trade secrets shall include data processing software obtained by the district under a licensing agreement which prohibits its disclosure;

c. Any record within the attorney-client privilege. This will not be construed as exempting from access attorney or consultant bills or invoices except that such bills or invoices may be redacted to remove any information protected by the attorney-client privilege;

d. Administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security;

e. Emergency or security information or procedures for any buildings or facility that, if disclosed, would jeopardize security of the building or facility or persons therein;

f. Security measures and surveillance techniques that, if disclosed, would create a risk to the safety of persons, property, electronic data or software;

g. Information that, if disclosed, would give an advantage to competitors or bidders;

h. Information generated by or on behalf of the Board or Board employees in connection with any sexual harassment complaint filed within the Board or with any grievance filed by or against an individual or in connection with collective negotiations, including documents and statements of strategy or negotiating position;

i. Information that is a communication between the district and its insurance carrier, administrative service organization or risk management office;

j. Information that is to be kept confidential pursuant to court order;

k. That portion of any document which discloses the social security number, credit card number, unlisted telephone number or driver license number of any person; except for use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf thereof, or any private person or entity seeking to enforce payment of court-ordered child support; except with respect to the disclosure of driver information by the Division of Motor

Vehicles as permitted by Section 2 of P.L.1997, c. 188 (C.39:2-3.4); and except that a social security number contained in a record required by law to be made, maintained or kept on file by a public agency shall be disclosed when access to the document or disclosure of that information is not otherwise prohibited by State or federal law, regulation or order or by State statute, resolution of either or both houses of the Legislature, Executive Order of the Governor, rule of court or regulation promulgated under the authority of any statute or executive order of the Governor; and

l. Personnel and pension records of an individual, including records relating to any grievance filed by or against an individual, except the individual's name, title, position, salary, payroll record, length of service, date of separation and the reason therefore, the amount and type of pension he/she receives, and data, other than detailed medical or psychological information, that shows conformity with qualifications for employment and pensions. Personnel or pension records of any individual shall be accessible when required to be disclosed by law, when disclosure is essential to the performance of official duties of a person duly authorized by this State or the United States, or when authorized by an individual in interest;

m. Test questions, scoring keys and other examinations data pertaining to the administration of an examination for employment or academic examination;

n. Information concerning student records or grievance or disciplinary proceedings against a student to the extent disclosure would reveal the identity of the student; and

o. All other information listed as being confidential and not a government record as defined in N.J.S.A. 47:1A-1.1

C. Records of Investigation In Progress (N.J.S.A. 47:1A-3)

1. Notwithstanding the provisions of N.J.S.A 47:1A:1 et seq., where it appears the record or records which are sought to be inspected, copied, or examined shall pertain to an investigation in progress by the Board and/or administration:

a. The right to inspection, copying and/or examination may be denied if the inspection, copying or publication of such record or records will be

inimical/detrimental to the public interest. This provision will not be construed to prohibit the Board and/or custodian from opening such record or records if not otherwise prohibited by law or to prohibit access to a record that was open for public inspection, examination, or copying before the investigation commenced; and

b. If the Board, during the course of an investigation, obtains from another public agency a government record that was open for public inspection, examination or copying before the investigation commenced, the Board will provide the other agency with sufficient access to the record to allow the other agency to comply with requests made pursuant to N.J.S.A. 47:1A-1 et seq.

2. Notwithstanding the provisions of N.J.S.A. 47:1A-1 et seq., the information concerning a criminal investigation will be available to the public in accordance with N.J.S.A. 47:1A-3.b.

D. Inspection, Examination and Copying (N.J.S.A. 47:1A-5 et seq.)

1. The custodian will permit the government record to be inspected, examined, and copied by any person during regular business hours. In the case of a Board of Education having a total district enrollment of 500 or fewer the custodian will permit the records to be inspected, examined and copied during not less than six regular business hours over not less than three business days per week or the entity's regularly-scheduled business hours, whichever is less, unless the government record is exempt from public access as per N.J.S.A. 47:1A-5.a.

2. Prior to allowing access to any government record, the custodian will redact from that record any information which discloses the social security number, credit card number, unlisted telephone number, or driver license number of any person, except:

a. If the record is being used by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf thereof, or any private person or entity seeking to enforce payment of court-ordered child support;

b. With respect to the disclosure of driver information by the Division of Motor Vehicles as permitted by section 2 of P.L.1997, c. 188 (C.39:2-3.4);



c. That a social security number contained in a record required by law to be made, maintained or kept on file by a public agency shall be disclosed when access to the document or disclosure of that information is not

otherwise prohibited by State or federal law, regulation or order or by State statute, resolution of either or both houses of the Legislature, Executive Order of the Governor, rule of court or regulation promulgated under the authority of any statute or executive order of the Governor; and

d. Where an agency can demonstrate an emergent need, a regulation that limits access to government records shall not be retroactive in effect or applied to deny a request for access to a government record that is pending before the agency, the council or a court at the time of the adoption of the regulation.

E. Copy Purchase (N.J.S.A. 47:1A-5 et seq.)

1. The custodian shall charge the requestor a fee for a copy or copies of a government record in accordance with the provisions of N.J.S.A. 47:1A-5.b. Except as otherwise provided by law or regulation, the fee assessed for the duplication of a government record embodied in the form of printed matter shall be $.05 per letter size page or smaller, and $.07 per legal size page or larger.

a. If the school district can demonstrate that its actual costs for duplication of a government record exceed the per page rates, the school district shall be permitted to charge the actual cost of duplicating the record. The actual cost of duplicating the record, upon which all copy fees are based, shall be the cost of materials and supplies used to make a copy of the records, but shall not include the cost of labor or overhead expenses associated with making the copy except as provided for in N.J.S.A. 47:1A-5c. and E.2. below.

b. The calculation of actual costs shall be as follows:

(1) The custodian should contact the school district's supplier(s) to determine the cost of paper and toner. A supplier is wherever the district obtains copying materials such as paper and toner.

(2) The custodian should calculate or contact the copying company to determine the school district's annual school year copying volume.

This volume shall not only include copies pertaining to OPRA requests, but shall include all copying on all copy machines in the district for all purposes.

(3) The custodian should contact the copying company to determine the average paper life of one toner/ink cartridge (i.e. how many pieces of paper the ink or toner should be able to copy.

(4) The custodian shall maintain documentation of all information provided by the copying company or office supplier (i.e. contracts or correspondence from purchasing agent or copying company) regarding this calculation.

(5) The actual calculation is the total cost of paper purchased for one school year plus the total cost of toner purchased for one school year divided by the annual copying volume. This calculation can be averaged for all copy machines in the district that produce letter and legal copies.

(6) Actual copy costs for special copies, such as color printing or blueprints copied within the school district, shall be calculated separately.

c. If the district's calculated per copy actual cost exceeds the enumerated rates set forth in N.J.S.A. 47:1A-5.b. and E.1 above, the school district, if challenged, must demonstrate its actual costs are indeed higher than those enumerated rates and are therefore justified.

d. Access to electronic records and non-printed materials shall be provided free of charge, but the district may charge for the actual costs of any needed supplies such as computer discs.

2. Whenever the nature, format, manner of collation, or volume of a government record embodied in the form of printed matter to be inspected, examined, or copied pursuant to this Regulation is such that the record cannot be reproduced by ordinary document copying equipment in ordinary business size or involves an extraordinary expenditure of time and effort to accommodate the request, the

district will charge, in addition to the actual cost of duplicating the record, a special service charge that will be reasonable and will be based upon the actual direct cost of providing the copy or copies. The custodian will provide the requestor an opportunity to review and object to the charge prior to it being incurred.

3. A custodian shall permit access to a government record and provide a copy thereof in the medium requested if the district maintains the record in that medium. If the district does not maintain the record in the medium requested, the custodian will either convert the record to the medium requested or provide a copy in some other meaningful medium.

4. If a request is for a record in a medium not routinely used by the district; not routinely developed or maintained by the district or requiring a substantial amount of manipulation or programming of information technology, the district will charge, in addition to the actual cost of duplication, a special charge that will be reasonable and based on the cost for any extensive use of information technology, or for the labor cost of personnel providing the service, that is actually incurred by the district or attributable to the district for the programming, clerical, and supervisory assistance required, or both.

5. Immediate access ordinarily will be granted to budgets, bills, vouchers, contracts, including collective negotiations agreements and individual employment contracts, and public employee salary and overtime information.

6. The custodian will adopt a form for the use of any person who requests access to a government record held or controlled by the public agency. The form will provide:

   a. Space for the name, address, and phone number of the requestor and a brief description of the government record sought;

   b. Space for the custodian to indicate which record will be made available, when the record will be available, and the fees to be charged;

   c. Specific directions and procedures for requesting a record;

   d. A statement as to whether prepayment of fees or a deposit is required;

   e. The time period within which the school district is required by N.J.S.A. 47:1A-1 et seq. to make the record available;

f. A statement of the requestor's right to challenge a decision to deny access and the procedure for filing an appeal;

g. Space for the custodian to list reasons if a request is denied in whole or in part;

h. Space for the requestor to sign and date the form; and

i. Space for the custodian to sign and date the form if the request is fulfilled or denied.

7. The custodian will require a deposit against costs for reproducing documents sought through an anonymous request whenever the custodian anticipates that the information thus requested will cost in excess of $5.00 to reproduce.

8. Request for access to a government record shall be in writing and hand-delivered or mailed to the custodian. The custodian will also accept a request for access to a government record that is transmitted electronically.

9. The custodian will promptly comply with a request to inspect, examine, copy, or provide a copy of a government record.

10. If the custodian is unable to comply with a request for access, the custodian will indicate the specific basis therefore on the request form and promptly return it to the requestor.

11. The custodian will sign and date the form and provide the requestor with a copy thereof.

12. If the custodian asserts that part of a particular record is exempt from public access pursuant to N.J.S.A. 47:1A-1 et seq. the custodian will delete or excise from a copy of the record that portion which the custodian asserts is exempt from access and shall promptly permit access to the remainder of the record.

13. If the government record requested is temporarily unavailable because it is in use or in storage, the custodian will advise the requestor and will make arrangements to promptly make available a copy of the record.

14. If a request for access to a government record would substantially disrupt school district operations, the custodian may deny access to the record after attempting to



reach a reasonable solution with the requestor that accommodates the interests of the requestor and the district.

15. Any officer or employee of the district who receives a request for access to a government record will forward the request to the custodian of the record or direct the requestor to the custodian of the record.

16. Unless a shorter time period is otherwise provided by statute, regulation, or executive order, the custodian will grant access to a government record or deny a request for access to a government record as soon as possible, but not later than seven business days after receiving the request, provided that the record is currently available and not in storage or archived.

    a. In the event the custodian fails to respond within seven business days after receiving a request, the failure to respond will be deemed a denial of the request, unless the requestor has elected not to provide a name, address or telephone number, or other means of contacting the requestor.

    b. If the requestor has elected not to provide a name, address, or telephone number, or other means of contacting the requestor, the custodian will not be required to respond until the requestor reappears before the custodian seeking a response to the original request.

    c. If the government record is in storage or archived, the requestor will be so advised within seven business days after the custodian receives the request. The requestor will be advised by the custodian when the record can be made available. If the record is not made available by that time, access shall be deemed denied.

17. A custodian will post prominently in public view in the part or parts of the office or offices of the custodian that are open to or frequented by the public a statement that sets forth in clear, concise and specific terms the right to appeal a denial of, or failure to provide, access to a government record by any person for inspection, examination, or copying or for purchase of copies thereof and the procedure by which an appeal may be filed.

F. Challenge to Access Upon Denial (N.J.S.A. 47:1A-6)

1. A person who is denied access to a government record by the custodian, at the option of the requestor, may:



a. Institute a proceeding to challenge the custodian's decision by filing an action in Superior Court; or

b. In lieu of filing an action in Superior Court, file a complaint with the Government Records Council established pursuant to section 8 of P.L.2001, c. 404 (C.47:1A-7).

2. The right to institute any proceeding under N.J.S.A. 47:1A-6 will be solely that of the requestor. Any such proceeding shall proceed in a summary or expedited manner. The Board will have the burden of proving that the denial of access is authorized by law. If it is determined that access has been improperly denied, the court or agency head shall order that access be allowed. A requestor who prevails in any proceeding shall be entitled to a reasonable attorney's fee.

G. Government Records Council (N.J.S.A. 47:1A-7)

The Board and the custodian of records will comply with the requirements and guidelines from the Government Records Council in accordance with N.J.S.A. 47:1A-7.

H. Common Right Law Right of Access (N.J.S.A. 47:1A-8)

Nothing contained in N.J.S.A. 47:1A-1 et seq. shall be construed as limiting the common law right of access to a government record, including criminal investigative records of a law enforcement agency.

I. Construction with Other Laws (N.J.S.A. 47-1A-9 et seq.)

1. The provisions of this Regulation and N.J.S.A. 47:1A-1 et seq. shall not abrogate any exemption of a public record or government record from public access heretofore made pursuant to N.J.S.A. 47:1A-1 et seq.; any other statute; resolution of either or both Houses of the Legislature; regulation promulgated under the authority of any statute or Executive Order of the Governor; Executive Order of the Governor; Rules of Court; any federal law; federal regulation; or federal order.

2. The provisions of this Regulation and N.J.S.A. 47:1A-1 et seq. shall not abrogate or erode any executive or legislative privilege or grant of confidentiality heretofore established or recognized by the Constitution of this State, statute,

court rule or judicial case law, which privilege or grant of confidentiality may duly be claimed to restrict public access to a public record or government record.

Issued: 2 February 2010
Revised: 19 October 2010

R 8320 PERSONNEL RECORDS

A. Content of Record

1. A personnel file shall be assembled and maintained for each person employed by this district. Each file shall contain the original or copies, as appropriate, of the following documents regarding the employee:

   a. The employee's current correct name, address, telephone number, and birthdate;

   b. Application form, including transcripts of all academic work, records of prior military service, and other supporting documents;

   c. Annual employment contract and/or annual salary notice, signed by the employee;

   d. Certificates and/or licenses required for employment;

   e. Documentation of fulfillment of requirements for any change in salary classification;

   f. Income tax forms;

   g. Retirement registration;

   h. Hospitalization forms;

   i. Annuity forms;

   j. Rate of compensation;

   k. Attendance record, including the starting and ending dates of all leaves of absence, whether the leave was paid or unpaid, and the purpose for which such leaves were granted;

   l. Assignment to positions, including position title and building to which assigned;

   m. Completed evaluations;

n. Reports of disciplinary incidents;

o. Records of special awards, commendations, or distinctions;

p. Oath of allegiance;

q. Reports of routine physical examinations; and

r. Reports of physical and mental examinations required for cause.

2. No information will be placed in an employees' file that does not pertain to the employee's position in this district and the performance of the employee's duties.

3. The content of personnel files will be reviewed annually and material no longer required will be destroyed.

B. Custodian of Personnel Records

1. The Superintendent is custodian of all personnel records.

2. Personnel records shall be maintained in the office of the Superintendent, who shall be records manager responsible for the day-to-day maintenance of the files and for supervising access to the files.

C. Notice of Content of Files

1. Each employee shall be informed of the content of his/her personnel file.

2. Each employee will be notified of the inclusion in his/her file of any document that was not received from the employee or at the direction of the employee.

a. No evaluation form will be placed in a personnel file until it has been reviewed and signed by the employee.

b. No copy of a memorandum or letter sent by an administrator or other school official to an employee will be placed in the employee's file unless the original and copy include the notation "cc: Personnel File" or other clear indication of the author's intention to place the memorandum or letter in the employee's file.



c. No report or letter or memorandum from any source, other than documents referred to in C2b above, may be placed in an employee's file until a copy of the same has been delivered to the employee.

D. Employee Access to Personnel Records

1. Each employee shall be granted access to his/her personnel file in accordance with these regulations, except as may have been negotiated with the employee's majority representative.

2. Written request for access shall be submitted to the Superintendent. Except in unusual circumstances, access shall be granted only during the regular working hours of the office in which the file is kept.

3. The employee shall review the record in the presence of the Superintendent or designee and, at the employee's request, a representative of the employee.

4. No alteration or addition or deletion may be made to the file, except that the employee may append to any document in the file his/her comment on that document.

5. The employee may handcopy any portion of his/her file and may receive photocopies of records on payment of the copying fees established for copies of public records.

E. Appeal of Content of the File

1. The employee may appeal to the Superintendent the exclusion or inclusion of any portion of his/her personnel file or the accuracy of any information in the file.

2. An appeal must be made in writing on a form available in the office of the Superintendent.

3. The Superintendent shall render a decision on the appeal as soon as possible, but not later than ten working days from the time the written appeal is submitted. The Superintendent's decision shall be in writing and shall be delivered to the employee and the records manager responsible for the employee's file.



4. Except as may be otherwise provided by contract negotiated with the employee's majority representative, the appellant may appeal the Superintendent's decision to the Board; a decision of the Board may be appealed to the Commissioner of Education.

F. Access by Board Members and School Officials

1. Personnel files may be inspected by school officials only as required in the discharge of their professional or statutory duties and to the extent required in the discharge of those duties.

2. Personnel files may be inspected by Board members when such inspection relates to the Superintendent's recommendation of a candidate for employment, promotion, transfer, dismissal, or discipline.

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

G. Computerized Records

1. Computerized personnel records may include only the following information about an employee:

   a. Name, address, and telephone number;

   b. Social security number;

   c. Current assignment;

   d. Work experience;

   e. Employment date; and

   f. Salary guide and step.

2. Computerized information may be used only for the following purposes:

   a. Payroll;

   b. An employee's individual employment record; and

   c. Studies, reports, or surveys conducted by the district or a governmental agency and authorized by the Superintendent, provided that such studies, reports, or surveys do not identify specific employees.

Issued: 2 February 2010

R 8330 STUDENT RECORDS

A. Definitions

1. "Access" means the right to view, make notes, and/or reproduce a student record.

2. "Adult student" means a person who is at least eighteen years of age, or is an emancipated minor.

3. "Days in membership" means the number of school days in session in which a student is enrolled. A student's membership begins on the first possible day of attendance following enrollment during the school year, notwithstanding the actual day the student was recorded as present for the first time.

4. "Health history" means the record of a person's past health events obtained in writing, completed by the individual or the individual's physician.

5~~3~~. "Mandated student records" means student records that school districts compile pursuant to State statute, regulation, or authorized administrative directive.

6~~4~~. "Parent" means the natural or adoptive parent, the legal guardian, surrogate parent appointed pursuant to N.J.A.C. 6A:14-2.2, or a person acting in place of a parent (such as a grandparent or stepparent with whom the student lives or a person legally responsible for the student's welfare). Unless parental rights have been terminated by a court of appropriate jurisdiction, the parent retains all rights pursuant to N.J.A.C. 6A:32. In addition, a resource family ~~foster~~ parent may act as a parent pursuant to the provisions of N.J.A.C. 6A:32 if the parent's authority to make educational decisions on the student's behalf has been terminated by a court of appropriate jurisdiction.

7~~5~~. "Permitted student records" means records that the Board of Education has authorized, by resolution adopted at a regular public meeting, to be collected to promote the educational welfare of students.

8. "Personally identifiable information" means, but is not limited to:

   a. The student's name;

   b. The name of the student's parent(s) or other family members;

   c. The address of the student or the student's family;

d. The email address of the student, the student's parent(s), or other family members;

e. The telephone number of the student, the student's parent(s), or other family members;

f. A personal identifier, such as the student's Social Security number, student number, or biometric record;

g. A photo of the student;

h. The location and times of class trips;

i. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;

j. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community who does not have personal knowledge of the relevant circumstances to identify the student with reasonable certainty; or

k. Information requested by a person who the district, or private agency that provides educational services by means of public funds, reasonably believes knows the identity of the student to whom the student record relates.

9. "Physical examination" means the assessment of an individual's health, in accordance with the requirements at N.J.A.C. 6A:16-2.2.

10. "School contact directory for official use" means a compilation by a district that includes the following information for each student: name, address, telephone number, date of birth, and school of enrollment. The directory may be provided for official use only to judicial, law enforcement, and medical personnel.

11. "Student discipline record" means information regarding all disciplinary actions taken against a student by a school district pursuant to N.J.S.A. 18A:36-25.1.b. and that is maintained in a student's record.

12~~7~~. "Student information directory" means a publication of the Board that includes information relating to a student. It shall be used only by authorized school district personnel and for designated official use by judicial, law enforcement, and medical personnel and not for general public consumption. The information shall be the student's name; grade level; date and place of birth; dates of school attendance; major field of study; participation in officially recognized activities; weight and height relating to athletic team membership; degrees; awards; the most recent educational agency attended by the student; and other similar information.

13~~6~~. "Student record" means information related to an individual student gathered within or outside the school district and maintained within the school district regardless of the physical form in which it is maintained. Essential in this definition is the idea that any information that is maintained for the purpose of second party review is considered a student record. Therefore, information recorded by certified school personnel solely as a memory aid and not for the use of a second party is excluded from this definition. In the absence of any "information related to an individual student," the document(s) no longer meets the definition of "student record."

B. General Considerations (N.J.A.C. 6A:32-7.1)

1. The Board shall compile and maintain student records and regulate access in accordance with Federal Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, and 34 CFR Part 99, disclosures, or communication of information contained in student records in a manner that assures the security of the records in accordance with the provisions of N.J.A.C. 6A:32-7.

2. Student records shall contain only information that is relevant to the education of the student and is objectively based on the personal observations or knowledge of the certified school personnel who originate the record.

3. The district shall provide annual, written notification to parents, adult students, and emancipated minors of their rights in regard to student records and student participation in educational, occupational, and military recruitment programs. Copies of the applicable State and Federal laws and Board ~~local~~ policies shall be made available upon request. The Board shall make every effort to notify parents and adult students in their dominant language.

4. Nonadult student may assert rights of access only through their parents. However, nothing in N.J.A.C. 6A:32-7 or in Policy 8330 or this Regulation shall be construed to prohibit certified school personnel from disclosing at their discretion student records to non-adult students or to appropriate persons in connection with an emergency, if the information contained in the record is necessary to protect the health or safety of the student or other persons.

5. The parent or adult student shall have access to the student's records and have access to or be specifically informed about only the portion of another student's record that contains information about the student.

6. All anecdotal information and assessment reports collected on a student shall be dated and signed by the individual who originated the data.

7. The Superintendent or designee shall require all student records of currently enrolled students to be reviewed annually by certified school personnel to determine the education relevance of the information contained therein. The reviewer shall cause information no longer descriptive of the student or educational program to be deleted from the record~~s,~~ except that prior notice shall be given for students with disabilities in accordance with N.J.A.C. 6A:14, Special Education. The deleted information shall be disposed of and not be recorded elsewhere. No record of any such deletion shall be made.

8. No liability shall be attached to any member, officer, or employee of the Board permitting access or furnishing student records in accordance with N.J.A.C. 6A:32-7.

9. When the parent's or adult student's dominant language is not English or the parent or adult student is deaf, the district shall provide interpretation of the student's records in the dominant language of the parents or adult student.

10. Student health records shall be maintained separately from other student records. Student health records also shall be maintained according to the requirements of N.J.A.C. 6A:32-7 until such time as graduation or termination whereupon the health history and immunization record shall be removed from the student's health record and placed in the student's mandated record.

C. School Contact Directory for Official Use (N.J.A.C. 6A:32-7.2)

1. The Board shall compile and maintain, a school contact directory for official use that is separate and distinct from the student information directory.



2. School personnel shall provide information from the school contact directory for official use only to judicial and law enforcement personnel, and to medical personnel currently providing services to the student in question. Upon request from a court, other judicial agency, law enforcement agency, or medical service provider currently providing services to the student in question, school personnel shall promptly verify the enrollment of a student and provide the requester with all information about the student that is contained in the school contact directory for official use.

3. A parent, adult student, or emancipated minor shall notify in writing, the Superintendent or designee of their request to exclude any information from the school contact directory for official use.

D. Mandated and Permitted Student Records (N.J.A.C. 6A:32-7.3)

1. Mandated student records shall include the following:

a. The student's name, address, telephone number, date of birth, name of parent(s), gender, standardized assessment results grades, record of daily attendance, classes attended, grade level completed, year completed, and years of attendance;

b. Descriptions of the student's progress according to the Board student performance data;

c. History and status of physical health compiled in accordance with State regulations, including immunizations and results of any physical examinations given by qualified district employees;

d. Records pursuant to rules and regulations regarding the education of students with disabilities; and

f. All other records required by N.J.A.C. 6A.

2. Permitted student records are those student records not mandated pursuant to N.J.A.C. 6A:32-7.3, but authorized by the Board to promote the student's educational welfare and include the following as authorized by this Board upon



adoption of Policy 8330 and this Regulation. These records may include, but are not be limited to:

a. Personally authenticated observations, assessments, ratings, and anecdotal reports recorded by teaching staff members in the performance of their professional responsibilities and intended for review by another person, provided the record is dated and signed by the originator. Information recorded solely as a memory aid for the originator becomes a student's record when it is reviewed by any other person, including a substitute;

b. Information, scores, and results obtained from standardized tests or by approved tests conducted by professional personnel;

c. Educationally relevant information provided by the parent, adult student;

d. Any correspondence with the student and/or the student's parents;

e. Emergency notification form;

f. New student registration form;

g. Withdrawal or transfer form;

E. Maintenance and Security of Student Records (N.J.A.C. 6A:32-7.4)

1. The Superintendent or designee shall be responsible for the security of student records maintained in the district and shall devise procedures/regulations for assuring that access to student records is limited to authorized persons. Policy and Regulation 8330 assures that access to such records is limited to authorized persons.

2. The Board may store all student records either electronically or in paper format.

3. Student health records, whether stored on paper or electronically, shall be maintained in accordance with N.J.A.C. 6A:32-7.1(I)

4. Records shall be accessible during the hours in which the school program is in operation.

5. Mandated student records required as part of programs established through State administered entitlement or discretionary funds from the U.S. Department of Education shall be maintained for a period of five years after a student's graduation termination or from the district, or to age twenty-three (23), whichever is longer. The mandated student records shall be disposed of in accordance with N.J.S.A. 47:3-15 et seq.

6. Any district or school website shall not disclose any personally identifiable information about a student, in accordance with N.J.S.A. 18A:36-35.

F. Access to Student Records (N.J.A.C. 6A:32-7.5)

1. Only authorized organizations, agencies, or persons as defined in N.J.A.C. 6A:32-7.5 shall have access to student records, including student health records. Access to student records shall be provided to persons authorized such access under N.J.A.C. 6A:32-7.1(g) within ten (10) days of a request, but prior to any review or hearing conducted in accordance with N.J.A.C. 6A.

2. The district may charge a reasonable fee for reproduction of student records, not to exceed the schedule of costs set forth at N.J.S.A. 47:1A-5, provided that the cost does not effectively prevent ~~the~~ parents or adult students from exercising their rights under N.J.A.C. 6A:32-7 or other Federal and State rules and regulations regarding students with disabilities, including N.J.A.C. 6A:14.

3. The district shall control access to, disclosure of, and communication regarding information contained in student health records to assure access only to people permitted by Federal and State statute and regulations or as stated in N.J.A.C. 6A:32-7.5(e) and F.5. below.

4. Access to, and disclosure of, a student health record shall meet the requirements of FERPA, 20 U.S.C. §1232g, and 34 CFR Part 99.

5. Organizations, agencies, and persons authorized to access student records shall include only the following:



a. The student who has written permission of a parent and the parent of a student under the age of eighteen, regardless of whether the child resides with the parent, except pursuant to N.J.S.A. 9:2-4;

(1) The place of residence shall not be disclosed; and

(2) Access shall not be provided if denied by a court;

b. Students at least sixteen years of age who are terminating their education in the district because they will graduate secondary school at the end of the term or no longer plan to continue their education;

c. An adult student and/or a parent who has the written permission of an adult student, except that the parent shall have access without the adult student's consent, as long as the adult student is financially dependent on the parent and enrolled in the public school system, or if the adult student has been declared legally incompetent by a court of appropriate jurisdiction. The parent of a financially dependent adult student may not disclose information contained in the adult student's record to a second or third party without the adult student's consent;

d. Certified school district personnel who are assigned educational responsibility for the student shall have access to the general student record but not to the student health record except under conditions permitted in N.J.A.C. 6A:16-2.4;

e. Certified educational personnel who have assigned educational responsibility for the student and who are employed by agencies listed below shall have access to the general student record, but not to the student health record, except under conditions permitted at N.J.A.C. 6A:16-2.4:

(1) An approved private school for students with disabilities;

(2) A State facility;

(3) Accredited nonpublic schools in which students with disabilities have been placed pursuant to N.J.S.A. 18A:46-14; or

(4) Clinics and agencies approved by the New Jersey Department of Education;



f. To fulfill its legal responsibility, the Board shall have access through the Superintendent or designee to information contained in the student's record. Information shall be discussed in executive session, unless otherwise requested by the parent or adult student;

g. Secretarial and clerical personnel under the direct supervision of certified school personnel shall be permitted access to portions of the record to the extent necessary for the entry and recording of data and the conducting of routine clerical tasks. Access shall be limited only to student files in which such staff are directed to enter or record information, and shall cease when the specific assigned task is completed;

h. Accrediting organizations to carry out their accrediting functions;

i. The Commissioner of Education and New Jersey Department of Education staff members who are assigned responsibility that necessitates the review of such records;

j. Officials of other Boards of Education within the State or other educational agencies or institutions where the student is placed, registered, or seeks to enroll, subject to the following conditions:

(1) Original mandated student records that schools have been directed to compile by New Jersey statute, regulation, or authorized administrative directive shall be forwarded to the receiving district, agency, or institution with written notification to the parent or adult student;

(2) Original mandated student records that the Board has required shall be forwarded to the receiving district, agency, or institution only with the written consent of the parent or adult student, except where a formal sending-receiving relationship exists between the districts;

(3) All records to be forwarded, including disciplinary records as specified at N.J.S.A. 18A:36-19a., shall be sent to the Superintendent of the school district to which the student has transferred, or the Superintendent's designee, within ten school days after the transfer has been verified by the requesting district;



(4) The Superintendent or designee shall request, in writing, all student records from the school district of last attendance within two weeks from the date that the student enrolls in the new school district;

(5) Upon request, the Superintendent or designee of the school district of last attendance shall provide a parent(s) or an adult student with a copy of the records disclosed to other educational agencies or institutions; and

(6) Proper identification, such as a certified copy of the student's birth certificate or other proof of the student's identity pursuant to N.J.S.A. 18A:36-25.1, shall be requested at the time of enrollment in a new school district;

k. Officials of the United States Department of Education assigned responsibilities that necessitate review of such records;

l. Officers and employees of a State agency responsible for protective and investigative services for students pursuant to N.J.S.A. 9:6-8.40. Whenever appropriate, the Board shall ask the State agency for its cooperation in sharing the findings of an investigation;

m. Agency caseworkers or other representatives of a State or local child welfare agency who have the right to access a student's case plan when the agency or organization is legally responsible, in accordance with State law, for the care and protection of the student, consistent with 20 U.S.C. §1232g(b)(1)(L);

n. Organizations, agencies, and persons from outside the school if they have the written consent of the parent or adult student. Organizations, agencies, and persons shall not transfer student record information to a third party without the written consent of the parent or adult student;

o. Organizations, agencies, and individuals outside the school, other than those specified in N.J.A.C. 6A:32-7.5, upon the presentation of a court order; and

p. Bona fide researchers who explain to the Superintendent the nature of the research project and the relevance of the records sought. Prior to the release of records to a researcher, the Superintendent or designee, shall receive from the researcher written assurance that the records will be used under strict conditions of anonymity and confidentiality.



6. Nothing in N.J.A.C. 6A:32-7, Policy 8330, and this Regulation shall be construed to prohibit school personnel from disclosing information contained in the student health record to students or adults in connection with an emergency, if such knowledge is necessary to protect the immediate health or safety of the student or other persons.

7. In complying with N.J.A.C. 6A:32-7, Policy 8330, and this Regulation, the Board shall adhere to the requirements pursuant to the Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., and FERPA, 20 U.S.C. §1232g; 34 CFR Part 99.

   a. When responding to OPRA requests from any party, including parties other than those listed in N.J.A.C. 6A:32-7.5(e) and F.5. above, the Board may release, without consent, records removed of all personally identifiable information, as such documents do not meet the definition of a student record. Before making any release, the Board shall have made a reasonable decision that a student's identity cannot be determined whether through single or multiple releases, or when added to other reasonably available information.

G. Conditions for Access to Student Records (N.J.A.C. 6A:32-7.6)

1. All authorized organizations, agencies, and persons defined in N.J.A.C. 6A:32-7. as listed below shall have access to a student record, subject to the following conditions:

a. No student record shall be altered or disposed of during the time period between a request to review the record and the actual review of the record.

b. Authorized organizations, agencies, and persons from outside the school whose access requires the consent of parents or adult students shall submit to the Superintendent or designee the request in writing together with any required authorization.

c. The Superintendent or designee shall be present during the period of inspection to provide interpretation of the records where necessary and to prevent their alteration, damage, or loss. In every instance of inspection of student records by persons other than parents, student, or individuals who have assigned educational responsibility for the individual student, an entry shall be made in the student's record of the names of persons granted access, the reason access was granted, the time, and circumstances of inspection, the records inspected and the purposes for which the data will be used.



d. Prior to disclosure of student records to organizations, agencies, or persons outside the school district pursuant to a court order, the Superintendent or designee shall give the parent or adult student at least three days' notice of the name of the requesting agency and the specific records requested unless otherwise judicially instructed. The notification shall be provided in writing if practicable. Only records related to the specific purpose of the court order shall be disclosed.

(1). Notice to the parent shall not be required when the parent is party to a court proceeding involving child abuse and neglect or dependency matters, consistent with 20 U.S.C. § 1232g(b)(2)(B).

e. A record may be withheld from a parent or from an adult student only when the ~~school~~ district obtains a court order or is provided with evidence that there is a court order revoking the right to access. Only that portion of the record designated by the court shall be withheld. When the district has or obtains evidence of such court order, the parent or adult student shall be notified in writing within five days of the request that access to the record has been denied, and that the person has the right to appeal this decision to the court issuing the order.

H. Rights of Appeal for Parents and Adult Students (N.J.A.C. 6A:32-7.7)

1. Student records are subject to challenge by parents and adult students on grounds of inaccuracy, irrelevancy, impermissible disclosure, inclusion of improper information, or denial of access to organizations, agencies, and persons. The parent or adult student may request:

a. Expungement of inaccurate, irrelevant, or otherwise improper information from the student record;

b. Insertion of additional data, as well as reasonable comments regarding the meaning and/or accuracy of the student record;

c. The immediate stay of disclosure pending final determination of the challenged procedure as described in N.J.A.C. 6A:32-7; and/or

d. Immediate access to student records for organizations, agencies, and persons denied access, pending final determination of the challenged procedure, as described in N.J.A.C. 6A:32-7

2. To request a change in the student record or to request a stay of disclosure pending final determination of the challenged procedure, a parent or adult student shall



notify, in writing, the Superintendent of the specific issues relating to the student record:

a. Within ten (10) school days of notification, the Superintendent or designee shall notify the parent or adult student of the ~~school~~ district's decision. If the school district disagrees with the request, the Superintendent or designee shall meet with the parent or adult student to resolve the issues set forth in the appeal

b. If the matter is not satisfactorily resolved, the parent or adult student has ten (10) school days to appeal the district's decision.

c. If an appeal is made to the Board ~~of Education~~, the Board shall render a decision within twenty (20) school days.

d. The decision of the Board may be appealed to the Commissioner pursuant to N.J.S.A. 18A:6-9 and N.J.A.C. 6A:3, Controversies and Disputes. At all stages of the appeal process, the parent or adult student shall be afforded a full and fair opportunity to present evidence relevant to the issue.

e. A record of the appeal proceedings and outcome shall be made a part of the student record with copies made available to the parent or adult student.

3. Appeals relating to student records of students with disabilities shall be processed in accordance with the requirements of N.J.A.C. 6A:32-7.7(b) and I.2. above.

4. Regardless of the outcome of any appeal, a parent or adult student shall be permitted to place in the student record a statement commenting upon the information in the student record or setting forth any reasons contesting a portion of the student record, including the decision made in the appeal. The parent's or adult student's statement shall be maintained as part of the student record, as long as the contested portion of the student record is maintained. If the contested portion of the student record is disclosed to any party, the statement commenting upon the information shall also be disclosed to that party.

I. Retention and Disposal of Student Records (N.J.A.C. 6A:32-7.8)

1. A student's record is considered to be incomplete and not subject to the provisions of the Destruction of Public Records Law, N.J.S.A. 47:3-15 et seq., while the student is enrolled in the ~~school~~ district.

a. The Board shall retain the student's health record and the health history and immunization record according to the School District Records Retention Schedule, as determined by the New Jersey State Records Committee.

2. Student records of currently enrolled students, other than the records described at N.J.A.C. 6A:32-7.8(f) and I.5. below, may be disposed of after the information is no longer necessary to provide educational services to a student. The disposition shall be carried out only after the parent or adult student has been notified in writing and written permission has been granted, or after reasonable attempts to notify the parent or adult student and to secure permission have been unsuccessful.

3. Upon graduation or permanent departure of a student from the district, the parent or adult student shall be notified in writing that a copy of the entire student's record will be provided to them upon request.

a. The parent or adult student shall be notified in writing that a copy of the entire student record will be provided to them upon request.

b. Information in student records, other than that described at N.J.A.C.6A:32-7.8(f) and I.5. below, may be disposed of, but only in accordance with the Destruction of Public Records Law, N.J.S.A.47:3-15 et seq. The disposition shall be carried out only after the parent or adult student has been notified in writing and written permission has been granted, or after reasonable attempts to notify the parent or adult student and to secure permission have been unsuccessful and prior written authorization has been obtained from

the New Jersey State Records Committee in the New Jersey Department of the Treasury.

4. No additions shall be made to the record after graduation or permanent departure without the prior written consent of the parent or adult student.

5. The district of last enrollment, graduation, or permanent departure of the student from the school district shall keep for one hundred years a mandated record of a student's name, date of birth, name of parents, gender, health history and immunization, standardized assessment results, grades, attendance, classes attended, grade level completed, year completed, and years of attendance.

Issued: 2 February 2010
Revised: 26 April 2017
Revised: 7 March 2023



R 8420 EMERGENCY AND NON-FIRE EVACUATION PLAN

The need for orderly and safe evacuation during certain situations is critical to the safety of the occupants of a school building. If such a threat is deemed immediate, credible, and reasonable, the Principal or designee may order a non-fire building evacuation. In the event the Principal or designee believes a threat does not exist or immediate evacuation is not required, the Principal or designee shall review the situation with the Superintendent of Schools, who may consult with local law enforcement officials to review the threat risk.

A. Procedures in the Event it is Determined a Non-Fire Evacuation if Warranted

1. The Principal or designee will immediately order a non-fire evacuation of the school building. The notification process may be the school's fire alarm system, a notice over the school's public address system, or any other method deemed appropriate by the Principal or designee to inform building occupants to evacuate the school building. The evacuation may be an entire or partial building evacuation depending on the circumstances.

2. The Principal or designee will:

   a. Immediately call local law enforcement officials;

   b. Immediately call the Superintendent of Schools;

   c. Ensure any school buses enroute to the school or other vehicles entering the school grounds are redirected to a designated alternative location pending further instructions from law enforcement officials.

   d. Notify and maintain contact with the Superintendent of Schools regarding the communication to be released to parents, community and media; and

   e. Allow local enforcement officials to control the scent upon their arrival.

3. School staff members, upon receiving notice the school needs to be evacuated, will:

   a. Direct students to gather personal belongings in the classroom or within their immediate area;
   b. Instruct students not to use any electronic communication device until instructed otherwise;

c. Close the windows and doors of their vacated rooms and turn off any light or electrical switch;

d. Take the student roster and the day's attendance;

e. Lead their class or the students under their supervision upon receiving the evacuation notice to the evacuation area;

f. Take attendance when arriving at the evacuation area and report any additional students or missing students to the Principal or designee;

g. Not allow any student to re-enter the building, leave the evacuation area, or be dismissed from school unless authorized by the Principal or designee or law enforcement officials; and

h. Not speak to the media or permit media to interview any student.

B. Procedures After it is Determined the School Building Can be Reoccupied

1. The Principal or designee, upon a determination by school and law enforcement officials that the threat or risk is concluded, will direct the reoccupation of the building.

2. If it is determined the building is not safe to re-enter, the Principal or designee will notify school officials of the situation at the evacuation assembly locations. If it is determined students will be released for the day, the Principal or designee, in consultation with the Superintendent of Schools, will coordinate student dismissal procedures from the evacuation assembly areas and family notification and reunification protocols.

3. The school district will provide school district staff and other school district crisis response team members to provide counseling and support as needed.

Critical Incident Response Procedures for School Administrators, Faculty and Staff – The New Jersey Office of Homeland Security and Preparedness and the New Jersey Department of Education – 2010

Adopted: September 14, 2010
Revised: June 28, 2011



R 8420.1 FIRE AND FIRE DRILLS

A. Fire Drills

1. The Principal of each school building will conduct at least one fire drill each month within school hours, including any summer months during which the school is open for instructional programs. The Principal shall require all teachers to keep all doors and exits of their respective rooms and buildings unlocked during school hours. Where school buildings have been provided with fire escapes, they shall be used by a part or all of the students performing every fire drill.

   Attempts should be made to conduct drills in various weather conditions and at various times of the school day. Fire drills should be unannounced to school staff and students. The Principal shall inform local firefighting officials whenever a fire alarm is for drill purposes.

   An actual fire that occurs at a school building during the month and includes activities which are the equivalent of a drill shall be considered a drill for the purposes of meeting the requirements of this Regulation and N.J.S.A. 18A:41-

2. The fire alarm shall be by a building-wide audible signal. Alarm signals should be tested regularly.

3. When the fire alarm rings, each staff member supervising students ~~teacher~~ will:

   a. Direct students to form into a single file line and proceed along the evacuation route to the nearest exit designated for evacuation;

   b. Close the windows of the room and turn off all lights and audio-visual equipment;

   c. Take the class register or roll book;

   d. Ascertain that all students have left the room and that any student who may have left the classroom prior to the fire drill is located and escorted from the building;

e. Close all doors to the room when the room is empty and keep all doors and exits of their respective rooms and buildings unlocked during the school hours, except during an emergency lockdown or an emergency lockdown drill;

f. Ensure their assigned students class have left the school along the route prescribed in the school evacuation plan. In the event a school building has been provided with fire escapes, they shall be used by a part or all of the students performing every fire drill;

g. Direct ~~his/her~~ students to a location not less than a distance twice the height of the building walls and keep the students in a single file line facing the building;

h. Take attendance to determine all students who reported to ~~his/her~~ class have been evacuated from the building and report immediately to the Principal any student who is unaccounted for; and

i. When the recall signal is given, conduct students back to the classroom.

4. Evacuation of the school in a fire drill must be conducted quickly and quietly and in an orderly fashion. Students must be silent, refrain from talking and running, and remain in closed, single file lines. Any student or staff member whose behavior disrupts the conduct of the fire drill shall be reported to the Principal and will be subject to discipline.

5. All persons in the school must leave the building during a fire drill, including all aides, visitors, volunteer workers, and all office, cafeteria, custodial, and maintenance employees, except those employees who have been assigned specific duties to be performed in the school building during a fire drill.

6. Physical education classes in progress outside the building should stop the game activity and line up in place or in their regularly assigned drill position.

7. Students will be instructed not to gather belongings to take outside on the fire drill. In inclement or cold weather, students may pick up their coats and put them on as they exit the building, provided no time is lost in that activity.

8. The office employee responsible for keeping the central attendance register, or a designated substitute, must carry the register out of the building during the drill.

9. Each Principal shall report monthly to the Superintendent on the conduct of fire drills. Their report will include the date, weather conditions, and time to evacuate for each drill conducted, as well as any comments that could assist in improving the conduct of future drills.

10. Every fire drill will be conducted with seriousness and with the assumption that prompt evacuation is actually required for the safety and survival of persons in the school.

11. Principals are encouraged to change the circumstances of fire drills so that staff members and students are subjected to various conditions and learn to respond to them quickly, constructively, and safely. Any such variations should take into account the ages and abilities of children.

    a. One or more exits may be designated as "blocked" so that students are required to use alternative evacuation routes.

    b. A fire drill may be designated as a "smoke drill" so that students learn to avoid the hazards of smoke by walking in a low or crouching position (not a crawling position).

B. Fire

1. A school staff member or any building occupant who detects a fire in a school building or on school grounds shall immediately report the fire calling 911 and/or by activating a fire alarm pull station in accordance with law.

2. The school staff member or building occupant shall also report the fire to the school Principal, if possible.

3. In the event of a fire in a school building, the school Principal shall immediately sound the fire alarm, in the event the fire alarm had not been previously activated, for the evacuation of all students, staff members, visitors, and volunteers.

4. Evacuation shall be conducted in accordance with the fire drill procedures established in A. above, except that no employee may remain in the building to perform specific duties.

5. As a precaution, the Principal or designee will maintain a record of disabled students who may require special attention in the event of fire or other evacuation.



Fire fighters will be promptly informed of the location and special circumstances of each such student.

6. As soon as practicable after the incident, the Principal shall submit a report to the Superintendent on the appropriate form.

7. The school district shall immediately notify the appropriate local fire department of any fire which occurs in a school building or on school property in accordance with N.J.S.A. 18A:41-5.

C. Fire and Smoke Doors

Every Principal and custodian/janitor in each school building in the district which has a furnace room, hallway, or stair-tower fire or smoke doors shall keep them closed during the time the school building is occupied by teachers and students pursuant to N.J.S.A. 18A:41-2.

Adopted: 2 February 2010
Revised: 14 September 2010
Revised: 15 March 15 2022

R 8420.2 BOMB THREATS

A "bomb threat" consists of a message regardless of the source or form or truth of the message that someone has placed or intends to place in the school an explosive device or any material that will cause significant harm to persons in the school or damage to school property. The procedures to be enacted when a bomb threat is received shall be included in the school district's plans, procedures, and mechanisms for school safety and security in accordance with the provisions of N.J.A.C. 6A:16-5.1 and Policy 8420.

Adopted: 2 February 2010
Revised: 28 June 2011
Revised: 7 March 2023

R 8420.3 NATURAL DISASTERS AND MAN-MADE CATASTROPHES

A. Definitions

1. "Natural disasters" include floods, hurricanes, earthquakes, lightning strikes.

2. "Man-made catastrophes" include explosions, toxic hazards, airplane accidents, nuclear accidents, attacks.

B. Procedures

1. The Principal of each school building is responsible for responding quickly and reasonably to all natural disasters and man-made catastrophes. The Principal's primarily goal in any emergency is the protection of the students and staff members assigned to his/her building.

2. The Principal shall cooperate with local law enforcement officers, civil defense agencies, and other appropriate authorities.

3. All reasonable efforts will be made to predict or anticipate the occurrence of a natural disaster or manmade catastrophe and to take such steps in advance as may be necessary to protect students and staff and, if possible, school property.

4. Any school employee who detects or suspects a natural disaster or man-made catastrophe shall immediately notify the Principal, who shall immediately evaluate and/or verify the report. The Principal shall report an impending disaster or catastrophe to the Superintendent and the appropriate police or civil authority.

5. If necessary and prudent, the school will be evacuated in accordance with the fire drills procedures set forth in Regulation No. 8420.1. The alarm for a disaster or catastrophe will be a building designated signal.

6. Until their students are sent home or they are otherwise excused from their duties, classroom teachers will attend to the needs of the students assigned to them. Other teaching staff members and support staff members will report to the Principal or their immediate supervisor for direction. The following personnel should be prepared to take the actions indicated at the direction of the Principal.

a. The school nurse will set up a station for the treatment of injuries and caring for injured and shocked persons until transportation to hospital facilities is available.

b. The head custodian will survey the damage, if any, done to essential school building services, such as electrical, gas, water, and fuel. He/She will report any such damage to the Principal along with any recommendations for repair or substitution.

7. If the school cannot or should not be re-entered, parents will be notified and students will be sent home as follows:

   a. Students who ordinarily walk to school will be excused, and

   b. Students who ride school buses will be excused as soon as bus transportation is available,

8. Students who cannot be sent home safely shall be sheltered in a safe place in the school or in the place designated for out-of-school shelter in the school evacuation plan. A teaching staff member will be assigned to supervise any such students until they can be transferred to the parent or responsible adult designated by the parent.

9. Parent(s) or legal guardian(s) will be informed of the school's response to the disaster or catastrophe by implementation of the parent call chain established pursuant to Regulation No. 8420. Reasonable efforts will be made to inform parent(s) or legal guardian(s) promptly of the nature of the emergency and to assure them of their children's safety.

10. The Principal, other administrators, and all school staff members will strive to discharge their responsibilities calmly, intelligently, and prudently.

11. The Principal will make a written report to the Superintendent on the nature of the emergency, the actions taken in response to the emergency, and the outcome of those actions. The report will detail, as necessary, the actions of specific staff members and make such recommendations for commendation or discipline as may be appropriate.

Adopted: 2 February 2010

R 8420.4 KIDNAPPING

A. Definition

1. A person is a victim of kidnapping:

   a. When a person is unlawfully removed from the school or school grounds; or

   b. When a person is unlawfully confined with the purpose of holding the victim for ransom, reward, as a shield, or hostage; or

   c. When a person is unlawfully removed from the school or school grounds or a substantial distance from where he or she is found in school or on school grounds; or

   d. When a person is unlawfully confined for a substantial period of time with any of the following purposes:

      (1) To facilitate commission of a crime or flight thereafter, or

      (2) To inflict bodily injury on or terrorize the victim.

B. Procedures

1. The following procedures shall be implemented in the event there is reason to believe a student has been kidnapped. The Building Principal or designee will:

   a. Notify the local law enforcement agency;

   b. Immediately notify the Superintendent of Schools;

   c. Check school records to determine whether there is a legal custody issue; and

   d. Contact the student's parent(s) or legal guardian(s).

   The Building Principal or designee will be prepared to provide law enforcement authorities information about the student (to the extent possible) including: a physical description of the student; any photograph of

the student; information regarding known friends of the student; the names of any potential witnesses to an abduction; a description of an abductor; and other information that may be helpful to law enforcement in locating the student.

2. The Building Principal or designee will alert school staff to the possible kidnapping and solicit staff assistance in obtaining information that may be helpful to law enforcement in locating the student.

3. The administrative staff will encourage all staff members remain calm to prevent panic.

Issued: 2 February 2010

R 8420.5 ASBESTOS RELEASE

The Board of Education recognizes certain buildings in the school district may contain asbestos. The Board and school staff members have implemented the necessary safety measures to eliminate the possibility of asbestos fiber release episodes to ensure the safety of all building occupants. The district maintains an Asbestos Management Plan as required by the Asbestos Hazard Emergency Response Act (AHERA). The following procedures shall be implemented in the event of an inadvertent disturbance that causes an asbestos fiber release episode in a school district building.

Procedures

1. The area where the fiber release may have occurred shall be immediately evacuated;

2. The building's heating, ventilating, and air conditioning system shall be shut down;

3. The area where the fiber release may have occurred shall be sealed off and doors shall be closed;

4. The Superintendent and building maintenance supervisor shall be immediately contacted;

5. The names of all persons who were in the area where the fiber release may have occurred shall be recorded and maintained in separate file;

6. The Building Principal or designee shall communicate to the parents/legal guardians of students, staff, and other occupants of the building as necessary; and

7. The school district shall take such action as necessary depending on whether asbestos fibers were released.

Issued: 2 February 2010

R 8420.6 ACCIDENTS TO AND FROM SCHOOL

The Board of Education recognizes that school staff and/or school students may be involved in an accident on their way to or on their way home from school. The school district or school building, depending on the circumstances, will follow these procedures, when practical, in the event there is an accident involving a school staff member or student who is on their way to or on their way home from school.

Procedures

1. The person receiving notice of an accident shall immediately contact police, fire, or rescue department as appropriate. In the event the person receiving notice of such accident is a student, the student shall immediately notify the Building Principal or designee. In the event the person receiving notice is a school staff member, the staff member shall notify the Building Principal or designee, or their immediate supervisor after contacting police, fire, or rescue department as appropriate.
2. The Building Principal or designee, or the immediate supervisor, shall immediately contact the Superintendent of Schools.
3. The Building Principal or designee, or the immediate supervisor, shall notify the parent(s) or legal guardian(s), spouse, or individual identified on the emergency card as appropriate.
4. In the event the police, fire, or rescue department is aware of the accident when the district is notified of the accident, the Building Principal or designee, or the immediate supervisor shall continue to attempt to notify the parent(s) or legal guardian(s), spouse or individual identified on the emergency card as appropriate.
    a. If the parent(s) or legal guardian(s), spouse or individual identified on the emergency card, is unavailable, the Building Principal or designee, or the immediate supervisor shall discuss the situation, as appropriate, with an associate at the place of employment of the parent(s) or legal guardian(s), spouse, or emergency contact.
    b. If contacts are unsuccessful, the Building Principal or designee, or the immediate supervisor will attempt to contact relatives, neighbors, or faith-based institutions, as appropriate.
5. The school district may send a staff member to the scene of the accident, if appropriate.

Issued: 2 February 2010

R 8420.7 LOCKDOWN PROCEDURES

In the event it is determined by the Principal or designee a circumstance or situation requires the school building's occupants to remain secure within the school building, the Principal or designee may implement lockdown procedures. The ~~following~~ procedures to ~~shall~~ be enacted during a lockdown shall be included in the school district's plans, procedures, and mechanisms for school safety and security in accordance with the provisions of N.J.A.C. 6A:16-5.1 and Policy 8420.

Adopted: 28 June 2011
Revised: 7 March 2023

REGULATION

NORTH CALDWELL BOARD OF EDUCATION

R 8420.10 ACTIVE SHOOTER

An active shooter or armed assault in a school building or on school grounds involves one or more individuals' intent on causing physical harm to students and school staff. Intruders may possess weapons or other harmful devices. The procedures to be enacted during an active shooter or armed assault situation shall be included in the school district's plans, procedures, and mechanisms for school safety and security in accordance with the provisions of N.J.A.C. 6A:16-5.1 and Policy 8420

Adopted: 28 June 2011
Revised: 7 March 2023

R 8431 TOXIC HAZARD PREPAREDNESS PROGRAM

The following procedures are established to guide the Toxic Catastrophe Preparedness Officer in the implementation of Policy No. 8431.

1. The Toxic Hazard Preparedness (THP) Officer should obtain municipal tax maps of the area within the survey zone and mark on the maps the location of each facility that is potentially dangerous: chemical plants, waste treatment plants, industrial plants, dumps, storage yards, hazardous waste disposal sites, and so forth.

2. The THP Officer should contact county health departments and the fire and police departments in municipalities within the survey zone to determine which, if any, have completed a plan for emergency response to industrial accidents.

3. The THP Officer should contact the county health department and local fire and police departments and solicit their cooperation in determining the facilities that may pose a danger to one or more district schools.

4. The THP officer may obtain information regarding compliance with the Worker and Community Right to Know Act by calling 609-984-3219. Information regarding compliance with the Toxic Catastrophe Prevention Act may be obtained by calling the project office at 609-984-3641. A copy of a facility's environmental survey may be requested by written request to:

   New Jersey Department of
   Environmental Protection
   401 East State Street
   Trenton, New Jersey 08625

5. The THP Officer should visit each of the facilities identified and attempt to enlist the aid of the plant manager. Without suggesting that the plant is mismanaged or a threat to the community, the THP officer should seek the plant manager's cooperation in:

   a. Notifying immediately the district central office and, if appropriate, the Principal of one or more schools in the event of an accident that might adversely affect students and staff members;

   b. Suggesting appropriate measures to be taken in response to an accident;

c. Suggesting appropriate emergency equipment and supplies that should be kept on hand in the school nurse's office for use in the event of an industrial accident; and

d. Training the district nursing staff in coping with the consequences of exposure to a hazardous substance.

6. The THP Officer shall request local fire and police officers to notify school officials immediately in the event of an industrial accident known to them which might adversely affect students and school staff members. The THP Officer shall also request the aid of fire and police officers as circumstances dictate.

7. The THP Officer will assist the Superintendent in planning and implementing an in-service program to train school district employees in recognizing a toxic condition and responding properly to the hazard.

R 8441 CARE OF INJURED AND ILL PERSONS

A. Immediate Attention

These regulations apply when a person--student, staff member, or visitor--on school premises or in the course of a school-sponsored event or field trip is injured or becomes suddenly ill. The school staff member or other responsible adult present who takes charge should act quickly but not hastily.

1. The injury or illness shall be reported immediately to the school nurse or, in the absence of the school nurse, to the Principal. The report may be made by another adult or by a student messenger.

2. If it is clearly evident that the illness or injury is serious, emergency medical assistance shall be immediately summoned by telephone call to 911.

3. Notify parent(s) or legal guardian(s); if staff member, notify next of kin.

4. The victim shall be examined for breathing obstructions, bleeding, and broken bones to determine extent of injury or cause of illness.

5. The use of universal precautions should be strictly adhered to: wear gloves when touching blood or other bodily fluids, secretions, or surfaces contaminated by these fluids.

6. The victim shall be checked for the presence of a necklace or bracelet that identifies a particular medical problem such as diabetes or epilepsy.

7. The victim will not be moved, except as may be absolutely necessary to remove the person from a dangerous environment. If necessary, furniture or equipment will be moved to permit space around the victim.

8. The victim should be made as comfortable as possible, without moving him/her, by loosening binding clothing and providing warm coverings.

9. No food or liquid should be given to the victim except on the orders of a health professional.

10. The victim should be reassured that he/she is receiving or is about to receive medical assistance.

B. Emergency First Aid Procedures

The school nurse shall administer the following emergency first aid procedures, as appropriate to the victim's illness or injury. If the school nurse is not available or cannot be summoned quickly or the victim's illness or injury is so serious as to warrant immediate attention, these first aid procedures may be followed by the responsible adult present.

1. ALLERGIC REACTIONS/ANAPHYLAXIS

The victim may show sudden swelling of the skin (hives) and mucous membranes, difficulty in breathing, wheezing, increased pulse rate, nausea, abdominal cramps, vomiting, fall in blood pressure with weak pulse.

The use of a single dose auto-injector for epinephrine may be indicated. The school nurse or trained delegate shall decide whether or not to administer the appropriate dose.

In a severe allergic (anaphylaxis) reaction and whenever epinephrine is given, 911 should be called and the victim should be taken immediately to hospital emergency services.

2. ASTHMA

a. Assess respiratory status.

b. If on an inhaler, have victim use as per his/her health care plan.

c. If symptoms are not relieved, notify parent(s) or legal guardian(s).

d. If child is in severe respiratory distress, call 911; transport to hospital emergency services if symptoms persist.

3. BLEEDING, SEVERE

a. Apply direct pressure on wound with dressing, if available; if no dressing is available, the gloved or otherwise protected hand or fingers may be used until a dressing can be obtained.

b. Unless there is evidence of a fracture, a severe wound of the hand, neck, arm, or leg should be elevated above the level of the victim's heart, continue to pressure.

c. Apply pressure on the supplying artery if severe bleeding does not stop after application of direct pressure plus elevation.

4. BREATHING OBSTRUCTION

a. Establish that the victim does not respond; use head tilt, chin lift to open the airway.

b. Initially, if victim is not breathing, give two full breaths that make the chest rise.

c. Maintain the head tilt, chin lift and look, listen, and feel for exhalation of air. Check the pulse for at least five but no more than ten seconds.

d. If there is no pulse and no breathing, cardiopulmonary resuscitation (CPR) should be commenced by a person trained to give CPR.

e. If there is a pulse but no breathing, mouth-to-mouth breathing should be continued until the victim breathes spontaneously.

5. BURNS, MAJOR

The victim has sustained a second- or third-degree burn, i.e. has burned the epidermis and underlying dermis and perhaps underlying tissues, possibly over a large area; the skin will appear red and blistered or, in a very serious burn, white or blackened.

a. If the burn was caused by exposure to a chemical,

(1) Flush the affected area under cool running water for at least fifteen minutes;

(2) Apply any first aid measures specified on the chemical container;

(3) Cover the burn with a clean, dry loose dressing or cloth; and

(4) Take the victim to hospital emergency services.



b. If the burn is a second degree burn,

(1) Rinse the burn with cool water for up to ten minutes;

(2) Do not apply ice, ointments, butter or other "home remedies";

(3) Cover affected area with clean, dry, loose dressing or cloth; and

(4) Do not break blisters to avoid the risk of infection.

c. If the burn is a third degree burn,

(1) Flush the burned area with cool water for approximately ten minutes;

(2) Do not apply ice, ointments, butter or other "home remedies"; and

(3) Cover affected area loosely with a clean dry dressing or cloth. Transport him/her to hospital emergency services or, if the burn affects more than ten percent of the body, transport to the Burn Center at St. Barnabas. For twenty-four transportation to the Burn Center, call 973-322-5920.

6. CHOKING

a. Establish if victim can cough, speak or breathe;

b. If foreign body visible; and accessible, remove from mouth with fingers;

c. Use abdominal thrusts (Heimlich Maneuver) to relieve choking in adults and children over 1 year of age;

d. Give each abdominal thrust with the intent of relieving the obstruction. It may be necessary to repeat the thrust several times to clear the airway; and

e. If the victim is pregnant or obese, perform chest thrusts instead of abdominal thrusts.

7. CONCUSSION

The victim may be dazed or unconscious, bleed from mouth, nose or ears; have rapid but weak pulse; have eye students unequal in size; complain of headache and dizziness; be nauseated or vomiting,

a. Keep victim lying down and warmly covered.

b. Assess level of consciousness.

c. Ice or cool compress may be applied to head.

d. Control any bleeding; apply dressing as needed.

e. Notify parent(s) or legal guardian(s).

f. Medical attention must be sought to determine extent of injury.

8. SEIZURE

a. Protect the victim from self-injury by lying him/her down, preferably on a padded surface, and loosen his/her clothing.

b. Turn the victim's head to one side to keep the airway open and permit saliva to flow out of the mouth. Do not place a finger in the victim's mouth or try to force open the victim's clenched jaws.

c. Do not restrain the victim unless gentle restraint is necessary to prevent self-injury.

d. If vomiting occurs, turn the head so that vomitus is expelled from the mouth and is not inhaled.

e. Notify parent(s) or legal guardian(s).

f. If the seizure continues for more than five minutes, summon an ambulance.



9. INSULIN SHOCK

The victim may have a sudden onset of weak, shaky or drowsy appearance; moist and pale skin; intense hunger, appear confused; irritability;

a. Check blood glucose level.

b. If blood sugar is low, administer some kind of fast acting sugars and/or glucose such as fruit juice, glucose tablets, or, sugared soda pop (not artificially sweetened).

c. If blood sugar is low and victim is unconscious, give glucagon according to victim's care plan.

d. After symptoms have subsided (in ten to fifteen minutes), recheck blood glucose level.

e. If blood sugar is still too low, administer another sugar snack and repeat checking until blood glucose is at least 70.

f. Notify parent(s) or legal guardian(s).

g. If the symptoms do not subside, the victim should be taken to a hospital emergency service.

10. DIABETIC COMA

The victim may have an extremely ill appearance, dry flushed skin, intense thirst, shortness of breath, weak and rapid pulse, and acetone or fruity odor on breath. A person in diabetic coma must be taken immediately to a hospital emergency service.

a. Notify parent(s) or legal guardian(s).

11. HEAT EXHAUSTION

The victim may have pale, clammy skin, rapid and weak pulse, weakness, headache, nausea, cramps of abdomen or limbs.

a. The victim should lie down with his/her head lower than the body, allow to rest.

b. Loosen clothing and expose to air.

c. Apply cool compress to head.

d. Notify parent(s) or legal guardian(s).

e. If the symptoms do not subside, the victim should be taken to a hospital emergency service.

12. POISONING

a. Contact the Poison Control Center by calling 1-800-222-1222 for instructions. Be prepared to give information regarding the substance and amount ingested and the state of the victim.

b. If the Poison Control Center cannot be consulted and the poison can be identified with certainty and its original container is available, administer the antidote specified on the container in the method and dosage recommended and seek medical assistance.

c. Notify parent(s) or legal guardian(s).

d. If the poison is a corrosive substance (drain cleaner, lye, bleach, or other acid or alkali product) or a petroleum product, do not induce vomiting. Burns on or in the mouth may indicate a corrosive substance and a smell of petroleum on the victim's breath indicates a petroleum product.

e. Remove the victim, along with the container of the substance ingested and any vomitus, to hospital emergency services.

13. SHOCK

The victim may be drained of color and have a clammy skin, weak and rapid pulse, irregular or labored breathing, perspiration on upper lip and forehead. Victim may be nauseated and/or thirsty.

a. Keep the victim covered and lying down, with feet raised higher than the heart.

b. Loosen tight clothing and keep the victim comfortably warm.

C. Routine First Aid Care

The school nurse shall administer the following routine first aid procedures, as appropriate to the victim's illness or injury. If the school nurse is not available or cannot be summoned quickly, these first aid procedures may be followed by the responsible adult present.

1. ABDOMINAL PAIN/STOMACHACHE

   a. Take the victim's temperature and pulse rate.

   b. Check for recent history of nausea, vomiting, and food ingestion.

   c. Require victim to lie down and rest.

   d. Keep warm and comfortable.

   e. If pain does not diminish or intensifies, notify parent(s) or legal guardian(s).

2. ABRASIONS AND LACERATIONS

   a. Wash area gently with soap and water, or cleanse with peroxide.

   b. Apply Bacitracin Ointment as needed.

   c. Cover area with a dry telfa dressing or band aid depending on size of wound.

   d. Apply butterfly closure on deep laceration if indicated.

   e. Notify parent(s) or legal guardian(s) if situation warrants.

3. BITES and STINGS

   a. A wound resulting from the bite of an animal or a human should be treated as follows:

      (1) Wash wound immediately with soap and water. Apply an antiseptic and Bacitracin Ointment and dressing or band aid, depending on size of wound.

      (2) Notify parent(s) or legal guardian(s).

      (3) If the wound is severe or a puncture wound, cleanse and send victim to hospital emergency services.

      (4) Report animal bites to West Caldwell Health Department.

   b. A bee, wasp, or hornet sting should be treated as follows:

      (1) Remove the stinger.

      (2) Wash site with soap and water.



(3) Apply paste made of water and meat tenderizer.

(4) Apply an ice pack or flush with cold water to reduce pain and swelling.

(5) Apply calamine lotion or caladryl to ease itching and swelling.

(6) If severe allergic reaction occurs, notify parent(s) or legal guardian(s); take the victim to hospital emergency services.

(7) Epinephrine in nurse's office.

4. BLISTERS (other than those caused by burns)

a. Wash gently with soap and water.

b. Apply a telfa dressing or band aid depending on size.

c. Do not break; allow tissues to absorb fluid.

d. If blister ruptures, wash with soap and water and apply sterile dressing.

5. BOILS/ABSCESS OF SKIN

a. Apply dry dressing at school.

b. Advise warm compress be applied at home.

c. If boil has erupted, cleanse area and apply sterile dressing.

d. Notify parent(s) or legal guardian(s).

6. BRUISES

a. Apply cold compresses or ice to bruised area.

b. Elevate affected area.

c. If bruise is black eye, examine student's eye for reaction and/or bleeding.

d. Notify parent(s) or legal guardian(s).

e. Send victim to hospital emergency services if warranted.

7. BURNS, MINOR/SUNBURN

   a. Cool burned area under cool running water or with application of cool compress.

   b. Apply aloe vera gel to affected area as needed.

8. CANKER SORE

   a. Apply Orajel.

9. CHAPPED LIPS

   a. Apply Vaseline.

10. DIARRHEA

   a. Take the victim's temperature.

   b. Call parent(s) or legal guardian(s).

11. DISLOCATIONS

   a. Apply ice or cold compress.

   b. If possible, e.g., in the dislocation of a finger joint, apply a splint.

   c. Notify student's parent(s) or legal guardian(s).

12. EARACHE

   a. Access type and intensity of discomfort.

   b. Check victim's temperature.

   c. Call parent(s) or legal guardian(s).

13. EYE INJURIES

   a. Chemical Burns

      (1) Flush the eye with water immediately, continuously and gently, for at least 15 minutes. Keep eye open as widely as possible during flushing.

(2) Notify parent(s) or legal guardian(s).

(3) Do not bandage the eye after flushing.

(4) Seek medical treatment.

b. Cuts and Punctures of Eye or Eyelid

(1) Control bleeding if necessary.

(2) Bandage loosely.

(3) Notify parent(s) or legal guardian(s).

(4) Do not try to remove an object stuck in the eye.

c. Blows to the Eye

(1) Gently apply cool compress without pressure to reduce pain and swelling.

(2) Notify parent(s) or legal guardian(s).

(3) Seek emergency medical care in cases of pain, reduced vision, or discoloration.

14. FAINTING

a. Recline victim to lying position on his/her back, elevate legs. Loosen clothing for comfort.

b. If vomiting occurs, turn victim on his/her side.

c. Check victim for pulse rate and breathing; if necessary, apply CPR.

d. Notify parent(s) or legal guardian(s).

e. If recovery does not occur in reasonable period of time or other symptoms indicate possibly complications, take victim to hospital emergency services.

15. FOREIGN OBJECTS

a. If the object is in the eye,

(1) Wash hands and examine the inner surface of the lower lid by pulling lid gently down.

(2) Remove object with slightly moistened swab.

(3) Eye may be flushed with eye solution to dislodge object.

(4) If object remains, call parent(s) or legal guardian(s).

b. If the object is in the ear,

(1) Use tweezers to remove any soft object that is clearly visible.

(2) If object remains, call parent(s) or legal guardian(s).

c. If the object is in the nose,

(1) Use tweezers to remove any soft object that is clearly visible.

(2) Have victim gently blow his/her nose once or twice to attempt to dislodge the object.

(3) If object remains, call parent(s) or legal guardian(s).

16. FRACTURES

a. When the fracture is simple (no wound or break in skin),

(1) Immobilize the fracture with a splint or bandage, as required.

(2) Apply ice or cold compress.

(3) Call parent(s) or legal guardian(s).

b. When the fracture is compound (punctures the skin),

(1) Take measures to stop the bleeding and apply a protective dressing to the wound.

(2) Provide support but do not move or handle the injured part until the bone has been splinted.

(3) Notify parent(s) or legal guardian(s).

c. When the fracture occurs to the skull (to be suspected when the victim is unconscious or semiconscious after a blow to the head) or to the neck or spinal column,

(1) Do not move the victim; be careful to keep neck in alignment with the rest of the spine.

(2) Control any bleeding with gentle direct pressure.

(3) If it is absolutely necessary to move victim (to remove him/her from a life-threatening situation), first place victim on board or other firm object, with head, neck, and spine in alignment and immobilized.

(4) Notify parent(s) or legal guardian(s).

(5) Call 911 to take the victim to hospital emergency services.

17. HEADACHE

a. Ascertain how and when the headache started, the length of time it has persisted, and what medication, if any, has been taken.

b. Take victim's temperature.

c. Have victim rest for ten or fifteen minutes.

d. Offer fluid and apply cool compress as needed.

e. In case of frequent recurring headaches or complicating symptoms, notify parent(s) or legal guardian(s).

18. MENSTRUAL DISCOMFORT

a. Have victim rest.

b. If parent and physician's permission has been given, administer analgesic as prescribed.

c. If pain is severe, notify parent(s) or legal guardian(s).

19. NOSEBLEEDS (not associated with head injury)

a. Have victim sit with head angled slightly forward so that blood cannot run back into the throat.



b. If bleeding is from one nostril only, press that nostril toward the center; if from both nostrils, pinch nostrils together. Ask victim to breathe through the mouth.

c. If bleeding cannot be stopped or recurs frequently, notify parent(s) or legal guardian(s).

20. PIERCED EARS IRRITAION

a. Cleanse with alcohol.

b. May apply Bacitracin.

21. POISON IVY, OAK, SUMAC

a. If person has recently been exposed to toxic plant, wash exposed skin area with soap and rinse thoroughly.

b. Apply calamine lotion to lessen itching and burning.

c. Weeping rash should be covered with a dressing. Victim with weeping rash that is exposed should be excluded from school.

22. SORE THROAT

a. Check victim's temperature.

b. Observe throat for infection, redness, swollen tonsils, and the like.

c. If fever or complicating symptom is present, notify parent(s) or legal guardian(s).

23. SPLINTERS

a. Cleanse area with soap and water.

b. Remove visible splinter with tweezers or sterile needle and cleanse area again. Apply Bacitracin and band aid.

c. If splinter is imbedded, do not remove. Notify parent(s) or legal guardian(s).

24. SPRAIN

a. Elevate injured area.

b. Apply ice pack or cold compresses to the injured part to keep swelling down.

c. Bandage with elastic bandage for support.

d. Notify parent(s) or legal guardian(s).

25. TEETH

a. Apply orajel to a mild toothache.

b. If the toothache is severe, notify the parent(s) or legal guardian(s) and suggest dental care. A cold pack may be applied for temporary relief.

c. If a tooth is broken or is knocked out, notify the parent(s) or legal guardian(s).

d. A permanent tooth knocked out should be placed in a save a tooth container and sent with the victim to a dentist immediately.

e. If bleeding occurs when baby tooth falls out, place gauze over bleeding area until it subsides.

f. If an orthodontic brace/wire is broken and can be removed easily, take it out. If it cannot, cover sharp protruding portion with wax. If wire stuck in gum/cheek, notify parent(s) or legal guardian(s).

26. VOMITING

a. Give nothing by mouth.

b. Take temperature.

c. Check for recent history of nausea, vomiting, and food ingestion.

d. Have victim rest.

e. Notify parent(s) or legal guardian(s).

Adopted: 2 February 2010

R 8451 CONTROL OF COMMUNICABLE DISEASE

A. Detection of Communicable Diseases

1. In general, a student who shows one or more of the following symptoms should be sent to the school nurse for evaluation and/or treatment:

   a. Pain, generalized or specific,

   b. Chills,

   c. Fever,

   d. Earache,

   e. Vomiting,

   f. Sore throat,

   g. Enlarged glands,

   h. Skin eruption,

   i. Running nose, or

   j. Red and discharging eyes.

2. A student who shows symptoms of any communicable diseases should be sent promptly to the school nurse for evaluation.

3. Any person who is ill or infected with any disease as outlined in N.J.A.C. 8:57-1.3 or any communicable disease, whether confirmed or presumed will be reported immediately by the school nurse to the County Health Officer or to the New Jersey Department of Health if the County Health Officer is not available.

B. Exclusion From School

1. A student who exhibits any of the symptoms that suggests the presence of a communicable disease will be sent to the school nurse's office. The teacher will ensure that the student is accompanied by an adult or a responsible student.

2. The teacher will communicate to the school nurse, directly or by written note, the reason for which the student is sent for medical assessment.

3. The school nurse will examine the student and, if the student's condition so indicates, recommend to the Principal the student's exclusion from school for medical reasons.

4. In the event the school nurse is not available to be consulted about the student's condition, the Principal may determine to exclude the student from school.

5. The parent, adult family member, or other responsible adult designated by the parent will be promptly notified by telephone of the students' exclusion and requested to come to school. Until the adult arrives the student will be kept in the nurse's office and will be made as comfortable as possible. The student will be supervised at all times.

C. Readmission to School

1. A student who has been excluded from school or retained at home by reason of having or being suspected of having a communicable disease shall not be readmitted to school until the student presents written evidence that he/she is free of communicable disease.

2. Evidence that a student is free of communicable disease will consist of the certification of the physician who has personally treated the student.

No student who has had a communicable disease will be readmitted to school until a physician's certificate indicating the symptoms of the disease have ceased has been provided to the Principal or the school nurse.

D. Reports

1. The school nurse will file such reports as may be required by the New Jersey State Department of Health and in the reporting of communicable diseases in schools.

2. When the rate of school absenteeism is in excess of fifteen percent, the school nurse shall report the absenteeism to the local and/or the County Board of Health.

Adopted: 2 February 2010



R 8461 REPORTING VIOLENCE, VANDALISM, HARASSMENT, INTIMIDATION, BULLYING, ALCOHOL, AND OTHER DRUG OFFENSES

Any school employee who observes or has direct knowledge from a participant or victim of an act of violence; including harassment, intimidation and bullying; vandalism**;** or the possession or distribution of alcohol or other drugs on school grounds, and any school employee who reports a student for being under the influence of alcohol or other drugs, according to the requirements of N.J.S.A. 18A:40A-12 and N.J.A.C. 6A:16-4.3, shall file a report describing the incident to the school Principal, in accordance with N.J.S.A. 18A:17-46. The report shall be on a form to include all of the incident detail and offender and victim information that are reported on the Student Safety Data System (SSDS). A report alleging an incident of harassment, intimidation, or bullying shall be made in accordance with the provisions of N.J.S.A. 18A:37-13.1 and Policy 5512.

A. Reporting Violence; Including Harassment, Intimidation, and Bullying; Vandalism, and Alcohol and or Other Drug Use

1. For each incident report of violence; including harassment, intimidation and bullying**;** vandalism; and alcohol and other drug offenses, the Principal shall:

   a. Review the incident report for accuracy in indicating the incident type, offender information, victim information, student demographics, and incident location;

   b. Forward a copy of the incident report to the Superintendent; and

   c. Notify the Superintendent of the action taken regarding the incident.

2. The Board shall not discharge or subject to any manner of discrimination any school employee who files a report pursuant to N.J.A.C. 6A:16-5.3.

3. The majority representative of the school employees' bargaining units shall have access monthly to the number and disposition of all reported acts of school violence, harassment, intimidation or bullying, pursuant to N.J.S.A. 18A:17-46.

a. Personally identifying information may be provided to the majority representative of the school employees' bargaining units only in instances when school administrators have reason to believe that the safety of a school staff member is at risk.

B. Reporting Requirements

1. The Superintendent annually shall:

a. Submit a report to the New Jersey Department of Education in accordance with the provisions of N.J.S.A. 18A:17-46 of each incident of violence, including harassment, intimidation and bullying**,** vandalism and alcohol and other drug offenses in the school district utilizing the SSDS;

(1) The reports shall be submitted twice each school year, once for all incidents occurring between September 1 and January 1 and once for all incidents occurring between January 1 and June 30, and shall include, at a minimum, all information pursuant to N.J.S.A. 18A:17-46;

(2) Prior to submission, the Superintendent shall verify the accuracy of the reported information;

(3) The grade regarding the harassment, intimidation and bullying efforts of each school and each school district shall be posted on the homepage of the school district's website, in accordance with the guidelines promulgated by the Commissioner of Education pursuant to N.J.S.A. 18A:17-46.

b. Provide for the annual training of staff to prepare them to fulfill the reporting requirements set forth in N.J.A.C. 6A:16-5.3.

C. Hearing Requirements

The Superintendent shall report to the Board all acts of violence, including, harassment, intimidation, and bullying, vandalism, and alcohol and other drug offenses that occurred during the previous reporting period, in accordance with the provisions of N.J.S.A. 18A:17-46.

D. Knowingly Falsifying the Annual Report on Violence and Vandalism Required Under N.J.S.A. 18A:17-46

1. Whenever it is alleged a school employee has knowingly falsified reported information on acts of violence or vandalism, or any incident included in the annual report on violence and vandalism, the Board shall make a determination regarding whether the employee committed the act.

2. Any employee alleged to have knowingly falsified reported information shall be notified in writing of such allegation and shall be entitled to a hearing before the Board.

3. Upon a determination by the Board that an employee has knowingly falsified ~~the~~ reported information, the Board shall take appropriate disciplinary action.

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

Issued: 2 February 2010
Revised: 16 August 2011
Revised: 30 April 2019

R 8462 REPORTING POTENTIALLY MISSING OR ABUSED CHILDREN

A. Definitions

1. An "abused child" as defined in N.J.S.A. 9:6-8.9, is a child under the age of eighteen years whose parent or other person having his/her custody and control:

a. Inflicts or allows to be inflicted upon such child physical injury by other than accidental means which causes or creates a substantial risk of death, or serious or protracted disfigurement, or protracted impairment of physical or emotional health or protracted loss or impairment of the function of any bodily organ;

b. Creates or allows to be created a substantial or ongoing risk of physical injury to such child by other than accidental means which would be likely to cause death or serious protracted disfigurement, or protracted loss or impairment of the function of any bodily organ;

c. Commits or allows to be committed an act of sexual abuse against the child;

d. Or a child whose physical, mental, or emotional condition has been impaired or is in imminent danger of becoming impaired as the result of the failure of his/her parent, or other person having his/her custody and control, to exercise a minimum degree of care (1) in supplying the child with adequate food, clothing, shelter, education, medical or surgical care though financially able to do so or though offered financial or other reasonable means to do so; or (2) in providing the child the proper supervision or guardianship, by unreasonably inflicting or allowing to be inflicted harm, or substantial risk thereof, including the infliction of excessive corporal punishment or using excessive physical restraint under circumstances which do not indicate that the child's behavior is harmful to himself/herself, others or property, or by any other act of similarly serious nature requiring the aid of the court;

e. Or a child who has been willfully abandoned by his/her parent; or

f. Or a child who is in an institution as defined under N.J.S.A. 9:6-8.21; and (1) has been so placed inappropriately for a continued period of time with the knowledge that the placement has resulted and may continue to result in harm to the child's mental or physical well-being; or (2) has been willfully isolated from ordinary social contact under circumstances which indicate emotional or social deprivation.

A child shall not be considered abused under N.J.S.A. 9:6-8.9 if the acts or omissions described therein occur in a day school as defined in N.J.S.A. 9:6-8.21.

2. An "Intern" means a post-secondary student or graduate student in a professional field gaining supervised practical experience.

B. Indications of Child Abuse and/or Neglect

1. The suspicion of child abuse and/or neglect may be based on the complaints of the child or on the direct observations of the employee, volunteer, or intern. A person should suspect child abuse and/or neglect when certain conditions appear to be present. The conditions may be, but are not limited to, whenever:

a. There is evidence of physical injury to a student not likely to have been caused by an accident, regardless of the student's explanation of the injury;

b. A student complains of having been injured or having been sexually molested, with or without external signs of physical injury;

c. A student appears to be malnourished;

d. A student's general condition indicates a persistent want of care, such as clothing inadequate for the weather, inadequate hygiene, lack of sleep, decayed and broken teeth, and the like;

e. A student complains of or indicates by other means that he/she has been subjected to threats or emotional abuse;

f. A student is excessively apprehensive, fearful, withdrawn, or aggressive;

g. A student is afraid to go home after school or arrives to school unreasonably early;

h. A parent or the caretaker of a child admits having abused the child;

i. The removal from school by the parent or other person having custody and control of the child that may be an indicator of additional grievous abuses; or

j. School district personnel have any other reason to believe that a child has been subject to child abuse and/or neglect, to include but not be limited to, physical abuse, sexual abuse, neglect, educational abuse and educational neglect.

C. Notification Requirements for School District Employees, Volunteers or Interns

1. 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.

a. 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.

b. The person notifying designated child welfare authorities shall inform the Principal or of the notification, if such had not occurred prior to the notification.

(1) Notice to the Principal or other designated school official(s) need not be given when the person believes the notice would likely endanger the reporter or student involved or when the person believes the disclosure would likely result in retaliation against the student or in discrimination against the reporter with respect to his or her employment.

2. 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.



D. School District's Notification to Law Enforcement

1. 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 of incidents of potentially missing, abused, or neglected child situations.

   a. Notification procedures to child welfare authorities and law enforcement authorities regarding alleged incidents of missing, abuse, or neglected children shall be consistent with the Memorandum of Agreement between education and law enforcement authorities pursuant to N.J.A.C. 6A:16-6.2(b)13.

   b. Notification to appropriate law enforcement authorities shall be made for all reports by employees, volunteers, or interns working in the school district.

      (1) The notification to appropriate law enforcement authorities on behalf of a student attending a receiving school shall be made to the law enforcement authorities identified in the receiving school's Memorandum of Agreement as required by N.J.A.C.6A:16-6.2(b)13.

2. 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.

E. School District Cooperation with Designated Law Enforcement Authorities

1. The school district will cooperate with designated child welfare and law enforcement authorities in all investigations of potentially missing, abused, or neglected children.

   a. Accommodations shall be made permitting the child welfare and law enforcement investigators to interview the student in the presence of the Principal other designated school official(s).

      (1) If the student is intimidated by the presence of the school representative, the student shall be requested to name an employee, volunteer, or intern working in the school district, whom he or she feels will be supportive, and who will be allowed to accompany the student during the interview.

b. District administrative and/or supervisory staff members will assist designated child welfare and law enforcement authorities in scheduling interviews with any employee, volunteer, or intern working in the school district who may have information relevant to the investigation.

c. In accordance with N.J.A.C. 6A:16-11.1(a)5.iii., the district will release all records of the student who is the subject of the investigation that are deemed to be relevant to the assessment or treatment of a potentially missing, abused, or neglected child pursuant to N.J.S.A. 18A:36-19, N.J.S.A. 9:8-8.40 and allowable under the Family Education Rights and Privacy Act (FERPA), 34 CFR Part 99.

d. In accordance with N.J.A.C. 6A:16-11.1(a)5.iv., the district will ensure the maintenance, security, and release of all confidential information about potential missing, abused, or neglected child situations is in accordance with N.J.S.A. 18A:36-19, N.J.S.A. 9:8-8.40 and N.J.A.C. 6A:32-7.

All information regarding allegations of potentially missing, abused, or neglected children reported to authorities about an employee, volunteer, or intern working in the school district shall be considered confidential and may be disclosed only as required in order to cooperate in investigations pursuant to N.J.A.C. 6A:16-11.1(a)2. and 3. or by virtue of a Court Order. Records pertaining to such information shall be maintained in a secure location separate from other employee personnel records and accessible only to the Superintendent or designee.

e. In accordance with N.J.A.C. 6A:16-11.1(a)5.v., the district will release the student to child welfare authorities while school is in session when it is necessary to protect the student or take the student to a service provider.

(1) Such removal shall take place only after the Principal or other designated school official(s) has been provided, either in advance or at the time removal is sought, with appropriate documentation that the child welfare authority has already removed, or has appropriate authority to remove, the student from his or her home, as specified in N.J.S.A. 9:6-8.27 through 8.30.

f. The district will cooperate in the transfer of a student who has been removed from his or her home by designated child welfare authorities for proper care and protection pursuant to N.J.S.A. 9:6-8.28 and 8.29 to another school.

F. Due Process Rights of a School Employee, Volunteer, or Intern Named As a Suspect

1. 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.

2. Temporary reassignment or suspension of an employee, volunteer, or intern working in the school district named as a suspect pursuant to N.J.A.C. 6A:16-11.1(a)2 shall occur only if there is reason to believe that the life or health of the alleged victim or other student is in jeopardy due to continued contact between the employee, volunteer, or intern and the student.

3. All references to a notification to the designated child welfare authorities of a potential missing, abused, or neglected child situation involving a school district employee, shall be removed from the employee's personnel records immediately following the receipt of an official notice from child welfare authorities that the allegation was unfounded pursuant to N.J.S.A. 18A:6-7a.

Adopted: 2 February 2010
Revised: 24 February 2015
Revised: 18 October 2016

R 8465 BIAS CRIMES AND BIAS-RELATED ACTS

A. Definitions

1. A bias crime means any criminal offense where the person or persons committing the offense acted with a purpose to intimidate an individual or group of individuals because of race; color; religion; gender; disability;, sexual orientation; gender identity or expression; national origin; or ethnicity.

2. A bias-related act is an act directed at a person, group of persons, private property, or public property that is motivated in whole or in part by racial; gender; disability; religion; sexual orientation; gender identity or expression; national origin; or ethnic prejudice. A bias-related act need not involve conduct that constitutes a criminal offense.

3. All bias crimes are also bias-related acts, but not all bias-related acts will constitute a bias crime.

B. Procedure For Reporting Bias Crimes and Bias-Related Acts

1. A school employee shall immediately notify the Principal and the Superintendent or designee when in the course of their employment, they develop~~s~~ reason to believe that:

   a. A bias crime or a bias related act has been committed or is about to be committed on school grounds; ~~or~~

   b. A bias crime or a bias-related act has been or is about to be committed by student on or off school grounds and whether such offense was or is ~~about~~ to be committed during operating school hours; or

   c. A student enrolled in the school has been or is about to become the victim of a bias crime or bias-related act on or off school grounds ~~property~~ or during operating school hours.

2. The Superintendent or designee shall promptly notify the North Caldwell Police Department and the bias invesitigation officer for the county prosecutor's office when a bias crime or bias-related act has been committed or is about to be committed on school

grounds, or has been or is about to be committed by a student on or off school grounds, and whether such offense was or is to be committed during operating school hours, or a student enrolled in the school has been or is about to become the victim of a bias crime or bias-related act on or off school grounds, or during operating school hours.

3. The Superintendent or designee shall immediately notify the North Caldwell Police Department and the bias investigation officer for the county prosecutor's office where there is reason to believe a bias crime or bias-related act that involves an act of violence has been or is about to be physically committed against a student or there is otherwise reason to believe a life has been or will be threatened.

C. Nature of Referral

1. The mandatory referral for suspected or committed bias crimes and bias-related acts as described in N.J.A.C. 6A:16-6.3€ and this Regulation is only a request to the law enforcement agencies to conduct an investigation and is nothing more than the transmittal of information which may be pertinent to any such law enforcement investigation.

D. Concurrent Jurisdiction

1. Unless the North Caldwell Police Department or the county prosecutor's office request otherwise, school officials may continue to investigate a suspected hate crime or bias-related act occurring on school grounds and may take such actions as necessary and appropriate to redress and remediate any such acts.

2. School officials will immediately discontinue any ongoing school investigation if the North Caldwell Police Department or the county prosecutor's office believe the school investigation could jeopardize an on-going law enforcement investigation or otherwise endanger the public safety.

a. Upon notice provided in D.2. above, school officials will take no further action without providing notice to and receiving the assent of the local police department or the county prosecutor's office.

E. Preservation of Evidence

1. School officials will secure and preserve any such graffiti or other evidence of a suspected bias crime or bias-related act pending the arrival of the North Caldwell Police Department or the county prosecutor's office.

2. The school officials, when feasible, will cover or conceal such evidence until the arrival of the North Caldwell Police Department or county prosecutor's office in a manner designed to minimize the harm and continued exposure to students by such evidence

Issued: 2 February 2010
Revised: 18 October 2022

R 8467 FIREARMS AND WEAPONS

A. Definitions – N.J.A.C. 6A:16-1.3

1. "Weapon" means items enumerated in N.J.S.A. 2C:39-1(r), except a firearm as defined by N.J.S.A. 2C:39-1(f).

2. "Firearm" means items enumerated in N.J.S.A. 2C:39-1(f) and 18 USC §921.

3. "School grounds" means and includes land, portions of land, structures, buildings, and vehicles, when used for the provision of academic or extracurricular programs sponsored by the school district or community provider. School grounds also includes school buses, school-sponsored functions, structures that support the buildings, such as school district wastewater treatment facilities; generating facilities; and other central service facilities including, but not limited to, kitchens and maintenance shops. School grounds also includes other facilities as defined in N.J.A.C. 6A:26-1.2, playgrounds, and recreational places owned by municipalities, private entities, or other individuals during times when the school district has exclusive use of a portion of the land.

B. Reporting to Law Enforcement – N.J.A.C. 6A:16-6.3

1. Whenever a school employee develops reason to believe a firearm, as defined in N.J.S.A. 2C:39-1(f) and 18 USC §921, or other deadly weapon, whether enumerated in N.J.S.A. 2C:39-1(r), except a firearm as defined by N.J.S.A. 2C:39-1(f) and 18 USC §921, has unlawfully been brought onto school grounds or a student or other person is in unlawful possession of a firearm or other deadly weapon on or off school grounds, or a student or other person has committed an offense with or while in possession of a firearm on or off school grounds or during school operating hours, the matter shall be reported as soon as possible to the Principal or designee, or in the absence of the Principal or designee, to the staff member responsible at the time of the alleged violation.

   a. Either the Principal or designee or the responsible staff member shall notify the Superintendent, who in turn shall notify as soon as possible the county prosecutor or other law enforcement official designated by the county prosecutor to receive such information.



b. The Superintendent or designee shall provide to the county prosecutor or designee all known information concerning the matter, including the identity of the student or staff member involved.

c. All incidents shall be reported under N.J.A.C. 6A:16-6.3 utilizing the Student Safety Data System, pursuant to N.J.A.C. 6A:16-5.3(e)1, where appropriate.

C. Handling of Firearms and Dangerous Weapons – N.J.A.C. 6A:16-6.4

1. In accordance with N.J.A.C. 6A:16-6.4(b), whenever a school employee seizes or comes upon a firearm or dangerous weapon, school officials shall:

a. In the case of a firearm, immediately advise the county prosecutor or appropriate law enforcement official, and secure the firearm pending the response by law enforcement to retrieve and take custody of the firearm; and

b. In the case of a dangerous weapon other than a firearm, immediately advise the county prosecutor or appropriate law enforcement official, and secure the dangerous weapon pending the response by law enforcement to retrieve and take custody of the dangerous weapon.

2. School employees in custody of a firearm or dangerous weapon shall take reasonable precautions, according to Board procedures, to prevent the theft, destruction, or unlawful use of the firearm or dangerous weapon by any person, pursuant to N.J.A.C. 6A:16-6.4(c).

a. The Principal shall place the firearm or dangerous weapon in a secure and locked location.

b. In the event any person other than the Principal is permitted access to the firearm or dangerous weapon prior to its retrieval by a law enforcement official, that person shall enter their name and signature on the record along with the time and date of inspection and the reason

for the access. Access to the firearm or dangerous weapon will be permitted only in the presence of the Principal.

c. The law enforcement official who takes custody of the firearm or dangerous weapon shall be required to sign and date the record to indicate their receipt of the firearm or dangerous weapon.

3. The Principal shall provide to the law enforcement official who takes custody of the firearm or dangerous weapon:

a. All information concerning the manner in which the firearm or dangerous weapon was confiscated;

b. The identity of all persons who had custody of the firearm or dangerous weapon following its confiscation; and

c. The identity of any student or staff member believed to have been in possession of the firearm or dangerous weapon.

4. Any person employed or engaged in a school or educational institution may, within the scope of their employment, use and apply such amounts of force as is reasonable or necessary to obtain possession of weapons or other dangerous objects upon the person or within the control of a student, pursuant to N.J.S.A. 18A:6-1.

Issued: 2 February 2010
Revised: 13 November 2024

R 8468 CRISIS RESPONSE

In responding to a crisis situation, the school administration and staff shall implement the following procedures:

A. LEVEL I - Threat Situation

In the event of an overt threat to an individual:

1. Anyone becoming aware of such a threat shall, without delay, report the nature of this threat, and any details known about the threat to the Building Principal or their immediate supervisor.

2. The administrator/supervisor, upon receipt of such a report, shall isolate and contain the individual(s) reported to have made said threat. Such action is to be taken only if it is possible to do so without further jeopardizing the safety of the individual threatened, or any other individual on the school premises.

3. If the physical safety of any individual is, or might be jeopardized by an attempt to isolate or contain the individual in question, the local law enforcement authorities shall be contacted for their assistance.

4. Whenever possible, the building supervisor or administrator shall cause any and all other individuals present to be removed from the immediate and surrounding location, to a place of safety.

5. In those instances in which weapons, and/or potentially dangerous materials are discovered to be involved, the local law enforcement authorities shall immediately be notified in accordance with Policy and Regulation Nos. 5611 and 8467.

6. The building administrator or supervisor shall, at earliest opportunity, report to the Superintendent the existence of any crisis situation, the status of that situation and any action contemplated or taken by the building administrator.

7. In the absence of an imminent threat to any individual(s) (such as those outlined in #3 or #5 above), the Superintendent may choose to consult with others in determining an appropriate response to the threat situation; e.g., Board Attorney, administrator in whose school the threat has occurred. The Superintendent may also:

a. Direct school psychologist and/or social worker to administer a threat assessment to determine if student is a threat to himself or others.

b. Convene a meeting of the Crisis Team and/or any members of that Team for consultation regarding an appropriate course of action.

c. Direct the administrator to:

(1) Contact the parents of the individual(s) involved, and require their immediate presence at school to discuss the nature of the threat.

(2) Immediately suspend the student(s) from school, pending further action and/or results of psychiatric evaluation.

(3) When applicable, place suspended student(s) on Homebound Instruction, pending evaluation by the Child Study Team.

(4) If deemed necessary, report the incident to the local police authorities.

c. In instances in which weapons have been involved, initiate suspension or expulsion proceedings in accordance with Policy and Regulation No. 5611.

8. Upon resolution of a Level I situation, counseling services may be provided to individual(s) who have been adversely affected. Such services may be made available through the Guidance Department, Child Study Team or through a referral to an outside agency.

9. The Superintendent or his/her designee, shall report to the Board concerning the relevant details of the Level I crisis situation; specifically, those actions contemplated or taken, and the resultant outcome.

B. Level II - Crisis in Progress

During the commission of an act of terrorism, hostage situation or other violence, the jurisdiction of the local/State Police authority is recognized.

1. Aware that such an act is in progress, the administrator shall, without delay, notify the local, state or county law enforcement authorities.

2. The school shall place at the disposal of the law enforcement authorities, all personnel and information that might be supportive and useful in resolving the crisis.

3. The Crisis Team may be immediately convened.

4. The Crisis Team may be briefed on the status of the situation, and will act in an informational and advisory capacity to the Superintendent or his/her designee, and local enforcement agency during the crisis.

5. The Crisis Team members will provide assistance and services as needed to help maintain order. Efforts should also be directed toward generating a sense of control in students, staff and members of the community.

6. The Superintendent or his/her designee, shall act as the primary disseminator of information to the press, public and staff concerning the ongoing crisis. He/she may elect to consult with the local, state or county law enforcement authorities and/or Crisis Team in determining the nature and extent of information to be released. Consideration shall be given to the possible effects the release of information might have on:

   a. The safety of individuals immediately involved in the situation;

   b. The reactions or interpretation of the staff, students or community;

   c. The effect upon law enforcement efforts to resolve the crisis.

C. Level III - Aftermath

Upon resolution of a Level II situation, the Crisis Team shall convene to determine the status of the student body, staff and community; and to determine the steps needed to reestablish a normalized psychological/social environment.

1. The Crisis Team shall consider and make recommendations concerning:

   a. Individuals who are in need of referral to in-school counseling services;

   b. Individuals who need to be referred to agencies or private counselors;

c. Steps to be taken by staff in dealing with student questions, concerns and fears related to the crisis. To accomplish this, a faculty meeting of the entire staff shall be held as soon as time and circumstances allow;

d. Information to be provided to the classroom teacher which may be shared with students with the objective of reducing fear, rumor, and promoting a calming and healing atmosphere;

e. Debriefing opportunities for staff members who have questions, concerns and fears related to the crisis;

f. Directions to the staff regarding appropriate/inappropriate media contact.

2. The Crisis Team shall:

a. Review the crisis policy and procedures currently in effect;

b. Make suggestions to the Superintendent or his/her designee, for modifications in policy and procedures which have potential for dealing with future incidents.

3. The Superintendent or his/her designee, shall communicate to the Board of Education, information concerning the resolution of the crisis situation, details of actions contemplated or taken and recommendations for changes in policy or procedure.

4. Individuals who are members of the student population, and are found to be culpable in the commission of any threat or act as indicated above, shall be subject to:

a. Criminal law pertaining to such acts and individuals.

b. The civil law pertaining to such acts and individuals.

c. New Jersey Education Law and Codes (Regular or Special Education) as they pertain to such acts and individuals.

Issued: 2 February 2010

R 8540 FREE AND REDUCED RATE MEALS

In order to accomplish the purposes of the National School Lunch Act, the Child Nutrition Act of 1966, the regulations and instructions governing the National School Lunch Program, School Breakfast Program and the Special Milk Program, issued there under, the New Jersey State Department of Education, hereinafter referred to as the "Department" and North Caldwell School District hereinafter referred to as the "Sponsor" contract and agree that the Department and Sponsor shall understand that the following terms shall be construed to mean:

A. Breakfast

A meal served to children during the morning hours, which meets the nutritional requirements specified in federal code.

B. Fiscal Year

A period of twelve calendar months beginning with October 1 of any calendar year and ending with September 30 of the following calendar year.

C. Free Meal

A meal for which neither the child nor any member of his/her family pays or is required to work.

D. Lunch

A meal which meets nutritional requirements specified in federal code.

E. Milk

Milk which meets state and local standards for fluid types of flavored or unflavored whole milk, unflavored low fat milk, skim milk or cultured buttermilk.

F. Nonpricing

A system which does not establish a separate charge for meals or milk served to children. This shall include any such program in which children are normally provided meals or milk in a school or child care institution financed by a tuition, boarding, camping or other fee, or by private donations or endorsements.

G. Nonprofit Food or Milk Service

Food or milk service maintained by or on behalf of the school for the benefit of children, all of the income from which is used solely for the operation or improvement of such food or milk service.

H. Nonpublic School (Nonprofit)

An elementary or secondary school in the state, other than a public school, organized and operated not for profit, offering education for grades Kindergarten through twelve, or any combination thereof, wherein a child may legally fulfill compulsory school attendance requirements; or a public or nonprofit, private, licensed residential child care institution not limited to group homes, orphanages, and juvenile detention centers. All nonpublic schools and residential child care institutions must be tax exempt under section 502(c)(3) of the Internal Revenue Code of 1954.

I. Pricing

A system of collecting a separate charge for meals or milk served to children that is not included in any tuition or boarding fee.

J. Reduced Price Meals

A meal which meets all of the following criteria:

1. The price shall be less than the full price of the meal.

2. The maximum price shall be established by the United States Department of Agriculture.

3. Neither the child nor any member of his/her family shall be required to supply an equivalent in work.

K. Sponsor

The governing body which is responsible for the administration of one or more schools and which has the legal authority to operate a school food service program therein. The term "Sponsor" also includes a nonprofit agency to which such governing body has delegated authority for the operation of a food service program in a school.



L. Verification

Confirmation of income information provided on the application for free and reduced price meals. Households selected for verification must be given written notice.

THE DEPARTMENT SHALL:

To the extent of funds available, reimburse the Sponsor for the National School Lunch Program, School Breakfast Program, or Special Milk Program in the schools listed in Schedule A, hereto attached and made a part of, in any fiscal year during which this Agreement is in effect. The amount of reimbursement for each program on behalf of any school shall not exceed:

A. National School Lunch Program

The total amount equal to the number of lunches served to children multiplied by the rate of reimbursement assigned by the Department.

B. National School Breakfast Program

The total amount equal to the number of breakfasts served to children multiplied by the rate of reimbursement assigned by the Department.

C. Special Milk Program

The amount equal to the number of half pints of fluid milk served to children multiplied by the rate of reimbursement assigned by the Department.

THAT THE SPONSOR SHALL:

A. National School Lunch Program

1. Abide by all state and federal regulations and instructions governing the operation of the National School Lunch Program.

2. Serve lunches which meet the nutritional requirements of the National School Lunch Program during periods designated by the school.

3. Encourage maximum participation in the National School Lunch Program.

4. Make maximum use of the reimbursement payments to reduce the price of meals to children as a means of encouraging participation.

5. Plan for and prepare lunches on the basis of participation trends with the objective of providing one meal per child per day. In no event shall the Sponsor claim reimbursement for lunches served in excess of one reimbursable lunch per child per day.

6. Make the National School Lunch Program available to all children enrolled.

7. Promote activities to involve students and parent(s) or legal guardian(s) in the National School Lunch Program.

B. School Breakfast Program

1. Abide by all state and federal regulations and instructions governing the operation of the School Breakfast Program.

2. Serve breakfasts which meet the nutritional requirements for a school breakfast during morning periods designated by the school.

3. Encourage maximum participation in the School Breakfast Program.

4. Make maximum use of the reimbursement payments to reduce the price of meals to children as a means of encouraging participation.

5. Plan for and prepare breakfasts on the basis of participation trends with the objective of providing one meal per child per day. In no event shall the Sponsor claim reimbursement for breakfasts served in excess of one reimbursable breakfast per child per day.

C. Special Milk Program

1. Operate the program only in a school that does not participate in the National School Lunch or School Breakfast Program.

2. Exception: Operate the program only for split-session Kindergarten children that do not have access to any school meals in a school participating in the National School Lunch or School Breakfast Program.

3. Make maximum use of the reimbursement payments to reduce the price of milk to children as a means of encouraging participation and consumption of fluid milk by children.

4. Purchase milk pursuant to New Jersey statutes.

5. Decide whether to provide free milk to eligible children in the schools or sites under its sponsorship. Schools which provide free milk must make it available to all eligible children at times when milk is available to non-needy children under the program. Schools which do not provide free milk must be designated on the Schedule A under Special Milk Option.

D. Donated Commodities

Accept and use, within the allocation period and in as large a quantity as can be efficiently utilized in the school food service program, such foods as may be offered as a donation by the United States Department of Agriculture.

E. Price of Food and Beverage Items

1. Price the school breakfast or lunch as a unit. Set the price of children's meals not to exceed the maximum prices established annually by the Department.

2. Set the price of all ala carte items, including milk sold to adults, to cover all costs. Price meals served to adults to exceed the price of meals served to children by an amount equal to or greater than the price established by the Department.

F. Competitive Food Service

1. Ensure that all income derived from the sale of food and beverage items within a school, including those items sold from vending machines, accrues to the School Nutrition Programs' account or to a school approved, nonprofit organization, except that during hours when the School Nutrition Programs are in operation, all such income must accrue to the School Nutrition Programs' account.

2. Prohibit the sale of foods of minimal nutritional value, (carbonated beverages, water ices, chewing gum, certain candies: hard candies, jellies and gums, marshmallow candies, fondant, licorice, spun candy or candy coated popcorn) on the school property at any time before the end of the last lunch period in all schools which operate the National School Lunch Program, School Breakfast Program, or the Special Milk Program.



G. Ala Carte Food Service

Restrict extra food items offered during serving periods to those items recognized as making a significant contribution to the nutritional needs of children, or those items provided by the school as part of the lunch and/or breakfast. Restrict the number and type of such items offered in accordance with the "Nutritional Standards for School Nutrition Programs".

H. Nonprofit Requirement

1. Operate a nonprofit school food service program or milk program. Use all income solely for program purposes; provided, however, that such income shall not be to purchase land or to acquire or construct buildings.

2. Limit the net cash resources of the school food service program or the special milk program to no more than three month's average expenditures.

I. Policy For Free and Reduced Price Meals or Free Milk

1. Adopt and submit, annually, a copy of the Policy for Free and Reduced Price Meals or Free Milk to the Bureau of Child Nutrition Programs.

2. Follow the state guidelines in implementing said policy.

3. Develop and utilize procedures for collecting children's payments which prevent the overt identification of those children eligible for free or reduced price meals or free milk.

J. Verification

1. Verify a minimum of 3% or 3,000, whichever is less, of approved free and reduced price applications on file selected randomly; OR the lesser of 1% or 1,000 of total approved applications selected from non-food stamp households with incomes near the eligibility levels, plus the lesser of .5% or 500 of approved applications which substituted a food stamp/AFDC case number for income information. All verification activity must be completed by December 15 of each school year.

2. Maintain on file, for review, a description of the verification efforts including:

a. Summary of efforts including the techniques to be used.



b. Total number of applications on file as of October 31.

c. Percentage or number of applications verified.

3. Households selected for verification must be given written notice.

K. Reimbursement Claims

A meal served to children during the morning hours which meets the nutritional requirements specified in 7CFR 220.8.

1. Claim reimbursement only for meals or milk actually served to children that meet the nutritional standards outlined herein.

2. Submit claims for reimbursement within ten days following the calendar month of operation for which the claim is made. Federal regulations prohibit the payment of claims received after sixty days following the month of operation.

3. In no event shall the Sponsor claim reimbursement for free or reduced price meals served in excess of one reimbursable lunch and/or breakfast per child per day.

4. The authorized representative that signs each reimbursement voucher shall be responsible for reviewing and analyzing meal counts to ensure the accuracy of the claim.

5. The Sponsor acknowledges that failure to submit accurate claims will result in the recovery of an overclaim and may result in the withholding of payments, suspension or termination of the program as specified in 7 CFR Section 210.24.

6. The Sponsor acknowledges that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity the penalties specified in 7 CFR Section 210.25 shall apply.

L. Records

1. Maintain full and accurate records pertaining to the school food service or milk program within the school or school district, and retain such records for a period of three years after the end of the fiscal year to which they pertain except if audit findings have not been resolved, the records shall be retained beyond the three year period as long as required for the resolution of the issues raised by the audit.



2. Maintain the required statistical information for each school operation on a school-by-school basis.

3. Make all accounts and records pertaining to the school food service program available, upon request, to the Department and the United States Department of Agriculture for review and/or audit at a reasonable time and place.

4. Keep full and accurate records, by calendar month, of the meal or milk program as a basis for the claim for reimbursement and for audit review purposes including:

   a. School Lunch Program

      (1) Statistics

      Daily number of lunches served to children eligible for free, reduced price or paid meal.

      (2) Program Income (Revenue)

      From children's payments, from state and federal school lunch reimbursement, from food sales to adults, from all other sources, including loans to program, subsidies from the Sponsor, any interest accrued from food service interest bearing accounts, and any rebates.

      (3) Programs Costs (Supported by invoices, receipts or other evidence of expenditure).

      For food, labor and all other expenditures including repayment of loans to the program and fees paid to management companies.

      (4) Dated menus of actual meals served.

   b. School Breakfast Program

      (1) Statistics

      Daily number of breakfasts served to children eligible for free, reduced price or paid meal.

(2) Program Income (Revenue)

From children's payments, from federal reimbursement and from all other sources, including subsidies from the Sponsor, any interest accrued from food service interest bearing accounts, and any rebates.

(3) Programs Costs (Supported by invoices, receipts or other evidence of expenditure).

For food, labor and all other costs related to the breakfast program, including fees paid to management companies.

(4) Dated menus of actual meals served.

(5) Documentation of program costs specifically for Severe Need Rates of Reimbursement (if applicable).

c. Special Milk

(1) Statistics

(a) Daily number of half pints served to children,

(b) Daily number of half pints served free to needy children, if school provides free milk.

(2) Program Income (Revenue)

From children's and adult's payments and federal reimbursement.

(3) Programs Costs (Supported by invoices, receipts or other evidence of expenditure).

For milk and all other expenditures.

M. Accountability Requirements

1. Point of Service Counts

All claims for reimbursable meals or milk must be based on daily counts, taken at the "point of service," which identify the number of meals or milk served by reimbursement category. "Point of service" is defined as that point in the food service operation where a determination can accurately be made (at the time and place the meal or milk is served) that a reimbursable free, reduced price, or paid meal or milk has been served to an eligible child.

2. Local Level Requirement to Review Schools and Claims

a. Every school year, each Sponsor with more than one school shall perform at least one on-site review of each school under its jurisdiction before February 1 of each school year. If this review discloses problems with a school's meal counting or claiming procedure, the SFA shall: (1) ensure that the school develops and implements a corrective action plan; and (2) within forty-five calendar days of the review, conduct a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized in the Policy for Free and Reduced Price Meals and the Agreements with the Department and that this system, as implemented, yields the actual number of reimbursable free, reduced price, and paid lunches served for each day of operation.

b. Prior to submission of a monthly claim for reimbursement, each sponsor shall compare each school's daily claim against data which will assist in the identification and correction of the claims in excess of the number of reimbursable free, reduced price, and paid lunches actually served that day to children eligible for such lunches. Such data shall, at a minimum, include the number of children currently approved for free and reduced price lunches in that school, and, for every month except September, the average daily number of free, reduced price, and paid lunches served for the preceding month.

c. Sponsors shall also compare claims against any other data available, such as the school's average daily attendance (ADA), enrollment, and an attendance factor. Sponsors shall maintain, on file, all of the above data used in the claims review process by school.

d. Sponsors shall make this information available to the State agency upon request.

N. Audit Requirements

The Sponsor agrees to comply with the Single Audit Act of 1984 as specified in OMB Circular A-128, "Audits in State and Local Governments," or OMB Circular A-110, "Uniform Administrative Requirements for Grants and Other Agreements and Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and New Jersey Grants Management Information System Manual.

O. Facilities

1. Maintain, in the storage, preparation and service of food, proper sanitation and health practices that meet the standards of the current sanitation code established by the New Jersey State Department of Health and all applicable state and local health laws and regulations. Maintain facilities to safeguard against theft.

2. A current inspection of each food service site by the Board of Health is required. The certificate should be posted in a conspicuous place.

P. Anti-Discrimination

1. Make no discrimination because of race, color, creed, religion, national origin, ancestry, age, marital status, affectational or sexual orientation or sex, social or economic status, or disability against any individual participating in the nutritional program.

2. Assure the United States Department of Agriculture and the Department that it now complies with and shall in the future comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C.2000d et seq.), Title IX of the Education Amendments of 1972 (20. U S.C. 1981 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28CFR 50.3 and 42; and Food and Nutrition Services (FNS) directives and guidelines, to the effect that, no person shall, on the grounds of race, color, creed, religion, national origin, ancestry, age, marital status, affectational or sexual orientation or sex, social or economic status, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the sponsor receives Federal financial assistance from FNS: and

hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement. By accepting this assurance, the Sponsor agrees to compile data, maintain records and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Services, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sponsor and its successors, transferees and assignees, as long as they receive assistance or retain possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

3. Collect and maintain on file for three years the racial/ethnic breakdown of applicants for free and reduced price benefits on a school-by-school basis.

4. In the operation of U.S.D.A. Child Feeding Programs, no child will be discriminated against because of race, color, creed, religion, national origin, ancestry, age, marital status, affectational or sexual orientation or sex, social or economic status, or disability. If you believe you have been discriminated against in any U.S.D.A. related activity, write immediately to the Secretary of Agriculture, Washington, D.C. 20250.

Q. Nutritional Requirements

1. Serve meals which meet the nutritional requirements specified in the current regulations for the National School Lunch Program (7CFR 210), and/or School Breakfast Program (7CFR 220).

2. Provide specific training for cashiers to ensure proper identification and accurate recording of reimbursable lunches and/or breakfasts. Issue the nutritional requirements for lunch and/or breakfast, in writing, to each cashier.

R. Menus

1. Offer choices for lunches and breakfasts, in accordance with standards established by the Department.

2. Display, for students information, the daily menu specifying the food items composing the lunch and/or breakfast.

3. Keep on file dated menus for meals actually served with other records for review and/or audit purposes for a period of three years from the close of the fiscal year to which they pertain. If audit findings have not been resolved, the records shall be retained beyond the three year period as long as required for the resolution of the issues raised by the audit.

S. Management Company or Vendor

1. Remain responsible for compliance with all aspects of this Agreement if the Sponsor employs a food service management company or vendor:

   a. The contract between the Sponsor and the management company must comply with the requirements specified in 7CFR 210.9, 7CFR 210.16 and all applicable New Jersey Statutes. The contract should also include pertinent parts of this Agreement. A copy of the contract between the Sponsor and the management company must be submitted with this Agreement.

   b. The contract between the Sponsor and the vendor must comply with the requirements specified in 7CFR 210.16 and all applicable New Jersey Statutes. The contract should also include pertinent parts of this Agreement.

2. Ensure that any federally donated commodities received by the Sponsor and made available to a food service management company, vendor or processor accrue only the benefit of the school food service program, and are utilized therein.

3. Require the food service management company to make books and records of such company pertaining to the school food service program, available for a period of three years from the close of the fiscal year to which they pertain, for inspection and/or audit by representatives of the Department and the United States Department of Agriculture, or the General Accounting Office of the United States, at a reasonable time and place.

4. All books and records pertaining to the school food service program shall remain the property of the school district.

5. Establish an advisory board composed of parent(s) or legal guardian(s), teachers and students to assist in menu planning in schools which contract with a food service management company.



T. Nonpublic Sponsors

Shall also agree to the general terms and conditions of the attached Contract: II, III, V, VI, VII, XI B and C, XIII C, XIV to the extent required by federal regulations, XVII A, B, C to the extent it is not inconsistent with terms of primary contract and D, XVIII, XIX and XX.

Issued: 2 February 2010

R 8600 STUDENT TRANSPORTATION

General Requirements - Students Remote From School

A. The Board will transport:

1. Students who reside remote, as defined in N.J.S.A. 18A:39-1. and N.J.A.C. 6A:27-1.4(a)1. and (a)2., from their assigned district school of attendance;

2. Nonpublic school students who reside remote from their school of attendance and meet the eligibility criteria of N.J.A.C. 6A:27-2.1 et seq.; and

3. Students with special needs shall be provided transportation in accordance with N.J.S.A. 18A:39-1 et seq. and with their Individualized Education Program (IEP) pursuant to N.J.A.C. 6A:27-5.1.

Cooperative/Coordinated Transportation Services

A. The Board shall utilize cooperative/coordinated transportation services in accordance with the provisions of N.J.S.A. 18A:39-11.1 et seq. and N.J.A.C. 6A:27-10.1 et seq.

School Bus Use and Standards

A. All school buses bid or purchased shall be in accordance with the requirements of N.J.S.A. 39:3B-10 – School Bus Safety Equipment.

B. School bus drivers and all school bus passengers shall be required to wear seat belts when transported in school buses so equipped. Seat belts shall be fastened when the driver and passengers board the vehicle and they shall be kept fastened at all times while on board the vehicle. Seat belts may be unfastened only when the individual is departing the vehicle. The Board further requires that drivers and passengers using private vehicles to transport students wear seat belts in the same manner.

C. There shall be displayed on every bus subject to the provisions of N.J.S.A. 39:3B-1, signs or legends which will, insofar as practicable, inform the driver of any vehicle concerning the duty imposed upon him/her by law with respect to passing a bus, while it is loading or unloading. The signs or legends shall be in a color, form, and design as will meet the requirements prescribed by the State Board of Education.

An agency, Board of Education, nonpublic school, or school bus contractor operating a school bus subject to the provisions of N.J.S.A. 39:3B-1 shall display across the rear of the school bus a telephone number, website address, or other identifying information which shall allow the public to report a bus driver's misconduct while operating the school bus to the Board of Education or nonpublic school for which the school bus provides transportation. The lettering shall be of a color that contrasts with the color of the school bus.

The Board of Education or nonpublic schools hall comply with New Jersey Department of Education (NJDOE) regulations regarding; the appropriate Board of Education or nonpublic school official or designee to address and respond to a complaint of school bus driver misconduct; the appropriate actions which a Board of Education or nonpublic school may take to respond to a complaint of school bus driver misconduct; and the time period during which a Board of Education or nonpublic school may act to respond to a complaint of school bus driver misconduct in accordance with the provisions of N.J.S.A. 39:3B-2.1.

D. The Board requires every school bus bid or purchased that is used to transport public, non-public, charter, and/or renaissance school students will be equipped with a crossing control arm at the right front corner of the bus. The arm must open and extend out from the bus at least five feet each time the bus door is opened.

E. School bus purchase, use and standards must meet Federal and State standards and must be in accordance with N.J.A.C. 6A:27-7.1 et seq. and N.J.S.A. 18A:18A-1 et seq. – Public School Contracts Law.

Operation and Management of Transportation System

A. The Business Administrator/Board Secretary and Board of Education Transportation Committee shall

1. Prepare a map of the district on which each bus stop and bus route is indicated or, alternatively, prepare an itinerary of bus routes that may be used in conjunction with a map of the school district;

2. Prepare and promulgate procedures to be followed in the event of a bus emergency, bus safety, bus driver training and rules governing the conduct of all students transported by the Board in accordance with N.J.A.C. 6A:27-11.1 et seq. and 6A:27-12.1 et seq.

3. Maintain such records and make such reports regarding school transportation as are required by the State Board of Education; and

4. Prepare the specifications for each bus route or contract for which proposals will be sought by the Board in accordance with N.J.A.C. 6A:27-9.1 et seq.

B. The operation and fiscal management of the district's transportation system shall be conducted in strict accordance with rules of the State Board of Education and the NJDOE.

Issued: 2 February 2010
Revised: 7 January 2020

R 8630 EMERGENCY SCHOOL BUS PROCEDURES

A. Staff Training

1. The employer shall administer a safety education program for all permanent and substitute school bus drivers and school bus aides that it employs. At a minimum, the training shall include:

   a. Student management and discipline;

   b. School bus accident and emergency procedures;

   c. Conducting school bus emergency exit drills;

   d. Loading and unloading procedures;

   e. School bus stop loading zone safety;

   f. Inspecting the school vehicle for students left on board the bus at the end of a route; and

   g. The use of student's educational records, including the employee's responsibility to ensure the privacy of the student and his or her records, if applicable.

2. The employer shall administer a safety education program to school bus drivers that includes defensive driving techniques and railroad crossing procedures.

3. The employer shall administer the safety education program, as set forth in A.1. and 2. above, twice per calendar year to all permanent and substitute school bus drivers and school bus aides it employs in accordance with N.J.S.A. 18A:39-19.1a.

4~~3~~. The employer shall be responsible to administer a Commissioner of Education-developed training program on proper procedures for interacting with students with special needs in accordance with the provisions of N.J.S.A. 18A:39-19.2 and 18A:39-19.3 for all school bus drivers and school bus aides:

a. In the case of a school bus driver or aide who is employed prior to the development and availability of the training program, the employer shall administer the training program to the individual no later than one hundred and eighty days after the training program is made available by the Commissioner;

b. In the case of a school bus driver or aide who is employed after the development and availability of the training program, the employer shall administer the training program to the individual prior to that individual operating a school bus or serving as an aide on a school bus;

c. In accordance with the provisions of N.J.S.A.18A:39-19.3.b., the employer shall require a school bus driver or school bus aide to file a certification with the employer that the individual has completed the training program required as per N.J.S.A. 18A:39-19.2 within five business days of its completion. The employer shall retain a copy of the certification for the duration of the individual's employment, and shall forward a copy of the certification to the New Jersey Department of Education (NJDOE); and/or

d. Contractors that provide student transportation services under a contract with the Board of Education shall comply with the requirements of N.J.S.A. 18A:39-19.2 and 19.3 and N.J.A.C. 6A:27-11.1 et seq.

B. Emergency Bus Evacuation Drills

1. The Principal or designee of each school shall organize and conduct emergency bus exit drills at least twice within the school year for students who are transported to and from school and all other students shall receive school bus evacuation instruction at least once within the school year.

2. School bus drivers and bus aides shall participate in the emergency exit drills.

3. Bus exit drills will be conducted on school property and shall be supervised by the Principal or by a person assigned to act in a supervisory capacity. The drills will be conducted when weather is conducive to safety and preferably when the bus arrives at school with a full complement of students.

4. The portion of the drill involving the use of the rear emergency door, which requires students to jump from the bus to the ground does need not to be performed by every student and may be demonstrated by others.

5. The school bus driver or supervisor of the drill shall:

   a. Describe and demonstrate the use of kick-out windows and split-sash windows;

   b. Describe the location and use of flares, flags, fire ax, and other emergency equipment;

   c. Give instruction in the opening and closing of front and rear doors, turning off the ignition switch, and setting and releasing the emergency brake;

   d. Explain that the bus will be evacuated by the front door when the bus is damaged in the rear and by the rear door when the front door is blocked;

   e. Demonstrate the use of the emergency exit door;

   f. Instruct students that lunches and books should be left on the bus in the evacuation procedure;

   g. Encourage older, bigger students to assist younger, smaller students in their exit from the bus;

   h. Have students leave the bus one row at a time, left and right sides alternating, in a prompt and orderly fashion;

   i. Instruct students to group a safe distance away from the bus and to wait in that place until directed by the driver, a police officer, or other adult in authority;

   j. Tolerate no student misbehavior in the conduct of the drill; the failure of any student to follow directions must be reported to the Principal; and

   k. Provide any other training required by Federal and State law or as deemed appropriate by the Board that will protect the safety of the students in the event the bus needs to be exited due to an emergency.

6. In accordance with the provisions of N.J.A.C. 6A:27-11.2(d), emergency bus evacuation drills shall be documented in the minutes of the Board at the first meeting following completion of the emergency exit drill. The minutes shall include, but are not limited to, the following:

   a. The date of the drill;

   b. The time the drill was conducted;

   c. The school name;

   d. The location of the drill;

   e. The route number(s) included in the drill; and

   f. The name of the Principal or assigned person(s) who supervised the drill.

C. Additional Precautions

1. School bus drivers may, depending on the age of the students on a bus route, discuss with the students additional safety precautions that may be taken in the event of a bus emergency. The safety precautions to be discussed shall be approved by the _____ (Transportation Supervisor or Principal or designee).

2. In accordance with the provisions of N.J.S.A. 18A:39-19.4, the Commissioner of Education shall develop a student information card that includes information that should be readily available to a school bus driver and school bus aide for the purpose of promoting proper interaction with a student with special needs. The parent of a student with an Individualized Education Plan (IEP) shall complete the student information card when the IEP is developed or amended for a student who receives transportation services.

   a. Upon receiving consent from a student's parent, the school district shall provide a copy of the completed student information card to a school bus driver and school bus aide for each student on the bus route to which the school bus driver or school bus aide is assigned for whom a student information card has been completed by the parent.

3. School bus drivers shall attend training workshops offered by the NJDOE and this school district and shall be trained in first aid.

4. Each school bus shall be equipped with:

   a. A list of the students assigned to that bus;

   b. A basic first aid kit;

   c. Several emergency notice cards on which are printed the telephone numbers of the appropriate police department, the receiving school, and an emergency medical service and on which is provided a space for writing the location of a disabled school bus and the name of the bus driver;

   d. Flags or flares or other warning devices; and

   e. Any other equipment or supplies determined to be included on the school bus by the administration.

5. Each school bus driver shall:

   a. Inspect his/her bus for possible hazards or safety concerns before driving the bus each day;

   b. Keep aisles and passageways clear at all times;

   c. Maintain student discipline on the bus;

   d. Prohibit the presence of any non-service animal, firearm, ammunition, weapon, explosive, or any other dangerous or illegal material or object on the school bus;

   e. Report promptly to the _____ (Principal, Transportation Supervisor, Other) any potential driving hazard on his/her route, such as construction, road work, etc.;

   f. Report promptly to the _____ (Principal, Transportation Supervisor, Other) any deviation in the bus route or schedule;

   g. Drive within speed limits at all times and exercise extraordinary care in inclement weather;

h. Know and obey all motor vehicle laws and regulations and State Board of Education regulations;

i. Not smoke, eat, or drink while in or operating the bus at any time or perform any act or behave in any manner that may impair the safe operation of the school bus;

j. Inspect the school vehicle for students left on board the bus at the end of a route

k. Not allow a student on board a school bus unless the bus driver or other employee of the Board or school bus contractor is also on board the bus. This shall not apply when a school bus driver leaves the bus to assist in the boarding or exiting of a disabled student or in the case of an emergency.

D. General Emergency Rules

1. School bus drivers are responsible for the safety of the students on their bus. In the event of an emergency, school bus drivers must exercise responsible leadership. The safety and well-being of students must be the drivers' paramount consideration. School bus drivers shall stay with their students until another school staff member, law enforcement officer, or a first responder can assume responsibility for the safety of the students.

2. School bus drivers may not leave the school bus when children are aboard except in an emergency and, then, only after they have turned off the engine, removed the ignition key, and safely secured the school bus.

3. A school bus must be evacuated when:

a. There is a fire in the engine or any other portion of the bus;

b. There is a danger of fire because the bus is near an existing fire or a quantity of gasoline or other highly combustible material and is unable to move away;

c. The bus is disabled for any reason and:

(1) Its stopping point is in the path of a train or is adjacent to a railroad track;

(2) A potential exists for the position of the bus to shift thus endangering students; or

(3) The stopping point (e.g., on a hill, curve, or near an obstruction) fails to provide oncoming traffic with at least 300 feet visibility of the bus, thus creating the danger of a collision.

d. The risk of remaining in the bus poses a greater safety risk than evacuating the bus.

4. When a school bus is evacuated, students shall leave the bus by the exit(s) and in the manner that affords maximum safety in the circumstances.

5. Students who have been evacuated from a school bus shall be moved to a safe place and distance from the bus and remain there until the driver or, if the driver is incapacitated, another person in authority has determined that no danger remains or until other alternative safety provisions can be made.

6. No student shall be allowed to request a ride with a passerby or proceed to walk home or leave the scene without the specific approval of the bus driver, a police officer, or other person in authority.

7. In the event a school bus is disabled in the course of providing student transportation, the driver, or a responsible person designated by the driver, will notify the _____ (Principal of the receiving school, Transportation Supervisor, School Business Administrator/Board Secretary, Other) of the number and location of the bus and the circumstances of the disability. The _____ (Principal of the receiving school, Transportation Supervisor, School Business Administrator/Board Secretary, Other) will make arrangements for the safety of the students.

E. Specific Emergency Situations

1. In the event of an accident or vehicle failure the following procedures will be implemented:

a. The school bus driver shall, in person or through a responsible designee, summon the police and emergency medical services, if necessary, and notify the Principal of the receiving school and the School Business

Administrator/Board Secretary or designee, of the district providing the transportation.

b. The school bus driver will attempt to make all students as safe and comfortable as possible. If possible and necessary, the driver will administer emergency first aid to injured students.

c. In the event of an accident with no apparent or actual injuries and when law enforcement officials permit the bus to continue on its route after investigating the accident the school nurse will:

(1) If the accident occurred on the way to school or during school hours, examine any student who is feeling or displaying any symptoms of any injuries from the accident when the bus arrives at school; or

(2) If the accident occurred on the way home from school, examine any student who is feeling or displaying any symptoms of any injuries from the accident the next school day or if the parent of a student requests the school nurse examine their child the next school day.

d. In the event of an accident where students are injured, a student(s) may be transported to a hospital if it is determined by law enforcement, medical, and/or first aid staff at the accident scene additional medical treatment is required.

(1) If the accident occurred on the way to school or during school hours, the school nurse will examine any student not transported to the hospital who is feeling or displaying any symptoms of any injuries from the accident when the bus arrives at school.

(2) If the accident occurred on the way home from school, the nurse will examine any student feeling or displaying any symptoms of any injuries from the accident the next school day or if the parent of a student requests the school nurse examine their child the next school day.

e. If another vehicle(s) is involved, the bus driver will obtain the following information from the driver(s) of that vehicle(s) or from law enforcement officers at the accident scene: driver's name, driver's license number, vehicle owner's name and address, vehicle registration number, owner's insurance company and policy number, and a description of the vehicle (color, make, year, body type).

f. The following notifications must be provided:

(1) The school bus driver must report immediately to the Principal of the receiving school and the School Business Administrator/Board Secretary or designee of the district providing the transportation, any accident that involves an injury, death, or property damage. In addition, the bus driver must complete and file the Preliminary School Bus Accident Report prescribed by the Commissioner of Education.

(2) The Principal of the receiving school shall retain a copy of the Report and forward other copies of the Report as prescribed by the NJDOE.

(3) In addition, a school bus driver involved in an accident resulting in injury or death of any person, or damage to property of any one person in excess of $500 shall complete and file within ten days after such accident a Motor Vehicle Accident Report in accordance with N.J.S.A. 39:4-130.

(4) The parent of students involved in a school bus accident shall be notified as quickly as possible commensurate with the severity of the accident and injuries, if any, and hospital placement of their child if transported to a hospital by ambulance or by other emergency personnel.



2. In the event the school bus driver is incapacitated, the following procedures will be implemented:

   a. A school bus driver is incapacitated when he/she is unable to operate the school bus safely or when his/her driving ability is significantly impaired by the driver's physical or mental condition.

   b. If there is a bus aide on the bus, the bus aide will take steps necessary to have the bus pulled off the road to a safe location and shall contact school officials or emergency services for assistance. If a bus aide is not on the bus, the bus driver shall pull the bus off the road to a safe location and contact school officials or emergency services for assistance.

   c. The bus shall be stopped, with due consideration for the safety of its passengers, the motor turned off, the ignition key removed, and safely secure the bus.

   d. The _____ (Principal of the receiving school, Transportation Supervisor, School Business Administrator/Board Secretary, Other) shall immediately arrange for the transportation of the students by substitute driver, substitute bus, or other means.

3. In the event of an injury to a student on the bus, at a bus stop, or along a transportation route, not incurred as the result of a school bus accident, the following procedures will be implemented.

   a. In the absence of another responsible adult in authority, the school bus driver will take charge of a student who has been injured or disabled on a school bus, at a school bus stop, or along the transportation route traveled by the school bus.

   b. If necessary, first aid will be administered.



c. If the student's injury is serious, emergency medical services will be summoned; the school bus driver or a responsible adult appointed by the bus driver will remain with the student until emergency medical help arrives.

d. If the student's injury:

(1) Occurs on the way to the school, the school bus driver will deliver the injured student to the school nurse for examination and such treatment or referral as may be required. The school nurse will notify the student's parent;

(2) Occurs on the way to the student's home, the school bus driver or another school district staff member will deliver the injured student to his/her parent or to a responsible adult at the student's home or if no one is home the injured student will be transported back to a school district location until a parent or another responsible adult can be contacted. If it is determined the student may need medical treatment and a parent or responsible adult cannot be contacted, the child may be transported to the school physician's office or to the nearest hospital emergency room; or

(3) Occurs on the way to or from an extracurricular event, the school bus driver will notify a professional staff member assigned to the activity, who will take charge of the student and notify the student's parent.

e. The school bus driver will immediately report the incident and any injuries to the Principal or designee of the school in which the student is enrolled.

Issued:



R 8630 EMERGENCY SCHOOL BUS PROCEDURES

A. Staff Training

1. The employer shall administer a safety education program for all permanent and substitute school bus drivers and school bus aides. At a minimum, the training shall include:

   a. Student management and discipline;

   b. School bus accident and emergency procedures;

   c. Conducting school bus emergency exit drills;

   d. Loading and unloading procedures;

   e. School bus stop loading zone safety;

   f. Inspecting the school vehicle for students left on board the bus at the end of a route; and

   g. The use of student's educational records, including the employee's responsibility to ensure the privacy of the student and his or her records, if applicable.

2. The employer shall administer a safety education program to school bus drivers that includes defensive driving techniques and railroad crossing procedures.

3. The employer shall administer the safety education program, as set forth in A.1. and 2. Above, twice per calendar year to all permanent and substitute school bus drivers and school bus aides it employs in accordance with N.J.S.A. 18A:39-19.1a**.**

4. The employer shall be responsible to administer a Commissioner of Education-developed training program on proper procedures for interacting with students with special needs in accordance with the provisions of N.J.S.A. 18A:39-19.2 and 18A:39-19.3 for all school bus drivers and school bus aides:

a. In the case of a school bus driver or aide who is employed prior to the development and availability of the training program, the employer shall administer the training program to the individual no later than one hundred and eighty days after the training program is made available by the Commissioner;

b. In the case of a school bus driver or aide who is employed after the development and availability of the training program, the employer shall administer the training program to the individual prior to that individual operating a school bus or serving as an aide on a school bus;

c. In accordance with the provisions of N.J.S.A. 18A:39-19.3.b., the employer shall require a school bus driver or school bus aide to file a certification with the employer that the individual has completed the training program required as per N.J.S.A. 18A:39-19.2 within five (5) business days of its completion. The employer shall retain a copy of the certification for the duration of the individual's employment and shall forward a copy of the certification to the New Jersey Department of Education (NJDOE); and/or

d. Contractors that provide student transportation services under a contract with the Board of Education shall comply with the requirements of N.J.S.A. 18A:39-19.2 and 19.3 and N.J.A.C. 6A:27-11.1 et seq.

B. Emergency Bus Evacuation Drills

1. The Principal or designee of each school shall organize and conduct emergency bus exit drills at least twice within the school year for students who are transported to and from school and all other students shall receive school bus evacuation instruction at least once within the school year.

2. School bus drivers and bus aides shall participate in the emergency exit drills.

3. Bus exit drills will be conducted on school property and shall be supervised by the Principal or by a person assigned to act in a supervisory capacity. The drills will be conducted when weather is conducive to safety and preferably when the bus arrives at school with a full complement of students.

4. The portion of the drill involving the use of the rear emergency door, which requires students to jump from the bus to the ground, does need not to be performed by every student and may be demonstrated by others.

5. The school bus driver or supervisor of the drill shall:

   a. Describe and demonstrate the use of kick-out windows and split-sash windows;

   b. Describe the location and use of flares, flags, fire ax, and other emergency equipment;

   c. Give instruction in the opening and closing of front and rear doors, turning off the ignition switch, and setting and releasing the emergency brake;

   d. Explain that the bus will be evacuated by the front door when the bus is damaged in the rear and by the rear door when the front door is blocked;

   e. Demonstrate the use of the emergency exit door;

   f. Instruct students that lunches and books should be left on the bus in the evacuation procedure;

   g. Encourage older, bigger students to assist younger, smaller students in their exit from the bus;

   h. Have students leave the bus one row at a time, left and right sides alternating, in a prompt and orderly fashion;

   i. Instruct students to group a safe distance away from the bus and to wait in that place until directed by the driver, a police officer, or other adult in authority;

j. Tolerate no student misbehavior in the conduct of the drill; the failure of any student to follow directions must be reported to the Principal; and.

k. Provide any other training required by Federal and State law or as deemed appropriate by the Board that will protect the safety of the students in the event the bus needs to be exited due to an emergency.

6. In accordance with the provisions of N.J.A.C. 6A:27-11.2(d), emergency bus evacuation drills shall be documented in the minutes of the Board at the first meeting following completion of the emergency exit drill. The minutes shall include, but are not limited to, the following:

a. The date of the drill;

b. The time the drill was conducted;

c. The school name;

d. The location of the drill;

e. The route number(s) included in the drill; and

f. The name of the Principal or assigned person(s) who supervised the drill.

C. Additional Precautions

1. School bus drivers may, depending on the age of the students on a bus route, discuss with the students additional safety precautions that may be taken in the event of a bus emergency. The safety precautions to be discussed shall be approved by the Principal.

2. In accordance with the provisions of N.J.S.A. 18A:39-19.4, the Commissioner of Education shall develop a student information card that includes information that should be readily available to a school bus driver and school bus aide for the purpose of promoting proper interaction with a student with special needs. The parent of a student with an Individualized Education Plan (IEP) shall complete the student information card when the IEP is developed or amended for a student who receives transportation services.

a. Upon receiving consent from a student's parent, the school district shall provide a copy of the completed student information card to a school bus

driver and school bus aide for each student on the bus route to which the school bus driver or school bus aide is assigned for whom a student information card has been completed by the parent.

3. School bus drivers shall attend training workshops offered by the NJDOE and this school district and shall be trained in first aid.

4. Each school bus shall be equipped with:

   a. A list of the students assigned to that bus;

   b. A basic first aid kit;

   c. Several emergency notice cards on which are printed the telephone numbers of the appropriate police department, the receiving school, and an emergency medical service and on which is provided a space for writing the location of a disabled school bus and the name of the bus driver;

   d. Flags or flares or other warning devices; and

   e. Any other equipment or supplies determined to be included on the school bus by the administration.

5. Each school bus driver shall:

   a. Inspect his/her bus for possible hazards or safety concerns before driving the bus each day;

   b. Keep aisles and passageways clear at all times;

   c. Maintain student discipline on the bus;

   d. Prohibit the presence of any non-service animal, firearm, ammunition, weapon, explosive, or any other dangerous or illegal material or object on the school bus;

   e. Report promptly to the Principal and/or transportation supervisor any potential driving hazard on his/her route, such as construction, road work, etc.

f. Report promptly to the Principal and/or transportation supervisor any deviation in the bus route or schedule;

g. Drive within speed limits at all times and exercise extraordinary care in inclement weather;

h. Know and obey all motor vehicle laws and regulations and State Board of Education regulations; and

i. Not smoke, eat, or drink while in or operating the bus at any time or perform any act or behave in any manner that may impair the safe operation of the school bus.

j. Inspect the school vehicle for students left on board the bus at the end of a route; and

k. Not allow a student on board a school bus unless the bus driver or other employee of the Board or school bus contractor is also on board the bus. This shall not apply when a school bus driver leaves the bus to assist in the boarding or exiting of a disabled student or in the case of an emergency.

D. General Emergency Rules

1. School bus drivers are responsible for the safety of the students on their bus. In the event of an emergency, school bus drivers must exercise responsible leadership. The safety and well-being of students must be the drivers' paramount consideration. School bus drivers shall stay with their students until another school staff member, law enforcement, or a first responder can assume responsibility for the safety of the students.

2. School bus drivers may not leave the school bus when children are aboard except in an emergency and, then, only after they have turned off the engine, removed the ignition key, and safely secured the school bus.

3. A school bus must be evacuated when:

a. There is a fire in the engine or any other portion of the bus;

b. There is a danger of fire because the bus is near an existing fire or a quantity of gasoline or other highly combustible material and is unable to move away;

c. The bus is disabled for any reason and

(1) Its stopping point is in the path of a train or is adjacent to a railroad track,

(2) A potential exists for the position of the bus to shift thus endangering students, or

(3) The stopping point (e.g., on a hill, curve, or near an obstruction) fails to provide oncoming traffic with at least 300 feet visibility of the bus, thus creating the danger of a collision.

d. The risk of remaining in the bus poses a greater safety risk than evacuating the bus.

4. When a school bus is evacuated, students shall leave the bus by the exit(s) and in the manner that affords maximum safety in the circumstances.

5. Students who have been evacuated from a school bus shall be moved to a safe place and distance from the bus and remain there until the driver or, if the driver is incapacitated, another person in authority has determined that no danger remains or until other alternative safety provisions can be made.

6. No student shall be allowed to request a ride with a passerby or proceed to walk home or leave the scene without the specific approval of the bus driver, a police officer, or other person in authority.

7. In the event a school bus is disabled in the course of providing student transportation, the driver, or a responsible person designated by the driver, will notify the Principal/Transportation Supervisor of the number and location of the bus and the circumstances of the disability. The Principal/Transportation Supervisor will make arrangements for the safety of the students.

E. Specific Emergency Situations

1. In the event of an accident or vehicle failure the following procedures will be implemented.

a. The school bus driver shall, in person or through a responsible designee, summon the police and emergency medical services, if necessary, and notify the Principal of the receiving school and the School Business

Administrator/Board Secretary, or designee, of the district providing the transportation.

b. The school bus driver will attempt to make all students as safe and comfortable as possible. If possible and necessary, the driver will administer emergency first aid to injured students.

c. In the event of an accident with no apparent or actual injuries and when law enforcement officials permit the bus to continue on its route after investigating the accident, the school nurse will:

(1) If the accident occurred on the way to school or during school hours, examine any student who is feeling or displaying any symptoms of any injuries from the accident when the bus arrives at school; or

(2) If the accident occurred on the way home from school, examine any student who is feeling or displaying any symptoms of any injuries from the accident the next school day or if the parent of a student requests the school nurse examine their child the next school day.

d. In the event of an accident where students are injured, a student(s) may be transported to a hospital if it is determined by law enforcement, medical, and/or first aid staff at the accident scene additional medical treatment is required.

(1) If the accident occurred on the way to school or during school hours, examine any student who is feeling or displaying any symptoms of any injuries from the accident when the bus arrives at school; or

(2) If the accident occurred on the way home from school, examine any student who is feeling or displaying any symptoms of any injuries from the accident the next school day or if the parent of a student requests the school nurse examine their child the next school day.

e. If another vehicle(s) is involved, the bus driver will obtain the following information from the driver(s) of that vehicle(s) or from law enforcement officers at the accident scene: driver's name, driver's license number, vehicle owner's name and address, vehicle registration number, owner's

insurance company and policy number, and a description of the vehicle (color, make, year, body type).

f. The following notifications must be provided:

(1) The school bus driver must report immediately to the Principal ~~of~~ and the School Business Administrator/Board Secretary or designee of the district providing the transportation, any accident that involves an injury, death, or property damage. In addition, the

bus driver must complete and file the Preliminary School Bus Accident Report prescribed by the Commissioner of Education.

(2) The Principal of the receiving school shall retain a copy of the Report and forward other copies of the Report as prescribed by the NJDOE.

(3) In addition, a school bus driver involved in an accident resulting in injury or death of any person or damage to property of any one person in excess of $500 shall complete and file within ten days after such accident**,** a Motor Vehicle Accident Report in accordance with N.J.S.A. 39:4-130.

(4) The parent of students involved in a school bus accident shall be notified as quickly as possible commensurate with the severity of the accident and injuries, if any, and hospital placement of their child if transported to a hospital by ambulance or by other emergency personnel.

2. In the event the school bus driver is incapacitated, the following procedures will be implemented:

a. A school bus driver is incapacitated when he/she is unable to operate the school bus safely or when his/her driving ability is significantly impaired by the driver's physical or mental condition.

b. If there is a bus aide on the bus, the bus aide will take steps necessary to have the bus pulled off the road to a safe location and shall contact school officials or emergency services for assistance. If a bus aide is not on the

bus, the bus driver shall pull the bus off the road to a safe location and contact school officials or emergency services for assistance.

c. The bus shall be stopped, with due consideration for the safety of its passengers, the motor turned off, the ignition key removed, and safely secure the bus.

3. In the event of an injury to a student on the bus, at a bus stop, or along a transportation route, not incurred as the result of a school bus accident, the following procedures will be implemented.

   a. In the absence of another responsible adult in authority, the school bus driver will take charge of a student who has been injured or disabled on a school bus, at a school bus stop, or along the transportation route traveled by the school bus.

   b. If necessary, first aid will be administered.

   c. If the student's injury is serious, emergency medical services will be summoned; the school bus driver or a responsible adult appointed by the bus driver will remain with the student until emergency medical help arrives.

   d. If the student's injury;

      (1) Occurs on the way to the school, the school bus driver will deliver the injured student to the school nurse for examination and such treatment or referral as may be required. The school nurse will notify the student's parent;

      (2) Occurs on the way to the student's home, the school bus driver or another school district staff member will deliver the injured student to his/her parent or to a responsible adult at the student's home or if no one is home the injured student will be transported back to a school district location until a parent or another responsible adult can be contacted. If it is determined the student may need medical treatment and a parent or responsible adult cannot be contacted, the

child may be transported to the school physician's office or to the nearest hospital emergency room; or

(3) Occurs on the way to or from an extracurricular event, the school bus driver will notify a professional staff member assigned to the activity, who will take charge of the student and notify the student's parent.

e. The school bus driver will immediately report the incident and any injuries to the Principal or designee of the school in which the student is enrolled.

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R 9120 PUBLIC INFORMATION PROGRAM

A. Standards of Presentation

1. Material released in the district's public information program should:

   a. Be factual, topical, newsworthy, and consistent with the educational goals adopted by the Board of Education;

   b. Represent the activities at all grade levels, subject areas, and schools and not favor one school population or activity over another;

   c. Strive to interpret the educational program to the lay public and avoid the use of professional terminology; and

   d. Present an integrated district-wide picture of district-wide programs rather than fragmented information.

2. Information regarding an individual student, other than information classified as directory information in Policy No. 8330, shall be released only with the express written permission of the student's parent(s) or legal guardian(s) or the adult student. Student "information" includes verbal and photographic material, whether or not the student depicted is individually identified. Directory information regarding an individual student may be released only if the student's parent(s) or legal guardian(s) or the adult student has not prohibited its release in accordance with Policy No. 8330.

B. Preparation of Information for Public Distribution

1. Information will be released in a systematic manner to avoid confusion and misunderstanding.

2. Information planned for general public consumption should first be reviewed by interested district employees.

3. News bulletins issued by individual schools or departments within the district must identify the issuing school or department as a part of the school district. Thus all letterheads, bulletins, and publications must carry the full name of the North Caldwell School District.

4. The Principal of each school should prepare a bulletin or news item of interest in his/her building. A copy of the item will be sent to the Superintendent for clearance before the bulletin or item may be released to the press.

5. The office of the Superintendent will prepare and disseminate:

   a. An annual calendar of Board, district, and school events open to the public;

   b. A district newsletter;

   c. Information about the proposed budget, in accordance with Policy No. 6230;

   d. News releases about Board activities and district-wide activities.

6. The Principal of each school will prepare, submit to the Superintendent for approval, and disseminate the following public information publications.

   a. A student handbook will be given to each student enrolled in the school or to the student's parent(s) or legal guardian(s). The handbook will include, as appropriate to the grade levels in the school:

      (1) The organization of the school;

      (2) Rules for student conduct;

      (3) Student rights and responsibilities;

      (4) Information about school operations, health services, attendance, emergency closings, and the like;

      (5) Descriptions of student activities and programs;

      (6) The student grievance procedure; and

      (7) Academic requirements.

   b. A calendar of school events will be distributed to all students, parent(s) or legal guardian(s), and staff members.

c. As appropriate to the grade levels of the school, a listing of course offerings and requirements will be distributed to all parents or legal guardians and students.

d. Programs for specific performances and athletic contests will be distributed to attendees and participants.

C. Release of Information to the Press

1. In accordance with Policy No. 9120, information determined by the Board to be of particular community impact and interest will be released to the press only by the Board.

2. Information regarding Board actions of lesser importance may be released to the press by the Superintendent or designee.

3. Information regarding the activities of the schools and of individuals in the schools may be released to the press on the approval of the Superintendent or designee.

4. All inquiries from members of the press will be referred to the Superintendent for response. A staff member who is requested to give an interview to a member of the press shall so inform the Superintendent, who may request to be present at the interview.

5. In the event of an unusual development in the school district that arouses substantial public interest, the Superintendent will accommodate the needs of the press by establishing a temporary press center.

a. A room will be prepared, as close to the main office as feasible, and equipped with a telephone, computer, access to copying equipment, paper, and other equipment and supplies as may reasonably facilitate the tasks of reporters and photographers.

b. Members of the press will be directed to gather in the pressroom, where they will hear and may question the district's spokesperson.

c. All information about the unusual development will be relayed through the designated district spokesperson, who should be given direct access to the information and people necessary to the gathering of accurate data.

d. School officials who are asked to give statements to the press regarding the development should seek the assistance of the Superintendent in drafting their statements.

D. Displays

1. Displays of the accomplishments of district students and the results of educational programs may be placed in locations that afford a high level of public visibility, such as in local commercial establishments, municipal offices, health facilities, libraries, and banks.

2. The staff member planning the display must request and receive in writing the permission of the facility in which the display will be placed. The request will clearly indicate the duration of the display, the time when it will be installed, and any particular accommodations that are necessary to the display.

3. A letter of appreciation shall be sent to the facility after the display is removed.

R 9130 PUBLIC COMPLAINTS AND GRIEVANCES

All complaints and grievances addressed to the Board of Education, Board members individually, school officials, or district staff members shall be referred to the Superintendent for consideration in accordance with the following procedures.

A. Complaints Regarding a Teaching Staff Member Other Than Administrator

1. First level

   a. The complainant will be directed to address the matter to the staff member.

   b. The staff member will be directed to discuss the matter directly with the complainant and to make every reasonable effort to explain the difficulty and/or take appropriate action in accordance with district regulations and within his/her authority and district regulations.

   c. The staff member will report the matter, and whatever action may have been taken to resolve the matter, to the Principal.

2. Second level

   a. If the matter cannot be satisfactorily resolved at the first level, the complainant may discuss the matter with the Principal.

   b. The Principal will take all reasonable and prudent steps to resolve the complaint or to explain to the complainant why the matter cannot be resolved as the complainant wishes.

3. Third level

   a. If the matter cannot be satisfactorily resolved at the second level, the complainant may, within three working days (see Policy No. 9130) of his/her meeting with the Principal, submit to the Superintendent a written request for a conference. The request shall include:

      (1) The specific nature of the complaint and a brief statement of the facts giving rise to it,

(2) The respect in which it is alleged that the complainant or the complainant's child has been unfairly treated or adversely affected, and

(3) The remedy sought by the complainant.

b. A copy of the request for conference will be sent to the Board of Education.

c. Within seven working days (see Policy No. 9130) of the receipt of the request, the Superintendent shall conduct a conference, at a time convenient to the complainant, and attempt to resolve the matter informally. The time for conference will be extended if the complainant is unable to schedule a convenient meeting.

d. The Superintendent shall record in writing his/her disposition of the complaint and shall, within ten working days (see Policy No. 9130) of the conference, provide a copy of the written disposition to the complainant and to the Board.

4. Fourth level

a. A complaint that is not resolved by conference with the Superintendent or that seeks a remedy beyond the Superintendent's jurisdiction may be appealed to the Board of Education.

b. The complainant may, within three working days (see Policy No. 9130) of his/her receipt of the Superintendent's written disposition, submit a written request for a hearing before the Board. The request will include a copy of the Superintendent's disposition at Level 3.

c. The Board shall, within forty-five calendar days (see Policy No. 9130) of the receipt of the request, conduct an informal hearing before a committee of Board members, in which the complainant will present his/her complaint. The Board may, on the petition of the complainant, permit the examination of witnesses. The Board may permit the teaching staff member complained of to testify in his/her own behalf.

d. The Board shall, within ten calendar days (see Policy No. 9130) of the hearing, advise the complainant in writing of the Board's disposition of the complaint.



e. The complainant will be advised that the Board's decision may be appealed to the Commissioner of Education.

5. Reasonable efforts will be made to expedite a complaint that arises at the end of the school year so that the matter can be resolved before the interruption of summer vacations.

B. Complaints About an Administrative Staff Member

1. The procedure set forth in A will be followed and the complainant will be directed to discuss the matter first with the administrator.

2. A complaint about a Principal or a central office administrator will omit the second level of the complaint procedure. Appeal of the first level discussion will be made directly to the Superintendent in accordance with A3.

C. Complaints About a Support Staff Member

1. The procedure set forth in A will be followed and the complainant will be directed to discuss the matter first with the support staff member.

2. Appeal at the second level of the complaint procedure will be to the support staff member's supervisor.

3. A complaint about a support staff supervisor will omit the second level of the complaint procedure. Appeal of the first level discussion will be made directly to the Superintendent in accordance with A3.

D. Complaints About a Program, Practice, or Operation

1. A complaint directed to a matter of district or school policy, procedure, program, or operation, including entitlement programs established by state or federal law, should be addressed, initially, to the administrator or department head most directly concerned with the matter, in accordance with A1.

2. A complaint that cannot be satisfactorily resolved at the first level may be appealed to the Superintendent and, thereafter, the Board in accordance with the procedures set forth in A3 and A4.



E. Complaints About Instructional and Resource materials

1. Complaints about textbooks, library books, reference works, and other instructional materials used in the district will be made in writing and submitted to the Superintendent.

2. The complainant will complete and sign a complaint form available in the Principal's office. The form will include:

   a. The title, author, and publisher of the work complained of,

   b. The specific portions or language complained of (by page and item),

   c. The complainant's familiarity with the work objected to,

   d. The reasons for the objection,

   e. The students or class for whom the work is intended, and

   f. The way in which the work is used.

3. Within seven working days of the receipt of the complaint form, the Superintendent shall appoint a review committee consisting of:

   a. The head of the department in which the work is being used,

   b. A teacher in the subject area of the work,

   c. A library staff member,

   d. A Board member,

   e. A lay person knowledgeable in the area of the work, and

   f. The Principal of a school in which the work is used.

4. The review committee will meet to evaluate the complaint and review the material objected to. The standards used by the committee will be those set forth in Policy No. 2530.

5. The committee will report its findings and recommendations to the Board.

6. The Board will receive the report of the committee. If the Board acts to remove the work complained of or to limit access to the work, its action will be accompanied by a statement of reasons for the removal or limitation.

7. A copy of the committee's report and the Board's action, if any, will be given to the complainant.

8. The complainant will be informed that a decision of the Board may be appealed to the Commissioner of Education.

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R 9140 CITIZENS ADVISORY COMMITTEE

A. Appointment

In order to form the membership of advisory committees to the Board of Education, the President shall:

1. Appoint residents who are able and interested in the subject and concerned about the schools;

2. Appoint a chairperson;

3. Appoint himself/herself and the Superintendent as ex-officio members of the committee;

4. Define the committee assignment in writing;

5. Appoint an administrator advisor.

B. Operation

1. All members of the committee, whether elected Board members, residents, or staff employees are intended to have the same rights, participation, and vote.

2. The chairperson shall call committee meetings, establish agenda, and provide liaison with staff where necessary.

3. It is expected that some committees will meet more often than others in accordance with a schedule determined by its membership.

4. Meetings of an advisory committee shall not be open to the public.

5. A committee chairperson may call a special meeting of his/her committee at any time with due consideration to applicable statutes, rules, and regulations.

C. Recommendations

1. Recommendations of advisory committees shall not reduce the responsibility of the Board, which shall be free to accept or reject the recommendations as it sees fit.

2. Members of committees who are not elected Board members may not make decisions nor bind the Board or the school district in matters that are reserved to Board members by law.

3. Matters concerned with individual school district employees or students are not appropriate matters for consideration by non-elected members of the committees, but the philosophy, goals, and objectives related to programs, organization, structure, resources, facilities, and finance are.

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R 9150 SCHOOL VISITORS

A. Definition

"Visitor" means any person present in a school building on a school day during the hours school is in session, other than those persons whose presence is required by their enrollment in the school or employment by the Board and includes, but need not be limited to, parents or legal guardians, family members, district residents, guests, educational researchers, and members of the Board. For the purposes of this regulation, "visitor" does not include persons present in school buildings to attend meetings of the Board or events sponsored by organizations granted permission by the Board to meet in the school.

B. Registration

1. Every visitor is required to register in the school office.

2. A notice will be prominently posted at each entrance to the school building, advising visitors to report to the school office before advancing to any other part of the school. Additional signs should be posted in the lobby of each building to advise visitors not to proceed without registering in the school office.

3. The Principal will maintain a logbook in the main office of the school. Each visitor shall enter his/her name and the purpose of his/her visit in the logbook except that the Principal may exempt trades persons who make regular and frequent visits to the school.

4. Each visitor will be given an identification tag or badge, which must be worn while the visitor is in the school. The Principal may give a permanent identification tag or badge to a trades person who makes regular and frequent visits to the school.

5. The Principal or office personnel designated by the Principal shall arrange for an escort to accompany each visitor to his/her destination except that the Principal may permit visitors familiar with the school and personally known to the Principal to proceed unaccompanied.

6. A staff member who encounters a visitor without identification will request the visitor to report at the school office, and if feasible, conduct the visitor to the school office. A visitor who resists the request or refuses to be conducted to the school office shall be reported to the Principal immediately.

7. A teacher shall not admit a visitor to his/her classroom unless the visitor has the identifying tag or badge or is accompanied by the Principal or the Principal's designee.

8. When a visitor has completed the business of his/her visit, he/she will return directly to the school office, return the identification tag or badge, and promptly leave the building.

9. The provisions of this paragraph may be waived for parents or legal guardians attending scheduled parent-teacher conferences.

C. Permission to Visit Classroom

1. Permission to visit a classroom in session must be sought from and granted by the Principal.

2. In general, arrangements to visit a classroom should be made at least one day in advance of the intended visit.

3. If the intended visit would interfere with the planned instructional program, the Principal will so advise the visitor and suggest another time for the visit.

4. The Principal is authorized to exclude a visitor from a classroom if the Principal has reason to suspect that the visitor may disrupt the educational program or threaten the health and safety of students or staff members.

5. The parent(s) or legal guardian(s) who arrives at school without having sought advance approval of a classroom visit may be admitted to the classroom at the discretion of the Principal.

6. The Principal may arrange visits to classrooms by educators and student teachers with the cooperation and consent of the classroom teachers.

7. Teachers may invite guest speakers or observers to their classrooms with the approval of the Principal. Each such guest speaker and observer must sign the school logbook.

8. The Principal has the authority to evaluate all requests to visit a classroom. A denied request will be accompanied by an explanation of the denial. The parent(s) or legal guardian(s) who has been denied access to his/her child's classroom may appeal the Principal's decision to the Superintendent, whose determination may be appealed to the Board of Education in accordance with Policy No. 9130.



D. Limitations on Visits to School

1. Visitors are permitted in the schools only during school hours.

2. A visitor may remove a student from school only in strict accordance with Policy No. 5230.

3. A visitor may confer with a student in the school only with the approval of the Principal and in the presence of a teaching staff member.

4. A visitor to a classroom shall not interrupt the instructional program, speak to or disturb students, or distract the teacher. A visitor who wishes to confer with the teacher must make arrangements for a conference at a later date.

5. A visitor may not bring a child or children to a classroom without the express permission of the teacher and the Principal.

6. A classroom visit may ordinarily not exceed sixty minutes without the express permission of the teacher and the Principal.

7. The Principal may restrict the number of visitors to any classroom at any one time. Preference will be given to the parent(s) or legal guardian(s) of students in the classroom.

E. Disruptive Visitors

1. The Principal has complete authority to exclude from school premises any person whom he/she believes may:

   a. Disrupt the instructional program;

   b. Disturb teachers or students; or

   c. Commit an illegal act.

2. A visitor whose presence or conduct is disruptive or whose conduct in the past suggests that he/she may be disruptive may be requested to leave the school premises. If the visitor so requested does not withdraw, the Principal may summon assistance from the North Caldwell Police Department.

3. A visitor who presents a serious and immediate threat to the health and safety of persons in the school may be subdued by appropriate means pending the arrival of law enforcement officers.

4. If the Principal has been alerted to dangerous persons in the vicinity of the school or has been informed that a person intends to enter the school with the intent of doing harm, the Principal may, in his/her discretion:

   a. Assign personnel to patrol entrances to the school and deny entrance to any person not properly identified or personally known to them;

   b. Secure the services of professional security personnel to monitor entrances; and/or

   c. Lock all school entrances other than the main entrance so that doors cannot be opened from the outside (taking all necessary steps to ensure that doors can be opened from the inside by pressure on crash bars).

R 9190 COMMUNITY ORGANIZATIONS

The Superintendent directs each Building Principal to:

1. Establish and maintain a file of community resources.

2. Recommend which instructional program and/or district operations would profit by the involvement of community resources personnel.

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R 9270 HOME SCHOOLING AND EQUIVALENT EDUCATION OUTSIDE THE SCHOOLS

Home schooling is an educational program provided at home, usually by the parent, legal guardian or other person having custody and control of the child. Children are taught using their own curriculum or published home school curriculum. The Board of Education recognizes that home schooling is an option under the compulsory education law.

For the purpose of this Regulation, "parent" shall mean parent, legal guardian and other person having custody and control of a child between the ages of six and sixteen.

A. Legal Requirement for Compulsory Attendance

1. N.J.S.A. 18A:38-25 requires all children between the ages of six to sixteen years to attend the public schools or a day school in which there is given instruction equivalent to that provided in the public school for children of similar grades and attainments or to receive equivalent instruction elsewhere other than school.

2. The parent of a child that is home schooled is responsible to ensure their child receives instruction equivalent to that provided in the public school for children of similar grades and attainments or to receive equivalent instruction elsewhere other than school.

3. In the event the Superintendent determines there is credible evidence the parent, legal guardian or other person having custody and control of a school-aged child is not causing the child to receive equivalent instruction elsewhere than at school, the Superintendent may request a letter of intent from the parent, legal guardian or other person confirming the child is receiving equivalent instruction elsewhere than at school.

4. If the Superintendent makes a report, the parent of a student receiving instruction elsewhere other than school may, but is not required to, notify the Superintendent of their child's educational program status.

5. A parent of a home schooled child is not required to seek approval from the district or to submit materials to the Superintendent in order to permit it to make a determination as to the equivalency of the instruction.

6. The New Jersey Department of Education encourages a parent to notify the Superintendent of the intent to educate the child elsewhere than at school to avoid questions with respect to compliance with the compulsory education laws.

B. Truancy/Violations of Compelling Attendance

1. When a Superintendent and Board believe a person is not complying with the compulsory education law (N.J.S.A. 18A:38-25 et seq.) they must initiate truancy proceedings in municipal court where a parent may be found guilty of a disorderly persons offense and fined in accordance with N.J.S.A. 18A:38-27 and N.J.S.A. 18A:38-31.

2. If the parent is challenged in court by the Superintendent or Board, the district must demonstrate the child is not receiving an education in accordance with N.J.S.A. 18A:38-25.

C. District Requirements for Home Schooled Students

1. The Board is not required by law to allow a child educated elsewhere than at school to participate in the regular school curriculum or in extra-curricular or sports activities unless specifically provided in Board Policy, or required by Federal law, or State statute or administrative code.

2. A child educated at home shall not receive a state endorsed high school diploma from the Board of Education.

D. Students With Disabilities

1. Any written request from a parent of a home schooled child for a special education evaluation of their child will be reviewed in a meeting of the Child Study Team (CST), the parent, and the regular education teacher in accordance with the provisions of N.J.A.C. 6A:14-2.3. At this meeting, the current information about the child shall be reviewed to determine whether an evaluation is warranted.

a. If an evaluation is warranted, another determination shall be made regarding the assessment procedures. Written notice of the determinations shall be provided to the parent. Once the assessments are completed, a meeting in accordance with N.J.A.C. 6A:14-2.3 shall be held to determine whether the child is eligible for special education and related services.

b. If the child is eligible for special education and related services, the CST will determine a classification category and develop an Individualized Education Program (IEP) in accordance with N.J.A.C. 6A:14-3.7. If the child is eligible for special education and related services, the district shall make a free, appropriate public education available only if the child enrolls in the district.

c. The school district will notify the parent of a classified child who is being educated at home to offer services as required by law. The documentation of this notice will be maintained in the child's record file.

d. Any determination by the school district CST regarding the provision of a special education program to a classified child who is being educated at home may be challenged by the parent in accordance with the provisions of N.J.A.C. 6A:14 et seq.

New Jersey Department of Education – Frequently asked Questions: Home Schooling

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R 9320 COOPERATION WITH LAW ENFORCEMENT AGENCIES

A. Policy 9320 and this Regulation shall be in accordance with the provisions of N.J.A.C. 6A:16-6.2, the Memorandum of Agreement between Education and Law Enforcement Officials (MOA), and shall be:

1. Developed, implemented, and revised, as necessary, in consultation with the county prosecutor and other law enforcement officials as may be designated by the county prosecutor;

2. Reviewed and approved by the Executive County Superintendent;

3. Made available annually to all school district staff, students, and parents;

4. Consistent with reporting, notification, and examination procedures of students suspected of being under the influence of alcohol and other drugs pursuant to N.J.A.C. 6A:16-4.3; and

5. Consistent with N.J.A.C. 6A:16-7, as appropriate.

B. The school district's policies and procedures for cooperation with law enforcement agencies shall include the following components:

1. The Superintendent has designated school district staff as liaisons to law enforcement agencies in accordance with the MOA. The MOA includes a description of the liaisons' roles and responsibilities;

2. Specific procedures for and responsibilities of school district staff in summoning appropriate law enforcement authorities onto school grounds, for the purpose of conducting law enforcement investigations, searches, seizures, or arrests shall be in accordance with the MOA;

3. Specific procedures and responsibilities of school district staff for notifying parents in instances of law enforcement interviews involving their children shall be consistent with the MOA and the following:

   a. School officials shall not notify the student's parent(s) in instances of suspected child abuse or neglect;

   b. School officials shall notify the student's parent(s) when the student is the target of the law enforcement investigation; and

   c. In all other instances, school authorities shall permit law enforcement authorities to determine whether or when a student's parent should be contacted;

4. Specific procedures for and responsibilities of school district staff in cooperating with arrests made by law enforcement authorities on school grounds shall be in accordance with the MOA;

5. Specific procedures for and responsibilities of school district staff in initiating or conducting searches and seizures of students, their property, and their personal effects shall be in accordance with the MOA and the following:

   a. All searches and seizures conducted by school district staff shall comply with the standards prescribed by the United States Supreme Court in *New Jersey v. T.L.O.*, 469 *U.S.* 325 (1985).

   b. Questions concerning searches conducted by school officials shall be directed to the appropriate county prosecutor.

   c. School officials may request that law enforcement authorities assume responsibility for conducting a search or seizure.

d. No school district staff member shall impede a law enforcement officer engaged in a lawful search, seizure, or arrest whether pursuant to a warrant or otherwise.

e. School district staff shall permit law enforcement authorities, upon their arrival, to assume responsibility for conducting a search or seizure.

f. All inspections of lockers, desks, or other objects or personal property on school grounds involving the use of law enforcement drug-detection canines may be undertaken with only the express permission of the county prosecutor or the Director of the Division of Criminal Justice or the Director's designee in the New Jersey Department of Law and Public Safety.

g. Questions concerning the legality of a contemplated or ongoing search, seizure, or arrest conducted by a law enforcement officer on school grounds shall be directed to the county prosecutor or in the case of a search, seizure, or arrest undertaken by the Division of Criminal Justice's designee in the New Jersey Department of Law and Public Safety, to the assigned Assistant Attorney General;

6. The procedures for and responsibilities of school district staff, with regard to interviews of students suspected of possessing or distributing a controlled dangerous substance; including anabolic steroids, drug paraphernalia; or a firearm or other deadly weapon shall be in accordance with Policy and Regulation 5530 and the MOA;

7. Procedures for planning, approving, and conducting undercover school operations shall be in accordance with the MOA and the following:

a. The Superintendent and Principal shall cooperate with law enforcement authorities in the planning and conduct of undercover school operations. The Superintendent shall approve undercover operations without prior notification to the Board of Education.

b. All information concerning requests to undertake an undercover school operation, information supplied by law enforcement authorities to justify the need for and explain a proposed undercover school operation, and all other information concerning an ongoing undercover school operation, including the identity of any undercover officer placed in a school, shall be kept strictly confidential by the Superintendent and Principal.

c. The Superintendent and Principal shall not divulge information concerning an undercover school operation to any person without the prior express approval of the county prosecutor or designee.

d. The Superintendent, Principal, or any other school district staff or Board member who may have been informed regarding the existence of the undercover school operation shall immediately communicate to the county prosecutor or designee if they subsequently learn of information that suggests the undercover officer's true identity has been revealed, the undercover officer's identity or status as a bona fide member of the school community has been questioned, or the integrity of the undercover school operation has been in any other way compromised;

8. The procedures for and responsibilities of school district staff concerning the safe and proper handling of a seized controlled dangerous substance, including anabolic steroids, drug paraphernalia, or a firearm or other deadly weapon, and the prompt delivery of the items to appropriate law enforcement authorities shall be in accordance with N.J.A.C. 6A:16-6.2, Policy and Regulation 5530, and the MOA;

9. The procedures for and responsibilities of school district staff in notifying authorities of a suspected violation of laws prohibiting the possession; sale or other distribution of a controlled dangerous substance, including anabolic steroids; drug paraphernalia; or a firearm or other deadly weapon shall be in accordance with Policy and Regulation 5530 and the MOA;

10. Provisions for requesting uniformed police attendance at extracurricular school events shall be in accordance with the MOA;

11. Provisions for notifying parents as soon as possible whenever a student is arrested for violating a law prohibiting the possession; sale or other distribution of a controlled dangerous substance, including anabolic steroids; drug paraphernalia; or a firearm or other deadly weapon shall be in accordance with Policy and Regulation 5530;

12. Provisions for in-service training of school district staff concerning policies and procedures established in this subchapter, and the exchange of information regarding the practices of the school district and law enforcement agencies shall be in accordance with the MOA;

13. A MOA with appropriate law enforcement authorities in accordance with N.J.A.C. 6A:16-6, Policy 9320, and this Regulation;

14. An annual process for the Superintendent and appropriate law enforcement officials to discuss the implementation and need for revising the MOA, and to review the effectiveness of policies and procedures implemented pursuant to N.J.A.C. 6A:16-6.2 and the MOA;

15. Provisions for contacting the Chief Executive Officer of the involved law enforcement agency, county prosecutor, and/or Division of Criminal Justice, as necessary, to resolve disputes concerning law enforcement activities occurring on school grounds shall be in accordance with the MOA; and

16. Provisions for directing inquiries or complaints received by school district staff regarding interviews, investigations, arrests, or other operations conducted by sworn law enforcement officers to the appropriate law enforcement agency shall be in accordance with the MOA.



C. Mandatory Reporting

1. There are seven offenses that must be reported to law enforcement if they qualify as mandatory reports, as set forth and explained in further detail in the MOA. These mandatory reports include:

   a. Whenever any school district staff has reason to believe a student is in possession of a controlled dangerous substance or related paraphernalia, or is involved or implicated in distribution activities regarding controlled dangerous substances, pursuant to N.J.A.C. 6A:16-6.3;

   b. Whenever any school district staff in the course of their employment develops reason to believe that a firearm or other dangerous weapon has unlawfully been possessed on or off school grounds, a weapon was used in an assault against a student or other school personnel, or that any student or other person has committed an offense with, or while in possession of, a firearm, whether or not such offense was committed on school grounds or during school operating hours, pursuant to N.J.A.C. 6A:16-5.5, 5.6(d)4 and 6.3(b);

   c. Whenever any school district staff in the course of their employment develops reason to believe that anyone has threatened, is planning, or otherwise intends to cause death, serious bodily injury, or significant bodily injury to another person under circumstances in which a reasonable person would believe that the person genuinely intends at some time in the future to commit the violent act or to carry out the threat, pursuant to N.J.A.C. 6A:16-6.3(c) through (e);

   d. Whenever any school district staff in the course of their employment develops reason to believe that a crime involving sexual penetration or criminal sexual contact has been committed on school grounds, or by or against a student during school operating hours or during school-related functions or activities, pursuant to N.J.A.C. 6A:16-6.3(d);

e. Whenever any school district staff in the course of their employment develops reason to believe that an assault upon a teacher, administrator, other school Board employee, or district Board of Education member has been committed, with or without a weapon, pursuant to N.J.A.C. 6A:16-5.7(d)5;

f. Whenever any school district staff in the course of their employment develops reason to believe a "bias-related act" has been committed or is about to be committed on or off school grounds, pursuant to N.J.A.C. 6A:16-6.3(e); and

g. Whenever any school employee in the course of their employment develops reason to believe a student is potentially missing, abused, or neglected, pursuant to N.J.A.C. 6A:16-11.1(a)3i. through iii.

D. Nothing in the policies and procedures required under N.J.A.C. 6A:16-6 and Policy 9320 and this Regulation shall be construed to prohibit school district staff from disclosing information, pursuant to N.J.A.C. 6A:32-7.2 and 7.5(f), if necessary, to protect the immediate health or safety of a student or other persons.

E. The Superintendent or designee shall annually review Policy 9320 and this Regulation as adopted by the Board to ensure each are in accordance with the requirements outlined in the MOA.

Adopted: 2 February 2010
Revised: 15 August 2022

R 9324 SEX OFFENDER REGISTRATION AND NOTIFICATION

A. Definitions

1. Tier One Offender - An offender that is a "low risk of re-offense", thus constituting a low risk of harm to the community. This offender is one who, because of the type of crime, the lack of violence in his/her behavior, the lack of a substantial criminal history and the existence of ties to the community presents no more than a possible risk of re-offense.

2. Tier Two Offender - An offender who is a "moderate risk of re-offense", thus constituting a moderate risk of harm to the community in that the pertinent documents demonstrate that they are reasonably likely to re-offend, warranting limited notice for the protection of the public.

3. Tier Three Offender - An offender who is a "high risk of re-offense" in that the available record demonstrates that there is a probable risk of re-offense, warranting notice to the community likely to encounter the offender.

4. Likely To Encounter - Law enforcement agencies, community organizations or members of the community who are in a location or in close geographic proximity to a location which the offender visits or can be presumed to visit on a regular basis.

5. Fair Chance to Encounter - The types of interaction which ordinarily occur at that location and other attendant circumstances demonstrate that contact with the offender is reasonably certain.

B. Notification To School District From the Law Enforcement Agency/County Prosecutor's Office

1. The Superintendent and the Building Principal(s) of the targeted schools will be notified by the Prosecutor's Office, without the need to register to be notified, for all sex offenders classified as Tier Two or Tier Three Offenders. Local law enforcement agencies and/or the County Prosecutor's Office will determine there is a "fair chance to encounter" the offender in determining community notification. In any event the Superintendent and the Building Principal(s) will be notified for all Tier Two and Tier Three Offenders.

2. The Building Principal(s) are entitled to receive the offender's name and a recent photograph, along with a physical description, the offense of which he/she was convicted, their address, place of employment and/or schooling, and vehicle license number.

3. The County Prosecutor's Office determines the specific schools, community organizations and residences to receive notification.

4. The County Prosecutor's Office and/or the appropriate law enforcement office will notify the Superintendent and the Principal of the targeted school(s). The Superintendent should not notify the target school(s), but may contact the Prosecutor's Office if the Superintendent thinks that a school in the notification area has been inadvertently omitted.

C. School District Procedure Upon Notification From the Law Enforcement Agency/County Prosecutor's Office

1. The Building Principal(s) will have the discretion to make the determination as to which employees within the school should be informed of the notification. The Building Principal should share the notice with any person who in the course of the duties of his/her employment or assignment is regularly in a position to observe unauthorized persons in or near the property of the notified school. If any persons to be notified by the Building Principal are employees of private contractors, the Principal or the Superintendent will notify the private vendor who will provide notice to the employees. The Building Principal will take appropriate steps to educate and alert those staff members who are charged with the care and supervision of children, emphasizing that this information is intended to assist staff members in the protection of their charges, not to provide notification to the community at large.

2. The Building Principal, in conjunction with the appropriate law enforcement agency and the County Prosecutor's Office will provide information, along with appropriate advice regarding the safeguarding of the school's children.

3. All school district staff are prohibited from releasing any of this information to the public at large. All inquiries from community members, non-affected school staff, all parent(s) or legal guardian(s) and other members of the general public shall be directed to the appropriate law enforcement agency and/or the County Prosecutor's Office.

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