LIVINGSTON BOARD OF EDUCATION
VOTING MEETING AGENDA

Tuesday, January 17, 2023
Executive Session - Administration Building - 6:30 p.m.
Public Session - Hybrid Meeting - Administration Building - 7:15 p.m.

This is a public meeting of the Board of Education. The Livingston Board of Education will be video recording and posting its open public meetings on the district website. The Board reserves the right to edit the videotape prior to posting to protect the privacy of students and staff.

The Board's Bylaw #0168 allows videotaping and livestreaming of public meetings with prior approval from the Board Secretary. Any member of the public may record the proceedings of a public meeting of the Board in a manner that does not interrupt the proceedings, inhibit the conduct of the meeting, distract Board members or other observers present at the meeting, or violate the privacy of students and staff. The Board will permit the use of tape recorder(s), video camera(s) or live streaming only when notice of such intended use has been given to the Board Secretary five days in advance of the meeting. Any camera(s) must be operated in an inconspicuous location in the meeting room. The Board reserves the right to request a copy of the tape. The presiding officer shall determine when any recording device interferes with the conduct of a Board meeting and may order that an interfering device be removed.

While the Board of Education discourages the videotaping/livestreaming of students without written parental consent, public meetings are not subject to the same restrictions as other school events. Please be aware that you and your children may be videotaped or livestreamed as a result of your participation at this meeting.

In accordance with Policy #9131, the Livingston Board of Education members, district administration, and staff will treat students, parents/guardians and other members of the public with respect and expect the same consideration in return. The district is committed to maintaining orderly educational and administrative processes in keeping schools and administrative offices free from disruptions and preventing unauthorized persons from entering school/district grounds.

I. OPEN SESSION

A. Call to Order – Vineeta Khanna, President

B. Reading of Meeting Notice

Adequate notice of this meeting has been provided by amendment to notice approved at the Board's reorganization meeting on January 3, 2023 and posted at the Board of Education office and communicated to *The Star Ledger, West Essex Tribune, TAPinto Livingston* and the Livingston Township Clerk.

C. Executive Session

Whereas, the Open Public Meetings Act, N.J.S.A. 10:4-11, permits the Board of Education to meet in closed session to discuss certain matters; now, therefore be it

Resolved, that the Livingston Board of Education adjourns to closed session to discuss:

- Legal and Student Matter

Action may be taken upon return to the public session. The full length of the meeting is anticipated to be approximately 45 minutes and be it

Further Resolved, the minutes of this closed session be made public when the need for confidentiality no longer exists.

ROLL CALL VOTE

D. Pledge of Allegiance / Roll Call

E. Superintendent's Report

1. Annual Board Ethics Training

2. Counseling Report - LHS Report on Graduates for Class of 2022 (as per Policy 2610)

F. Board Reports

G. Student Representative's Report

H. Approval of Minutes
The Superintendent recommends the following:

1. Five-on-Five Meeting Minutes of November 30, 2022
2. Voting Meeting Minutes of December 6, 2022
3. Reorganization Meeting Minutes of January 3, 2023

ROLL CALL VOTE

I. Public Input on Agenda Items ~ up to 15 minutes

An excerpt from Policy #0167 adopted on December 13, 2004, revised on January 10, 2011 and reviewed on March 4, 2013 and January 23, 2017 states that The Board of Education recognizes the value of public comment on educational issues and the importance of allowing members of the public to express themselves on school matters of community interest.

Public participation shall be governed by the following rules:
1. A participant must be recognized by the presiding officer and must preface comments by an announcement of his/her name, place of residence, and group affiliation, if appropriate;
2. Each statement made by a participant shall be limited to three minutes' duration;
3. No participant may speak more than once on the same topic until all others who wish to speak on that topic have been heard;
4. All statements shall be directed to the presiding officer; no participant may address or question Board members individually.

The portion of the meeting during which the participation of the public is invited shall be limited to fifteen minutes, or at the discretion of the presiding officer.

II. RECOMMENDATIONS FOR APPROVAL

1. <u>PROGRAM/CURRICULUM</u>
The Superintendent recommends the following:

1.1 <u>TextBooks and DVDs</u>

Resolved, that the Livingston Board of Education approves the textbooks as shown on ***Attachment A.***

1.2 Student Teachers

Resolved, that the Livingston Board of Education approves the student teachers as shown on ***Attachment B.***

1.3 Field Trips

Resolved, that the Livingston Board of Education approves the field trips as shown on ***Attachment C.***

ROLL CALL VOTE

2. STUDENT SERVICES

The Superintendent recommends the following:

2.1 Out of District Placements

Resolved, that the Livingston Board of Education approves placement for the academic year 2022-2023 for five (5) Livingston students with disabilities and for Extended School Year 2022 (Summer Programs) for four (4) Livingston student with disabilities, as classified and recommended by the Child Study Team, in facilities with tuition costs to be determined within the limits established by the New Jersey Board of Education as shown on ***Attachment D***.

2.2 Related Services/Medical Consultants

Resolved, that the Livingston Board of Education approves the following consultants that will be utilized to provide related services for the 2022-2023 school year.

FEEDING THERAPY

ProCare Therapy d/b/a New Direction Solutions, LLC	$170.00/hour

ROLL CALL VOTE

3. BUSINESS

The Superintendent recommends the following:

3.1 Open Campus – Livingston High School Juniors

Resolved, that the Livingston Board of Education hereby grants permission for the Livingston High School administration to extend Open Campus privileges to Livingston High School juniors for the second semester of the 2022-2023 school year with the understanding that all rules and regulations governing Open Campus will remain in effect.

3.2 Payment of Bills

Whereas, the Board Secretary has audited certain vendor claims as required by N.J.S.A. 18A:19-2 and Board Policy 6470 and presented them to the Livingston Board of Education with the recommendation they be paid, now therefore be it

Resolved, that the Livingston Board of Education approves the payment of the following bills in the amounts listed and attach a complete copy of these bills to the minutes of this meeting.

Fund	Name	Amount
10&11	Regular	$ 2,416,926.79
12	Regular	$ 444,559.62
20	Regular	$229,923.65
60	Cafeteria	$211,830.50
	TOTAL	**$3,303,240.56**

Regular Checks	99756-100238	$3,091,410.06
Cafeteria	1437-1443	$211,830.50
	TOTAL	**$3,303,240.56**

3.3 Preliminary Board Secretary Report – November 2022

Whereas, the Livingston Board of Education has received the Preliminary Report of the Board Secretary for November 30, 2022, consisting of:

1) Interim Balance Sheets
2) Interim Statements Comparing Budgeted Revenue with Actual to Date and Appropriations with Expenditures and Encumbrances to Date
3) Schedule of Revenues - Actual Compared with Estimated
4) Statement of Appropriations Compared with Expenditures and encumbrances, and

Whereas, the Livingston Board of Education has received the preliminary report of the Treasurer for November 30, 2022, which report is in agreement with the Preliminary Report of the Board Secretary, and

Whereas, these reports show the following balances on the date indicated:

	Cash Balance	Appropriation Balance	Fund Balance
(10) General Current Exp. Fund	$20,991,889.46		
(11) Current Expense		$9,760,543.61	$14,527,464.51
(12) Capital Outlay		$4,272,403.57	$4,826,849.00
(20) Special Revenue Fund	$ 769,156.97	$1,931,750.88	
(30) Capital Projects Fund	$ 4,555,472.98		
(40) Debt Service Fund	$ 0.00		
Total:	$26,316,519.41	$15,964,698.06	$19,354,313.51

Whereas, pursuant to N.J.A.C. 6:20-212(d), the Board Secretary has certified that as of November 30, 2022, no budgetary line item account has obligations and payments contractual orders which in total exceed the amount appropriated by the district board of education pursuant to N.J.S.A. 18A:22-8, 18A:22-8.1, now therefore be it

Resolved, the Livingston Board of Education accepts the above referenced reports and certification and directs that they be made part of this resolution by reference, and be it

Further Resolved, the Livingston Board of Education certifies that, after review of the Secretary's monthly financial report (appropriations section) and upon consultation with the appropriate district officials, to the best of its knowledge no major account or fund has been over-expended in violation of N.J.A.C.6:20-2.13(d) and that sufficient funds

are available to meet the district's financial obligations for the remainder of the fiscal year.

3.4 Transfers

Whereas, the Superintendent of Schools recommends certain transfers among accounts in the 2022-2023 budget for November pursuant to Board of Education Policy 6422, now therefore be it

Resolved, that the Livingston Board of Education ratify transfers pursuant to N.J.S.A. 18A:22-8.1 and N.J.A.C. 6:20-2A.10:

Object	Description	To		From
100	Salaries			$161,375
270	Health Benefits			$475,000
320	Purch. Prof. Svcs. - Educational	$2,100		
330	Purchased Professional Svcs.	$62,403		
332	Audit Fees	$3,250		
340	Purchased Technical Svcs.	$1,883		
390	Other Purchased Pro/Tech Svcs.	$275		
420	Clean/Repair Maintenance	$15,134		
421	Hardware Maintenance			$6,983
423	Software Maintenance	$7,361		
440	Rentals / Lease Purchase			$3,250
450	Construction Services	$8,477		
512	Contracted Services (Other)			$25,000
514	Contracted Services (Special Ed)	$500,000		
520	Insurance	$218		
580	Travel	$5,164		
600	Supplies & Materials	$174,692		
610	General Supplies			$113,597
630	BOE Supplies	$160		
640	Textbooks			$2,000
731	Instructional Equipment	$783		
800	Miscellaneous	$97		
890	Other Objects	$5,208		
	TOTALS	**$787,205**		**$787,205**

3.5 Conferences and Overnight Trips

Resolved, that the Livingston Board of Education approves the conferences and overnight trips as shown on ***Attachment E***.

Resolved, that the Livingston Board of Education approves *Hal Mordkoff, Tom Garzon, Delaney Hoffman* and *Sean Cruz* to chaperone approximately 40 students attending the FBLA Leadership Conference and Competition from March 7 to 8, 2023, in Atlantic City, NJ, at no cost to the district.

Resolved, that the Livingston Board of Education approves *Dan Quackenbush* and *Shawn Rembecky* to chaperone approximately 24 students attending the

DECA State Competition from February 27 to March 1, 2023 in Atlantic City, NJ, at no cost to the district.

3.6 Business Travel

Resolved, that the Livingston Board of Education approves Employee #7855 to be reimbursed for regular business travel in an amount not to exceed $5,500 for the 2022-23 school year.

3.7 ACES Electric Resolution

Resolved, that the Livingston Board of Education approves the resolution as shown on ***Attachment F***.

3.8 ACES Gas Resolution

Resolved, that the Livingston Board of Education approves the resolution as shown on ***Attachment G***.

3.9 Certification of 2022-23 SDA Grant

Resolved, that the Livingston Board of Education authorizes the Business Administrator to certify the district's receipt of funding from the New Jersey Schools Development Authority and the Department of Education for emergent projects and capital maintenance projects associated with students' return to in-person education in the amount of $150,332.

3.10 Acceptance: Additional funds for Nonpublic Auxiliary and Handicapped Aid (Chapter 192/193)

Resolved, that the Livingston Board of Education approves the acceptance of *additional* funds from the New Jersey Department of Education for the Nonpublic Auxiliary and Handicapped Services Aid (Chapter 192/193) for the 2022/2023 school year as follows:

Chapter 193	Corrective Speech	$3,255.00

3.11 Approval: Submission & Acceptance of Funds for the 2022/2023 Amended IDEA Grant Application

Resolved, that the Livingston Board of Education approves the submission and acceptance of funds for the **amended** 2022/23 IDEA Grant Application for the following amounts for special education programs:

IDEA Basic	$1,461,809.00
IDEA Preschool	$ 65,460.00

The IDEA Basic amount includes $128,898.00 of Non-Public Funds. The district's spending amount for IDEA Basic is $1,332,911.00. The IDEA Preschool amount includes $829.00 of Non-Public Funds. The district's spending amount for IDEA Preschool is $64,631.00.

The IDEA 2022-23 grant is being amended to include $9,006 in carryover funds from the 2021-22 school year.

3.12 Settlement Agreement

Resolved, that the Livingston Board of Education approves the Settlement Agreement for Case #01-2023 which is on file at the Board of Education office.

3.13 Bylaws, Policies & Regulations

Resolved, that the Livingston Board of Education abolishes the following policies:

Policy #1648.11 – The Road Forward COVID-19 – Health and Safety (M)
Policy #1648.13 – School Employee Vaccination Requirements (M)

Resolved, that the Livingston Board of Education approves the following Bylaws, Policies and Regulations for first reading:

Bylaws
Bylaw #0152 - Board Officers (with revisions)
Bylaw #0161 - Call, Adjournment and Cancellation (with revisions)
Bylaw #0162 - Notice of Board Meetings (with revisions)

Policies
Policy #2425 - Emergency Virtual or Remote Instruction Program (M) (new to district)
Policy #8140 - Student Enrollments (M)

Regulations
Regulation #2425 - Emergency Virtual or Remote Instruction Program (M) (new to district)
Regulation #8140 - Enrollment Accounting (M)
Regulation #8420.2 - Bomb Threats (M)
Regulation #8420.7 - Lockdown Procedures (M)
Regulation # 8420.10 - Active Shooter (M)

ROLL CALL VOTE

4. PERSONNEL

The Superintendent recommends the following:

4.1 Resignations and Retirements

Resolved, that the Livingston Board of Education accepts the resignations of:

Name	Position	Reason	Location	Last Day of Employment
Arlene Brown	Teacher of Art	Retirement	LHS	June 30, 2023
David Arensburg	Elementary School Teacher	Retirement	RHE	June 30, 2023
Roberto Dominguez	Teacher of Math	Retirement	LHS	June 30, 2023
Gerard Amsellem	Teacher of French	Retirement	LHS	June 30, 2023

Christa Leyesa	Instructional Aide	Resignation	MPMS	December 9, 2022
Don Abad	Instructional Aide	Resignation	Harrison	January 27, 2023
Jennifer Henwood	ABA Discrete Trial TA	Resignation	BHE	January 13, 2023
Sophia Oqueli	Instructional Aide	Resignation	RHE	February 1, 2023
Christopher Mattia	Instructional Aide	Resignation	Harrison	January 10, 2023

**as amended from a previous agenda*

4.2 Leaves of Absences

Resolved, that the Livingston Board of Education approves the leaves of absences of:

Name	Location	Position	LOA w/pay and benefits	LOA w/o pay, but with benefits *(if applicable)*	Extended LOA w/o pay or benefits	Return Date
Keith Chaudruc	LHS	Teacher of Health & PE	1/12/2022-1/27/2023**	NA	NA	1/30/2023
Rebecca Schiffenhaus	Harrison	Instructional Aide	1/9/2023-1/30/2023 (.5)	1/30/2023 (.5)-5/11/2023**	5/12/2023-6/30/2023	8/30/2023
Stefanie Velardi	Harrison	BSI Math	5/8/2023-6/30/2023	8/30/2023-10/6/2023**	NA	10/9/2023
AnnMarie Mansfield	RHE	Kindergarten Aide	1/30/2023	1/31/2023 - 3/24/2023**	NA	3/27/2023
*Ashley Messer**	Collins	School Nurse	9/12/2022-11/14/2022	11/15/2022-2/28/2023**	3/1/2023-6/30/2023	8/30/2023
*Belinda Davidsohn**	BHE	OT	NA	11/28/2022-12/16/2022**	NA	12/19/2022
Belinda Davidsohn	BHE	OT	NA	3/6/2023-4/14/2023**	NA	4/17/2023
*Kirstie Medina**	BHE	ABA Discrete Trial TA	5/4/2022-6/09/2022	6/10/2022-6/30/2022 & 8/30/2022-11/22/2022**	11/23/2022-1/30/2023	1/31/2023
Bethany Weissman	BHE	Speech Language Specialist	4/24/2023-5/24/2023	5/25/2023-6/30/2023 & 8/30/2023-11/24/2023**	11/27/2023-2/2/2024	2/5/2024
Mary Kate O'Brien	HMS	School Counselor	2/3/2023-3/30/2023	3/31/2023-6/30/2023 & 8/30/2023-9/6/2023**	9/7/2023-6/30/2024	8/30/2024
Jordan Montgomery	BHE	Teacher of Art	3/6/2023-5/12/2023	5/15/2023-10/10/2023**	NA	10/11/2023
*Sarah O'Brien**	BHE	Teacher of ESL	11/28/2022-1/27/2023	1/30/2023-5/5/2023**	5/8/2023-6/30/2023	8/30/2023
Linet Martes	RHE	Teacher of Spanish	2/6/2023-2/17/2023	NA	NA	2/27/2023
Christine Siti	Harrison	School Counselor	4/17/2023-5/12/2023	5/15/2023-6/30/2023 &	10/12/2023-11/3/2023	11/6/2023

				8/30/2023-10/11/2023**		
Jessica Cohen	Collins	Speech Language Specialist	6/19/2023-6/30/2023	8/30/2023-11/24/2/23**	11/27/2023-1/1/2024	1/2/2024
Maxine Davner	Hillside	Instructional Aide	2/27/2023-3/6/2023	3/7/2023-3/13/2023**	NA	3/14/2023
Kimberly Ambrose	RHE	Reading Interventionist	5/29/2023-6/30/2023	8/30/2023-11/24/2023**	NA	11/27/2023

**as amended from a previous agenda*
***Designates time counted toward NJFLA/FMLA*

4.3 Appointments

Resolved, that the Livingston Board of Education approves the applications indicated below (*) for emergent hiring for the following appointments under the requirements of N.J.S.A. 18A:16-1 et. seq., N.J.S.A. 18A:39.17 et. seq.; N.J.S.A. 18A:6-4.13 et. seq. All appointments are contingent upon reference checks in accordance with P.L. 2018, c.5.

Name	Location	Title	Tenure Track/LOA or LT Replacement	Replacing	Guide	Step	Salary	Effective Date
*Hongkai Zhang**	LHS	Teacher of Computer Science	First Year Tenure Track	M. Cheng	MA+32	8	$75,900 (prorated)	2/13/2023

**as amended from a previous agenda*
***will remain on same step and scale in 2023-2024*

Resolved, that the Livingston Board of Education approves the appointment of the ABA Discrete Trial TA's and Instructional Aides as listed on ***Attachment H.***

4.4 Substitutes

Resolved, that the Livingston Board of Education approves the appointment of the individuals listed below to serve as substitutes on an as-needed basis for the 2022-2023 school year:

Teachers
Daniel Hubert
Alexandra Levajac
Allison Tevlin
Julianna Vitiello

Resolved, that the Livingston Board of Education approves the appointment of *Coralyn Vossler* to serve as *American Sign Language Interpreter* on an as-needed basis for the 2022-2023 school year at the home instruction rate.

Resolved, that the Livingston Board of Education approves the individuals listed on ***Attachment I*** as certified substitutes. These individuals are currently employed by the District. In the event these individuals are called upon to serve as a substitute, they will be compensated an additional $50/day ($10/period) for that assignment.

Resolved, that the Livingston Board of Education approves the appointment of the individual(s) listed below to serve as long-term substitutes as reflected below:

Name	Location	Title	Leave Replacement or Long Term Sub	Replacing	Salary	Effective Date
James Novotny	LHS	Teacher of Computer Science	Long Term Sub	M. Cheng	$275/day	1/30/2023-2/14/2023
James Novotny	HMS	Teacher of Tech Ed	Long Term Sub	B. DeRuosi	$275/day	3/13/2023-6/6/2023

4.5 Transfers

Resolved, that the Livingston Board of Education approves the transfers as listed on ***Attachment J.***

4.6 Extra Work Pay

Resolved, that the Livingston Board of Education approves the following payments as listed on ***Attachment K*** for work performed.

4.7 Stipends

Resolved, that the Livingston Board of Education approves the individuals on ***Attachment L*** for co-curricular stipends at Mt. Pleasant Middle School for the 2022-2023 school year in accordance with the contract between the LBOE and the LEA.

Resolved, that the Livingston Board of Education approves the individuals on ***Attachment M*** for co-curricular stipends at Livingston High School for the 2022-2023 school year in accordance with the contract between the LBOE and the LEA.

Resolved, that the Livingston Board of Education accepts the resignation of *Michael Murray* as Assistant Boys Lacrosse Coach at Livingston High School for the 2022-2023 school year.

4.8 Mentor Fees

Resolved, that the Livingston Board of Education approves the individuals on ***Attachment N*** listed as assigned mentors to receive payment in accordance with the schedule listed.

4.9 Extra Period Assignments

Resolved, that the Livingston Board of Education approves the individuals listed on ***Attachment O*** for extra period assignments during the 2022-2023 school year.

4.10 Contract Adjustments

Resolved, that the Livingston Board of Education approves the contract adjustments as listed on ***Attachment P.***

4.11 Memorandum of Understanding

Resolved, that the Livingston Board of Education approves the memorandum of understanding between itself and the Livingston Education Association.

4.12 ESSER Grant

Resolved, that the Livingston Board of Education approves the individuals listed on ***Attachment Q*** for the *HMS Mathematics Homework Support Program* at the rate of $61.81 per hour. This program will be paid through ESSER Evidence-Based Comprehensive Beyond the School Day Activities Grant funds.

Resolved, that the Livingston Board of Education approves the individuals listed on ***Attachment Q*** for the *MPMS Project Achieve* at the rate of $61.81 per hour. This program will be paid through ESSER Evidence-Based Comprehensive Beyond the School Day Activities Grant funds.

4.13 IDEA Basic and IDEA Preschool Salary Allocations

Resolved, that the Livingston Board of Education approves and reallocates the salaries of the individuals listed on ***Attachment R*** to be funded through the IDEA Basic and IDEA preschool grants.

ROLL CALL VOTE

5. MISCELLANEOUS

The Superintendent recommends the following:

5.1 HIB Report

Resolved, that the Livingston Board of Education accepts the findings of HIB cases.

5.2 Suspension Report

Resolved, that the Livingston Board of Education approves the Suspension Report for the months of November and December.

5.3 Bus Evacuation Drills

Resolved, that the Livingston Board of Education approves the bus evacuation drills that were completed by the end of December 2022.

ROLL CALL VOTE

J. Public Comment ~ up to 15 minutes

An excerpt from Policy #0167 adopted on December 13, 2004, revised on January 10, 2011 and reviewed on March 4, 2013 and January 23, 2017 states that The Board of Education recognizes the value of public comment on educational issues and the importance of allowing members of the public to express themselves on school matters of community interest.

Public participation shall be governed by the following rules:

1. A participant must be recognized by the presiding officer and must preface comments by an announcement of his/her name, place of residence, and group affiliation, if appropriate;
2. Each statement made by a participant shall be limited to three minutes' duration;
3. No participant may speak more than once on the same topic until all others who wish to speak on that topic have been heard;
4. All statements shall be directed to the presiding officer; no participant may address or question Board members individually.

The portion of the meeting during which the participation of the public is invited shall be limited to fifteen minutes, or at the discretion of the presiding officer.

K. Old Business

L. New Business

III. ADJOURNMENT

EXECUTIVE SESSION

Whereas, N.J.S.A. 10:4-1 et seq., also known as the "Sunshine Law," authorizes a public body to meet in executive or private session under certain limited circumstances, and

Whereas, said law requires the Board to adopt a resolution at a public hearing before it can meet in such an executive or private session, now, therefore, be it

Resolved, by the Livingston Board of Education that:

(A) It does hereby determine that it is necessary to meet in executive session on January 17, 2023 to discuss the matters stipulated, in conformance with the subsections of said act which are indicated.
1. Matter rendered confidential by federal law, state statute or rule of court.
2. Matter in which the release of information would impair a right to receive federal funds.
3. Matter, the disclosure of which would constitute an unwarranted invasion of individual privacy unless the individual concerned shall request in writing that the same be disclosed publicly.
4. Collective bargaining matter.
5. Matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates, etc. where it would adversely affect the public interest if discussion were disclosed.
6. Tactics and techniques utilized in protecting public property where disclosure could impair protection.
7. Investigation of violations or possible violations of law.
8. Pending or anticipated litigation or contract negotiation other than collective bargaining agreement.
9. Personnel matters unless the individual employees or appointees affected requested that such matter be discussed at a public meeting.
10. Deliberations occurring after a public hearing that may result in the imposition of a specific civil penalty.

(B) The matters discussed will be made public when confidentiality is no longer required and formal action pursuant to said discussion shall take place only at a meeting to which the public has been invited.

(C) No action will be taken.

PROPOSED FUTURE AGENDA ITEMS (dates subject to change)

February 7, 2023 *(workshop)*
- Equity Presentation
- Mid-Year District Goals Update
- Annual Comprehensive Financial Report
- Calendar Discussion 2024-2025

February 28, 2023 *(voting)*
- Present First Draft of Budget

March 14, 2023 *(workshop)*
- Adoption of Tentative Budget

March 21, 2023 *(voting)*

April 18, 2023 *(workshop)*

April 25, 2023 *(Public Hearing/voting)*

May 11, 2023 *(Executive Session on Personnel)*

May 15, 2023 *(workshop/voting)*
- Conference with the Livingston Education Association
- Personnel Appointments
- Governor's Educator of the Year Ceremony

May 23, 2023 *(voting)*
- End of Year Goals Report
- Annual Appointments

June 12, 2023 *(workshop)*
- Student Representative to the Board
- Retirement Ceremony

June 20, 2023 *(voting)*
- SEPAC
- Bus Evacuation Drills Report

July 11, 2023 *(voting)*

August 8, 2023 *(voting)*
- Enrollment Update

September 12, 2023 *(workshop)*

September 26, 2023 *(voting)*
- District Goals
- District Nursing Services Plan
- District Mentoring Plan

October 10, 2023 *(workshop)*
- Public Hearing for District and School HIB Self-Assessment Report
- NJSLA (as per Policy 2610)

October 17, 2023 *(voting)*
- Conference with the Livingston Education Association

November 14, 2023 *(workshop)*
- Board Budget Goals

November 28, 2023 *(voting)*
- Assessment Update

December 12, 2023 *(voting)*
- National Merit Semi-Finalists Recognition Ceremony
- New Course Offerings

January 3, 2024 *(reorganization)*

PROGRAM/CURRICULUM

Title	Author/Publisher	Year	Grade	Subject/Course	Rationale
How Much of These Hills is Gold?	C. Pam Zhang	2020	12	English	The text is best suited for upper-level high school English classes, and is recommended for inclusion in the 12th-grade and AP Literature curriculum. The current plan is to offer it as a choice book for literature circles in AP Lit, but the text could be used with a whole class at the senior level.

Name	School	Type of Placement	In-District Location	Assigned Staff	Date
Alexandra Levajaca	Montclair State University	Observation	Riker Hill Elementary	RHE	08/30/2022-06/24/2023
Caroline Dugan	Montclair State University	Administrative Observation	Hillside Elementary	Carlos Gramata	01/05/2023-6/24/2023

FIELD TRIPS

SCHOOL	GRADE/COURSE	MONTH	DESTINATION
Elementary	GT Art	March	The Newark Museum of Art
Secondary	Music	February	Tenafly High School

			School Year 2022-2023			Extraordinary Services			Extended School Year			
School	**Program Type**	**Type**	**# of Stud :**	**Tuition 2022-2023**	**Total Tuition**	**# of Stud**		**Aide(s)**	**# of Stud**	**ESY Tuition**	**Total ESY Tuition**	**Total School**
Bancroft School	Post Secondary Transition	R	1	$ 73,726.20	$ 73,726.20	1	$42,000.00	$ 42,000.00	1	$12,287.70	$ 12,287.70	$ 128,013.90
Bernards Township Board of Education	Autism	R	1	$ 57,641.00	$ 57,641.00	1	$80,704.03	$ 80,704.03	1	$11,060.45	$ 11,060.45	$ 149,405.48
The College of New Jersey-Career & Community Studies Program	Post Secondary Transition	R	1	$ 12,064.00	$ 12,064.00							$ 12,064.00
Flex School	Learning Language Disabilities	R	1	$ 76,263.00	$ 76,263.00	1	$61,180.00	$ 61,180.00	1	$16,760.00	$ 16,760.00	$ 154,203.00
Roxbury Board of Education	Multiple Disabilities	R							1	$ 8,711.00	$ 8,711.00	$ 8,711.00
Steps Program D/B/A College Steps	Autism	T	1	$ 9,837.50	$ 9,837.50							$ 9,837.50
Total			5		$ 229,531.70	3		$183,884.03	4		$ 48,819.15	$ 462,234.88

Type
Renewal (R) indicates that the student has been at that OOD school and is continuing to be placed there.
New (N) indicates that the student is a newly placed OOD student or an additional service has been added.
Transfer (T) indicates that the student has been OOD, but has transferred to another OOD school.
New to District (ND) indicated that the student moved in and was already placed OOD.

Conference	Attendee(s)	Date(s)	Location	Cost
Techspo 2023	Natalie Topylko	January 25-27, 2023	Atlantic City, NJ	$1,000.00
Techspo 2023	Matthew Block	January 25-27, 2023	Atlantic City, NJ	$1,500.00
Techspo 2023	Joseph Pellegrino	January 25-27, 2023	Atlantic City, NJ	$1,000.00
Techspo 2023	Lisa LeBlanc	January 25-26, 2023	Atlantic City, NJ	$570.00
Bureau of Education & Research: Best Strategies for Strengthening your students' Communicative Proficiency in the target language	Claudia Netti	January 6, 2023	West Orange, NJ	$279.00
Alexandra Brown	Alexandra Brown	March 3, 2023	New York	$205.00
New Jersey State School Nurse Conference	Carolyn Ross	March 25, 2023	Princeton, NJ	$199.00

Attachment F

A RESOLUTION BINDING THE LIVINGSTON BOARD OF EDUCATION
TO PURCHASE ELECTRIC GENERATION SERVICES
THROUGH THE ALLIANCE FOR COMPETITIVE ENERGY SERVICES ("ACES") Bid
Cooperative Pricing System ID#E8801-ACESCPS

RESOLUTION NUMBER 3.7

WHEREAS, the Alliance For Competitive Energy Services (hereinafter referred to as "ACES"), an alliance composed of the New Jersey School Boards Association (hereinafter referred to as "NJSBA"), the New Jersey Association of School Administrators, and the New Jersey Association of School Business Officials, will from time to time during the Effective Period as defined below solicit bids from electric power suppliers for electric generation services through an energy aggregation program in which NJSBA will act as Lead Agency of the ACES Cooperative Pricing System #E8801-ACESCPS in accordance with the "Public School Contracts Law", N.J.S.A. 18A:18A-1 *et seq.,* and the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 *et seq*. ("EDECA") and the regulations promulgated thereunder; and

WHEREAS, the Livingston Board of Education is a Participating member of the ACES Cooperative Pricing System and is eligible thereby to obtain electric generation services for its own use through one or more contracts to be awarded to electric power suppliers following said bids for electric generation services pursuant to the aggregation program; and

WHEREAS, the Lead Agency will from time to time during the Effective Period (from date of adoption through May, 2028 hereinafter referred to as "Effective Period") issue one or more Requests for Bids for electric generation services on behalf of the ACES Cooperative Pricing System pursuant to the Public School Contracts Law and EDECA; and

WHEREAS, due to significant volatility and the potential for price increases in the wholesale electric market, Participating Members will preauthorize the Lead Agency to award contracts for Electric Generation Service in each service territory to one or more electric power suppliers that submit bids which are reasonably forecasted to provide estimated savings to the Participating Member based upon its previous electric usage and utility provided Basic Generation Service rates; and

WHEREAS, the Lead Agency will only award contracts for said electric generation services to electric power suppliers that submit bids with pricing reasonably estimated to be lower than the utility-provided basic generation service; and

WHEREAS, the District agrees to purchase all electric power needed for its own use (exclusive of on-site electric generation sources) during the Effective Period through any electric power supplier(s) awarded a contract, it being understood that the term of any one contract shall be subject to the provisions of Public School Contracts Law;

WHEREAS, the Lead Agency will notify the Department of Community Affairs' Division of Local Government Services by mail prior to the issuance a Request for Bids for electric generation services, with the understanding that if the Division of Local Government Services does not respond within 10 business days, it will be deemed to have approved the issuance of the Request for Bids or the Request for Rebids.

NOW, therefore, be it

RESOLVED that the District binds itself to the ACES Cooperative Pricing System ##E8801-ACESCPS to purchase all electric power needed for its own use (exclusive of on-site electric generation sources) during the Effective Period from the electric power supplier or suppliers awarded a contract for electric generation services by the Lead Agency; and, be it

FURTHER RESOLVED that the Lead Agency of the ACES Cooperative Pricing System is hereby authorized to execute a master performance agreement that obligates the district to purchase electricity at the terms and conditions stated therein with a third-party supplier or suppliers who have been awarded the contract or contracts by the Lead Agency on behalf of the participating members of the ACES Cooperative Pricing System #E8801-ACESCPS (or any CPS number to be assigned in the future), and provided further that all such contracts shall be at prices reasonably forecast and estimated by the Lead Agency to provide savings to the Districts relative to the price charged for basic generation service by the electric public utility that would otherwise provide such service; and, be it

FURTHER RESOLVED that ACES is authorized to continue to bid to obtain electric generation services at any time during the Effective Period on behalf of the ACES Cooperative Pricing System including, for example, a rebid if energy market conditions do not initially lead to a successful bid, on additional dates to be determined by the Lead Agency; and

FURTHER RESOLVED that this Resolution shall take effect immediately upon passage. The authorization provided to the NJSBA pursuant to the Local Public Contracts Laws (N.J.S.A. 40A:11-11(5)), and the Local Public and Public School Contracts Laws Administrative Code (N.J.A.C. 5:34-7.1 et seq.) shall be valid until May, 2028 (the Effective Period) at which time the Cooperative Pricing System will be subject to renewal. Any rescission or expiration of this resolution shall not affect any Agreements entered into prior to such rescission or expiration.

CERTIFICATION

I hereby certify that the foregoing is a true, full and correct copy of Resolution Number 3.7

adopted by _____ at its meeting on January 17, 2023.

BY: _____ ATTESTED BY: _____

Vineeta Khanna, Board President Michael Davison, BA/BS

On Behalf of: Livingston Board of Education

County of Essex, State of New Jersey

Attachment G

A RESOLUTION BINDING THE LIVINGSTON BOARD OF EDUCATION
TO PURCHASE NATURAL GAS SERVICES
THROUGH THE ALLIANCE FOR COMPETITIVE ENERGY SERVICES ("ACES") Bid
Cooperative Pricing System ID#E8801-ACESCPS

RESOLUTION NUMBER 3.8

WHEREAS, the Alliance For Competitive Energy Services (hereinafter referred to as "ACES"), an alliance composed of the New Jersey School Boards Association (hereinafter referred to as "NJSBA"), the New Jersey Association of School Administrators, and the New Jersey Association of School Business Officials, will from time to time during the Effective Period as defined below solicit bids from natural gas suppliers for retail natural gas supply services including interstate transportation to the local natural gas distribution utility company (Natural Gas Supply Services) through an energy aggregation program in which NJSBA will act as Lead Agency of the ACES Cooperative Pricing System #E8801-ACESCPS in accordance with the "Public School Contracts Law", N.J.S.A. 18A:18A-1 *et seq.*, and the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 *et seq*. ("EDECA") and the regulations promulgated thereunder; and

WHEREAS, the Livingston Board of Education is a Participating member of the ACES Cooperative Pricing System and is eligible thereby to obtain natural gas services for its own use through one or more contracts to be awarded to natural gas suppliers following said bids for natural gas services pursuant to the aggregation program; and

WHEREAS, the Lead Agency will from time to time during the Effective Period (from date of adoption through May, 2028, hereinafter referred to as "Effective Period") issue one or more Requests for Bids for natural gas services on behalf of the ACES Cooperative Pricing System pursuant to the Public School Contracts Law and EDECA; and

WHEREAS, due to significant volatility and the potential for price increases in the wholesale natural gas market, Participating Members will preauthorize the Lead Agency to award contracts for Natural Gas Supply Service in each service territory to one or more natural gas suppliers that submits bids which are reasonably forecasted to provide estimated savings to the Participating Member based upon its previous natural gas usage and utility provided Basic Gas Supply Service rates; and

WHEREAS, the Lead Agency will only award contracts for said Natural Gas Supply Services to natural gas suppliers that submit bids with pricing reasonably estimated to be lower than the utility-provided basic gas supply service; and

WHEREAS, the District agrees to purchase all Natural Gas Supply Services for its own use during the Effective Period through any natural gas supplier(s) awarded a contract, it being understood that the term of any one contract shall be subject to the provisions of Public School Contracts Law; and

WHEREAS, the Lead Agency will notify the Department of Community Affairs' Division of Local Government Services by mail prior to the issuance a Request for Bids for natural gas supply services, with the understanding that if the Division of Local Government Services does not respond within 10 business days, it will be deemed to have approved the issuance of the Request for Bids or the Request for Rebids.

NOW, therefore, be it

RESOLVED that the District binds itself to the ACES Cooperative Pricing System ##E8801-ACESCPS to purchase all natural gas supply services needed for its own use during the Effective Period from the natural gas supplier or suppliers awarded a contract for natural Gas supply services by the Lead Agency; and, be it

FURTHER RESOLVED that the Lead Agency of the ACES Cooperative Pricing System is hereby authorized to execute a master performance agreement that obligates the district to purchase natural gas at the terms and conditions stated therein with a third-party supplier or suppliers who have been awarded the contract or contracts by the Lead Agency on behalf of the participating members of the ACES Cooperative Pricing System #E8801-ACESCPS (or any CPS number to be assigned in the future), and provided further that all such contracts shall be at prices reasonably forecast and estimated by the Lead Agency to provide savings to the districts relative to the price charged for basic gas supply service by the natural gas public utility that would otherwise provide such service; and, be it

FURTHER RESOLVED that ACES is authorized to continue to bid to obtain natural gas services at any time during the Effective Period on behalf of the ACES Cooperative Pricing System including, for example, a rebid if energy market conditions do not initially lead to a successful bid, on additional dates to be determined by the Lead Agency; and

FURTHER RESOLVED that this Resolution shall take effect immediately upon passage. The authorization provided to the NJSBA pursuant to the Local Public Contracts Laws (N.J.S.A. 40A:11-11(5)), and the Local Public and Public School Contracts Laws Administrative Code (N.J.A.C. 5:34-7.1 et seq.) shall be valid until May, 2028 (the Effective Period) at which time the Cooperative Pricing System will be subject to renewal. Any rescission of this resolution shall not affect any Agreements entered into prior to such rescission or expiration.

CERTIFICATION

I hereby certify that the foregoing is a true, full and correct copy of Resolution Number 3.8

adopted by _____ at its meeting on January 17, 2023.

BY: _____ ATTESTED BY: _____

Vineeta Khanna, Board President Michael Davison, BA/BS

On Behalf of: Livingston Board of Education

County of Essex, State of New Jersey

Last Name	First Name	Location	Job Title	Guide	Step	Salary	Start Date
APPOINTMENTS							
Bertaccini	Aviva	COL	Instructional Aide	I&KA	1	$26,033 (prorated)	1/9/2023
Sisbarro	Toni Lynn	LHS	Instructional Aide	I&KA	6	$30,690 (prorated)	1/3/2023
Tanelli	Beth	Hillside	Instructional Aide	I&KA	1	$26,033 (prorated)	1/3/2023

**amended from previous agenda*

LOC	Last Name	First Name	Position	Notes
Harrison	Pryhoda	Dzvenymyra	Instructional Aide	
LHS	Toni Lynn	Sisbarro	Instructional Aide	
LHS	Elisa	Kominsky	Instructional Aide	through 12/31/2022 ONLY

2022-23 TRANSFERS

Name	Transferring From	Location	Transferring To	Location	Replacing	Effective Date
Joanne Blount	Instructional Aide	LHS	Library Media Aide	LHS	New position	1/3/2023
Desmond Kidd	Custodian	HMS	Custodian	HMS	O. Rodriguez	1/12/2023
Onelia Rodriguez	Custodian	LHS	Custodian	HMS	D. Kidd	1/12/2023

EXTRA WORK PAY

NAME	DATE	POSITION	#HOURS WORKED	RATE	TOTAL AMOUNT
Alessio, Karen	12/17/2022	Game Worker/Basketball	2	$22.50	$45.00
	12/22/2022	Game Worker/Basketball	2	$22.50	$45.00
	12/29/2022	Game Worker/Basketball	4	$22.50	$90.00
	1/5/2023	Game Worker/Basketball	2	$22.50	$45.00
Ambio, Lester	12/20/2022	Game Worker/Security	2.5	$25.00	$62.50
Barbella, Ron	12/16/2022	Game Worker/Security	2.5	$25.00	$62.50
	12/19/2022	Game Worker/Security	2	$25.00	$50.00
Dlugo, Cara	12/5/2022	Game Worker/Basketball	2.5	$22.50	$56.25
	12/14/2022	Game Worker/Hockey	2.5	$22.50	$56.25
Duffy, Michael	12/22/2022	Game Worker/Basketball	2	$22.50	$45.00
	12/27/2022	Game Worker/Basketball	3	$22.50	$67.50
	12/29/2022	Game Worker/Basketball	3	$22.50	$67.50
Dzama, Brad	11/5/2022	Game Worker/Gymnastics	5	$22.50	$112.50
Goldberg, Joann	12/15/2022	Game Worker/Basketball	2	$22.50	$45.00
	12/27/2022	Game Worker/Basketball	2	$22.50	$45.00
	12/29/2022	Game Worker/Basketball	2	$22.50	$45.00
Gromek, Melissa	12/22/2022	Game Worker/Basketball	6	$22.50	$135.00
Held, Nancy	12/15/2022	Game Worker/Basketball	2	$22.50	$45.00
	12/20/2022	Game Worker/Basketball	2	$22.50	$45.00
	12/22/2022	Game Worker/Basketball	2	$22.50	$45.00
	12/29/2022	Game Worker/Basketball	4	$22.50	$90.00
	1/3/2023	Game Worker/Basketball	2	$22.50	$45.00
Homberg, Cathy	12/20/2022	Game Worker/Basketball	2	$22.50	$45.00
	1/5/2023	Game Worker/Basketball	2	$22.50	$45.00
Katz-Cocuzza, Cynthia	12/27/2022	Game Worker/Basketball	2	$22.50	$45.00
	12/29/2022	Game Worker/Basketball	2	$22.50	$45.00
Lieberman, Theresa	12/15/2022	Game Worker/Basketball	2	$22.50	$45.00
	1/5/2023	Game Worker/Basketball	2	$22.50	$45.00
Rulka, Mary Kate	12/17/2022	Game Worker/Basketball	2	$22.50	$45.00
	12/27/2022	Game Worker/Basketball	2	$22.50	$45.00

	12/29/2022	Game Worker/Basketball	2	$22.50	$45.00
	1/3/2023	Game Worker/Basketball	2	$22.50	$45.00
Shue, Richard	12/6/2022	Game Worker/Basketball Scoreboard	3	$22.50	$67.50
	12/15/2022	Game Worker/Basketball Scoreboard	4.5	$22.50	$101.25
	12/17/2022	Game Worker/Basketball Scoreboard	5	$22.50	$112.50
	12/20/2022	Game Worker/Basketball Scoreboard	3.25	$22.50	$73.13
	12/27/2022	Game Worker/Basketball Scoreboard	7	$22.50	$157.50
	12/28/2022	Game Worker/Basketball Scoreboard	3.25	$22.50	$73.13
	12/29/2022	Game Worker/Basketball Scoreboard	4.25	$22.50	$95.63
Sullivan, Joe	12/15/2022	Security/MPM Fall Production	2	$25.00	$50.00
Sullivan, Margaret	1/5/2023	Game Worker/Basketball	2	$22.50	$45.00
					$2,570.63

Position	Amount	Assigned staff member(s)
Fall Production		
Set Design	$645	Emily Russoniello (OD)

2022-2023 LHS Co-Curricular Stipends			
Position	**# of Positions**	**Amount**	**Approved 2022-2023**
Marching Band Percussion Instructor	2	$3,224	Noah Lustig (OD)

Last Name	First Name	School	Position	Mentor	Fee	Notes
Gergich	Amanda	BHE	Teacher of P-3/TOSD	Caitlin Wittjohann	$900	First 25 weeks
Marrero	Axel	Harrison	Teacher of Spanish	Sofia Haskell	$900	First 25 weeks
Eagle*	Linda	BHE	Teacher of ESL	Lucia Santarella	$183	10 weeks
Eagle*	Linda	BHE	Teacher of ESL	Celine Falchetta	$183	10 weeks
Eagle*	Linda	BHE	Teacher of ESL	Rachel Ehudin	$183	10 weeks

**amended from previous agenda*

Name	Position	Location	# Classes	Effective Date
Nikola Poposki	TOSD	LHS	0.2	12/21/2022 - 2/1/2023
Michelle Renzulli	TOSD	LHS	0.2	12/21/2022 - 2/1/2023
Dana Lytle	TOSD	LHS	0.2	12/21/2022 - 2/1/2023
Patricia Kaes	TOSD	LHS	0.2	12/21/2022 - 2/1/2023
Lila Alfaro	TOSD	LHS	0.2	12/21/2022 - 2/1/2023
Lenore Gallo	TOSD	HMS	0.2	12/19/2022 - 5/12/2023
Brooke Newman	TOSD	HMS	0.2	12/19/2022 - 5/12/2023
Ekaterina Vorobiev	TOSD	HMS	0.2	12/19/2022 - 5/12/2023
Deanna Iacullo	TOSD	HMS	0.2	12/19/2022 - 5/12/2023
Melissa Giordano	TOSD	HMS	0.2	12/19/2022 - 5/12/2023

Contract Adjustments

Last Name	First Name	Loc	Title	Salary	Degree	Stipends	Total Salary	Effective Date
Lytvyn*	Olesky	CO	IT Support Specialist	$65,000		$750	$65,750	7/1/2022

*as amended from previous agenda

HMS MATHEMATICS HOMEWORK SUPPORT ESSER GRANT

Thomas Truscello
Anthony Rappa

MPMS PROJECT ACHIEVE ESSER GRANT

Laura Gordon
Antoinette Alston
Nora Yukniewicz
Melissa Serrani
Lenore Gallo

January 17, 2023

IDEA Basic and IDEA Preschool Salary Allocations

Name	Location	Salary Charged to IDEA Basic
Abad, Don	Harrison	$26,633.00
Allen, Carmela	Riker Hill	$30,690.00
Barouch, Jill	Burnet Hill	$28,406.00
Carolan, Allison	MPMS	$30,690.00
Choi, Kayla	HMS	$27,256.00
Cullen, Lauren	Harrison	$32,203.00
Dente-Murray, Sandra	Collins	$27,256.00
Fabrizio, Mary Ellen	MPE	$31,853.00
Garrel, Linda	HMS	$30,690.00
Pillai, Sumi	Burnet Hill	$27,256.00
Lockwood, Teresa	Riker Hill	$30,690.00
Mandler, Eniko	Harrison	$27,256.00
Sula, Diana	Burnet Hill	$26,633.00
Mehta, Sejal	MPE	$29,554.00
Guardabasco, Victoria	MPMS	$30,690.00
Schiffenhaus, Rebecca	Harrison	$26,633.00
Straussman, Wendy	Burnet Hill	$31,853.00
Siniscal, Susan	MPMS	$30,690.00
Terrana, Diana	Harrison	$26,633.00
Verniero, Emily	MPE	$30,690.00
Sluzberg, Heidi	Burnet Hill	$27,256.00
Crosby, Stephanie	Collins	$9,578.00 *
Davis, Margaret	Harrison	$36,368.00 *
Augello, Cynthia	MPE	$58,424.00 *
Ambrose, Kimberly	Riker Hill	$46,450.00 *
		$762,331.00

*Portion of salary charged to IDEA

Name	Location	Salary Charged to IDEA Preschool
Petrillo, Sharon	Burnet Hill	$38,270.00

Bus Evacuation Drills
2022-2023 School Year

School	First Drill	Second Drill
Burnet Hill	10/18/2022	
Collins	10/27/2022	
Harrison	10/13/2022	
Heritage	10/11/2022	
Hillside	10/21/2022	
LHS	9/15/2022	
MPE	1/11/2023	
MPM	10/11/2022	
Riker Hill	1/10/2023	

LIVINGSTON PUBLIC SCHOOLS

January 17, 2023 LBOE Meeting

OUT-OF-SCHOOL SUSPENSIONS
November & December 2022

The District had **17** out-of-school suspensions for the months of November and December 2022.

ELEMENTARY SCHOOLS – Total of **0** out-of-school suspensions

MIDDLE SCHOOLS – Total of **5** out-of-school suspensions

Inappropriate Use of Physical Force/Fighting - 4

Vandalism - 1

HIGH SCHOOL – Total of **12** out-of-school suspension

Disruptive Behavior - 1

Inappropriate Use of Physical Force - 2

Hate Speech - 2

Substance - 7

0152 BOARD OFFICERS

The Board of Education shall organize at its first regular meeting by electing one of its members as President and another as Vice President.

Any Board member may place a Board member's name in nomination for Board President and Vice President; a second on the nomination is not required. Election for each office will be conducted by vote when the nominations for that office are closed. ~~The candidate receiving a majority vote of the members of the Board present and constituting a quorum will be elected to office. .~~

Voting shall take place by verbal roll call vote after nominations are closed. When more than one person has been nominated for a single position, the Board will vote on candidates in the order in which they were nominated. ~~In the event no candidate receives a majority vote of the members of the Board present and constituting a quorum, the procedure shall continue until someone receives a majority vote.~~

The person with the majority vote of all of the members of the Board shall be elected. In the event no candidate receives a majority vote of all of the members of the Board, the procedure shall be repeated until someone receives a majority vote of all of the members of the Board. Members of the Board shall be able to vote if they are present, in person, or virtually.

Officers shall serve for one year and until their respective successors are elected and shall qualify, but if the Board shall fail to hold the organization meeting or to elect Board officers as prescribed by N.J.S.A. 18A:15-1, the County Superintendent shall appoint from among the members of the Board a President and/or Vice-President.

A President or Vice-President who refuses to perform a duty imposed upon them~~him/her~~ by law may be removed by a majority vote of all of the ~~Board~~ members of the Board.~~present and constituting a quorum.~~ In the event the office of President or Vice-President shall become vacant the Board shall, within thirty days thereafter, fill the vacancy for the unexpired term. If the Board fails to fill the vacancy within such time, the Executive County Superintendent shall fill the vacancy for the unexpired term.

N.J.S.A. 18A:15-1; 18A:15-2

Adopted: 13 December 2004

Revised: 15 August 2011

0161 CALL, ADJOURNMENT, AND CANCELLATION

All ~~The~~ Board of Education meetings shall be ~~meet~~ in public and each Board shall hold a meeting ~~session~~ at least once every two months during the period in which the schools in the district are in session.

~~All meetings shall be called to commence not later than 8:00 p.m. of the day designated.~~

The Secretary of the Board shall call a special meeting of the Board whenever: requested by the President of the Board; requested by the Superintendent when the Board fails to meet within two months during the period in which the schools in the district are in session; or when a majority of the full membership of the Board requests a special meeting.

~~A meeting not regularly scheduled may be called by the Board Secretary at the request of the President or upon the presentation to the Board Secretary of a petition requesting a meeting and signed by a majority of the full Board.~~

The Board may at any time recess and/or adjourn and reschedule the meeting at a time, date, and place announced at the time of the recess and/or ~~before the~~ adjournment. The adjourned meeting shall take up its business at the point in the agenda where the motion to adjourn was passed.

When circumstances are such as to prevent the attendance of a majority or all of Board members or to frustrate the purpose of the meeting, a meeting may be canceled by the Board Secretary at the request of the President. Notice of the cancellation shall be given, by expedient means, to all Board members, to the Superintendent, and, whenever possible, to the newspapers in which notice of Board meetings is regularly given. If possible, written notice of the cancellation shall also be posted at the place where the canceled meeting was scheduled to occur. Notice of the cancellation shall include the date, time, and place of the next scheduled meeting. Notice of the cancellation shall be read at the next following Board meeting and shall be duly recorded in the official minutes.

N.J.S.A. 18A:10-6
N.J.A.C. 6A:32-3.1

Adopted: 13 December 2004
Citation changes April 2006

0162 NOTICE OF BOARD MEETINGS

The Board of Education will give notice of all meetings in accordance with law.

Adequate Notice

The Board Secretary shall provide written advance notice of at least forty-eight hours, giving the time, date, location and, to the extent known, the agenda of any regular, special, or rescheduled meeting, which notice shall accurately state whether formal action may or may not be taken and which shall be prominently posted in at least one public place reserved for such or similar announcements; emailed to at least two newspapers which newspapers shall be designated by the public body to receive such notices because they have the greatest likelihood of informing the public within the area of jurisdiction of the public body of such meetings, one of which shall be the official newspaper, where any such has been designated by the public body or if the public body has failed to so designate, where any has been designated by the governing body of the political subdivision whose geographic boundaries are coextensive with that of the public body; and filed with the clerk of the municipality when the public body's geographic boundaries are coextensive with that of a single municipality, with the clerk of the county when the public body's geographic boundaries are coextensive with that of a single county, and with the Secretary of State if the public body has Statewide jurisdiction. Where annual notice or revisions thereof in compliance with N.J.S.A. 10:4-6 et seq., the Open Public Meetings Act, set forth the location of any meeting, no further notice shall be required for such meeting.

In accordance with N.J.S.A. 10:4-9, upon the affirmative vote of three-quarters of the members present, the Board may hold a meeting notwithstanding the failure to provide adequate notice if:

1. Such meeting is required in order to deal with matters of such urgency and importance that a delay for the purpose of providing adequate notice would be likely to result in substantial harm to the public interest; and

2. The meeting is limited to discussion of and acting with respect to such matters of urgency and importance; and

3. Notice of such meeting is provided as soon as possible following the calling of such meeting by posting written notice of the same in the public place described in N.J.S.A. 10:4.8.d., and also by notifying the two newspapers described in N.J.S.A. 10:4.8.d. by email to such newspapers; and

4. Either the public body could not reasonably have foreseen the need for such meeting at a time when adequate notice could have been provided or although the public

body could reasonably have foreseen the need for such meeting at a time when adequate notice could have been provided, it nevertheless failed to do so.

Personal Notice of Meeting

In accordance with the provisions of N.J.S.A. 10:4-12.b.(8), the Board may exclude the public from that portion of a meeting at which the Board discusses any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of, promotion, or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the Board, unless all the individual employees or appointees whose rights could be adversely affected request in writing that the matter or matters be discussed at a public meeting.

The Board will provide notice to the affected person that will include the date and time of the closed session meeting, the subject or subjects scheduled for discussion at the closed session meeting, and the right of the affected person to request that the discussions be conducted at a public meeting. Such notice will be given no less than forty-eight hours in advance of the closed session meeting.

A written request for public discussion must be submitted to the Board Secretary prior to the commencement of the meeting. Any such properly submitted request will be granted. In the event that one or more, but fewer than all, of a group of persons whose employment will be discussed request a public meeting, the discussion regarding the person or persons who have submitted the request will be severed from the rest and will be conducted publicly.

A discussion held in public by reason of the written request of an individual will be conducted at a regularly scheduled meeting for which annual notice has been given or at a meeting for which adequate public notice has been given in accordance with law.

Nothing in this Bylaw will permit an employee to request or the Board to grant the public discussion of tenure charges or permit the public disclosure of information regarding a student.

N.J.S.A. 10:4-6 et seq.; 10:4-8; 10:4-9
N.J.S.A. 18A:6-11; 18A:10-6
N.J.A.C. 6A:32-3.1~~Time, Place, Notification of Meetings~~

~~Regular meetings of the Board of Education shall be held on dates and at times and places determined by the Board at its annual organization meeting. Special meetings shall be called~~

~~by the Board Secretary at the request of the President or upon a petition signed by a majority of the Board members, and shall commence no later than 8 p.m.~~

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~~Adequate Notice~~

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~~Adequate notice shall be given for all regular meetings and for special meetings whenever possible. Adequate notice generally means written advance notice of at least forty-eight hours, giving the time, date and location, and to the extent known, the agenda of the meeting. The notice must state whether formal action may or may not be taken at the meeting. The notice must be:~~

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1. ~~Prominently posted in at least one public place reserved for such announcements;~~

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2. ~~Communicated to at least two newspapers designated by the Board because they have the greatest likelihood of informing the Board's public; and~~

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3. ~~Filed with the clerk of the municipality.~~

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~~The Board of Education may hold a meeting without providing adequate public notice if:~~

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1. ~~Three-quarters of the members present vote to do so;~~

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2. ~~The meeting is required to deal with matters of such urgency and importance that delay would be likely to result in substantial harm to the public interest;~~

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3. ~~The meeting will be limited to discussion of and action on these matters;~~

-

4. ~~Notice of such meeting is provided as soon as possible following the calling of such meeting; and~~

-

5. ~~One of the following:~~

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a. ~~Either the Board could not reasonably have foreseen the need for such a meeting at a time when adequate notice could have been provided; or~~

-

b. ~~The need could have been foreseen in time but the Board failed to give adequate notice.~~

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~~Announcement of Adequate Notice~~

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~~At the beginning of every meeting, the presiding officer must announce that adequate notice of the meeting was provided and must specify the time, place and manner in which the notice was provided. However, if adequate notice was not provided, the presiding officer must say so, and in addition, must state:~~

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~~1. The nature of the matter of urgency or importance for which the meeting without adequate notice was called; and~~

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~~2. The nature of the substantial harm to the public interest likely to result from a delay in holding the meeting; and~~

-

~~3. That the meeting will be limited to discussion of and action on such matters of urgency and importance; and~~

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~~4. The time, place, and manner in which some notice of the meeting was provided; and~~

-

~~5. Either of the following:~~

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~~a. That the need for such meeting could not reasonably have been foreseen at a time when adequate notice could have been provided, and why this was so; or~~

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~~b. That such need could reasonably have been foreseen in time for adequate notice, but nevertheless such notice was not provided, and the reasons why.~~

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~~Annual Notice~~

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~~Annual notice of the year's regular meeting schedule must be posted publicly and sent to at least two newspapers and the municipal clerk within seven days following the annual organization meeting. This notice should contain the location of each meeting to the extent it is known as well as the time and date. If the schedule is revised at all, notice must be given within seven days of the revision.~~

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~~The annual schedule serves as sufficient notice of any regularly scheduled meeting as long as it contains that proper date and location. If most meetings are on a regularly scheduled basis, whether they are formal sessions or study sessions, the notice requirement can be largely met through the once-a-year schedule.~~

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~~Both the annual schedule of meetings, any revisions to that schedule, and notices of any additional meetings must be sent to any person upon request and upon prepayment of a sum~~

~~set by that Board. Requests to be on the mailing list for notices can be made on an annual basis and are renewable at each reorganization meeting.~~

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~~Personal Notice of Meeting~~

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~~The Board shall provide personal notice in writing to an employee or officer of this district, whose privacy may be invaded or whose employment may be affected by the Board's deliberations in private session. Such personal notice will include the date and time of the private meeting, the subject or subjects scheduled for discussion at the private meeting, and the right of the individual given notice to request that the discussions be conducted at a public meeting. Personal notice will be given no less than forty-eight hours in advance of the private meeting.~~

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~~A written request for public discussion must be signed by the person making the request and must be submitted to the Board Secretary prior to the commencement of the meeting. Any such properly submitted request will be granted. In the event that one or more, but fewer than all, of a group of persons whose employment will be discussed request a public meeting, the discussion regarding the person or persons who have submitted the request will be severed from the rest and will be conducted publicly.~~

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~~A discussion held in public by reason of the written request of an individual will be conducted at a regularly scheduled meeting for which annual notice has been given or at a meeting for which adequate public notice has been given in accordance with law.~~

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~~Nothing in this bylaw will permit an employee to request or the Board to grant the public discussion of tenure charges or permit the public disclosure of information regarding a disabled pupil.~~

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~~N.J.S.A. 10:4-6 et seq.; 10:4-8d; 10:4-9b~~
~~N.J.S.A. 18A:6-11; 18A:10-6~~
~~N.J.A.C. 6A:32-1.2~~

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Adopted: 13 December 2004
Citation changes April 2006

2425 EMERGENCY VIRTUAL OR REMOTE INSTRUCTION PROGRAM (M)

The Board of Education is committed to providing a high quality educational program, virtually or remotely, in the event the State or local health department determines that it is advisable to close, or mandates closure of, the schools of a school district due to a declared state of emergency, declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure for more than three consecutive school days, the Superintendent shall have the authority to implement the school district's program of virtual or remote instruction, pursuant to N.J.S.A. 18A:7F-9. In addition, pursuant to N.J.S.A. 18A:7F-9.b. the Commissioner of Education shall allow the district to apply to the 180-day requirement established pursuant to N.J.S.A. 18A:7F-9.a., one or more days of virtual or remote instruction provided to students on the day or days the schools of the district were closed if the program of virtual or remote instruction meets such criteria as may be established by the Commissioner.

The school district's program of virtual or remote instruction shall be in accordance with the provisions of N.J.S.A. 18A:7F-9; N.J.A.C. 6A:32-13.1.; this Policy; and Regulation 2425.

"Remote instruction" means the provision of instruction occurring when the student and the instructor are in different locations due to the closure of the facility(ies) of the Board of Education, charter school, renaissance school project, or approved private school for students with disabilities. The closure of the facility(ies) shall be pursuant to N.J.S.A. 18A:7F-9 or 18A:46-21.1 and for more than three consecutive school days due to a declared state of emergency, a declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure.

"Virtual instruction" means the provision of active instruction when the student and the instructor are in different locations and instruction is facilitated through the internet and computer technologies due to the closure of the facility(ies) of the Board of Education, charter school, renaissance school project, or approved private school for students with disabilities. The closure of the facility(ies) shall be pursuant to N.J.S.A. 18A:7F-9 or 18A:46-21.1 and for more than three consecutive school days due to a declared state of emergency, a declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure.

The Superintendent of Schools shall submit, with Board approval, the school district's program of virtual or remote instruction to the Commissioner of Education annually. If the Board is unable to complete and submit a proposed program of virtual or remote instruction to the Commissioner in accordance with the timeline established by the Commissioner and the school district is required to close its schools for a declared state of emergency, declared public-health emergency, or a directive by the appropriate health agency or officer to

institute a public health-related closure, the Commissioner of Education may retroactively approve the program.

If provided under the district's program of virtual or remote instruction that has been approved by the Commissioner, student attendance for a day of virtual or remote instruction shall be accounted for in accordance with N.J.A.C. 6A:32-8.4 for the purposes of meeting State and local graduation requirements, the awarding of course credit, and other matters as determined by the Commissioner of Education in accordance with the provisions of N.J.A.C. 6A:32-13.1.(d).

Pursuant to N.J.A.C. 6A:32-13.1(b), if implemented by the Superintendent, the school district's program of virtual or remote instruction shall be provided to an enrolled student, whether a general education student in preschool through grade twelve or a student with a disability aged three to twenty-one. The school district shall provide students with a disability with the same educational opportunities provided to general education students to the extent appropriate and practicable. Related services may be delivered to general education students and students with a disability through the use of electronic communication or a virtual or online platform, as appropriate.

In the event the State or local health department determines it is advisable to close or mandates closure of the schools of the district due to a declared state of emergency, declared public-health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure, the Superintendent shall have the authority to implement the school district's program of virtual or remote instruction. The Superintendent shall consult with the Board prior to such decision, if practicable. The Superintendent shall ensure that students, parents, staff, and the Board are informed promptly of the Superintendent's decision.

Nothing in N.J.S.A. 18A:7F-9.b., c., or d.; this Policy; and Regulation 2425 shall be construed to limit, supersede or preempt rights, privileges, compensation, remedies, and procedures afforded to public employees or a collective bargaining unit under Federal or State law or any provision of a collective bargaining agreement entered into by the school district.

In the event of the closure of a school or the schools of the district due to a declared state of emergency, declared public-health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure for a period longer than three consecutive school days:

1. District employees shall be entitled to compensation, benefits, and emoluments pursuant to the provisions of N.J.S.A. 18A:7F-9.e.(1) and (2).

2. The district shall continue to make payments of benefits, compensation, and emoluments pursuant to the terms of a contract with a contracted service provider in effect on the date of the closure as if the services for such benefits, compensation, and emoluments had been provided, and as if the school facilities had remained open pursuant to the provisions of N.J.S.A. 18A:7F-9.e.(3).

3. The district shall be obligated to make payments for benefits, compensation, and emoluments and all payments required pursuant to N.J.S.A. 18A:6-51 et seq., to an educational services commission, county special services school district, and a jointure commission, and under any shared services agreement and cooperative contract entered into with any other public entity pursuant to the provisions of N.J.S.A. 18A:7F-9.e.(4).

4. An educational services commission, county special services school district, and a jointure commission shall continue to make payments of benefits, compensation, and emoluments pursuant to the terms of a contract with a contracted service provider or a shared services agreement in effect on the date of the closure as if the services for such benefits, compensation, and emoluments had been provided, and as if the school facilities had remained open pursuant to the provisions of N.J.S.A. 18A:7F-9.e.(4).

The provisions of N.J.S.A. 18A:7F-9.e.(1) through (4) and 1 through 4 above shall not apply to any employee whose weekly hours of work are reduced, and to whom unemployment benefits are provided, pursuant to a shared work program approved pursuant to the provisions of N.J.S.A. 43:21-20.3 et seq. A contracted service provider, educational services commission, county special services school district, or jointure commission shall notify the district with which it has entered into a contract to provide services of its intent to reduce the hours of work of its employees pursuant to a shared work program approved pursuant to the provisions of N.J.S.A. 43:21-20.3 et seq.

1. Notwithstanding the provisions of N.J.S.A. 18A:7F-9.e.(3) and 3. above, if a contracted service provider reduces the amount that it pays to its employees providing services to a school district, and that reduction is the result of a reduction of work hours of those employees made pursuant to a shared work program approved pursuant to the provisions of N.J.S.A. 43:21-20.3 et seq., then the amount paid by the district to the contracted service provider shall be reduced by the same amount.

2. Notwithstanding the provisions of N.J.S.A. 18A:7F-9.e.(4) and 4. above, if an educational services commission, county special services school district, or jointure commission reduces the amount that it pays to its employees

providing services to a school district, and that reduction is the result of a reduction of work hours of those employees made pursuant to a shared work program approved pursuant to the provisions of N.J.S.A. 43:21-20.3 et seq., then the amount paid by the district to the educational services commission, county special services school district, or jointure commission shall be reduced by the same amount.

This Policy may be revised as necessary by the Superintendent in accordance with N.J.S.A. 18A:7F-9. The school district's emergency virtual or remote instruction program shall be posted prominently on the school district's website.

N.J.S.A. 18A:7F-9
N.J.A.C. 6A:32-2.1; 6A:32-8.4; 6A:32-13.1

Adopted:

8140 STUDENT~~PUPIL~~ ENROLLMENTS (M)

The Board of Education recognizes that efficient district operations require an accurate and up to date accounting of the number of students residing in this district and enrolled in district classes and programs.

Student attendance as provided for in Policy #5200 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. A staff member 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 N.J.A.C. 6A:32-8.1(c). ~~Student attendance shall be recorded in the school register during school hours on each day the school is in session. Separate registers shall be kept for students attending preschool, Kindergarten, grades one through five, grades six through eight, grades nine through twelve, each preschool class for the disabled, each class for the disabled, shared-time classes for regular students, shared-time classes for students with disabilities, full-time bilingual education programs and vocational day programs, summer schools operated by the district, and any other programs as required by the New Jersey Department of Education and N.J.A.C. 6A:32-8.1(d).~~

In accordance with N.J.A.C. 6A:32-8.1(e), ~~A~~a student who has been placed on home instruction shall have their ~~his or her~~ attendance status recorded on the regular register ~~attendance pages~~ for the program in which the student is enrolled. The students shall be marked absent ~~F~~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.~~, the student shall be marked absent.~~ Absences shall not ~~No absences will~~ be recorded for the student while on home instruction, provided~~ing~~ the hours of instruction are no less than required by N.J.A.C. 6A:14-4.8 and 4.9 and N.J.A.C. 6A:10.1 and 10.2. The number of possible days ~~of enrollment~~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.

Such records shall be made and maintained as will enable the Administration, with Board approval, to plan program and facilities development, make appropriate allocation of district resources, and receive the district's maximum amount of State and Federal aid.

The Superintendent or designee shall annually and in accordance with the timelines established by the Commissioner, file a report with the Commissioner stating the school district's enrollment.

N.J.S.A. 18A:25-4
N.J.A.C. 6A:14-4.8; 6A:14-4.9; 6A:16-10.1; 6A:16-10.2; 6A:32-8.1; 6A:32-8.2; 6A:32-8.3

Adopted: 22 March 2010

2425 EMERGENCY VIRTUAL OR REMOTE INSTRUCTION PROGRAM (M)

A. Definitions

1. "Remote instruction" means the provision of instruction occurring when the student and the instructor are in different locations due to the closure of the facility(ies) of the Board of Education, charter school, renaissance school project, or approved private school for students with disabilities. The closure of the facility(ies) shall be pursuant to N.J.S.A. 18A:7F-9 or 18A:46-21.1 and for more than three consecutive school days due to a declared state of emergency, a declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure.

2. "Virtual instruction" means the provision of active instruction when the student and the instructor are in different locations and instruction is facilitated through the internet and computer technologies due to the closure of the facility(ies) of the Board of Education, charter school, renaissance school project, or approved private school for students with disabilities. The closure of the facility(ies) shall be pursuant to N.J.S.A. 18A:7F-9 or 18A:46-21.1 and for more than three consecutive school days due to a declared state of emergency, a declared public-health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure.

B. Pursuant to N.J.A.C. 6A:32-13.1, if the State or local health department determines that it is advisable to close, or mandates closure of, the schools of a school district due to a declared state of emergency, declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure for more than three consecutive school days, the Superintendent shall have the authority to implement the school district's program of virtual or remote instruction, pursuant to N.J.S.A. 18A:7F-9.

1. If implemented by the Superintendent, the school district's program of virtual or remote instruction shall be provided to an enrolled student, whether a general education student in preschool through grade twelve or a student with a disability aged three to twenty-one.

   a. The school district shall provide students with a disability with the same educational opportunities provided to general education students to the extent appropriate and practicable in the Livingston Public School's Plan for Virtual and Remote Leaning.

b. Related services may be delivered to general education students and students with a disability through the use of electronic communication or a virtual or online platform, as appropriate.

2. The Board of Education may apply to the 180-day requirement established pursuant to N.J.S.A. 18A:7F-9.b., one or more days of virtual or remote instruction under the following conditions and in accordance with N.J.A.C. 6A:32-13.1(c)1. through 4. and B.2.a. through d. below:

a. Virtual or remote instruction is provided to students on the day(s) that some or all of the programs of instruction of the district were closed to in-person instruction;

b. The virtual or remote instruction meets the Commissioner-established criteria for the occurrence of one of the events at N.J.A.C. 6A:32-13.1(b) and B. above;

c. The school district's program of virtual or remote instruction:

(1) Explains, to the greatest extent possible, the equitable delivery of, and access to, virtual and remote instruction, including descriptions of the following:

(a) The design of synchronous and/or asynchronous virtual or remote learning plans that will maximize student growth and learning;

(b) How the school district will continuously measure student growth and learning in a virtual or remote instruction environment; and

(c) The school district's plan for measuring and addressing any ongoing digital divide issue(s), including a lack of access to the internet, network access, or devices;

(2) Addresses the needs of students with disabilities and includes descriptions of the following:

(a) The delivery of virtual or remote instruction in order to implement, to the greatest extent possible, students'

individualized education programs (IEPs), including material and platform access;

(b) The methods used to document IEP implementation, including the tracking of student progress, accommodations, and modifications;

(c) How case managers follow up with parents to ensure services are implemented, to the greatest extent possible, in accordance with IEPs; and

(d) How the school district plans to conduct IEP meetings, evaluations, and other meetings to identify, evaluate, and/or reevaluate students with disabilities;

(3) Addresses the needs of English language learners (ELLs) and includes descriptions of the following:

(a) How the school district includes an English as a Second Language and/or bilingual education program aligned with State and Federal requirements to meet the needs of ELLs;

(b) The process to communicate with parents of ELLs, including providing translation materials, interpretative services, and information available at the parent's literacy level;

(c) The use of instructional adaptations, for example, differentiation, sheltered instruction, Universal Design for Learning, access to technology, and strategies to ensure that ELLs access the same standard of education as non-ELL peers; and

(d) The training for teachers, administrators, and counselors to learn strategies related to culturally responsive teaching and learning, social-emotional learning, and trauma-informed teaching for students affected by forced migration from their home country;

(4) Accounts for student attendance in accordance with N.J.A.C. 6A:32-13.1(d) and B.3. below and include the following:

(a) A description or copy of the school district's attendance policies, including how the school district will determine whether a student is present or absent during virtual or remote instruction, and how a student's attendance will factor into promotion, retention, graduation, discipline, and any other decisions that will reflect the student's performance;

(5) Describes how the school district is communicating with the parents when a student is not participating in virtual or remote instruction and/or submitting assignments;

(6) Includes a plan for the continued safe delivery of meals to eligible students;

(7) Includes an outline of how buildings will be maintained throughout an extended period of closure; and

(8) Includes district-specific factors, including, but not limited to, considerations for Title I extended learning programs, 21st Century Community Learning Center Programs, credit recovery, other extended student learning opportunities, accelerated learning, and social and emotional health of staff and students, transportation, extra-curricular programs, childcare, and community programming; and

d. The Board of Education submitted a proposed program of virtual or remote instruction to the Commissioner annually.

(1) If the Board is unable to complete and submit a proposed program annually in accordance with the timeline established by the Commissioner, and the school district is required to close its schools for a declared state of emergency, declared public-health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure, the Commissioner may retroactively approve the program.

3. If provided under the Board's program that has been approved by the Commissioner, student attendance for a day of virtual or remote instruction shall be accounted for in accordance with N.J.A.C. 6A:32-8.4 for the purpose

of meeting State and local graduation requirements, the awarding of course credit, and other matters as determined by the Commissioner.

Adopted:

REGULATION 8140 – ENROLLMENT ACCOUNTING (M)

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 ~~the classes~~ and schools of the district shall constitute the school enrollment for the ~~school~~ district during any school year.

2. A ~~No~~ student attending a school operated by ~~th~~the Board of Education ~~is district~~ shall not be concurrently enrolled in more than one school register in any ~~the school~~ district during a school year with the exception of shared-time students. ~~. All students shall be enrolled as of the first day of attendance for that year.~~

3. A~~No~~ 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 ages:

   a. Kindergarten – older ~~more~~ than four years and younger than ~~less than~~ six years;

   b. State-funded preschool program – at least three years of age and younger than five years; and ~~Day school - more than five years; or~~

   c. Preschool students with disabilities – at least ~~disabled - more than~~ three years of age and younger than ~~and less 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 year ~~any re-entering student who has not attended school that year~~ has an excused absence or has transferred, withdrawn, or dropped out of the school district.

5.

Any student enrolled in the ~~When a student transfers, the D~~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. ~~will take appropriate steps to de-register the student in this District and provide all requisite information so he/she can be enrolled and on a school register in the new school district.~~

6. The average daily enrollment in the district for a school year shall be the sum of the total days in membership~~present and absent~~ of all enrolled students when schools were in session during the year, divided by the number of days ~~schools were actually~~ in session. The average daily enrollment for the programs of instruction ~~classes or~~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.

~~7. The average daily attendance in the district for a school year shall be the sum of the~~ days ~~present of all enrolled students when schools were in session during the year, divided by the number of days schools were actually in session. The average daily attendance for the classes or schools of the district having varying lengths of terms shall be the sum of the average daily attendance obtained for the individual classes or schools.~~

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. The attendance secretary at each school, which is responsible for the maintenance and safe keeping of a school register, shall conduct a count of the students entered in the register on the last school day prior to October 16.

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b. The count shall include all students who have attended school since the beginning of the school year, by original entry or reentry, and shall exclude all students who have been removed from the register by transfer or dropout.

c. The count shall be recorded on an internal form/document within each school to maintain/track students entered/left each month during the school year.

d. Process monthly NJ Attendance Register and Summary report for each month to verify the enrollment in each grade level/program type listed based on the internal form/document. The NJ Register for October 15 must be processed and ensure enrollment is accurate to report for purposes of the ASSA.

2. Data Collection

a. In preparation, the Database Administrator shall contact and coordinate with each school office support staff - especially attendance secretary, ~~and~~ principal, and department heads – such as Student Services, World Language/ESL/LEP, Business Office reporting Free/Reduced Lunch (Economically Disadvantaged), and school principals (504) to ensure all pertinent student data is updated and verified accurately in the Student Information System.

b. The Database Administrator shall perform the calculation/collection of data from the Student Information System after schools verify and confirm enrollment data on NJ Registers are accurate in accordance with B.1.a.

c. The Database Administrator shall work with all staff mentioned above to resolve inconsistencies and discrepancies between register and enrollment counts between the NJ Register and *Application for State School Aide* data collection.

3. Application Submission

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a. The Database Administrator shall perform the *Application for State School Aide* data collection and initially uploads/submits via the NJ SMART Portal during the Oct 15 Snapshot State Submission period which occurs during end of November time frame.

b. NJ SMART provides the *Application for State School Aide* to NJ DOE with a comparison of other Districts with respect to Out of District Schools for purposes of Sent/Received. In December, the NJ DOE provides the *Application for State School Aide* data reported via NJ SMART on the NJ Homeroom Website to allow the opportunity to update the data and correct Sent/Received discrepancies. The Database Administrator shall reconcile all data inconsistencies and Sent/Received discrepancies and correct in the ASSA application on the NJ Homeroom Website.

c. The Database Administrator shall complete, submit, and certify the *Application for State School Aide* via the NJ Homeroom Website and submit the application certification report to the Superintendent for approval.

~~a. The Database Administrator shall perform the *Application for State School Aide* data collection and initially uploads/submits via the NJ SMART Portal during the Oct 15 Snapshot State Submission period which occurs during end of November time frame.~~

~~b. NJ SMART provides the *Application for State School Aide* to NJ DOE with a comparison of other Districts with respect to Out of District Schools for purposes of Sent/Received. In December, the NJ DOE provides the *Application for State School Aide* data reported via NJ SMART on the NJ Homeroom Website to allow the opportunity to update the data and correct Sent/Received discrepancies. The Database Administrator shall reconcile all data inconsistencies and Sent/Received discrepancies and correct in the ASSA application on the NJ Homeroom Website.~~

~~c. The Database Administrator shall complete, submit, and certify the *Application for State School Aide* via the NJ Homeroom Website and submit the application certification report to the Superintendent for approval.~~

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R 8420.2 BOMB THREATS (M)

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.~~The bomb threat message may be a telephone call, written, e-mailed, rumored, graffiti or any other communication method.~~

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~~A. Procedures When a Bomb Threat is Received~~

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~~1. A written bomb threat should be placed in a folder or a folded paper and should be handled as little as possible.~~

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~~2. The person receiving a bomb threat by phone will attempt to keep the caller on the line as long as possible to enhance the chance to identify the telephone caller.~~

~~The person talking to the caller should attempt to obtain, by direct questioning and by listening to background clues, and record in writing as much information as possible about:~~

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~~a. The alleged bomb (e.g., its nature, size, specific location, what will cause detonation, detonation time);~~

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~~b. The caller (e.g., name, address, location, gender, age, background, motive);~~

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~~c. The identity of the person who placed the bomb, if the caller denies responsibility;~~

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~~d. The means by which the bomb was delivered to the site;~~

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~~e. The caller's voice (e.g., calm, angry, excited, slow, rapid, loud, slurred, distinct, familiarity); and~~

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~~f. Background sounds (e.g. street noises, music, office or factory machinery, animal noises, voices).~~

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~~B. Procedures to be Used After a Bomb Threat is Received~~

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~~1. The Principal or designee will immediately call:~~

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~~a. The Police Department/local law enforcement;~~

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~~b. The Superintendent's office.~~

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~~2. If the Principal or designee determines there is reasonable cause to believe an explosive device is present and an immediate evacuation is warranted, the Principal or designee will order the immediate evacuation of the school building. The evacuation will be conducted as follows in accordance with our Emergency Operations Plan:~~

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~~3. If the Principal or designee determines an immediate evacuation is not warranted the building will not be immediately evacuated until law enforcement officials arrive on the scene and are provided control of the bomb threat situation.~~

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~~4. The Principal or designee will also:~~

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~~a. Notify and maintain contact with the Superintendent of Schools regarding the communication to be released to parents, community and media; and the Superintendent's Office will notify district transportation of a potential situation; and~~

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~~b. Allow law enforcement officials to control the scene upon their arrival.~~

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~~c. Prohibit the use of any electronic communication devices to include, but not be limited to cellular telephones and walkie-talkies;~~

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~~5. School staff members, upon receiving notice the school is being evacuated for a bomb threat, will:~~

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~~a. Instruct students to not use any electronic communication device until instructed otherwise;~~

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~~b. Conduct a quick visual survey of their classrooms for any suspicious or unfamiliar objects and report such to the Principal or designee;~~

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~~c. Leave the windows and doors of their vacated rooms open and do not turn on or turn off any light or electrical switch;~~

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~~d. Take the student roster and the day's attendance;~~

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~~e. Lead their class or the students under their supervision upon receiving the evacuation notice to the evacuation area;~~

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~~f. Take attendance when arriving at the evacuation area and report any additional students or missing students to the Principal or designee;~~

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~~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~~

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~~h. Not speak to the media or permit media to interview any student.~~

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~~6. If law enforcement officials determine the building can be re-entered, the Principal or designee will order the building to be re-entered. The regular instructional program will be resumed as quickly as possible. If the bomb threat disruption has occurred late in the school day, the Principal may recommend to the Superintendent that the school be closed and students dismissed.~~

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~~7. In the event an explosive device is found in the school building or on school grounds threatening the safety of staff and students, the Principal or designee will:~~

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~~a. Work with law enforcement officials to ensure the continued safety of students and staff;~~

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~~b. Notify school officials at the evacuation assembly locations of the situation that students will be released for the day; and~~

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~~c. In consultation with the Superintendent of Schools and law enforcement officials, will coordinate student dismissal procedures from the evacuation assembly areas and family notification and reunification protocols.~~

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~~8. The school district will provide staff counseling and support as needed.~~

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~~These procedures are recommended for implementation in the event a bomb threat is received. However, based on the circumstance or situation, the Principal or designee or law enforcement officials may modify these procedures if it is determined modification is needed to best protect the building's occupants.~~

Adopted: January 23, 2017

R 8420.7 LOCKDOWN PROCEDURES (M)

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 procedures to 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.~~. The following procedures shall be enacted during a Lockdown which shall begin with notification to the building's occupants that all occupants should commence Lockdown . The notification may be a public address announcement or may be a discreet notification depending on the circumstance or situation.~~

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~~A. Procedures in the Event it is Determined a Lockdown is Warranted~~

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~~1. The Principal and/or designee will immediately:~~

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~~a. Contact local law enforcement;~~

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~~b. Inform the Superintendent;~~

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~~c. Will allow local law enforcement officials to control the scene upon their arrival.~~

~~d. Determine, in consultation with the Manager of Communications and Community Outreach and with the approval of the Superintendent of Schools, the most appropriate means to communicate information to be released to parents, community, and media; and~~

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~~2. Teachers shall take student attendance for the students within their secured area.~~

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~~3. The building's occupants should remain in Lockdown condition until an announcement indicating the Lockdown is over.~~

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~~B. Procedures Lockdown is Brought Under Control~~

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~~1. After the Lockdown situation has been brought under control, the Principal or designee or law enforcement officials will communicate to building occupants the Secured Environment situation has ended.~~

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~~2. The Principal or designee, in consultation and with the approval of the Superintendent of Schools, will coordinate family reuniting procedures if needed.~~

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~~3. The school district will provide school district staff with counseling and support as needed.~~

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~~4. The Principal or designee will debrief with local law enforcement and all other agencies involved in the school Secured Environment situation.~~

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~~These Lockdown procedures are recommended for implementation in the event it is determined a Lockdown is needed. However, based on the circumstance or situation, the Principal or designee or law enforcement officials may modify these procedures if he/she determines modification is needed to best protect the building's occupants.~~

Approved: January 23, 2017

R 8420.10 ACTIVE SHOOTER (M)

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.~~In an active shooter situation, one or more subjects who are believed to be armed has used or threatened to use a weapon to inflict serious bodily injury to another person and/or continues to do so while having unrestricted access to additional victims, their actions have demonstrated their intent to continuously harm others, and their overriding objective appears to be that of mass injury.~~

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~~A. Procedures in the Event of an Active Shooter in the School or on School Grounds~~

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~~1. If the Principal or designee determines there is an active shooter in the school or on school grounds he/she will immediately:~~

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~~a. Order a lockdown of the school building. The notification may be a public address announcement or may be a discreet notification depending on the circumstance or situation;~~

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~~b. Contact local law enforcement;~~

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~~c. Inform the Superintendent of Schools;~~

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~~d. designate a staff member to meet and brief local law enforcement upon their arrival;~~

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~~e. Will allow local law enforcement officials to control the scene upon their arrival.~~

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~~2. School staff members, upon receiving notice there may be an intruder or active shooter in the school building or on school grounds, will:~~

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~~a. If not already confirmed, upon first indication of an intruder will initiate an Active Shooter Lockdown via intercom system. Call 911 if possible;~~

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~~b. Close and lock doors and windows from inside the room, if possible; |~~

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~~c. Secure all staff, students, and visitors, including those in the hallways, behind locked doors, restrooms, gymnasiums, and other non-classroom building areas without risking their own safety or the safety of others already secure;~~

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~~d. Turn off all lights, close blinds/shades, and turn off electronic equipment;~~

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~~e. Instruct students to be absolutely quiet and not to use any individual electronic communication device;~~

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~~f. Instruct classroom occupants to get on the floor in a sitting or crouching position and direct students away from doors and windows wherever possible;~~

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~~g. Not permit anyone to leave a secured room or area until notified by the Principal or designee or law enforcement officials; and~~

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~~h. Ignore bells or alarms unless otherwise notified by the Principal or designee or law enforcement officials.~~

~~3. Teachers shall take student attendance for the students within their secured area and make note of any additional students in the room andany missing students.~~

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~~4. The building's occupants should remain in lockdown condition until notification as outlined in Emergency Operations Plan.~~

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~~B. Procedures After Active Shooter Situation is Brought Under Control~~

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~~1. After the active shooter situation has been brought under control, the Principal or designee or law enforcement officials will communicate to building occupants the active shooter situation has ended.~~

~~2. The Principal or designee, in consultation and with the approval of the Superintendent of Schools, will coordinate family reunification procedures if needed.~~

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~~3. The school district will provide staff and students counseling and support as needed.~~

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~~4. The Principal or designee will debrief with local law enforcement and all other agencies involved in the active shooter situation.~~

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~~5. The Superintendent of Schools, in consultation with the Principal and law enforcement officials, will determine when school can resume normal activities and will communicate this information to staff, parents, and the community.~~

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~~These active shooter procedures are recommended for implementation in the event it is determined an active shooter may be in a school building or on school grounds. However,~~

~~based on the circumstance or situation, the Principal or designee or law enforcement officials may modify these procedures if he/she determines modification is needed to best protect the building's occupants.~~

Adopted: January 23, 2017