



**LIVINGSTON BOARD OF EDUCATION
WORKSHOP/VOTING MEETING AGENDA**

September 9, 2025

Executive Session - Administration Building - 6:45 p.m.

Public Session - Administration Building - 7:00 p.m.

I. OPEN SESSION

A. Call to Order – Seth Cohen, 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 2, 2025 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:

- student and legal matters and personnel

Action may be taken upon return to the public session. The full length of the meeting is anticipated to be approximately 15 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. Opening of School Report

F. Board Reports

G. Student Representative's Report

H. Public Comment

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. To protect the privacy of all students and staff, concerns regarding individual students and staff members should generally be addressed by first meeting with the appropriate administrative staff.

In order to permit the fair and orderly expression of such comment, the Board shall provide a period for public comment at every meeting of the Board.

Public participation shall be permitted only as indicated in accordance with Board Bylaw No. 0167.

Public participation shall be extended to residents of this district, persons having a legitimate interest in the actions of this Board, persons representing groups in the community or school district, representatives of firms eligible to bid on materials or services solicited by the Board, and employees and pupils of this district, except when the issue addressed by the participant is subject to remediation by an alternate method provided for in policies or contracts of the Board.

Public participation is not an opportunity to engage in a dialogue with the Board and 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, municipality of residence, and group affiliation, if appropriate;
2. A participant is limited to three (3) minutes' duration; elapsed time will be determined through the use of a timing device operated by the Board Secretary;
3. No participant may speak more than once and there shall be no yielding of time among speakers;
4. All statements shall be directed to the presiding officer; no participant may address or question Board members individually;
5. There shall be no cross dialogue between the participant and the Board and/or Administration;
6. Upon conclusion of a participant's remarks, the presiding officer will acknowledge the individual's remarks and may respond and/or direct a member of the Administration to respond to an inquiry following the participant's remarks or at the conclusion of the public participation session.

The presiding officer may:

- a. Interrupt, warn, or terminate a participant's statement when the statement is too lengthy, abusive, obscene, or irrelevant;
- b. Request any individual to leave the meeting when that person does not observe reasonable decorum;
- c. Request the assistance of law enforcement officers in the removal of a disorderly person when that person's conduct interferes with the orderly progress of the meeting;
- d. Call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action; and
- e. Waive these rules when necessary for the protection of privacy or the efficient administration of the Board's business.

N.J.S.A. 2C:33-8
N.J.S.A. 10:4-12

II. RECOMMENDATIONS FOR APPROVAL

1. PROGRAM/CURRICULUM

The Superintendent recommends the following:

1.1 Clinical Observations

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

1.2 Field Trips

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

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 2025-2026 for four (4) Livingston students 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 C**.

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 2025-2026 school year:

BILINGUAL CHILD STUDY TEAM EVALUATIONS

Learning Tree Multicultural Evaluation & Consulting, Inc. \$880.00/evaluation

CHILD STUDY TEAM SERVICES

J and B Therapy, LLC \$439.00/evaluation
\$99.50/hour

OCCUPATIONAL THERAPIST

Creative Speech Solutions \$400.00/evaluation

SPEECH THERAPIST

Creative Speech Solutions \$400.00/evaluation

ROLL CALL VOTE

3. BUSINESS

The Superintendent recommends the following:

3.1 Settlement Agreement

Resolved, that the Livingston Board of Education approves the Settlement Agreement for Case #05-2025 which is on file at the Board of Education office.

3.2 Bylaws, Policies & Regulations

Resolved, that the Livingston Board of Education approves the following bylaws, policies and regulations for first reading:

Bylaw #0173 - Duties of Public School Accountant (with revisions)

Bylaw #0174 - Legal Services (M) (with revisions)

Bylaw #0177 - Professional Services (M) (with revision)

Policy #1620 - Administrative Employment Contracts (M) (with revisions)

Policy #1636.01 - Notification of Promotion, New Job, and Transfer Opportunities (new to district)

Policy #2422 - Statutory Curricular Requirements (M) (revised)

Policy #5111 - Eligibility of Resident/Non-Resident Students (M) (with revisions)

Policy #5339.01 - Student Sun Protection (M) (new to district)

Policy #6111 - Special Education Medicaid Initiative (SEMI) Program (M) (with revisions)

Regulation #6111 - Special Education Medicaid Initiative (SEMI) Program (M) (with revisions)
 Policy #6220 - Budget Preparation (M) (with revisions)
 Regulation #6220 - Budget Preparation (with revisions)

Resolved, that the Livingston Board of Education, upon the recommendation of Strauss Esmay Associates, LLP, abolishes the following policies:

Policy #2415.01 - Academic Standards, Academic Assessments and Accountability (M)
 Policy #2415.03 - Highly Qualified Teachers (M)

ROLL CALL VOTE

4. PERSONNEL

The Superintendent recommends the following:

4.1 Resignations, Recissions & Retirements

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

Name	Position	Reason	Location	Last Day of Employment
<i>Eileen Seltzer</i>	Playground Aide	Retirement	RHE	June 30, 2025
<i>Emily Verniero</i>	Instructional Aide	Resignation	MPE	June 30, 2025
<i>Nubia Amparo Garnica Bello</i>	Bus Driver	Resignation	Transportation	June 30, 2025
<i>Necole Gambino</i>	ABA Discrete Trial TA	Resignation	Hillside	NA
<i>Aviva Bertaccini</i>	Instructional Aide	Resignation	Collins	June 30, 2025
<i>Nicholas Doblovosky</i>	Instructional Aide	Resignation	LHS	June 30, 2025
<i>Gianna Napolitano</i>	Instructional Aide	Resignation	BHE	NA
<i>Karen Marucci</i>	Instructional Aide	Resignation	LHS	October 3, 2025
<i>Max Greenberg</i>	Instructional Aide	Resignation	Hillside	August 29, 2025
<i>Carly Foy</i>	Playground Aide	Resignation	Hillside	June 30, 2025
<i>Priya Krishnamurthy</i>	Playground Aide	Resignation	Hillside	June 30, 2025
<i>Tanya Lazzarini</i>	LPN	Resignation	BHE	September 19, 2025

**as amended from a previous agenda*

Resolved, that the Livingston Board of Education rescinds the appointment of Employee #8152 to position 0222-060-ADMIN-003 for failure to obtain the proper certification to hold said position.

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
Melanie Bonanne*	Collins	Elementary School Teacher	8/25/2025-9/4/2025 & 9/5/2025-10/20/2025**	10/21/2025-12/1/2025**	12/2/2025-6/30/2026	9/1/2026
James Merlo	HMS	Teacher of Health & PE	9/12/2025-9/26/2025**	NA	NA	9/29/2025
Marjorie Duffy	LHS	School Counselor	12/1/2025-1/30/2026 & 2/2/2026-2/9/2026**	2/10/2026-5/8/2026**	NA	5/11/2026
Jonathan Lee	LHS	Teacher of Business Education	3/17/2026	3/18/2026-6/30/2026**	NA	8/26/2026

*as amended from a previous agenda

**Designates time counted toward NJFLA/FMLA

4.3 Transfers

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

4.4 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
Courtney Ferraro	MPMS	Acting Assistant Principal	One Year Acting Position	NA	LAA MPM AP	5	\$120,399, plus \$2,840 longevity (pro-rated)	8/25/2025
Rosemary Nakashian	BHE	Speech Language Specialist	First Year Tenure Track	reallocation of KV SSW position for case management	MA	14	\$94,900 (prorated)	11/11/2025 or earlier if released
Stephen Reyes	HMS	Teacher of Spanish	First Year Tenure Track	I. Vila (transfer)	MA	13	\$91,000	8/25/2025
Abigail Gross*	LHS	Teacher of Art	First Year Tenure Track	J. Ostroff	BA	4	\$59,568	8/25/2025

Laura Seaver*	MPE/RHE	TOSD	First Year Tenure Track	I. Gardner/ M. Golden	BA	15	\$90,800 (prorated)	9/19/2025
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*as amended from a previous agenda

Resolved, that the Livingston Board of Education approves the appointment of the ABA Discrete Trial TAs and Instructional Aides as listed on **Attachment E**.

4.5 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 2025-2026 school year:

Teachers

Aviva Bertaccini

Zoe LaSalandra

Rebecca Campbell

Custodial

Eucal Walker (\$18.50/hr)

Resolved, the Livingston Board of Education approves the individuals listed on **Attachment F** 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 approve 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
Jodi Shalom	MPE	TOSD	Long Term Sub	L. Seaver	\$133/day	8/26/2025-9/22/2025
Jodi Shalom	Hillside	Intervention/Enrichment Specialist	Long Term Sub	A. King	\$351/day	9/25/2025-12/15/2025

4.6 Extra Period Assignments

Resolved, that the Livingston Board of Education approves the extra period assignments as listed on **Attachment G**.

4.7 Contract Adjustments

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

4.8 Stipends

Resolved, that the Livingston Board of Education approves the individuals on **Attachment I** for athletic stipends at Livingston High School for the 2025-2026 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 J** for co-curricular stipends at Livingston High School for the 2025-2026 school year in accordance with the contract between the LBOE and the LEA.

Resolved, that the Livingston Board of Education rescinds the appointment of *Tom Garzon* to the Mock Trial Advisor co-curricular stipend.

Resolved, that the Livingston Board of Education approves the individuals on **Attachment K** for co-curricular stipends at Heritage Middle School for the 2025-2026 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 L** for District stipends for the 2025-2026 school year in accordance with the contract between the LBOE and the LEA.

Resolved, that the Livingston Board of Education approves the individuals listed on **Attachment M** to be paid for the stipends as listed in the 2023-2028 LAA contract.

Resolved, that the Livingston Board of Education approves *Steven Milano* as a Volunteer in the Television Production class at Livingston High School for the 2025-2026 school year.

4.9 Lateral Moves

Resolved, that the Livingston Board of Education approves the lateral moves as listed on **Attachment N**.

4.10 Job Descriptions

Resolved, that the Livingston Board of Education approves the following job descriptions:

Registrar (to replace the Registrar/Facilities Coordinator job description)
Supervisor of Special Education (7-12) (with revisions)

ROLL CALL VOTE

I. Old Business

J. 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 September 9, 2025 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 matters.
 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.

Name	School	Type of Placement	In-District Location	Assigned Staff	Date
Kim Hillman	Bay Path University	Observation/Clinical	Hillside	Laura Fabrizio/Jackie George	August 25, 2025-June 30, 2026

FIELD TRIPS

SCHOOL	GRADE/COURSE	MONTH	DESTINATION
Secondary	Social Studies	September	New Jersey Performing Arts Center
Secondary	Band	May	Dorney Park
Secondary	Grade 7	May	Pax Amicus Theater
Secondary	Grade 8	June	Six Flags

<u>School</u>	<u>Program Type</u>	<u>Type</u>	<u>School Year 2025-2026</u>			<u>Extraordinary Services</u>			<u>Extended School Year</u>			<u>Total School</u>
			<u># of Stud</u>	<u>Tuition 2025-2026</u>	<u>Total Tuition</u>	<u># of Stud</u>	<u>Aide(s)</u>	<u># of Stud</u>	<u>ESY Tuition</u>	<u>Total ESY Tuition</u>		
Collier School	Emotional Regulation Impairment	N	1	\$ 68,940.00	\$ 68,940.00							\$ 68,940.00
Deron School	Autism	N	1	\$ 79,930.80	\$ 79,930.80	1	\$43,200.00	\$ 43,200.00				\$ 123,130.80
Newmark School	Emotional Regulation Impairment	N	1	\$ 66,133.80	\$ 66,133.80							\$ 66,133.80
Morris County Vocational School District	VoTech	N	1	\$ 7,030.00	\$ 7,030.00							\$ 7,030.00
Total			4		\$ 222,034.60	1		\$ 43,200.00				\$ 265,234.60

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.

2025-26 PERSONNEL TRANSFERS

Name	Transferring From	Location	Transferring To	Location	Replacing	Effective Date(s)
<i>Donna Feldman*</i>	Elementary School Teacher	CES**	Elementary School Teacher	BHE	C. Ferraro	8/25/2025

**amended from previous agenda*

***as appointed on the 5/13/2025 agenda*

2025-26 POSITION TRANSFERS*

PTR #	Current Location	TT/LOA	New Location	PTR# to be created/restored	Effective Date(s)
1004-080-ELEM-017-LR	Collins	LOA	LHS	2231-050-SCI712-012 (legacy 1004-080-ELEM-017)	8/25/2025- 6/30/2026

**amended from previous agenda*

Location	Name	Position	Guide	Step	Total Salary	Start Date
TRANSFERS						
HMS	Bonvini, Luca	ABA Discrete Trial TA	TA	2	\$35,817	8/25/2025
APPOINTMENTS						
BHE	Bonafe de Moraes, Andrea	PRIDE TA	TA	1	\$34,812	8/27/2025
BHE	Ivanova, Iveta	ABA Discrete Trial TA	TA	1	\$34,812 (prorated)	9/8/2025
BHE	Murphy, Alison	Campus Aide	Campus Aide	1	\$27,961 (prorated)	9/8/2025
BHE	Vieira, Samantha	ABA Discrete Trial TA	TA	1	\$34,812	9/2/2025
COL	Addison, Ashley	Instructional Aide	I&KA	6	\$32,048	8/25/2025
HIL	Greenberg, Max	Teacher Assistant - ERI Program	TA	1	\$34,812	8/25/2025
HIL	Hillman, Kim	Teacher Assistant - ERI Program	TA	1	\$34,812	8/25/2025
HIL	Vieira, Michael	Instructional Aide	I&KA	1	\$27,991	8/25/2025
RHE	Hua, Sally	Instructional Aide	I&KA	1	\$27,991	8/25/2025
MPMS	Rutan, Elizabeth	Instructional Aide	I&KA	1	\$27,991	9/2/2025
MPMS	Sibanda, Cora	Instructional Aide	I&KA	1	\$27,991	8/25/2025
LHS	Karnessis, Sofia*	Life Skills TA	TA	1	\$34,812	9/2/2025

*amended from previous agenda

Location	Last Name	First Name	Position
COL	Chhadwa	Khyati	Instructional Aide
COL	Davis	Cathy	Instructional Aide
COL	DeFuria	Cindy	Instructional Aide
COL	Dente	Maureen	Instructional Aide
COL	Fern	Laurie	Instructional Aide
COL	Griffin	Nicole	Instructional Aide
COL	Kahl	Lisa	Instructional Aide
COL	Kravetz	Pamela	Instructional Aide
COL	Pasquarosa	Marlena	Instructional Aide
COL	Romero	Yadira	Instructional Aide
COL	Wilder	Ellen	Instructional Aide
HIL	Akyureklier	Tulay	Instructional Aide
HIL	Casale	Barbara Ann	Instructional Aide
HIL	Davner	Maxine	Instructional Aide
HIL	Gregory-Egypt*	Sharron	Instructional Aide
HIL	Hillman	Kimberly	Teacher Assistant ERI
HIL	Kane	Shari	Instructional Aide
HIL	Schoenbach	Michelle	Instructional Aide
HIL	Stefanelli*	Lisa	Instructional Aide
HIL	Zeledon Marin	Christen	Instructional Aide
MPE	Almgren	Laura	Instructional Aide
MPE	Atkins*	Margaret	Instructional Aide
MPE	Basarab*	Susan	Instructional Aide
MPE	Cavalié	Monica	Instructional Aide
MPE	Dagistino	Amy	Instructional Aide
MPE	Fabrizio*	MaryEllen	Instructional Aide
MPE	Katyal	Sonika	Instructional Aide
MPE	Mehta*	Sejal	Instructional Aide
MPE	Shirazi-Whang	Mahnaz	Instructional Aide
MPE	Zolna	Nancy	Instructional Aide

LHS	Getz	Patrick	Job Coach
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**required to renew substitute certificate during the 25-26 SY*

Name	Position	Location	# Classes	Effective Date
Christopher Conroy	Teacher of Tech Ed	LHS	0.2	9/1/2025 - 6/30/2026
Brooke Newman	TOSD	HMS	0.2	9/18/2025 - 3/19/2026
Deanna Iacullo	TOSD	HMS	0.2	9/18/2025 - 3/19/2026
Katie Fierro	TOSD	HMS	0.2	9/18/2025 - 3/19/2026
Kate Schwindel	TOSD	HMS	0.4	9/1/2025 - 6/30/2025
Lenore Gallo	TOSD	HMS	0.2	9/1/2025 - 6/30/2025
Megaró, Brian	Teacher of Tech Ed	LHS	0.1	9/1/2025 - 6/30/2026
Priti Peklo*	Teacher of Math	LHS	0.2	9/1/2025 - 9/18/2025
Amy Meyer	TOSD	LHS	0.2	9/1/2025 - 11/5/2025
Nicola Poposki	TOSD	LHS	0.2	9/1/2025 - 11/5/2025
Nicola Poposki*	TOSD	LHS	0.2	9/1/2025 - 11/19/2025
Mary Smith	TOSD	LHS	0.2	9/2/2025 - 9/26/2025
Amy Meyer	TOSD	LHS	0.2	9/2/2025 - 9/26/2025
Margaret Lafferty	TOSD	LHS	0.2	9/2/2025 - 9/26/2025
Tanis Chavanne	TOSD	LHS	0.2	9/2/2025 - 9/26/2025
Emily Mann	TOSD	LHS	0.2	9/2/2025 - 9/26/2025
Asimou, Eugene*	Teacher of PE/Health	LHS	0.2	9/1/2025-11/5/2025
Brian Carey	Supervisor	LHS	0.25	1/9/2026 - 1/23/2026

*amended from previous agenda

Last Name	First Name	Position	Guide	Step	Base Salary	ACE	Longevity	Total Salary	FTE	Effective Date
Baach	Katherine	Nurse	MA	12	\$87,100.00	\$871.00	\$0.00	\$87,971.00	1.00	9/1/2025
Balasic	Lori	School Counselor	MA+32	17	\$116,608.00	\$4,081.25	\$0.00	\$120,689.25	1.00	9/1/2025
Bauer	Natalie	School Psych (LINKS)	D	17	\$119,718.00	\$2,280.88	\$0.00	\$121,998.88	1.00	9/1/2025
Berger	Devon	School Counselor	MA+16	7	\$73,568.00	\$3,678.40	\$0.00	\$77,246.40	1.00	9/1/2025
Berryann	Adam	School Counselor	MA+32	13	\$98,950.00	\$4,947.50	\$0.00	\$103,897.50	1.00	9/1/2025
Buonomo	Michael	School Counselor	MA	9	\$75,568.00	\$3,778.40	\$0.00	\$79,346.40	1.00	9/1/2025
Campbell	Kimberly	School Counselor	MA+32	14	\$103,200.00	\$3,700.90	\$2,540.00	\$109,440.90	1.00	9/1/2025
Cannone	Theresa	School Counselor	MA+32	8	\$78,518.00	\$3,925.90	\$0.00	\$82,443.90	1.00	9/1/2025
Clayton	Amanda	School Psych	MA+32	7	\$76,018.00	\$3,040.72	\$0.00	\$79,058.72	1.00	9/1/2025
Coppleston	Sari	School Social Worker	MA	14	\$94,900.00	\$4,745.00	\$0.00	\$99,645.00	1.00	9/1/2025
D'Addozio	David	Tech Coach	MA+32	17	\$116,608.00	\$1,213.48	\$4,740.00	\$122,561.48	1.00	9/1/2025
Daly	Pietrina	Nurse	BA	11	\$75,200.00	\$376.00	\$0.00	\$75,576.00	1.00	9/1/2025
DeFeo	Vincenza	25-Hr Bus Driver	25-Hr BD	6	\$28,414	\$0	\$0	\$28,414	1.00	9/5/2025
DeGraw	Danielle	Tech Coach	D	12	\$97,600.00	\$976.00	\$0.00	\$98,576.00	1.00	9/1/2025
Desamours	Therese	School Counselor	MA+32	15	\$107,100.00	\$5,355.00	\$0.00	\$112,455.00	1.00	9/1/2025
Distasio	Michelle	Admin Secy	AS-10	8	\$54,932.00	\$2,266.32	\$0.00	\$57,198.32	1.00	9/1/2025
DiStefano	Nicole	School Psych	MA+32	8	\$78,518.00	\$1,766.66	\$0.00	\$80,284.66	1.00	9/1/2025
Duffy	Marjorie	School Counselor	MA+32	16	\$111,000.00	\$5,550.00	\$0.00	\$116,550.00	1.00	9/1/2025
Fernandez	Patricia	First Secretary	FS-10	11	\$60,725.00	\$1,137.65	\$2,540.00	\$64,402.65	1.00	9/1/2025
Ficacci	Jenna	School Psych (LINKS)	D	17	\$119,718.00	\$598.59	\$0.00	\$120,316.59	1.00	9/1/2025
Fishter	Ellen	Tech Coach	MA	16	\$102,700.00	\$1,027.00	\$0.00	\$103,727.00	1.00	9/1/2025
Francisco	Frankwill	Custodian	Custodial	4	\$46,564.00	\$0.00	\$0.00	\$46,564.00	1.00	9/1/2025
Franco	Meredith	School Social Worker	MA	7	\$69,568.00	\$3,478.40	\$0.00	\$73,046.40	1.00	9/1/2025
Frattaroli	Nicole	School Counselor	MA	13	\$91,000.00	\$4,550.00	\$0.00	\$95,550.00	1.00	9/1/2025
Garamella	Lisa	Nurse	MA+16	12	\$91,900.00	\$919.00	\$0.00	\$92,819.00	1.00	9/1/2025
Giordano	Kathleen	Nurse	BA+16	16	\$96,700.00	\$967.00	\$0.00	\$97,667.00	1.00	9/1/2025
Goldberg	Dena	School Nurse	BA+16	16	\$96,700.00	\$967.00	\$0.00	\$97,667.00	1.00	9/1/2025
Guardabasco	Nicholas	School Counselor	MA+32	17	\$116,608.00	\$4,210.43	\$3,690.00	\$124,508.43	1.00	9/1/2025
Gueva	Irina	Nurse	NCSN	10	\$76,677.00	\$766.78	\$0.00	\$77,443.78	1.00	9/1/2025
Halloran	Samantha	LDT-C	MA+32	12	\$94,600.00	\$4,730.00	\$0.00	\$99,330.00	1.00	9/1/2025
Iannuzzi-Curcio	Danielle	School Counselor	MA+32	17	\$116,608.00	\$4,170.18	\$2,540.00	\$123,318.18	1.00	9/1/2025
Ioviero	Gina	First Secretary	FS	OG	\$70,482.00	\$730.22	\$2,540.00	\$73,752.22	1.00	9/1/2025
Jadbabaei	Sabah	School Psych	MA+32	15	\$107,100.00	\$5,355.00	\$0.00	\$112,455.00	1.00	9/1/2025
Joseph	Sarah	School Counselor	MA	16	\$102,700.00	\$5,135.00	\$0.00	\$107,835.00	1.00	9/1/2025
Knapp	Kristy	School Social Worker	MA	16	\$102,700.00	\$1,027.00	\$0.00	\$103,727.00	1.00	9/1/2025
LeBlanc	Lisa	Tech Coach	MA+32	16	\$111,000.00	\$567.70	\$2,540.00	\$114,107.70	1.00	9/1/2025
Leechow	Filona	Admin Secy	AS-10	6	\$51,937.00	\$1,579.87	\$0.00	\$53,516.87	1.00	9/1/2025
Lernihan	Jennifer	School Psych	D	17	\$119,718.00	\$1,234.08	\$3,690.00	\$124,642.08	1.00	9/1/2025
Marzano	Danielle	School Counselor	MA	4	\$67,568.00	\$2,364.88	\$0.00	\$69,932.88	1.00	9/1/2025
Maxwell	Danielle	School Counselor	MA	4	\$67,568.00	\$2,364.88	\$0.00	\$69,932.88	1.00	9/1/2025
Meehan	Nancy	Admin Secy	AS-10	OG	\$68,632.00	\$1,216.72	\$2,540.00	\$72,388.72	1.00	9/1/2025
Messer	Ashley	Nurse	MA	14	\$94,900.00	\$949.00	\$0.00	\$95,849.00	1.00	9/1/2025

O'Neill	Emily	LDT-C	MA+32	17	\$116,608.00	\$5,830.40	\$0.00	\$122,438.40	1.00	9/1/2025
Otterbein	Kathryn	School Psych	MA+32	OG	\$98,440.00	\$4,922.00	\$0.00	\$103,362.00	1.00	9/1/2025
Paoella	Deborah	First Secretary	FS-10	OG	\$70,482.00	\$741.72	\$3,690.00	\$74,913.72	1.00	9/1/2025
Perez	C. Lori	Tech Coach	MA+32	17	\$116,608.00	\$1,804.47	\$3,690.00	\$122,102.47	1.00	9/1/2025
Peters	Michelle	Admin Secy	AS-10	11	\$58,814.00	\$2,305.14	\$0.00	\$61,119.14	1.00	9/1/2025
Petryna	Nancy	School Psych (LINKS)	D	17	\$119,718.00	\$3,393.72	\$3,690.00	\$126,801.72	1.00	9/1/2025
Predestin	Alan	Bus Driver	BUS35	9	\$41,014.00	\$0.00	\$0.00	\$41,014.00	1.00	9/1/2025
Quackenbush	Daniel	Teacher of Business Ed	MA+32	17	\$116,608.00	\$2,915.20	\$0.00	\$119,523.20	1.00	9/1/2025
Reese	Kyayani	School Social Worker	MA	10	\$79,368.00	\$3,968.40	\$0.00	\$83,336.40	1.00	9/1/2025
Renga	Tina	School Counselor	MA	16	\$102,700.00	\$5,262.00	\$2,540.00	\$110,502.00	1.00	9/1/2025
Rosenblum	Stephanie	School Psych	D	16	\$114,000.00	\$5,700.00	\$0.00	\$119,700.00	1.00	9/1/2025
Rothman	Nicole	College Counselor	MA+32	9	\$82,018.00	\$4,100.90	\$0.00	\$86,118.90	1.00	9/1/2025
Ruesch	Heather	Nurse	BA+16	13	\$85,000.00	\$850.00	\$0.00	\$85,850.00	1.00	9/1/2025
Saladino	Eileen	LDT-C	MA+32	17	\$116,608.00	\$6,014.90	\$3,690.00	\$126,312.90	1.00	9/1/2025
Safin	Barrie	School Social Worker	MA	16	\$102,700.00	\$1,595.85	\$3,690.00	\$107,985.85	1.00	9/1/2025
Schroeder	Jennifer	Admin Secy	AS-10	6	\$51,937.00	\$2,261.78	\$2,540.00	\$56,738.78	1.00	9/1/2025
Seidman	Mallory	School Psych	D	13	\$101,950.00	\$2,548.75	\$0.00	\$104,498.75	1.00	9/1/2025
Sessa	Sabina	LDT-C	MA	15	\$98,800.00	\$494.00	\$0.00	\$99,294.00	1.00	9/1/2025
Silva	Pearl	LDT-C	MA+32	17	\$116,608.00	\$5,957.40	\$2,540.00	\$125,105.40	1.00	9/1/2025
Soutar	Nicole	Admin Secy	AS-10	8	\$54,932.00	\$2,013.82	\$0.00	\$56,945.82	1.00	9/1/2025
Svetvilas	Loren	LDT-C	MA+32	17	\$116,608.00	\$3,608.94	\$3,690.00	\$123,906.94	1.00	9/1/2025
Ulyse	Gadi	School Psych	MA+32	12	\$94,600.00	\$4,730.00	\$0.00	\$99,330.00	1.00	9/1/2025
Wasser	Amy	School Counselor	MA+32	17	\$116,608.00	\$5,830.04	\$0.00	\$122,438.04	1.00	9/1/2025
Writt	Gail	First Secretary	FS-10	OG	\$70,482.00	\$2,206.20	\$3,690.00	\$76,378.20	1.00	9/1/2025

2025-26 LHS ATHLETIC STIPENDS		
Position	2025-2026 Amount	Recommended
Football Assistant Coach (.5)	\$4,882.50	Ron Barbella (OD)

2025-26			
LIVINGSTON HIGH SCHOOL CO-CURRICULAR STIPENDS			
<u>Position</u>	<u># of Positions</u>	<u>2025-2026</u>	<u>Recommended</u>
Envirothon	1	\$1,305.00	Deborah Baumgartner
Mu Alpha Theta Mathematics Honor Society*	1	\$652.50 \$652.50	Patrick Catalano Sarah Jang
Math Team Advisor*	1	\$978.50 \$978.50	Patrick Catalano Jeffrey Lapidus
National Science Honor Society	1	\$978.50 \$978.50	Michelle Augliera Julianne Caccavale
Forensics & Debate Team	2	\$3,913.00	Alec DiNapoli
* Computer Lab Extended Hours (Art, Business, Math, Tech & Photoshop) - 2 hours per week, 34 weeks		\$40.85 per hour	Business & Tech: Shawn Rembecky
Detention AM/PM		\$27.43/hr	Jessica Rettagliata
Saturday Detention		\$45.79/hr	Ken MacIver

**amended from previous agenda*

2025-26			
HMS COCURRICULAR STIPENDS			
Position	# of Positions	2025-2026	Recommended
OSE Science Materials Manager	2 position	<i>\$54.23/hr up to thirty (30) hours each</i>	Breanna Willard Jessica Cumbo
Science Olympiad	1	\$978.50 \$978.50	Jennifer Fredericks Joseph Velardi

**2025-2026
DISTRICT STIPENDS**

Position	# of positions	2025-2026	Recommended
Media	1	\$5,237	Jessica Sental
Home Economics	1	\$815	Melissa DeAngelus
		\$815	Natalie Bray
		\$815	Dani Morales
		\$815	Susan Stevenson
Coordinator of ESL	1	\$5,237	Kristina Dugan
TA Coordinator	1	\$788	Lisa Bonvini

LAA Stipends 2025-2026

Security Stipend	Shawn Kelly - Principal (HMS) \$4,000
Mentoring Stipend	Carlos Gramata - Principal (HIL) \$2,000
	Bronawyn O'Leary - Principal (MPM) \$2,000

Lateral Moves

Last Name	First Name	Position	School	2025-2026						2025-2026						Effective Date
				Scale	Step	Base Salary	Longevity	Other	Total Salary	Scale	Step	Base Salary	Longevity	Other	Total Salary	
Aaron	Samantha	Teacher of Science	LHS	MA+16	8	\$76,068	\$0	\$0	\$76,068	MA+32	8	\$78,518	\$0	\$0	\$78,518	9/1/25
Ammar	Nabila	Elementary School Teacher	Harrison	MA	9	\$75,568	\$0	\$0	\$75,568	MA+16	9	\$79,568	\$0	\$0	\$79,568	9/1/25
Clark	Meghan	Elementary School Teacher	BHE	BA	9	\$67,568	\$0	\$0	\$67,568	BA+16	9	\$69,568	\$0	\$0	\$69,568	9/1/25
Cohen	Ali	Elementary School Teacher	RHE	BA+16	7	\$63,568	\$0	\$0	\$63,568	MA	7	\$69,568	\$0	\$0	\$69,568	9/1/25
Destefano	Emily	SAC	HMS	MA+16	8	\$76,068	\$0	\$0	\$76,068	MA+32	8	\$78,518	\$0	\$0	\$78,518	9/1/25
Feeney	Kelly	Reading Interventionist	Collins	MA+16	13	\$95,000	\$0	\$0	\$95,000	MA+32	13	\$98,950	\$0	\$0	\$98,950	9/1/25
Femia	Jacqueline	Teacher of Health & PE	BHE	BA+16	11	\$77,200	\$0	\$0	\$77,200	MA	11	\$83,200	\$0	\$0	\$83,200	9/1/25
Fischer	Anthony	Teacher of English	LHS	MA+16	9	\$79,568	\$0	\$0	\$79,568	MA+32	9	\$82,018	\$0	\$0	\$82,018	9/1/25
Gerst	Michael	Teacher of Social Studies	HMS	BA+16	7	\$63,568	\$0	\$0	\$63,568	MA	7	\$69,568	\$0	\$0	\$69,568	9/1/25
Gioloso	Victoria	Teacher of Art	LHS	MA+16	16	\$106,700	\$3,690	\$0	\$110,390	MA+32	17	\$116,608	\$3,690	\$0	\$120,298	9/1/25
Granito	Mark	Teacher of Social Studies	LHS	MA	15	\$98,800	\$0	\$0	\$98,800	2MA	15	\$107,100	\$0	\$0	\$107,100	9/1/25
Guzman	Nicole	Teacher of Science	LHS	MA	6	\$68,568	\$0	\$0	\$68,568	MA+16	6	\$72,568	\$0	\$0	\$72,568	9/1/25
Hoyle	Jason	Teacher of Social Studies	LHS	BA	16	\$94,700	\$0	\$0	\$94,700	MA	16	\$102,700	\$0	\$0	\$102,700	9/1/25
Korfin	Brooke	Kindergarten Teacher	RHE	MA	4	\$67,568	\$0	\$0	\$67,568	MA+16	4	\$71,568	\$0	\$0	\$71,568	9/1/25
Lafferty	Margaret	TOSD	LHS	MA	7	\$69,568	\$0	\$0	\$69,568	MA+32	7	\$76,018	\$0	\$0	\$76,018	9/1/25
Morales	Danielle	Teacher of FCS	HMS	MA	16	\$102,700	\$3,690	\$0	\$106,390	MA+16	16	\$106,700	\$3,690	\$0	\$110,390	9/1/25
Nann	Patrick	Teacher of Health & PE	HMS	MA	12	\$87,100	\$0	\$0	\$87,100	MA+32	12	\$94,600	\$0	\$0	\$94,600	9/1/25
O'Brien	Sarah	Teacher of ESL	BHE	MA+16	12	\$91,000	\$0	\$0	\$91,000	MA+32	12	\$94,600	\$0	\$0	\$94,600	9/1/25
Riggi	Krystina	Elementary School Teacher	BHE	MA	8	\$72,068	\$0	\$0	\$72,068	MA+16	8	\$76,068	\$0	\$0	\$76,068	9/1/25
Rizvi	Zara	Teacher of Science	LHS	MA	5	\$68,568	\$0	\$0	\$68,568	2MA	5	\$75,018	\$0	\$0	\$75,018	9/1/25
Skerker	Rachel	Teacher of English	LHS	BA+16	7	\$63,568	\$0	\$0	\$63,568	MA	7	\$69,568	\$0	\$0	\$69,568	9/1/25
Vernotica	Jennifer	Elementary School Teacher	Collins	MA+16	11	\$87,200	\$0	\$0	\$87,200	MA+32	11	\$90,250	\$0	\$0	\$90,250	9/1/25
Viverito	Katelyn	Intervention/Enrichment Spec.	Collins	MA+16	12	\$91,100	\$0	\$0	\$91,100	MA+32	12	\$94,600	\$0	\$0	\$94,600	9/1/25
Willard	Breanna	Teacher of Science	HMS	MA	10	\$79,368	\$0	\$0	\$79,368	MA+16	10	\$83,368	\$0	\$0	\$83,368	9/1/25

*as amended from a previous agenda

LIVINGSTON SCHOOL DISTRICT
Livingston, New Jersey 07039

Registrar

QUALIFICATIONS:

1. Bachelor's Degree preferred.
2. Ability to effectively provide service to stakeholders.
3. Ability to effectively prioritize work, organize and evaluate data, and provide reports.
4. Proficient on all Microsoft Office Applications and Google platforms.
5. Working knowledge of Student Information Systems.
6. Ability to work a flexible schedule to accommodate the duties and responsibilities of the position.
7. Ability to develop and maintain cordial and supportive relationships with members of administration, staff, students, parents, and community members.
8. Willingness and ability to improve skills necessary for the efficient and effective operation of the office to which assigned.
9. Such alternatives to the above qualifications as the Board may find appropriate.

REPORTS TO: School Business Administrator

JOB GOALS: Facilitate smooth operation of the district's registration processes and assist in inputting new student data into the district's student information system.

JOB RESPONSIBILITIES:

1. Perform all aspects of new student registration, collection, verification, and follow-up of all paperwork and entry into the computer system (Preschool through Grade 12).
2. Communicate the registration process and appropriate district policies and procedures to all new students/families and continue to adapt this process to meet the needs of an ever-changing and diverse community.
3. Create and provide support to all families regarding the Student Information Parent Portal.
4. Ensure accurate and complete input of student and family data into the student information system with revised data as needed.
5. Responsible for obtaining updated rental information to ensure residency compliance.
6. Work closely with appropriate district staff when needed to verify residency compliance.
7. Address incoming inquiries and concerns regarding registration. When necessary, direct to appropriate individuals within the district for resolution. Responsible for following all items through to closure.
8. Work with the administration on school assignments and communicate information to the appropriate school and district staff.

9. Prepare and maintain an ongoing census of all incoming students, as well as current student enrollment listings by grade and school, and perform analysis as requested.
10. Assist administrative staff in the preparation of reports, enrollment data, and other materials as requested.
11. Process student summer elementary withdrawals from the district.
12. Work closely with the Manager of Communications to prepare and update registration information for placement on the district's website.
13. Recommend improvements to processes and forms to further enhance the registration.
14. Support front desk personnel by answering incoming calls, visitors, and deliveries.
15. Perform other duties and responsibilities incidental to the office or as assigned.

TERMS OF EMPLOYMENT:

This is a non-affiliated, twelve-month position with compensation to be negotiated with the Superintendent and approved by the Board.

EVALUATION:

The performance of this position will be evaluated annually by the Business Administrator in accordance with the provisions of the Board's policy on evaluation of professional personnel.

Approved: September 9, 2025

LIVINGSTON SCHOOL DISTRICT
Livingston, New Jersey 07039

SUPERVISOR OF SPECIAL EDUCATION -STUDENT SERVICES (Pre-K7- 12)

QUALIFICATIONS:

1. Possess certification as a Teacher of the Handicapped, Teacher of Students with Disabilities or one of the Educational Services endorsements (i.e. Learning Disability Teacher Consultant or School Psychologist), as well as Supervisory certification.
 2. Masters degree in Special Education or a related field
 3. In-depth knowledge of N.J.A.C. 6A:14, Special Education and IEP systems/software.
 4. Demonstrated ability to deliver high-quality professional development aligned with district goals
 5. A minimum of five (5) years of successful teaching/special education experience, preferably in more than one level.
 6. Proven leadership, accomplishment and initiative as a teacher, coach, Child Study Team member or supervisor.
 7. Demonstrated understanding and implementation of various forms of student assessments.
 8. Ability to effectively communicate and work well with students, staff, administrators, parents and community members.
1. ~~Possess certification as a Teacher of the Handicapped, Teacher of Students with Disabilities or one of the Educational Services endorsements, as well as Supervisory certification.~~
 2. ~~MA in educational field, special education field preferred.~~
 3. ~~A minimum of five (5) years of successful teaching/special education experience, preferably at more than one level.~~
 4. ~~Proven leadership, accomplishment and initiative as a teacher, coach or supervisor.~~
 5. ~~Knowledge of State and National Content Area Standards including grade level benchmarks for cumulative progress indicators and related district and state assessments.~~
 6. ~~Knowledge of NJ State Code and Regulations pertaining to Special Education.~~
 7. ~~Knowledge of best practices and current developments in educational theory and practice.~~
 8. ~~Demonstrated understanding and implementation of various forms of student assessments.~~
 9. ~~Knowledge of learning and behavioral characteristics of students and how these characteristics may impact student learning in content areas.~~
 10. ~~Ability to design and implement professional learning activities in both content area and pedagogy.~~
 11. ~~Ability to understand methodologies for integration of technology to meet the needs of students with special needs/disabilities.~~
 12. ~~Ability to effectively communicate and work well with students, staff, parents and community members.~~
 13. ~~Ability to design, write and implement curriculum that reflects the Pre-K-12 scope in designated content area with respect to concepts, knowledge and skills in terms of current research.~~
 14. ~~Demonstrated understanding of the needs of special education students and the~~

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Pre-K-12 supervisor's role in developing a parallel program including appropriate modifications in designated content area.

15. Ability to assess curriculum to determine whether the current practice is addressing the students' educational needs in designated content area with respect to the demands of the 21st century.
16. Ability to provide a framework for how a child's educational journey in a specific content area from grades Pre-K-12 interconnects with other content areas and with the overall social and emotional development of the child.

REPORTS TO: Assistant Superintendent of Special Education and Student Personnel Services.

JOB GOALS: - Establish, set forth, and maintain a vision of a standards-based instructional program for designated content areas, grades 7 - 12, for all learners. Create and utilize a variety of assessment instruments to drive the instructional and professional development programs for designated content areas.

Develop and implement interventions, extensions and enrichment, beyond the core instructional program, to increase student achievement for all students. Coordinate, direct or participate in programs which support, clarify or explain educational objectives to the community.

This position will also be responsible for all other duties as assigned by the Assistant Superintendent for Student Services.

~~Establish, set forth and maintain a vision of a standards-based instructional program for designated content area for grades Pre-K through 12 for all learners. Create and utilize a variety of assessment instruments that will drive the instructional and professional development programs for designated content area.~~

~~Develop and implement interventions, extensions and enrichment, beyond the core instructional program, to increase student achievement for all students. Coordinate, direct or participate in programs which support, clarify or explain educational objectives to the community.~~

JOB RESPONSIBILITIES:

1. Represents the district in regard to legal and state meetings.
2. Formulates proposals for the development and revision of policies pertaining to special education programs.
3. Establishes and monitors procedures for the screening, placement, evaluation, assignment, and reappraisal of students with regard to the special education program.
4. Evaluation of designated staff utilizing the Danielson Framework
5. Ensure compliance with state and federal regulations governing special education programs and services.
6. Interpreting special education programs as well any state reporting to the School Board, staff, and the public.
7. Coordinate, develop, implement and revise, when needed, a curriculum reflecting the secondary scope (grades 7-12) in designated content areas with respect to concepts, knowledge and skills in terms of current research for special needs students with curriculum supervisors.
8. Partner school principals and content supervisors with planning and implementing effective school-based special education and general education programs and intervention

9. Conferences with parents/guardians of students enrolled in special education programs to address and resolve concerns.
10. Review and evaluate special education programs to ensure objectives for student education are met.
11. Provides expenditure control for requisitioning and ordering equipment and materials for the special education program.
12. Assess and identify special education program needs and provide recommendations regarding future special education equipment, program, and personnel requirements.
13. Assist the human resources department with interviewing and recommending qualified candidates for special education professional staff positions.
14. Supervises the development of in-service programs for special education personnel.
15. Directs the preparation of reports as required by federal, state, and local regulatory agencies.
16. Facilitate interagency planning between the school division and external service providers.
17. Ensure accurate record keeping of students receiving special education services for state and local reporting.
Assess and update the Pre-K-12 content area curriculum according to current research on curriculum design and standards-based education:
1. ~~Collaborate with principals, other supervisors and teachers in the improvement and implementation of curriculum.~~
2. ~~Monitor the consistent implementation of the curriculum and effective delivery of instruction throughout the district.~~
3. ~~Maintain program coordination among schools and program articulation across all levels, Pre-K-12, and among other disciplines.~~
4. ~~Develop and implement of a variety of assessment tools designed to assess and monitor student achievement and to drive the instructional and professional development programs.~~
5. ~~Conduct program needs assessment on a regular basis.~~
6. ~~Serve as role model for all teachers in the delivery of instruction and in the pursuit of current research and best practices in content area and the field of education.~~
7. ~~Assist teachers with implementation of content via classroom visitations, the modeling of lessons and fostering of a team teaching environment.~~
8. ~~Assist in the development of a parallel curriculum for special education students and training in the collaborative education model within designated content area to ensure access to curriculum and learning for all students.~~
9. ~~Conduct training in and assist teachers with the development and implementation of interventions, extensions and enrichment, beyond the core instructional program in designated content area, to increase student achievement for all students.~~
10. ~~Develop, coordinate and conduct professional development opportunities in related content area and pedagogy.~~
11. ~~Support district initiatives and accountability proposals that are designed to assist with improving instruction.~~
12. ~~Collaborate with principals in the supervision and evaluation of teaching staff members.~~
13. ~~Review and recommend instructional and support materials and/or equipment for designated content area.~~
14. ~~Prepare content area budget for district.~~
15. ~~Collaborate with principals in the recruitment, orientation and teaching assignment of personnel in assigned content area.~~
16. ~~Serve as liaison for content area projects involving community partners in business, education, and institutions of higher learning.~~

~~17. Arranges and organizes departmental meetings.~~

~~18. Assists in the evaluation of out-of-district facilities and programs.~~

This position will also be responsible for all other duties as assigned by the Assistant Superintendent for Student Services.

TERMS OF EMPLOYMENT:

Twelve month position, with compensation in accordance with the negotiated agreement.

EVALUATION:

Performance of this position will be evaluated annually in accordance with the provisions of the Board's policy on evaluation of certified personnel.

Board approval date: March 14, 2011

Revised: September 9, 2025

0173 DUTIES OF PUBLIC SCHOOL ACCOUNTANT

~~The Board of Education shall cause an audit of the annual financial statements to be made pursuant to N.J.S.A. 18A:23-1 et seq., and shall engage, to conduct the annual audit, only a licensed public school accountant who has an external peer/quality report performed in accordance with Government Auditing Standards (Yellow Book) by the Comptroller General of the United States (U.S. Government Printing Office, Stop SSOP, Washington, DC 20402-0001). The Board shall ensure that the external peer/quality report is completed within the time established by the Government Auditing Standards issued by the Comptroller General of the United States unless the accountant or firm can show good cause as to why there is a delay. The Board will engage only a licensed public school accountant to conduct the annual audit in accordance with N.J.S.A. 18A:23-1 et seq. The accountant must have an external peer/quality report performed in accordance with N.J.A.C. 6A:23A-16.2(i)1., unless the accountant or firm can show good cause as to why there was a delay completing such report within the required timelines established by Government Auditing Standards, issued by the Comptroller General of the United States.~~

The Board ~~shall will~~ require the submission of the most recent external peer/quality report and letter of comment to the Board for review and evaluation prior to ~~each the~~ appointment of ~~the~~ licensed public school accountant ~~to conduct the annual audit in accordance with the provisions of N.J.A.C. 6A:23A:16.2(i)2.~~

~~The Board will require the submission of the most recent external peer/quality report for review and evaluation prior to the appointment of the licensed public school accountant.~~ The Board ~~shall will~~ acknowledge the receipt, review, and evaluation of the external peer/quality report in the public session and Board minutes in which ~~the Board authorizes the engagement of~~ the accountant or firm to perform the audit ~~is engaged in accordance with N.J.A.C. 6A:23A-16.2(i)2.i.~~

The Board ~~shall will~~ require the submission of an updated external peer/quality report of the ~~engaged licensed public school~~ accountant, within thirty days after the issuance date of the external peer/quality report if ~~such the~~ report is issued prior to the date of the audit opinion for the most recent fiscal year ~~in accordance with the provisions of N.J.A.C. 6A:23A-16.2(i)2.ii.~~

In accordance with NJOMB Circular Letter ~~98-0715-08~~, ~~Single Audit Policy for Recipients of Federal Grants, State Grants, and State Aid, including any amendments or revisions thereto~~, the Board shall ensure the public school accountant ~~will provides~~ a copy of the most recent external peer/quality report to the ~~New Jersey~~ Department of Education, within thirty days after the initial engagement ~~of a licensed public school~~



~~accountant or firm~~ by the Board and within thirty days after the issuance of a subsequent peer/quality report in accordance with the provisions of N.J.A. C. 6A:23A-16.2(i)2.iii.

The Board shall engage a public school accountant during the audit engagement period for non-auditing, management, or other consulting services only if ~~the such~~ services comply with the ~~independencet~~ standards as established in Government Auditing Standards (Yellow Book) by the Comptroller General of the United States in accordance with the provisions of N.J.A. C. 6A:23A-16.2(i)3.

~~The Board may be prohibited for good cause by the~~ Commissioner of Education may prohibit, for good cause, the Board from engaging a particular licensed public school accountant, or may ~~be directed the use of a process for by the Commissioner on a process to be used in~~ the appointment of a licensed public school accountant pursuant to N.J.A.C. 6A:23A-16.2(i)4.

The public school accountant ~~shall will~~ complete the annual audit as required by the New Jersey Department of Education and N.J.S.A. 18A:23-~~12~~. Each annual audit shall include an audit of the books, accounts and moneys, and a verification of all cash and bank balances, of the Board and of any officer or employee thereof and of moneys derived from athletic events or ~~the other~~ activities of any organization of public school student pupils conducted under the auspices of the Board, from the date of the last annual audit to the date of the ~~current~~ audit in question. ~~Such The~~ audit shall will also include a determination of the extent to which the district has used contracts entered into by the State Division of Purchase and Property pursuant to ~~P.L. 1969 c. 104 (N.J.S.A. 52:25-16.1 et seq.)~~ in the purchase of materials, supplies or equipment for the district in accordance with N.J.S.A. 18A:23-2. The report of each annual audit ~~shall will~~ be completed in accordance with the time requirements of N.J.S.A. 18A: 23-1 and shall will be filed by the public school accountant in accordance with N.J.S.A. 18A:23-~~2.3~~.

The Board Secretary shall prepare or have prepared a synopsis or summary of the annual audit and recommendations, prior to the holding of the meeting of the Board to take action thereon; a copy of which synopsis or summary shall be available for distribution to interested parties at the meeting in accordance with N.J.S.A. 18A:23-4. Within thirty days following the receipt of the report of the annual audit the Board shall, at a regularly scheduled public meeting, will cause the recommendations of the ~~auditor~~ accountant to be read and to be discussed and the discussion will be duly noted ~~on~~ in the Board meeting minutes in accordance with N.J.S.A. 18A:23-5. ~~The Board Secretary will prepare or have prepared a summary of the annual audit for this Board meeting in accordance with N.J.S.A. 18A:23-4.~~



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DUTIES OF PUBLIC SCHOOL ACCOUNTANT

N.J.S.A. 18A:23-1 et seq.
N.J.A.C. 6A:23A-16.2

Adopted: 13 December 2004
Revised: 06 June 2011
Revised: September 30, 2025



0174 LEGAL SERVICES (M)

In accordance with N.J.A.C. 6A:23A-5.2, the Board of Education adopts this Policy and its strategies to minimize the cost of legal services.

~~The Board of Education understands that the district will utilize legal services in the course of its regular business.~~

The Board ~~of Education~~ authorizes the Superintendent of Schools and the members of the Superintendent's cabinet as designated contact person(s) to request services or advice from contracted legal counsel.

In accordance with the provisions of N.J.A.C. 6A:23A-5.2(a)2, the Board shall designate an administrative staff member to review all legal bills and confer with designated contact person(s) to ensure the prudent use of legal services and the tracking of the use of those services.~~The Business Administrator shall be responsible to review all legal bills and confer with designated contact persons in reviewing such legal bills.~~

In accordance with the provisions of N.J.A.C. 6A:23A-5.2(a)2, the Board shall designate ~~an each~~ administrative staff member to review all legal bills and confer with designateds ~~each~~ contact person(s) to ensure the prudent use of legal services and the tracking of the use of those services.

In the event the school district's legal costs exceed one hundred thirty percent of the Statewide average per student amount, the procedures established in 1., 2., 3., and 4. below shall be implemented and, if not implemented, the district shall provide evidence the procedures established in 1., 2., 3., and 4. below would not result in a reduction of costs:

1. The designated contact person(s) shall ensure that contracted legal counsel is not contacted unnecessarily for management decisions or readily available information contained in district materials such as Board policies, administrative regulations, or guidance available through professional source materials.

2. All requests for legal advice shall be made to the designated contact person(s) in writing and shall be maintained on file in the district offices. The designated contact person(s) shall determine whether the request warrants legal advice or if legal advice is necessary.



3. The designated contact person(s) shall maintain a log of all legal counsel contact including the name of the legal counsel contacted, date of the contact, issue discussed, and length of contact.

4. All written requests for legal advice and logs of legal counsel contacts shall be forwarded to the designated contact person(s) who shall be responsible to review all legal bills and compare all legal bills to the contact logs and to investigate and resolve any variances.

Any professional services contract(s) for legal services shall prohibit advance payments. Services to be provided shall be described in detail in the contract and invoices for payment shall itemize the legal services provided for the billing period. Payments to legal counsel(s) shall only be for legal services actually provided in accordance with N.J.A.C. 6A:23A-5.2(a)4.

School districts and county vocational school districts shall not contract with legal counsel or use in-house legal counsel to pursue any affirmative claim or cause of action on behalf of district administrators and/or any individual Board member(s) for any claim or cause of action in which the damages to be awarded would benefit an individual rather than the school district as a whole in accordance with N.J.A.C. 6A:23A-5.2(b).

Services to be provided shall be described in detail in the contract and invoices for payment shall itemize the services provided for the billing period. Payments to legal counsel(s) shall only be for services actually provided. Any professional services contract(s) for legal services shall prohibit advance payments.

Legal counsel appointed by the Board may not be used to pursue any affirmative claim or cause of action on behalf of district administrators and/or any individual Board members or pursuing any claim or cause of action for which the damages to be awarded would benefit an individual rather than the school district as a whole.

Pursuant to N.J.A.C. 6A:23A-5.2(a)1., (The Board of Education will annually establish, prior to budget preparation, a maximum dollar limit for each type of professional service, including legal services. In the event it becomes necessary to exceed the established maximum dollar limit for legal the professional services, the Superintendent of Schools shall recommend to the Board of Education an increase in the maximum dollar amount. Any increase in the maximum dollar amount shall require formal Board action.

Contracts for legal services will be issued by the Board in a deliberative and efficient manner. Any process utilized should ensure that the district receives the highest quality services at a fair and competitive price or through a shared service arrangement. This may include, but is not limited to, issuance of such contracts through a Request for



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LEGAL SERVICES (M)

Proposals (RFP) based on cost and other specified factors or other comparable processes in accordance with N.J.A.C. 6A:23A-5.2(a)5. Contracts for legal services shall be limited to non-recurring or specialized work for which the district does not possess adequate in-house resources or in-house expertise to conduct in accordance with N.J.A.C. 6A:23A-5.2(a)6.

N.J.A.C. 6A:23A-5.2

Adopted: 13 December 2004
Revised: 08 December 2008
Revised: 15 August 2011
Revised: September 30, 2025



0177 PROFESSIONAL SERVICES (M)

In accordance with N.J.A.C. 6A:23A-5.2, the Board of Education adopts this Policy and its strategies to minimize the cost of professional services.

The Board shall establish a maximum dollar limit, annually prior to budget preparation, for each type of professional service, with appropriate notification to the Board if it becomes necessary to exceed the maximum. Upon such notification, the Board may adopt a dollar increase in the maximum amount through formal Board action in accordance with N.J.A.C. 6A:23A-5.2(a)1. ~~The Board of Education will establish annually prior to budget preparation a maximum dollar limit for each type of professional service. In the event it becomes necessary to exceed the established maximum dollar limit for the professional services, the Superintendent of Schools shall recommend to the Board of Education an increase in the maximum dollar amount. Any increase in the maximum dollar amount shall require formal Board action.~~

Contracts for professional services will be issued by the Board in a deliberative and efficient manner that ensures the district receives the highest quality services at a fair and competitive price or through a shared service arrangement. This may include, but is not limited to, issuance of such contracts through a Request for Proposals (RFP) based on cost and other specified factors or other comparable processes and professional services contracts are. ~~Contracts for professional services shall be~~ limited to non-recurring or specialized work for which the district does not possess adequate in-house resources or in-house expertise to conduct in accordance with N.J.A.C. 6A:23A-5.2(a)5. and 6.

Nothing in this Policy or N.J.A.C. 6A:23A-5.2 shall preclude the Board from complying with the requirements of any statute, administrative code, or regulation for the award of professional services contracts.

N.J.A.C. 6A:23A-5.2

Adopted: 08 December 2008

Revised: 17 October 2011

Revised: September 30, 2025



ADMINISTRATIVE EMPLOYMENT CONTRACTS (M)

1620 ADMINISTRATIVE EMPLOYMENT CONTRACTS (M)

The Executive County Superintendent shall review and approve for all new and reappointed 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 charter schools, within the ~~C~~county 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 1., 2., and 3. above.~~listed 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 contract 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.



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).



ADMINISTRATIVE EMPLOYMENT CONTRACTS (M)

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):

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 ~~is~~ shall be 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.



ADMINISTRATIVE EMPLOYMENT CONTRACTS (M)

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-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 ~~thate~~ employee and the district.
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.



ADMINISTRATIVE EMPLOYMENT CONTRACTS (M)

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 two qualitative merit criteria per contract year.
 - b. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and qualitative merit criteria and/or the data that forms the basis of measuring the achievement of quantitative merit and/or qualitative merit criteria.
 - 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



ADMINISTRATIVE EMPLOYMENT CONTRACTS (M)

objectives has been documented to the satisfaction of the ~~Board of Education.~~

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 ~~shall~~ cannot 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.
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 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 regionally~~ accredited institution, college or university, ~~as defined in applicable regulations.~~



ADMINISTRATIVE EMPLOYMENT CONTRACTS (M)

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.

Any actions 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: July 14, 2021

Revised: September 30, 2025



NOTIFICATION OF PROMOTION, NEW JOB, AND TRANSFER OPPORTUNITIES

Policy 1631.01 - 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

Adopted: September 30, 2025



~~COMPREHENSIVE HEALTH AND PHYSICAL EDUCATION~~ STATUTORY CURRICULAR
REQUIREMENTS (M)

2422 COMPREHENSIVE HEALTH AND PHYSICAL EDUCATION STATUTORY
CURRICULAR REQUIREMENTS (M)

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

1. Accident and Fire Prevention (N.J.S.A. 18A:6-2) requires regular courses of instruction in accident and fire prevention.
2. Breast Self-Examination (N.J.S.A. 18A:35-5.4) requires offering instruction on breast self-examination for students in grades seven through twelve.
3. Bullying Prevention Programs (N.J.S.A. 18A:37-17) requires the establishment of bullying prevention programs.



COMPREHENSIVE HEALTH AND PHYSICAL EDUCATION STATUTORY CURRICULAR
REQUIREMENTS (M)

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) requires that all students in grades one through twelve participate in at least two and one-half hours of health, safety, and physical education each school week.
9. Drugs, Alcohol, Tobacco, Controlled Dangerous Substances, and Anabolic Steroids (N.J.S.A. 18A:40A-1) requires instructional programs on drugs, alcohol, anabolic steroids, tobacco, and controlled dangerous substances and the development of curriculum guidelines for each grade Kindergarten through twelve.
10. Lyme Disease Prevention (N.J.S.A. 18A:35-5.1 through 18A:35-5.3) requires the development of Lyme disease curriculum guidelines for the teaching of information on the prevention of Lyme disease and other tick-borne diseases.~~Lyme Disease Prevention (N.J.S.A. 18A:35-5.1 through 5.3) requires the development of Lyme Disease curriculum guidelines and training to all teaching staff members who instruct students with Lyme Disease.~~
11. Organ Donation (N.J.S.A. 18A:7F-4.3) requires information relative to organ donation to be given to students in grades nine through twelve.
12. Sexual Assault Prevention (N.J.S.A. 18A:35-4.3) requires the development of a sexual assault prevention education program by the Commissioner of Education for utilization by school districts.
13. Stress Abstinence (N.J.S.A. 18A:35-4.19 through ~~N.J.S.A.~~ 18A:35-4.22), also known as the “AIDS Prevention Act of 1999,” requires sex education programs to stress abstinence.



COMPREHENSIVE HEALTH AND PHYSICAL EDUCATION STATUTORY CURRICULAR
REQUIREMENTS (M)

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 distributing and soliciting 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.
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 **i**nclude 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 **i**nclude 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.



~~COMPREHENSIVE HEALTH AND PHYSICAL EDUCATION~~ STATUTORY CURRICULAR REQUIREMENTS (M)

23. Information ~~A~~about “New Jersey Safe Haven Infant Protection Act” ~~i~~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.
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.
26. Any other statutory or administrative codes requiring instruction to be part of the district’s implementation of the NJSLS.

~~Other Statutory or Administrative Codes. The Board will incorporate into its health and physical education curriculum any other requirements of the NJSLS in Comprehensive Health and Physical Education.~~

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

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

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



~~COMPREHENSIVE HEALTH AND PHYSICAL EDUCATION~~ STATUTORY CURRICULAR
REQUIREMENTS (M)

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. Restorative justice activities mean 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~~.

Adopted: December 12, 2011

Revised: June 18, 2018

Revised: April 29, 2019

Revised: May 18, 2020

Revised: December 7, 2021

Revised: September 30, 2025



ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

5111 ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

The Livingston Board of Education will admit to its schools, free of charge, persons who are eligible to be admitted pursuant to N.J.S.A. 18A:38-3, or such younger or older student as is otherwise entitled by law to a free public education.

Eligibility to Attend School – N.J.A.C. 6A:22-3.1, 3.2, and 3.3.

The Board will admit students eligible to attend school free of charge who are domiciled within the district as defined in N.J.A.C. 6A:22-3.1 and Regulation 5111 – Section B.

The Board will also admit any student that is kept in the home of a person other than the student's parent or guardian, and the person is domiciled in the school district and is supporting the student without remuneration as if the student were their own child in accordance with N.J.A.C. 6A:22-3.2 and Regulation 5111-Section C. Pursuant to N.J.S.A. 18A:38-1.c, any person who fraudulently allows a child of another person to use their residence and is not the primary financial supporter of that child; and any person who fraudulently claims to have given up custody of their child to a person in another district commits a disorderly person's offense.

A student is eligible to attend school in this school district free of charge pursuant to N.J.S.A 18A:38-1 if the student's parent or guardian temporarily resides within the district and elects to have the student attend school in the school district of temporary residence, notwithstanding the existence of a domicile elsewhere pursuant to N.J.A.C. 6A:22-3.1(a)4 and Regulation 5111 -Section B.

A student is eligible to attend school in the district free of charge in accordance with N.J.A.C. 6A:22-3.2 and Regulation 51111 – Section C.

Notwithstanding the provisions of N.J.S.A. 18A:38-1 or any other law, rule, or regulation to the contrary, a student who moves out of the school district as a result of domestic violence, sexual abuse, or other family crises shall be permitted to remain enrolled in the school district for the remainder of the school year in pursuant to N.J.S.A. 18A:38-1.1 and in accordance with the provisions of N.J.A.C. 6A:22-3.2(h) and Regulation 5111 – Section C.

Except as set forth in N.J.A.C. 6A:22-3.3(b)1, immigration/visa status shall not affect eligibility to attend school. Any student who is domiciled in the school district or otherwise eligible to attend school in the school district pursuant to N.J.A.C. 6A:22-3.2 shall be enrolled without regard to, or inquiry concerning, immigration status. A student's immigration/visa status and their eligibility to attend school shall be in accordance with N.J.A.C. 6A:22-3.3(b) and Regulation 5111 – Section D.



ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

Proof of Eligibility – N.J.A.C. 6A:22-3.4

The Board of Education shall accept a combination of forms of documentation from persons attempting to demonstrate a student's eligibility for enrollment in the district in accordance with N.J.A.C. 6A:22.3.4 and Regulation 5111 – Section E.

In the case of a dispute between the school district and the parent or guardian of a student in regard to the student's eligibility to enroll in the school district or to remain enrolled in the school district pursuant to the provisions of N.J.S.A. 18A:38-1, the school district may request from the New Jersey Motor Vehicle Commission (NJMVC) the parent or guardian's name and address for use in verifying a student's eligibility for enrollment in the school district in accordance with the provisions of N.J.S.A. 18A:38-1.3.

Registration Forms and Procedures for Initial Assessment – N.J.A.C. 6A:22-4.1

Registration and procedures for initial determinations of eligibility will be in accordance with N.J.A.C. 6A:22-4.1 and Regulation 5111 – Section F.

Initial eligibility determinations will be made upon presentation of an enrollment application and enrollment shall take place immediately except in cases of clear, uncontested denials. Enrollment shall take place immediately when an applicant has provided incomplete, unclear, or questionable information, but the applicant shall be notified that the student will be removed from the school district if defects in the application are not corrected, or an appeal is not filed, in accordance with subsequent notice to be provided pursuant to N.J.A.C. 6A:22-4.2 and Regulation 5111 – Section F.

When a student appears ineligible based on the information provided in the initial application, the school district shall issue a preliminary written notice of ineligibility, including an explanation of the right to appeal to the Commissioner of Education in accordance with N.J.A.C. 6A:22-4.1(c)2 and Regulation 5111 – Section F.

When enrollment is denied and no intent to appeal is indicated, applicants shall be advised that they shall comply with compulsory education laws in accordance with N.J.A.C. 6A:22-4.1(d) and Regulation 5111 – Section F.

Enrollment or attendance in the school district will not be conditioned or denied pursuant to N.J.A.C. 6A:22-4.1 (e) through (i) and Regulation 5111 – Section F.

Notice of Ineligibility – N.J.A.C. 6A:22-4.2



ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

When a student is found ineligible to attend the school district pursuant to N.J.A.C. 6A:22, or if the student's initial application is found to be deficient upon subsequent review or investigation, notice will immediately be provided to the applicant consistent with Commissioner-provided sample form(s) and meets requirements of N.J.A.C. 6A:22-4.2 and Regulation 5111 – Section G.

Removal of Currently Enrolled Students – N.J.A.C. 6A:22-4.3

Nothing in N.J.A.C. 6A:22-4, this Policy, and Regulation 5111 shall preclude the Board from seeking to identify, through further investigation or periodic requests for current validation of previously determined eligibility status, students enrolled in the district who may be ineligible for continued attendance due to error in initial assessment, changed circumstances or newly discovered information pursuant to N.J.A.C. 6A:22-4.3 and Regulation 5111 – Section H.

When a student, enrolled and attending school in the district based upon an initial determination of eligibility, is later determined to be ineligible for continued attendance, the Superintendent may apply to the Board for removal of the student in accordance with N.J.A.C. 6A:21-4.3 and Regulation 5111 -Section H.

Appeal to the Commissioner – N.J.A.C. 6A:22-5.1

An applicant may appeal to the Commissioner of Education the school district's determination that a student is ineligible to attend its schools in accordance with N.J.A.C. 6A:22-5.1 and Regulation 5111 – Section I. Assessment and Calculation of Tuition - N.J.A.C. 6A:22-6.

If no appeal to the Commissioner is filed by the parent, guardian, adult student, or district resident keeping an affidavit student following notice of an ineligibility determination, the Board of Education may assess tuition for up to one year of a student's ineligible attendance, including the twenty-one day period provided by N.J.S.A. 18A:38-1 for appeal to the Commissioner in accordance with N.J.A.C. 6A:22-6.1 and Regulation 5111 – Section J. Tuition will be assessed and calculated in accordance with N.J.A.C. 6A:22-6.3 and Regulation 5111 – Section J.

Nonresident Students - N.J.S.A. 18A:38-3.a.

Any person not resident in the school district, if eligible except for residence, may be admitted to the schools of the district with the consent of the Board of Education upon such terms, and with payment of tuition, as the Board prescribes. The Board of Education, with the approval of the Executive County Superintendent, shall establish a



ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

uniform tuition amount for any nonresident student admitted to the schools of the district pursuant to N.J.S.A. 18A:38-3.a. The continued enrollment of any nonresident student shall be contingent upon the student's maintenance of good standards of citizenship, discipline, attendance, and payment of tuition.

Future Residents

Parents or guardians of children who are future residents shall be required to demonstrate proof of the anticipated residency prior to the start of the school year. The Board reserves the right to verify such claims, and to remove from school a nonresident student whose claim cannot be verified.

Parents or guardians will be required to deposit with the secretary of the Board of Education one month's tuition (regular education or special education) as a security deposit. If the parents or guardians present paperwork establishing residency, ~~They will only be billed for the days of attendance within the first thirty (30) school days the child is in attendance, the Board will return the security deposit. After this period of thirty (30) days, tuition shall be charged based on the specified annual rate set by the Board.~~

Pursuant to the provisions of N.J.S.A. 18A:3B-3 non-resident students may be accepted into the Livingston Public Schools providing there is space available, and the school program is considered appropriate for the child. Procedures for the acceptance of such children shall include but not be restricted to the following:

1. The parents or guardians shall submit the appropriate enrollment documents application form as early as possible for admission, but no later than the first day of school ~~July 1 for September admission and thirty days prior to other dates of enrollment.~~
2. For the purposes of reviewing the application, the parents or guardians shall make available to Livingston Public Schools confirmation of the student's satisfactory attendance progress including the latest report card as well as all standardized test information and complete health records. Parents will be required to sign release forms allowing the district to obtain academic and behavioral records.
3. The parents or guardians and student will make themselves available for an interview with the Principal or designee of the building to which he/she may be assigned.



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4. The Superintendent or designee shall be responsible for making the final decision acceptance and assignment of the student appropriate school and grade in consultation with the Building Principal.
5. The Board may reject a student's application for enrollment if the student's IEP could not be implemented in the district, if the enrollment of the student would require the district to alter the nature of its educational program, if the student's enrollment would impose an additional financial burden on the district, or if the student's enrollment may create a disruptive or unsafe learning environment for the student himself/herself or for other students.

Tuition rates will be determined annually by the Superintendent in consultation with the Board of Education. Payments shall be made monthly throughout the school year on or before the first day of each month.

Students entering the Livingston schools at times other than the beginning of a semester shall pay proportionate tuition.

The parents or guardians will be responsible for transportation to and from the school of attendance.

The Livingston Public Schools is not obligated to enroll students in ensuing years and therefore application must be made on an annual basis. Building assignments may be revised depending on enrollments.

The Livingston Board of Education retains the unilateral right to terminate enrollment of any non-resident tuition student for cause at any time. Tuition will be refunded proportionately.

Home Construction

Families domiciled in the school district for a minimum of 12 months and attending the Livingston Public Schools prior to major home renovations where the family must vacate the premises, must obtain Board of Education approval to continue attending the district schools free of charge for a period of 18 months with proof of building permits/documentation. After 18 months, a one-time extension for a period of 6 months can be obtained and will necessitate additional proof of building status and progress. The Board of Education will assess tuition for students after the initial 24-month period. The Board of Education will require proof of occupancy when residence is reoccupied.



ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

Families who purchase a home and renovate that home without being domiciled in the district for at least 12 months may be considered tuition students until they move in permanently.

F-1 Visa Students & J-1 Visa Students

F-1 & J-1 Visa students will not be admitted to this school district.

Former Residents

The Board shall consider any student (except high school seniors) whose parents or guardians move from the municipality prior to and including January 31 of an academic year to be of non-resident status and, therefore, expected to transfer from the Livingston Public Schools. These students may remain until the end of the school year on payment of prorated tuition in advance and on recommendation of the Principal with approval of the Superintendent. Students whose parents or guardians move out of the municipality after January 31 may remain in Livingston Public Schools on a tuition-free basis for the remainder of the academic year on recommendation of the Principal with approval of the Superintendent. If unusual conditions prevail, the family may apply to the Superintendent for special consideration of residency.

The Board shall allow a student registered and enrolled for the senior year whose parents or guardians have resided in Livingston continuously for a minimum of one year and who are residents of Livingston on the opening day of school to graduate without tuition payment, should his/her parents or guardians move from the municipality prior to the student's graduation, provided his record of residency and achievement is satisfactory to the Principal and the Superintendent.

Children of Nonresident Staff Members

Children of nonresident employees of the Board may be enrolled in the schools of this district in accordance with the terms and conditions of their respective collective bargaining agreements.

Because it is a term or condition of employment, allowing nonresident staff members to send their children to district schools for anything less than full tuition must be negotiated.



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N.J.S.A. 18A:38-1 et seq. 18A:38-1.3; 18A:38-3; 18A:38-3.1

N.J.A.C. 6A:14-3.3; 6A:17-2.1 et seq.; 6A:22-1.1 et seq.

8 CFR 214.3

Adopted: 21 June 2004

Revised: 07 April 2008

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Revised: May 13, 2019

Revised: August 12, 2020

Revised: June 21, 2022

Revised: March 19, 2024

Revised: April 29, 2025

Revised: September 30, 2025



5539.01 – STUDENT SUN PROTECTION (M)

The Board of Education believes it is important that school district students protect themselves against harmful sun-related skin diseases by using protective measures. Pursuant to N.J.S.A. 18A:40-12.39 and notwithstanding any law or regulation to the contrary, the Board adopts this Policy concerning a student's use of sunscreen and sun-protective clothing, such as hats and sunglasses, while outdoors at school and school-sponsored functions.

As used in this Policy, "sunscreen" means a topical product used for the purpose of limiting skin damage caused by overexposure to the sun, and which is regulated by the Federal Food and Drug Administration for over-the-counter use, in accordance with N.J.S.A. 18A:40-12.39.a.

Students are not required to provide documentation from a physician or other licensed health care professional in order to use sunscreen or sun-protective clothing while outdoors at school or a school-sponsored function.

The Board requires written permission from a student's parent to allow that student to carry or use sunscreen at school or a school-sponsored function for all students in grade(s) PreK-12. Any student required to have written permission from their parent to carry or use sunscreen shall be monitored by school staff to ensure safety through the appropriate use of sunscreen.

Sunscreen can be packaged as aerosol, spray, lotion or cream with fragrances, as such the district prohibits the use of sunscreen that the Principal or designee may deem harmful to students with asthma or other respiratory ailments or a nuisance to students or staff members.

Any student found to be using sunscreen in an inappropriate manner shall have their permission to use sunscreen revoked and be disciplined in accordance with the student code of conduct. If a student's permission to use sunscreen is revoked, the district shall notify the student's parent in writing of the reasons and duration for the revocation of that permission and of any discipline associated with the incident.

The district shall provide for the transportation and storage of sunscreen to ensure accessibility when students travel off school grounds for school-sponsored functions.

Nothing in this Policy shall be construed as requiring a staff member to assist a student in applying sunscreen.



POLICY

N.J.S.A. 18A:40-12.39

Adopted:



SPECIAL EDUCATION MEDICAID INITIATIVE (SEMI) PROGRAM (M)

6111 SPECIAL EDUCATION MEDICAID INITIATIVE (SEMI) PROGRAM (M)

Every New Jersey school district, with the exception of any district that obtains a waiver of the requirements of N.J.A.C. 6A:23A-5.3(b), shall take appropriate steps to maximize its revenue from the Special Education Medicaid Initiative (SEMI) program by following the policies and procedures to maximize participation in the program as set forth in N.J.A.C. 6A:23A-5.3(d) and to comply with all program requirements as set forth in N.J.A.C. 6A:23A-5.3(e).

The school district may seek, in the prebudget year, a waiver of the requirements of N.J.A.C. 6A:23A-5.3 in accordance with the procedures as outlined in N.J.A.C. 6A:23A-5.3(b). As part of the annual budget information, the New Jersey Department of Education shall provide each district with a projection of available SEMI reimbursement for the budget year, as determined by the New Jersey Department of the Treasury's third-party administrator for SEMI. The district shall recognize as revenue in its annual district budget no less than ninety percent of the projection. The district may seek approval from the Executive County Superintendent to use its own projection of SEMI reimbursement upon demonstration the numbers it used in calculating the projection are more accurate than the projection provided.

The district shall strive to achieve maximum participation in the SEMI program. "Maximum participation" means obtaining a ninety percent return rate of parental consent forms for all SEMI-eligible students. Districts shall enter all students following their evaluations into the third-party system as determined by the New Jersey Department of the Treasury to identify the district's universe of eligible students. This may be done without parental consent.

If the district participates in the SEMI reimbursement program, the district shall comply with program requirements as outlined in N.J.A.C. 6A:23A-5.3(e).

If the district has less than ninety percent participation of SEMI-eligible students in the prebudget year or that has failed to comply with all program requirements at N.J.A.C. 6A:23A-5.3(e), the district shall submit a SEMI action plan to the Executive County Superintendent for review and approval as part of the district's proposed budget submission. The district's SEMI action plan shall include the components as outlined in N.J.A.C. 6A:23A-5.3(g).

If the district does not achieve ninety percent participation, or does not achieve their approved benchmarks in the SEMI program for a given budget year and cannot demonstrate that they fully implemented their New Jersey Department of Education-



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approved SEMI action plan required at N.J.A.C. 6A:23A-5.3(f) and (g), the district shall be subject to review for the withholding of State aid by the Commissioner of Education, pursuant to N.J.S.A. 18A:55-3, in an amount equal to the SEMI revenue projection based on their approved benchmark for the budget year, if applicable, less actual SEMI reimbursements for the budget year. The State aid deduction shall be made in the second subsequent year after the budget year.

If the district does not meet the requirement of the cost-settlement components of SEMI, the district may be required to refund all or part of their SEMI reimbursements.

~~The Board of Education directs the Superintendent to ensure that the district meets all State requirements regarding the Special Education Medicaid Initiative (SEMI) Program and to comply with all program requirements as set forth in N.J.A.C. 6A:23A-5.3(e).~~

~~The school district may seek, in the pre-budget year, a waiver of the requirements of N.J.A.C. 6A:23A-5.3 in accordance with the procedures as outlined in N.J.A.C. 6A:23A-5.3(b).~~

N.J.A.C. 6A:23A-5.3

Adopted: 13 April 2009

Reviewed: 29 September 2014

Revised: September 30, 2025



SPECIAL EDUCATION MEDICAID INITIATIVE (SEMI) PROGRAM (M)

6111 SPECIAL EDUCATION MEDICAID INITIATIVE (SEMI) PROGRAM (M)

Every New Jersey school district, with the exception of any district that obtains a waiver of the requirements at N.J.A.C. 6A:23A-5.3(b) and A. below, shall take appropriate steps to maximize its revenue from the Special Education Medicaid Initiative (SEMI) program by following the policies and procedures to maximize participation in the program at N.J.A.C. 6A:23A-5.3(d) and C.1. below and to comply with all program requirements at N.J.A.C. 6A:23A-5.3(e) and C.2. below.

A. Waiver

1. The school district may seek, in the prebudget year, a waiver of the requirements of N.J.A.C. 6A:23A-5.3, Policy 6111, and this Regulation upon demonstration that for the subsequent school year: the district projects, based on reliable evidence, that it will have forty or fewer Medicaid-eligible classified students.

a. The application for a waiver of the requirements of N.J.A.C. 6A:23A-5.3, Policy 6111, and this Regulation shall be made to the Executive County Superintendent no less than forty-five days prior to the submission of the district's proposed budget for the school year to which the waiver request applies. The Executive County Superintendent shall notify the district of the decision on the waiver application within twenty days of receipt of the waiver request. If the waiver is not granted, the district shall submit to the Executive County Superintendent a SEMI action plan required at N.J.A.C. 6A:23A-5.3(f) and D. below as part of its annual district budget submission, or shall demonstrate to the Executive County Superintendent that the district has achieved maximum participation in the SEMI program in the prebudget year.

B. Projection of Available SEMI Reimbursement

1. As part of the annual budget information, the New Jersey Department of Education shall provide the school district with a projection of available SEMI reimbursement for the budget year, as determined by the New Jersey Department of the Treasury's third-party administrator for SEMI.

a. The district shall recognize as revenue in its annual school district budget no less than ninety percent of said projection.

b. The district may seek approval from the Executive County Superintendent to use its own projection of SEMI reimbursement upon demonstration the numbers it used in calculating the projection are more accurate than the projection provided.



SPECIAL EDUCATION MEDICAID INITIATIVE (SEMI) PROGRAM (M)

C. SEMI Program Requirements

1. The school district shall strive to achieve maximum participation in the SEMI program. For the purpose of Policy 6111 and this Regulation, “maximum participation” means obtaining a ninety percent return rate of parental consent forms for all SEMI-eligible students. Districts shall enter all students following their evaluations into the third-party system as determined by the New Jersey Department of the Treasury to identify the district’s universe of eligible students. This may be done without parental consent.

2. If the district participates in the SEMI reimbursement program, the district shall comply with program requirements as follows:

a. The district shall implement Policy 6111 and this Regulation concerning the effective and efficient administration of the SEMI reimbursement program consistent with the requirements of N.J.A.C. 6A:23A-5.3. A complete listing of requirements and information are available at the SEMI/MAC website.

b. Any service submitted to Medicaid for reimbursement shall be rendered by a Medicaid qualified practitioner, or rendered by a provider under the supervision of a Medicaid qualified practitioner. The following outlines the required documentation for each related service provider:

(1) Nurses – copy of license (educational services certificate issued by the State Board of Examiners is not required for SEMI);

(2) Occupational Therapist – copy of license and educational services certificate issued by the State Board of Examiners;

(3) Physical Therapist – copy of license and educational services certificate issued by the State Board of Examiners;

(4) Psychologist – copy of educational services certificate issued by the State Board of Examiners;

(5) Social Worker – copy of educational services certificate issued by the State Board of Examiners; and

(6) Speech-language Specialist:

(a) Qualification and documentation for provision of evaluation services shall include:



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(i) Copy of licensed physician's orders, which shall be maintained with the student's IEP; or

(ii) Copy of New Jersey license as a speech-language pathologist and educational services certificate with a speech-language specialist endorsement (N.J.A.C. 6A:9B-14.6) for the individual whose signature appears on the IEP; or

(iii) Copy of documentation that identifies the referral of speech services included in or with the student's IEP.

(b) Qualification for provision of related services shall include:

(i) Copy of educational services certificate or endorsement issued by the State Board of Examiners and an American Speech-Language-Hearing Association (ASHA) Certificate of Clinical Competence; or

(ii) Copy of educational services certificate with a speech-language specialist endorsement and a valid license authorized by the State Audiology and Speech-Language Pathology Advisory Committee in accordance with N.J.S.A. 45:3B-1 et seq.

(7) Audiologist – copy of license issued by the State Audiology and Speech-Language Pathology Advisory Committee in accordance with N.J.S.A. 45:3B-1 et seq.

c. Practitioners who are not Medicaid qualified can deliver services under the direction of Medicaid qualified practitioners. Practitioners who are not Medicaid qualified include only certified occupational therapist assistants, physical therapist assistants, speech-language specialists who do not meet the qualifications at N.J.A.C. 6A:23A-5.3(e)2.vi(2)(A) or (B) and C.2.b.(6)(i) and C.2.b.(6)(ii) above, and licensed practical nurses.

d. Any direct therapy or other related service shall be prescribed in the related services section of the student's IEP prior to submitting a claim to Medicaid for reimbursement. Delivery of nursing services and dispensing of medication shall be referenced in the IEP and supported by physicians' orders or prescriptions, which shall be maintained on file. Supporting documentation to be maintained by the district shall be the cover/signature page, related services section of the IEP, therapy logs, and the evaluations and assessments conducted by the Medicaid-qualified practitioners.

e. Entities where the district has placed SEMI-eligible students shall take steps to enable districts to maximize participation, including either logging the eligible services provided directly through the third-party system as determined by the New Jersey Department of the Treasury or the sending district, as mutually agreed upon with the district, and obtaining SEMI provider qualification certifications. Every out-of-district placement shall provide



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copies of SEMI provider qualifications, certifications, and licenses. N.J.A.C. 6A:23A-5.3(e)5. applies to the following out-of-district placement options:

- (1) Approved private schools for students with disabilities;
- (2) Educational services commissions;
- (3) Jointure commissions;
- (4) Vocational half-time programs;
- (5) New Jersey Department of Education regional day schools; and
- (6) County special service school districts.

f. If the district does not have an approved waiver pursuant to N.J.A.C. 6A:23A-5.3(b) and A. above the district shall comply with the program requirements to assure the year-end cost settlement of SEMI claims is properly calculated with the standardized submission of quarterly and annual cost data, as well as staff pool lists transmitted directly through the third-party system as determined by the New Jersey Department of the Treasury.

g. To retain reimbursement, if the district does not have an approved waiver pursuant to N.J.A.C. 6A:23A-5.3(b) and A. above, the district shall ensure compliance with the necessary components of the cost settlement requirements which include completion of the online questionnaire – Random Moment Time Study (RMTS) – by staff provided directly through the third-party system as determined by the New Jersey Department of the Treasury.

h. All supporting documentation for a Medicaid claim shall be maintained on file and available for audit or State review for at least seven years from the date of service. Supporting documentation shall include provider certification (current and historical for each provider); provider service logs, licenses, and/or certificates issued by the Division of Consumer Affairs or the New Jersey Department of Education, as applicable; physician authorizations for nursing services; parental consent forms; attendance records; and copies of the student's IEP.

D. SEMI Action Plan

1. If the school district has less than ninety percent participation of SEMI-eligible students in the prebudget year or that has failed to comply with all program requirements at N.J.A.C. 6A:23A-5.3(e) and C.2. above, the district shall submit a SEMI action plan to the Executive County Superintendent for review and approval as part of the district's proposed budget submission.



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2. The SEMI action plan shall include the following components:

a. Procedures for obtaining parental consent forms, such as the Parental Consent Best Practices that are available from the New Jersey Department of Education.

b. Establishment of a benchmark for the year of implementation or for the first year the district does not have an approved waiver pursuant to N.J.A.C. 6A:23A-5.3(b) and A. above, whichever is applicable, for obtaining maximum participation of all SEMI-eligible students by the start of the subsequent school year.

(1) The benchmarks for the first year of implementation or for the first year the district does not have an approved waiver pursuant to N.J.A.C. 6A:23A-5.3(b) and A. above, whichever is applicable, for achieving maximum participation shall close, at a minimum, the gap between current participation and maximum participation by fifty percent by the beginning of the subsequent school year; and

(2) The benchmarks shall be based on the percentage of parental consent forms collected from eligible students. The number of parental consent forms shall reflect one parental consent form or one document noting parental refusal for each eligible student;

c. Procedures to ensure all IEP meetings are documented in the third-party administrator's system. IEPs are claimable only if a Medicaid qualified practitioner is present and it is documented that a health-related service is discussed;

d. Procedures to ensure all SEMI-eligible services, including services provided by entities where the district has placed SEMI-eligible students, are documented in the third-party administrator's system;

e. Procedures to ensure a valid IEP is on file and the IEP date is on file in the third-party administrator's system for each SEMI-eligible student for whom parental consent has been obtained; and

f. Procedures to ensure service providers used by the school district and entities where the district has placed SEMI-eligible students have valid licenses and certifications documenting SEMI provider qualifications on file in the third-party administrator's system.

3. If the district does not achieve ninety percent participation, or does not achieve their approved benchmarks in the SEMI program for a given budget year and cannot demonstrate they fully implemented their New Jersey Department of Education-approved SEMI action plan required at N.J.A.C. 6A:23A-5.3(f) and (g) and D. above, the district shall be subject to review for the withholding of State aid by the Commissioner of Education, pursuant to



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N.J.S.A. 18A:55-3, in an amount equal to the SEMI revenue projection based on their approved benchmark for the budget year, if applicable, less actual SEMI reimbursements for the budget year. The State aid deduction shall be made in the second subsequent year after the budget year.

4. If the district does not meet the requirement of the cost-settlement components of SEMI, the district may be required to refund all or part of their SEMI reimbursements.

Issued:



6220 BUDGET PREPARATION (M)

The annual budget is the financial plan for the effectuation of the educational plan for the district; ~~its preparation is, therefore, one of the most important functions performed by the Board of Education.~~ The budget shall be designed to carry out that plan in a thorough and efficient manner, to maintain school district facilities, and to honor continuing obligations of the district.

A proposed budget requires the critical analysis ~~by of~~ every member of the Board ~~of Education~~ during its preparation. The administration shall work with the Board to ensure Board members have a thorough understanding of the budget appropriations, budget revenue, the proposed educational program, and the budget's impact to the local tax levy. The Board shall also provide for community input during the budget development process.

~~The annual school district budget and supporting documentation shall be prepared in accordance with the provisions of N.J.S.A. 18A:7F et seq. and N.J.A.C. 6A:23A-8.1 et seq. The Board will obtain approval of the local funding for a non-referendum capital project (school facility project or other capital project) in accordance with the provisions of N.J.A.C. 6A:23A-8.4.~~

~~The annual school district budget and supporting documentation shall be prepared in accordance with the provisions of N.J.S.A. 18A:7F; N.J.S.A. 18A:22-7 and 18A:22-8; and N.J.A.C. 6A:23A-8. The Board shall adopt and submit to the Executive County Superintendent for approval, together with Commissioner-prescribed supporting documentation, a budget that provides for a thorough and efficient education pursuant to N.J.A.C. 6A:23A-8.1(a). Pursuant to N.J.A.C. 6A:26-3.7 and 6A:26-3.12, the Board shall obtain approval of the local funding for a non-referendum capital project (school facility project or other capital project) in accordance with N.J.A.C. 6A:23A-8.4. The Board will submit its proposed budget and supporting documentation as prescribed by the Commissioner to the Executive County Superintendent for approval.~~

The budget will be presented to the Board ~~of Education~~ to allow adequate time for review and adoption. ~~The budget should evolve primarily from the needs of the individual schools as expressed by the Building Principals and the district educational program as expressed by the central administrative staff and be compatible with approved district plans.~~

The Board shall include in the budget application to the Executive County Superintendent a complete reporting of revenues and appropriations and other requirements pursuant to N.J.S.A. 18A:22-8-~~1 et seq.~~ and N.J.S.A. 18A:7F-5 through 63.



The Board, upon submission of its budget application to the Executive County Superintendent or by the statutory submission date, whichever is earlier, shall make available upon request for public inspection all budget and supporting documentation contained in the budget application and all other documents listed in N.J.A.C. 6A:23A-8.1 once the budget application has been submitted to the Executive County Superintendent for approval.

The budget as adopted for the school year pursuant to N.J.S.A. 18A:7F-5 shall be provided for public inspection on the district's ~~web~~Internet site, if one exists, and made available in print in a "user-friendly" plain language budget summary format in accordance with the provisions of N.J.A.C. 6A:23A-8.1(c).

All budgetary and accounting systems used in the school district must be in accordance with double entry bookkeeping and Generally Accepted Accounting Principles as required in N.J.A.C.6A:23A-16.1 et seq..

N.J.S.A. 18A:7F et seq.; 18A:22-7 et seq.
N.J.A.C. 6A:23A-8.1 et seq.; 6A:23A-16.1 et seq.

Adopted: 12 December 2005
Revised: 17 October 2011
Reviewed: 17 October 2016
Revised: September 30, 2025



6220 BUDGET PREPARATION (M)

The annual school district budget will be prepared in accordance with the following procedure.

A. Responsibility

1. The School Business Administrator/Board Secretary or designee is responsible for the administration and coordination of all budget preparation activities and will be guided by the budget planning forecasts prepared in accordance with Policy 6210.
2. Each Principal will assess the educational needs of the students, collect and evaluate the requests for funds submitted by the teaching and support staff members in their building, and compile an estimate of the total building needs for the next budget year. The estimate will be submitted to the School Business Administrator/Board Secretary or designee.
3. Each central office administrator will assess the needs of the program operation for which they are responsible (such as staff recruiting, facilities maintenance, transportation, capital improvements) and will prepare an estimate of the program needs for the next budget year. The estimate will be submitted to the School Business Administrator/Board Secretary or designee.

B. Priorities

1. All estimates submitted to the School Business Administrator/Board Secretary or designee in accordance with paragraph A.2. and paragraph A.3. above will be reasonably detailed and supported by appropriate documentation to justify the expenditures requested. The administrators charged with estimating budgetary needs will be guided by these cost priorities;
 - a. Staffing adequate to sustain the current instructional program;
 - b. Supplies and equipment adequate to sustain the current instructional program;
 - c. Maintenance of current facilities and programs;
 - d. New staff members to improve or expand the current program;
 - e. New supplies and equipment to improve or expand the current instructional program; and
 - f. New or reallocated staff and supplies for new instructional programs.



2. The Superintendent or designee and the School Business Administrator/Board Secretary will review all estimates for budget allocations and, as necessary, discuss justifications and possible alternatives with the originating administrator. The Superintendent or designee and the School Business Administrator/Board Secretary will:

- a. Compare budget requests with inventory to determine whether requested resources are presently available;
- b. Analyze budget requests on a district-wide basis to determine whether requested resources can be shared; and
- c. Analyze budget requests for staffing requirements and convert those requirements to dollar equivalents.

C. Form

1. The tentative budget shall contain:

a. The total expenditure for each item for the preceding school year, the amount appropriated for the current school year adjusted for transfers as of the date specified by the New Jersey Department of Education (NJDOE) of the current school year, and the amount estimated to be necessary to be appropriated for the ensuing school year, indicated separately for each item as determined by the Commissioner;

b. The amount of the surplus account available at the beginning of the preceding school year, at the beginning of the current school year and the amount anticipated to be available for the ensuing school year;

c. The amount of revenue available for budget purposes from the preceding school year, the amount available for the current school year as of the date specified by the NJDOE and the amount anticipated to be available for the ensuing school year in the following categories as applicable:

- (1) Revenues to be raised by local sources;
- (2) Revenues from State Aid;
- (3) Revenues from Federal Aid;
- (4) Revenues from intermediate sources; and/or
- (5) Other sources of revenue;



d. Transfers between current expense and capital outlay for the preceding school year, the current school year as of the date specified by the NJDOE of that year and transfers anticipated for the ensuing school year;

e. A presentation of the student population for the current school year and immediate past school year as reported in the application for State School Aid, and an estimate of the anticipated student population for the next school year;

f. An estimate of staff composition by numbers in each administrative, instructional, and educational services area for the next school year; and

g. Any additional information required by the NJDOE and the Board of Education.

h. All budgetary and accounting systems used in the school district must be in accordance with double-entry bookkeeping and Generally Accepted Accounting Principles as included in statutes and administrative code.

D. Timeline

The Superintendent or designee and the School Business Administrator/Board Secretary will submit the tentative budget recommendations to the Board of Education in accordance with the budget timeline established by the NJDOE and the Board. The proposed expenditures and anticipated revenues in the tentative budget will be supported by sufficient explanatory information to enable the Board to determine their validity.

Issued: September 30, 2025

