

BYLAW GUIDE

BYLAWS
0143/page 1 of 6
Board Member Election and Appointment
Jul 25

[See POLICY ALERT Nos. 181, 202, and 235]

0143 BOARD MEMBER ELECTION AND APPOINTMENT

The election and appointment of Board of Education members will be conducted in strict compliance with law.

~~[Applicable For Type II Districts With an Elected Board And Regional School District Boards]~~

Vacancies in the membership of Boards of Type II districts having elected Boards shall be filled in accordance with N.J.S.A. 18A:12-15. Vacancies in the membership of a regional Board shall be filled from the constituent districts represented by the former incumbents in the same manner as vacancies in the membership of Boards of Type II districts having elected Boards in accordance with N.J.S.A. 18A:13-11. Such vacancies shall be filled as follows:

1. By the Executive County Superintendent, if the vacancy is caused by the absence of candidates for election to the Board or by the removal of a member because of lack of qualifications, or is not filled within sixty-five days following its occurrence;
2. By the Executive County Superintendent, to a number sufficient to make up a quorum of the Board if, by reason of vacancies, a quorum is lacking;
3. By special election, if in the annual school election two or more candidates qualified by law for membership on the Board receive an equal number of votes. Such special election shall be held only upon recount and certification by the County Board of Elections of such election result, shall be restricted to such candidates, shall be held within sixty days of the annual school election, and shall be conducted in accordance with procedures for annual and special school elections set forth in Title 19 of the Revised Statutes. The vacancy shall be filled by the Executive County Superintendent if in such special election



BYLAW GUIDE

two or more candidates qualified by law for membership on the Board receive an equal number of votes;

BYLAWS

0143/page 2 of 6

Board Member Election and Appointment

4. By special election, if there is a failure to elect a member at the annual school election due to improper election procedures. Such special election shall be restricted to those persons who were candidates at such annual school election, shall be held within sixty days of such annual school election, and shall be conducted in accordance with the procedures for annual and special school elections set forth in Title 19 of the Revised Statutes;
5. By the Commissioner of Education if there is a failure to elect a member at the annual school election due to improper campaign practices; or
6. By a majority vote of the present members of the Board after the vacancy occurs in all other cases.

Each member so appointed shall serve until the organizational meeting following the next annual election unless the member is appointed to fill a vacancy occurring within the sixty days immediately preceding such election if the annual election is held in April, or occurring after the third Monday in July if the election is held in November, to fill a term extending beyond such election, in which case the member shall serve until the organizational meeting following the second annual election next succeeding the occurrence of the vacancy, and any vacancy for the remainder of the term shall be filled at the annual election or the second annual election next succeeding the occurrence of the vacancy, as the case may be in accordance with N.J.S.A. 18A:12-15.

~~A vacancy in the membership of a regional Board of Education shall be filled in accordance with N.J.S.A. 18A:13-11. A vacancy be filled from the constituent districts represented by the former incumbents in the same manner as vacancies in the membership of Boards of Education of Type II districts having elected Boards of Education are filled.~~

~~A vacancy in the membership of a Board of Education shall be filled as follows:~~



BYLAW GUIDE

1. ~~By the Executive County Superintendent, if the vacancy is caused by:~~

BYLAWS

0143/page 3 of 6

Board Member Election and Appointment

a. ~~The absence of candidates for election to the school Board;
or~~

b. ~~The removal of a member because of lack of qualifications;
or~~

c. ~~The failure of the Board to appoint a person to a vacancy
within sixty-five days following its occurrence; or~~

d. ~~Two or more candidates qualified by law for membership
on the Board receiving an equal number of votes in a
special runoff election.~~

e. ~~By the Executive County Superintendent, to a number
sufficient to make up a quorum of the Board if, by reason
of vacancies, a quorum is lacking;~~

3. ~~By special election within sixty days of the annual school election,
if:~~

a. ~~Two or more candidates qualified by law for membership
on the school Board receive an equal number of votes in
the annual school election; or~~

b. ~~The annual election is disqualified due to improper election
procedures.~~

4. ~~By the Commissioner of Education if there is a failure to elect a
member at the annual school election due to improper campaign
practices; or~~



BYLAW GUIDE

~~5. By a majority vote of the remaining members of the Board of Education after the vacancy occurs in all other cases.~~

The Board Secretary shall promptly notify the President of a vacancy to be filled by the Board. The President shall inform all other Board members. The Board will give public notice of the vacancy and invite any qualified person to submit a written request for consideration of **their his/her** candidacy for the vacancy. The Board may also require candidates submit a resume with their written request.

BYLAWS
0143/page 4 of 6
Board Member Election and Appointment

In considering candidates who have expressed an interest in a vacancy, the Board of Education may interview candidates in public or executive session. The Board must vote to appoint a candidate to a vacancy in public session and there shall be no decisions made in executive session. In the event interviews are conducted in executive session, Board members, in the public session nomination and voting process, shall express their opinion in support of their vote so the public can witness any deliberations, policy formulation, and the decision making process of the Board.

A roll call vote will be conducted on candidates in the order the candidates were nominated with a second. If there are two or more vacancies, each vacancy will be filled by a separate election process. The first candidate who receives the votes of a majority of the present Board members will be elected to the vacancy. In the event no candidate receives a majority vote of the present Board members, another election process shall be conducted between the two candidates receiving the highest number of votes.]

~~[Applicable for County Vocational School Districts Only~~

~~A vacancy on the county vocational school district Board shall be deemed to exist and shall be filled in the manner prescribed in N.J.S.A. 40A:9-12.1, pursuant to N.J.S.A. 18A:54-16.~~

~~The seat of a Board member on the county vocational school district Board shall be deemed vacant:~~

~~1. Upon its being so declared by judicial determination;~~



BYLAW GUIDE

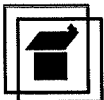
- ~~2. Upon the filing by such Board member of their written resignation;~~
- ~~3. Upon the refusal of a person designated for appointment to the Board to qualify or serve;~~
- ~~4. Upon the determination of the appointing authority that such Board member shall have become physically or mentally incapable of serving;~~
- ~~5. Upon the death of such Board member;~~

BYLAWS

0143/page 5 of 6

Board Member Election and Appointment

- ~~6. Upon the determination of the appointing authority that, in violation of a lawful residency requirement, such Board member no longer resides within the county in which the county vocational school district is located;~~
- ~~7. In the case of a member of the Board, whenever the Board member, without being excused by a majority of the members of the Board, fails to attend and participate at meetings of the Board for a period of eight consecutive weeks, or for four consecutive regular meetings, whichever shall be of longer duration, at the conclusion of such period, provided that such Board shall notify the appointing authority in writing of such determination; provided, further, that such Board may refuse to excuse only with respect to those failures to attend and participate which are not due to legitimate illness; provided, however, that nothing in N.J.S.A. 40A:9-12.1 shall preclude a municipal appointing authority from adopting by ordinance a policy establishing a lower absentee threshold, provided that the ordinance shall not permit the removal of the Board member if the Board member has been absent for less than six consecutive weeks, or three consecutive meetings, whichever shall be of longer duration, without being excused, within the term of office for the position held by the individual;~~



BYLAW GUIDE

~~8. Upon the removal of a Board member for cause in accordance with law, or for any other reason prescribed by law.~~

~~Whenever any of the above shall occur the appointing authority shall forthwith fill the vacant Board seat for the unexpired term in the manner prescribed by law; provided, however, that in the case of a person failing to qualify or refusing to serve pursuant to N.J.S.A. 40A:9-12.1.c. and 3. above, such Board seat shall not be deemed vacant, if the incumbent Board member is authorized by law to continue serving on the Board until a successor is appointed and qualifies therefor.~~

~~A vacancy on the Board of Education of a county vocational school district shall be filled in accordance with N.J.S.A. 18A:54-16 et seq.]~~

BYLAWS
0143/page 6 of 6
Board Member Election and Appointment

N.J.S.A. 18A:12-11; 18A:12-15
N.J.S.A. 18A:13-5; 18A:13-10; 18A:13-11 [regional district]
N.J.S.A. 18A:54-16
N.J.S.A. 40A:9-12.1 [vocational district]



BYLAW GUIDE

Adopted:



POLICY GUIDE

ADMINISTRATION

1620/page 1 of 6

Administrative Employment Contracts

Jul 25

M

[See **POLICY ALERT Nos. 182, 184, 188, 221, and 235**]

1620 ADMINISTRATIVE EMPLOYMENT CONTRACTS

The Executive County Superintendent shall review and approve, for all Superintendents of Schools, Superintendents of Schools reappointed pursuant to N.J.S.A. 18A:17-20.1, Deputy Superintendents of Schools, Assistant Superintendents of Schools, and School Business Administrators, including any interim, acting, or person otherwise serving in these positions, in school districts, county vocational school districts, county special services school districts and other districts, except charters **schools**, within the **cCounty** under the supervision of the Executive County Superintendent:

1. New employment contracts, including contracts that replace expired contracts for existing tenured and non-tenured employees;
2. Renegotiations, extensions, amendments, or other alterations of the terms of existing employment contracts that have been previously approved by the Executive County Superintendent; and
3. Provisions for contract extensions where such terms were not included in the original employment contract or are different from the provisions contained in the original approved employment contract.

In counties where there is no Executive County Superintendent, an Executive County Superintendent from another county shall be designated by the Commissioner of **Education** to review and approve all contracts **in accordance with N.J.A.C. 6A:23A:3-1(a) and listed 1., 2., and 3.** above.

The contract review and approval shall take place prior to any required public notice and hearing pursuant to N.J.S.A. 18A:11-11, and prior to the Board of Education approval and execution of the contracts to ensure compliance with all applicable laws, including, but not limited to, N.J.S.A. 18A:30-3.5; 18A:30-9; 18A:17-15.1; and 18A:11-12.



POLICY GUIDE

ADMINISTRATION

1620/page 2 of 6

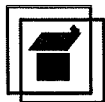
Administrative Employment Contracts

In accordance with the provisions of ~~N.J.S.A. 18A:11-11~~ and N.J.A.C. 6A:23A-3.1(c)1, the public notice and public hearing required **pursuant to N.J.S.A. 18A:11-11** shall be applicable to a Board of Education that renegotiates, extends, amends, or otherwise alters the terms of an existing contract with a Superintendent of Schools, Deputy Superintendent of Schools, Assistant Superintendent of Schools, or School Business Administrator. In accordance with N.J.S.A. 18A:11-11, notice must be provided to the public at least thirty days prior to the scheduled action by the Board. The Board shall also hold a public hearing and shall not take any action on the matter until the hearing has been held. The Board shall provide the public with at least ten days' notice of the public hearing.

In accordance with N.J.A.C. 6A:23A-3.1(c)1, the public notice and public hearing required pursuant to N.J.S.A. 18A:11-11 shall not apply to new contracts, including contracts that replace expired contracts for existing employees in one of these positions **listed at N.J.A.C. 6A:23A-3.1(a)**, whether tenured or not tenured. Nothing shall preclude a Board from issuing a public notice and/or holding a public hearing on new contracts, including new contracts that replace expired contracts for existing tenured and non-tenured employees.

The public notice and public hearing required pursuant to N.J.S.A. 18A:11-11 is also required in the event an existing contract for a Superintendent of Schools, Deputy Superintendent of Schools, Assistant Superintendent of Schools, or School Business Administrator is rescinded or terminated by the Board of Education before it is due to expire and the parties agree to new employment terms.

In connection with the Executive County Superintendent's review of the contract, the Board shall provide the Executive County Superintendent with a detailed statement setting forth the total cost of the contract for each applicable year, including salary, longevity (if applicable), benefits, and all other emoluments **in accordance with N.J.A.C. 6A:23A-3.1(d)**.



POLICY GUIDE

The review and approval of the employment contracts of Superintendents of Schools, Deputy Superintendents of Schools, Assistant Superintendents of Schools, and School Business Administrators conducted by the Executive County Superintendent shall be consistent with the following additional standards outlined in N.J.S.A. 18A:7-8.1 and N.J.A.C. 6A:23A-3.1(e):

ADMINISTRATION

1620/page 3 of 6

Administrative Employment Contracts

1. Contracts for each class of administrative position shall be comparable with the salary, benefits, and other emoluments contained in the contracts of similarly credentialed and experienced administrators in other ~~school~~ districts in the region with similar enrollment, academic achievement levels and challenges, and grade span.
2. No contract shall include provisions that are inconsistent with the travel requirements pursuant to N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, including, but not limited to, the provisions for mileage reimbursement and reimbursement for meals and lodging in New Jersey. Any contractual provision that is inconsistent with law **shall be** ~~is~~ superseded by the law.
3. No contract shall include provisions for the reimbursement or payment of employee contributions that are either required by law or by a contract in effect in the ~~school~~ district with other teaching staff members, such as payment of the employee's State or Federal taxes, or of the employee's contributions to FICA, Medicare, State pensions and annuities (TPAF), life insurance, disability insurance (if offered), and health benefit costs.
4. No contract shall contain a payment as a condition of separation from service that is deemed by the Executive County Superintendent to be prohibited or excessive in nature. The payment cannot exceed the lesser of the calculation of three months' pay for every year remaining on the contract with pro-ration for partial years, not to exceed twelve months, or the remaining salary amount due under the contract.



POLICY GUIDE

5. No contract shall include benefits that supplement or duplicate benefits that are otherwise available to the employee by operation of law, an existing group plan, or other means; **for example e.g.**, an annuity or life insurance plan that supplements or duplicates a plan already made available to the employee. Notwithstanding the provisions of **N.J.A.C. 6A:23A-3.1** ~~this section~~, a contract may contain an annuity where ~~those~~ benefits are already contained in the existing contract between ~~that the~~ employee and the district.

ADMINISTRATION

1620/page 4 of 6

Administrative Employment Contracts

6. Contractual provisions regarding accumulation of sick leave and supplemental compensation for accumulated sick leave shall be consistent with N.J.S.A. 18A:30-3.5 **and 18A:30-3.6**. Supplemental payment for accumulated sick leave shall be payable only at the time of retirement and shall not be paid to the individual's estate or beneficiaries in the event of the individual's death prior to retirement. Pursuant to N.J.S.A. 18A:30-3.2, a new Board of Education contract may include credit of unused sick leave **days** in accordance with the new Board's of Education's policy on sick leave credit for all employees.
7. Contractual provisions regarding accumulation of unused vacation leave and supplemental compensation for accumulated unused vacation leave shall be consistent with N.J.S.A. 18A:30-9. Contractual provisions for payments of accumulated vacation leave prior to separation can be included, but only for leave accumulated prior to June 8, 2007, and remaining unused at the time of payment. Supplemental payments for unused vacation leave accrued consistent with the provisions of N.J.S.A. 18A:30-9 after June 8, 2007, as well as unused vacation leave accumulated prior to June 8, 2007, that has not been paid, shall be payable at the time of separation and may be paid to the individual's estate or beneficiaries in the event of the individual's death prior to separation.
8. Contractual provisions that include a calculation of per diem for twelve-month employees shall be based on a two hundred sixty-day work year.



POLICY GUIDE

9. No provision for a merit bonus shall be made except where payment is contingent upon achievement of quantitative merit criterion and/or qualitative merit criterion:
- a. A contract may include no more than three quantitative merit criteria and/or two qualitative merit criteria per contract year.
 - b. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and/or qualitative merit criteria.
- ADMINISTRATION
1620/page 5 of 6
Administrative Employment Contracts
- c. A contract may provide for merit bonuses in an amount not exceeding 3.33 percent of annual salary for each quantitative merit criterion achieved and 2.5 percent of annual salary for each qualitative merit criterion achieved. Any such merit bonus shall be considered “extra compensation” for purpose of N.J.A.C. 17:3-4.1 and shall not be cumulative.
 - d. The Board of ~~Education~~ shall submit to the Executive County Superintendent a resolution certifying that a quantitative merit criterion or a qualitative merit criterion has been satisfied and shall await confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of any merit bonus.
10. No provision for a bonus shall be made except where payment is contingent upon achievement of measurable specific performance objectives expressly contained in a contract approved pursuant to N.J.A.C. 6A:23A-3.1, where compensation is deemed reasonable relative to the established performance objectives and achievement of the performance objectives has been documented to the satisfaction of the Board of ~~Education~~.



POLICY GUIDE

11. No provision for payment at the time of separation or retirement shall be made for work not performed except as otherwise authorized in N.J.A.C. 6A:23A-3.1 and N.J.S.A. 18A:7-8.1.
12. No contract shall include a provision for a monthly allowance except for a reasonable car allowance. A reasonable car allowance shall not exceed the monthly cost of the average monthly miles traveled for business purposes multiplied by the allowable mileage reimbursement pursuant to applicable law and regulation and New Jersey Office of Management and Budget (NJOMB) circulars. If such allowance is included, the employee **cannot** ~~shall not~~ be reimbursed for business travel mileage nor assigned permanently a car for official district business. Any provision of a car for official district business **shall must** conform with N.J.A.C. 6A:23A-6.12 and **shall** be supported by detailed justification. No contract shall include a provision of a dedicated driver or chauffeur.

ADMINISTRATION

1620/page 6 of 6

Administrative Employment Contracts

13. All Superintendent contracts shall include, **pursuant to N.J.S.A. 18A:17-15.1**, the required provision **that pursuant to N.J.S.A. 18A:17-15.1 which states that the contract is null and void** in the event the Superintendent's certificate is revoked, ~~the contract is null and void.~~
14. No contract shall include a provision for additional compensation upon the acquisition of a graduate degree unless the graduate degree is conferred by **an a-regionally** accredited college or university ~~as defined in applicable regulations~~. No contract shall include a provision for assistance, tuition reimbursement, or additional compensation for graduate school coursework, unless the coursework culminates in the acquisition of a graduate degree conferred by **an a-regionally** accredited **institution**, college, or university ~~as defined in applicable regulations~~.

The review and approval of an employment contract for the Superintendent of ~~Schools~~ shall not include maximum salary amounts pursuant to N.J.S.A. 18A:7-8.j.



POLICY GUIDE

Any action(s) by the Executive County Superintendent undertaken pursuant to N.J.S.A. 18A:7-8.1, N.J.A.C. 6A:23A-3.1, and this Policy may be appealed to the Commissioner of Education pursuant to the procedures set forth at N.J.A.C. 6A:3, Controversies and Disputes.

N.J.S.A. 18A:7-8; 18A:7-8.1; 18A:11-11
N.J.A.C. 6A:23A-3.1; 6A:23A-7 et seq.

Adopted:



POLICY GUIDE

ADMINISTRATION
1636.01/page 1 of 1
Notification of Promotion, New Job,
and Transfer Opportunities
Jul 25

[See POLICY ALERT No. 235]

1636.01 NOTIFICATION OF PROMOTION, NEW JOB, AND TRANSFER OPPORTUNITIES

The Board of Education shall make reasonable efforts to announce, post, or otherwise make known opportunities for promotion that are advertised internally within the district or externally on internet-based advertisements, postings, printed flyers, or other similar advertisements to all current employees in the affected department or departments of the district prior to making a promotion decision in accordance with N.J.S.A. 34:6B-23.

For the purpose of N.J.S.A. 34:6B-23 and this Policy, “promotion” means a change in job title and an increase in compensation.

Any promotion for a current employee that is awarded on the basis of years of experience or performance shall not be subject to the notification requirements established in N.J.S.A. 34:6B-23 and this Policy. Nothing in N.J.S.A. 34:6B-23 and this Policy shall be construed to prohibit the Board from making a promotion on an emergent basis due to an unforeseen event.

The Board shall disclose in each posting for new jobs and transfer opportunities that are advertised by the Board either externally or internally the hourly wage or salary, or a range of the hourly wage or salary, and a general description of benefits and other compensation programs for which the staff member would be eligible. Nothing in N.J.S.A. 34:6B-23 and this Policy shall be construed to prohibit the Board from increasing the wages, benefits, and compensation identified in the job opening posting at the time of making an offer for employment to an applicant.

N.J.S.A. 34:6B-23



POLICY GUIDE

Adopted:



POLICY GUIDE

PROGRAM
2422/page 1 of 6

Statutory Curricular Requirements
~~Comprehensive Health and Physical Education~~

Jul 25

M

[See POLICY ALERT Nos. 208, 217, 219, 224, and 235]

2422 STATUTORY CURRICULAR REQUIREMENTS COMPREHENSIVE HEALTH AND PHYSICAL EDUCATION

The New Jersey Student Learning Standards (NJSLS) provide clear and consistent learning goals across distinct content areas to help prepare students for postsecondary success. The NJSLS demonstrate what students are expected to learn at specific grade levels and bands, so that every parent and teacher can understand and support learning. The NJSLS offer the foundation on which school districts build coherent curriculum and plan instruction to prepare each student with the knowledge and skills needed to succeed.

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

~~The curriculum requirements listed below address the need for students to gain knowledge and skill in caring for themselves, interacting effectively with others, and analyzing the impact of choices and consequences. The primary focus of the curriculum listed below is to help students develop concepts and skills that promote and influence healthy behaviors.~~

The New Jersey State Board of Education adopts the NJSLS and the NJSLS incorporate New Jersey statutes require instruction to be part of the school district's implementation of the NJSLS related to health and well-being of students in New Jersey schools. The following statutes that require instruction to be part of the school district's implementation of incorporated into the NJSLS include, but are not limited to, the following requirements:



POLICY GUIDE

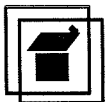
1. Accident and Fire Prevention (N.J.S.A. 18A:6-2) requires regular courses of instruction in accident and fire prevention.

PROGRAM

2422/page 2 of 6

Statutory Curricular Requirements
Comprehensive Health and Physical Education

2. Breast Self-Examination (N.J.S.A. 18A:35-5.4) requires offering instruction on breast self-examination for students in grades seven through twelve.
3. Bullying Prevention Programs (N.J.S.A. 18A:37-17) requires the establishment of bullying prevention programs.
4. Cancer Awareness (N.J.S.A. 18A:40-33) requires the development of a school program on cancer awareness by the Commissioner of Education.
5. Dating Violence Education (N.J.S.A. 18A:35-4.23a) requires instruction regarding dating violence in grades seven through twelve.
6. Domestic Violence Education (N.J.S.A. 18A:35-4.23) allows instruction on problems related to domestic violence and child abuse.
7. Gang Violence Prevention (N.J.S.A. 18A:35-4.26) requires instruction in gang violence prevention for elementary school students.
8. Health, Safety, and Physical Education (N.J.S.A. 18A:35-5) requires that all students in grades one through twelve participate in at least two and one-half hours of health, safety, and physical education each school week.
9. Drugs, Alcohol, Tobacco, Controlled Dangerous Substances, and Anabolic Steroids (N.J.S.A. 18A:40A-1) requires instructional programs on drugs, alcohol, anabolic steroids, tobacco, and controlled dangerous substances and the development of curriculum guidelines for each grade Kindergarten through twelve.



POLICY GUIDE

PROGRAM
2422/page 3 of 6

Statutory Curricular Requirements
~~Comprehensive Health and Physical Education~~

10. Lyme Disease Prevention (N.J.S.A. 18A:35-5.1 through **18A:35-5.3**) requires the development of Lyme ~~d~~isease curriculum guidelines **for the teaching of information on the prevention of Lyme disease and other tick-borne diseases and training to all teaching staff members who instruct students with Lyme Disease.**
11. Organ Donation (N.J.S.A. 18A:7F-4.3) requires information relative to organ donation to be given to students in grades nine through twelve.
12. Sexual Assault Prevention (N.J.S.A. 18A:35-4.3) requires the development of a sexual assault prevention education program by the Commissioner of Education for utilization by school districts.
13. Stress Abstinence (N.J.S.A. 18A:35-4.19 through ~~N.J.S.A.~~ 18A:35-4.22), also known as the “AIDS Prevention Act of 1999,” requires sex education programs to stress abstinence.
14. Suicide Prevention (N.J.S.A. 18A:6-111 through **18A:6-113**) requires instruction in suicide prevention in public schools.
15. Cardiopulmonary Resuscitation (CPR)/Automated External Defibrillator (AED) (N.J.S.A. 18A:35-4.28 and 18A:35-4.29) requires public high schools and charter schools to provide instruction in cardiopulmonary resuscitation and the use of an automated external defibrillator to each student prior to graduation.
16. Sexually Explicit Images through Electronic Means (N.J.S.A. 18A:35-4.32 and **18A:35-4.33**) requires instruction, once during middle school, on the social, emotional, and legal consequences of



POLICY GUIDE

distributing and soliciting sexually explicit images through electronic means.

17. History of Disabled and LGBT Persons (N.J.S.A. 18A:35-4.35 and **18A:35-4.36**) requires instruction on the political, economic, and social contributions of persons with disabilities and lesbian, gay, bisexual, and transgender people for middle and high school students.

PROGRAM

2422/page 4 of 6

Statutory Curricular Requirements
~~Comprehensive Health and Physical Education~~

18. Financial Literacy (N.J.S.A. 18A:35-4.34) requires instruction with basic financial literacy necessary for sound financial decision-making in each of the grades six through eight.
19. Sexual Abuse and Assault Awareness and Prevention Education (N.J.S.A. 18A:35-4.5a) requires age-appropriate sexual abuse and assault awareness and prevention education in grades preschool through twelve.
20. Curriculum to Include Instruction on Diversity and Inclusion (N.J.S.A. 18A:35-4.36a) requires instruction on diversity and inclusion in an appropriate place in the curriculum for students in grades Kindergarten through twelve.
21. Incorporation of Age-Appropriate Instruction Relative to Consent for Physical Contact and Sexual Activity (N.J.S.A. 18A:35-4.38) requires age-appropriate instruction in grades six through twelve on the law and meaning of consent for physical contact and sexual activity.
22. Health Curriculum to Include Instruction on Mental Health (N.J.S.A. 18A:35-4.39) requires health education programs to include instruction on mental health and the relation of physical and mental health for students in grades Kindergarten through twelve.



POLICY GUIDE

23. Information About “New Jersey Safe Haven Infant Protection Act” Included in Public School Curriculum (N.J.S.A. 18A:35-4.40) **requires** information on the provisions of the “New Jersey Safe Haven Infant Protection Act” shall be included in curriculum for public school students in grades nine through twelve.
24. Infusion of African American Accomplishments into School Curricula (N.J.S.A. 18A:35-4.43) requires in the curriculum for all elementary and secondary students instruction that infuses into all courses on the United States the centuries of accomplishments by African Americans in the building and development of America.

PROGRAM
2422/page 5 of 6
Statutory Curricular Requirements
~~Comprehensive Health and Physical Education~~

25. **Asian American, Pacific Islander History, Contributions; Instruction Included in Curriculum (N.J.S.A. 18A:35-4.44) requires instruction on the history and contributions of Asian Americans and Pacific Islanders in an appropriate place in the curriculum of students in grades Kindergarten through twelve as part of the district’s implementation of the NJSLs in Social Studies.**

- ~~2625. Any oOther sStatutory or aAdministrative cCodes requiring instruction to be part of the district’s implementation of the NJSLs. The Board will incorporate into its health and physical education curriculum any other requirements of the NJSLs in Comprehensive Health and Physical Education.~~

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

The Board ~~of Education~~ must provide two and one-half hours of health, safety, and physical education courses in each school week, or proportionately less when



POLICY GUIDE

holidays fall within the week. Recess period(s) shall not be used to meet the requirements of N.J.S.A. 18A:35-5, 7, and 8.

In accordance with N.J.S.A. 18A:35-4.31, the Board of Education shall provide a daily recess period of at least twenty minutes for students in grades Kindergarten through five. A recess period is not required on a school day in which the day is substantially shortened due to a delayed opening or early dismissal. The recess period shall be outdoors, if feasible. A student shall not be denied recess for any reason, except as a consequence of a violation of the school district's Code of Student Conduct, including a harassment, intimidation, or bullying (HIB) investigation pursuant to N.J.S.A. 18A:37-13 et seq. Students may not be denied recess more than twice per week for a violation of the Code of Student Conduct or HIB investigation and these students shall be provided restorative justice activities during the recess period.

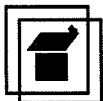
PROGRAM

2422/page 6 of 6

Statutory Curricular Requirements
~~Comprehensive Health and Physical Education~~

Restorative justice activities are defined as activities designed to improve the socioemotional and behavioral responses of students through the use of more appropriate and less punitive interventions thereby establishing a more supportive and inclusive school culture. The student's recess period should be scheduled in a manner that does not interfere with the implementation of a student's Individualized Education Program (IEP). School staff may deny recess for a student on the advice of a medical professional, school nurse, or the provisions of a student's IEP and/or 504 Plan.

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



POLICY GUIDE

Adopted:

