



LIVINGSTON BOARD OF EDUCATION VOTING MEETING AGENDA

February 10, 2026

Executive Session - Administration Building - 6:00 p.m.

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

I. OPEN SESSION

A. Call to Order – Parul Khemka, 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 6, 2026 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:

- personnel and student matters

Action may be taken upon return to the public session. The full length of the meeting is anticipated to be approximately 60 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

F. Board Reports

G. Student Representative's Report

H. Approval of Minutes

The Superintendent recommends the following:

1. Voting Meeting Minutes of January 20, 2026
2. Voting/Workshop Meeting Minutes of January 22, 2026
3. Workshop/Voting Meeting Minutes of February 3, 2026

ROLL CALL VOTE

I. 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 Student Teachers

Resolved, that the Livingston Board of Education approves the student teachers 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 one (1) Livingston student with disabilities, as classified and recommended by the Child Study Team, in facilities with tuition costs to be determined within the limits established by the New Jersey Board of Education, as shown on **Attachment C**.

2.2 US² Consulting

Resolved, that the Livingston Board of Education approves the agreement with US² Consulting to provide them with professional development training on *Implicit Bias* at the March 17, 2026 meeting at a cost not to exceed \$1,500.00

ROLL CALL VOTE

3. BUSINESS

The Superintendent recommends the following:

3.1 Payment of Bills

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

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

Fund	Name	Amount
10,11,12	Operating Budget (checks 114626-115124)	\$7,571,203.82
20	Operating Budget (checks 114626-115124)	\$295,500.21
60	Cafeteria (checks 60183)	\$268,033.37
	TOTAL	\$8,134,737.40

3.2 Transfers

Whereas, the Superintendent of Schools recommends certain transfers among accounts in the 2025-2026 budget for January pursuant to Board of Education Policy 6422, now therefore be it

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

3.3 Overnight Trips

Resolved, that the Livingston Board of Education approves *Pietrina Daly*, school nurse, to provide medical assistance to students participating in the DECA State Competition in Atlantic City, New Jersey, from March 3 to 5, 2026.

Resolved, that the Livingston Board of Education approves *Katie Bach*, school nurse, to provide medical assistance to students participating in the NJ Key Club District Educational Conference (DECON 2026) in Asbury Park, New Jersey, from March 26-28, 2026.

3.4 Academic Calendar - 2027-2028

Resolved, that the Livingston Board of Education approves the 2027-2028 Academic Calendar as shown on **Attachment E**.

3.5 Update to Financial Depositories and Signatures

Resolved, that the Livingston Board of Education establish the following bank accounts at Somerset Regal Bank, Livingston, New Jersey and that Somerset Regal Bank is hereby requested, authorized and directed to honor all checks, draft and other orders for the payment of money drawn in the name of the Board of Education in the following accounts when bearing the true or approved facsimile signature(s) indicated:

Somerset Regal Bank		
Account Title and Number	Signature(s)	
Riker Hill Elementary School School Account 0108010612	Brooke Benavides Nicole Tierney Michelle Distasio Jessica Rapp	<i>Any 2</i>

3.6 Resolution Authorizing The Livingston Board of Education To Enter Into The Bergen County New Jersey Cooperative Purchasing Alliance

Whereas, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

Whereas, the County of Bergen, hereinafter referred to as the "Lead Agency" has offered voluntary participation in the New Jersey Cooperative Purchasing Alliance # CK04- a Cooperative Pricing System for the purchase of goods and services;

Whereas, the governing body of the Livingston Board of Education, County of Essex, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

Now, Therefore Be It Resolved as follows:

TITLE

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the Livingston Board of Education.

AUTHORITY

Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Business Administrator is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

CONTRACTING UNIT

The Lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

EFFECTIVE DATE

This resolution shall take effect immediately upon passage.

3.7 Annual Appointment

Resolved, that the Livingston Board of Education approves the following appointment for the 2025-2026 school year which are in effect until changed by resolution:

Architect of Record

B|W|S Architects

3.8 Resolution Addressing the Impact of the New Jersey School Funding Formula and Statutory Tax Levy Cap on the 2026-2027 School District Budget and Beyond

WHEREAS, the Livingston Board of Education is committed to providing a thorough and efficient high-quality education to all students, a mandate established by the New Jersey State Constitution; and

WHEREAS, the district's ability to generate necessary local revenue is severely constrained by a statutory 2% property tax levy cap, which does not account for the reality that essential costs—including staff salaries, health benefits, transportation, and special education services—frequently increase at rates far exceeding 2%; and

WHEREAS, for the 2025-2026 fiscal year, Livingston Public Schools received approximately a 3% decrease from the previous year in state aid, despite rising operational costs; and

WHEREAS, Livingston Public Schools has historically faced budget shortfalls - previously approving *Resolution Opposing the Proposed Increases to the School Employees Health Benefits Program* (August 16, 2022) and *Resolution Requesting the*

State to Make Adjustments to School Funding to Address Budget Constraints for the Current Fiscal Year and Beyond (February 25, 2025) - necessitating difficult decisions regarding educational programming, class sizes, and professional staffing; and

WHEREAS, the current fiscal landscape forces the district to explore all available internal options to reduce expenses, yet these measures are often insufficient to offset the combined pressure of stagnant aid and the restrictive tax cap without compromising the quality of educational services.

WHEREAS, health benefit premiums and specialized transportation costs continue to escalate at double-digit rates, with the Livingston Board of Education anticipating a 25% increase in private insurance premiums—which, while significantly lower than the 36% increase imposed by the State Health Benefits Program, still vastly exceeds the rate of inflation and necessitates the diversion of vital resources away from the classroom, from curriculum and instructional programs; and

WHEREAS, the School Funding Reform Act (SFRA) and the subsequent S-2 legislation have created a funding environment where suburban districts like Livingston often face significant volatility and unpredictability in state aid allocations; and

NOW, THEREFORE, BE IT RESOLVED that the Livingston Board of Education formally appeals to the Governor of New Jersey and the State Legislature to take the following actions:

1. **Tax Levy Cap Flexibility:** Permanently increase the local tax levy cap from 2% to 4%, or provide automatic adjustments for non-discretionary cost increases such as health benefits, special education, and transportation.
2. **Special Education Funding:** Shift to a funding model based on actual special education enrollment; provide 100% reimbursement for high-cost "Extraordinary Special Education" expenses; and implement a reasonable and predictable cap on annual tuition increases for APSSDs to ensure price stability for sending districts.
3. **Operational Support:** Provide additional categorical aid to support districts experiencing professional staff shortages and inflationary pressures in education-related supplies and technology and use an appropriate inflation index.
4. **Health Benefits Reform:** Pursue legislative avenues to stabilize the State Health Benefits Program (SHBP) and provide districts with more effective tools to manage rising medical costs.
5. **Funding Formula Reform:** Establish a more equitable, predictable funding model that accurately reflects the increasing budgetary pressures on suburban districts, for our long-term success, and include an inflationary index that reflects the actual, current cost of goods and services required to run a high-achieving school district.

BE IT FURTHER RESOLVED that Livingston Public Schools will continue to collaborate with state officials, state legislators, and educational advocacy organizations to pursue funding solutions that ensure each student has access to the resources they need to succeed.

PASSED and ADOPTED this February 10, 2026, by the Board of Education of Livingston Public Schools.

3.9 Resolution of the Livingston Board of Education Opposing Substantial Health Benefit Premium Increases

WHEREAS, the Livingston Board of Education ("Board") provides health benefits, including medical, dental, and prescription drug coverage, to its employees and their families; and

WHEREAS, providing affordable, quality health insurance is essential to attracting and retaining qualified teachers and staff, yet the cost of these benefits continues to rise annually; and

WHEREAS, for the 2026-2027 plan year, Horizon has proposed a premium increase of 25%, which is unsustainable and exceeds the district's budgetary growth limitations; and

WHEREAS, such a substantial increase directly forces the Board to divert critical funds from educational programming, classroom instruction, and student support services to cover rising insurance premiums; and

WHEREAS, this budgetary pressure negatively impacts the district's ability to maintain responsible fiscal management and places an undue burden on local taxpayers; and

WHEREAS, the Board has explored alternative medical plan designs and cost-containment measures, but requires immediate relief from the rising premiums imposed by the carrier;

NOW, THEREFORE, BE IT RESOLVED, that the Livingston Board of Education formally opposes the proposed 25% increase in health benefits premiums for the 2026-2027 plan year;

BE IT FURTHER RESOLVED, that the Board urges Horizon to reconsider this substantial rate hike to allow the district to fulfill its primary mission of educating students without compromising financial stability;

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to Horizon, the New Jersey School Boards Association, the state officials, state legislators, and the NJ Department of Education.

PASSED and ADOPTED this February 10, 2026, by the Board of Education of Livingston Public Schools.

3.10 Bylaws, Policies and Regulations

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

Bylaw #0142.1 - Nepotism (M) (with revisions)

Policy #1220 - Employment of Chief School Administrator (M) (with revisions)

Policy #1552 - Sexual Harassment - Staff (M) (new to district)

Regulation #1552 - Sexual Harassment - Staff (M) (new to district)

Policy #2415.04 - Title I - District-Wide Parent And Family Engagement (M) (with revisions)

Policy #2415.20 - Every Student Succeeds Act Complaints (M) (with revisions)
 Regulation #2415.20 - Every Student Succeeds Act Complaints (M) (new to district)
 Policy #2415.50 - Title I – School Parent And Family Engagement (M) (new to district)
 Policy #2440 - Summer Session (new to district)

Resolved, that the Livingston Board of Education approves the following policies for second reading and adoption:

Policy #2361 - Acceptable Use of Computer Networks/Computers and Resources (M) (with revisions)
 Policy #3321 - Acceptable Use of Computer Networks/Computers and Resources by Teaching Staff Members (new to district)
 Policy #4321 - Acceptable Use of Computer Networks/Computers and Resources by Support Staff Members (new to district)
 Policy #7522 - School District Technology Devices Provided to Staff Members (new to district)

Resolved, that the Livingston Board of Education abolishes the following Policies and Regulations at the recommendation of our policy advisor, Strauss Esmay:

Policy #3362 - Sexual Harassment (M)
 Regulation \$3362 - Sexual Harassment (M)
 Policy #4352 - Sexual Harassment (M)
 Regulation #4352 - Sexual Harassment (M)

ROLL CALL VOTE

4. PERSONNEL

The Superintendent recommends the following:

4.1 Resignations & Retirements

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

Name	Position	Reason	Location	Last Day of Employment
Alexandra Marzulla	Supervisor of World Language K-12	Retirement	LHS/HMS	June 30, 2026
Dean Smith	School Social Worker	Retirement	Collins	June 30, 2026
Deborah Baumgartner	Teacher of Science	Resignation	LHS	April 3, 2026

**as amended from a previous agenda*

4.2 Leaves of Absences

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

Name	Location	Position	LOA w/pay and benefits	LOA w/o pay, but with benefits (if applicable)	Extended LOA w/o pay or benefits	Return Date
Ann Marie Mansfield*	RHE	Kindergarten Aide	NA	NA	12/1/2025-2/20/2026	2/23/2026

Mongioj, Michael	CO	IT Support Specialist	NA	2/2/2026-4/24/2026**	NA	4/27/2026
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**as amended from a previous agenda*

***Designates time counted toward NJFLA/FMLA*

4.3 Appointments

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

Name	Location	Title	Tenure Track/LOA or LT Replacement	Replacing	Guide	Step	Salary	Effective Date
Gino Gutti*	B&G	Maintenance	NA	D. DiGeronimo	Maintenance	11	\$69,952 (prorated)	2/9/2026

**as amended from a previous agenda*

***salary will remain the same for the 2025-26 SY*

4.4 Substitutes

Resolved, that the Livingston Board of Education approves the appointment of the individuals listed below to serve as substitutes on an as-needed basis for the 2025-2026 school year:

Teachers

Eileen Bach

Kailey Blount

Substitute Secretary

Melissa Amber Goodseit

IT Support Substitute

Rafael Pagan

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.

4.5 Extra Period Assignments

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

4.6 Stipends

Resolved, that the Livingston Board of Education approves the individuals on **Attachment H** 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 I** 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 approves the individuals on **Attachment J** 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.

4.7 Mentor Fees

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

ROLL CALL VOTE

5. MISCELLANEOUS

The Superintendent recommends the following:

5.1 HIB Report

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

ROLL CALL VOTE

K. Old Business

L. New Business

III. ADJOURNMENT

EXECUTIVE SESSION

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

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

Resolved, by the Livingston Board of Education that:

- (A) It does hereby determine that it is necessary to meet in executive session on February 10, 2026 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
Vincent Sciacca	Fairleigh Dickinson University	Student Teacher	Livingston High School	Dave Mead and Lauren Echevarria	January 20, 2026 through June 1, 2026
Emily Schlessinger	Fairleigh Dickinson University	Observation Hours	Livingston High School	Johanna Frye	January 20, 2026 through June 1, 2026
Samantha Davidson	Seton Hall University	Observation Hours	Heritage Middle School	Alex Gilgorri	January 20, 2026 through June 1, 2026
Daniel Minion	Montclair State University	Observation Hours	Heritage Middle School	Dakashna Lang	February 9, 2026 through May1, 2026

FIELD TRIPS

SCHOOL	GRADE/COURSE	MONTH	DESTINATION
Elementary	ESL Grades 2-5	March	Mayo Performing Arts Center
Elementary	Grade 5	May	Jeff Lake Camp
Elementary	Grade 5	June	Liberty Science Center

<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>		
Montgomery Academy	Emotional Regulation Impairment	R				1	\$ 18,480.00	\$ 18,480.00				\$ 18,480.00
Total						1		\$ 18,480.00				\$ 18,480.00

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.

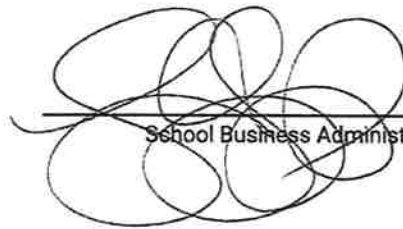
**Livingston Board of Education
Monthly Transfer Report
7/1/2025 - 1/31/2026**

Attachment D

Budget Category	Accounts	Original Budget	Prior Year Encumbrances	Original Budget For 10% Calc	Maximum Transfer Out Allowed	YTD Net Transfers	% change of transfers	Remaining Transfers Out Allowed	Account Balance
Regular Programs	11-1xx-100-xxx 12-1xx-100-xxx 13-1xx-100-xxx 18-1xx-100-xxx	45,313,781.13	9,025.24	45,322,806.37	4,532,280.64	-122,553.26	-.27	4,409,727.38	2,641,869.86
Special Education, Basic Skills/Remedial and Bilingual Instruction and Speech/OT/PT and Ex	1x-2xx-100-xxx 1x-000-216-xxx 1x-000-217-xxx	19,208,870.94	.00	19,208,870.94	1,920,887.09	-73,895.86	-.38	1,846,991.23	1,580,770.09
Vocational Programs-Local	1x-3xx-100-xxx	59,030.00	.00	59,030.00	5,903.00	.00	.00	5,903.00	4,564.41
School-Spon. Co/Extr a-Curr. Activities, School Sponsored Athletics, and Other Instructional	11-4xx-100-0xx 11-4xx-100-1xx 11-4xx-100-3xx 11-4xx-100-4xx 11-4xx-100-5xx 11-4xx-100-6xx 11-4xx-100-7xx 11-4xx-100-8xx 11-4xx-100-9xx 11-4xx-2xx-xxx 12-4xx-100-xxx	3,322,114.84	.00	3,322,114.84	332,211.48	1,148.28	.03	333,359.76	956,575.81
Community Services Programs/Operations	1x-800-330-xxx	.00	.00	.00	.00	.00	.00	.00	.00
UNDISTRIBUTED EXPENSES		67,903,796.91	9,025.24	67,912,822.15	6,791,282.21	-195,300.84	-.29	6,595,981.37	5,183,780.17
Tuition	11-000-100-xxx 16-000-100-xxx 17-000-100-xxx 18-000-100-xxx	8,674,741.21	.00	8,674,741.21	867,474.12	-10,863.20	-.13	856,610.92	951,039.32
Attendance and Social Work, Health, Guidance, Child Study Teams, Education, Media Services	1x-000-211-xxx 1x-000-213-xxx 1x-000-218-xxx 1x-000-219-xxx 1x-000-222-xxx	9,479,050.81	.00	9,479,050.81	947,905.08	12,666.32	.13	960,571.40	160,884.39
Improvement of Instruction Services and Instructional Staff Training Services	1x-000-221-xxx 1x-000-223-xxx	3,676,589.80	.00	3,676,589.80	367,658.98	3,337.00	.09	370,995.98	238,627.92
General Administration	11-000-230-xxx	1,321,370.00	.00	1,321,370.00	132,137.00	-33,514.05	-2.54	98,622.95	214,624.49
School Administration	11-000-240-xxx	4,998,561.22	235.60	4,998,796.82	499,879.68	113,473.71	2.27	613,353.39	113,139.04
Central Services & Administrative Information Technology	11-000-25x-xxx	3,982,983.04	19,185.00	4,002,168.04	400,216.80	-16,503.75	-.41	383,713.05	303,020.31
Operation and Maintenance of Plant Services	11-000-26x-xxx	10,135,218.00	127,645.20	10,262,863.20	1,026,286.32	660,615.24	6.44	1,686,901.56	1,448,098.81
Student Transportation Services	11-000-270-xxx	5,646,354.00	.00	5,646,354.00	564,635.40	500,000.00	8.86	1,064,635.40	566,243.69
Personal Services-Employee Benefits	11-xxx-xxx-2xx	26,084,793.00	.00	26,084,793.00	2,608,479.30	-1,201,666.59	-4.61	1,406,812.71	4,549,688.54
Food Services	11-000-310-xxx	.00	.00	.00	.00	.00	.00	.00	.00
Transfer Property Sale Proceedes to Debt Service Reserve	11-000-520-934	.00	.00	.00	.00	.00	.00	.00	.00

**Livingston Board of Education
Monthly Transfer Report
7/1/2025 - 1/31/2026**

Budget Category	Accounts	Original Budget	Prior Year Encumbrances	Original Budget For 10% Calc	Maximum Transfer Out Allowed	YTD Net Transfers	% change of transfers	Remaining Transfers Out Allowed	Account Balance
Transfer from General Fund Surplus to Debt Service Fund to Repay CDL	11-000-520-936	.00	.00	.00	.00	.00	.00	.00	.00
TOTAL GENERAL CURRENT EXPENSE		73,999,661.08	147,065.80	74,146,726.88	7,414,672.68	27,544.68	.04	7,442,217.36	8,545,366.51
Equipment	12-xxx-xxx-73x	40,000.00	.00	40,000.00	4,000.00	58,552.76	146.38	62,552.76	1,700.56
Facilities Acquisition and Construction Services	12-000-4xx-xxx	5,227,565.00	256,892.49	5,484,457.49	548,445.75	99,453.40	1.81	647,899.15	2,234,489.79
Capital Reserve-Transfer to Capital Expend. Fund	12-000-4xx-931	.00	.00	.00	.00	.00	.00	.00	.00
Capital Reserve-Transfer to Repayment of Debt	12-000-4xx-933	.00	.00	.00	.00	.00	.00	.00	.00
TOTAL CAPITAL EXPENDITURES		5,267,565.00	256,892.49	5,524,457.49	552,445.75	158,006.16	2.86	710,451.91	2,236,190.35
TOTAL SPECIAL SCHOOLS	13-xxx-xxx-xxx	63,600.00	.00	63,600.00	6,360.00	.00	.00	6,360.00	615.62
Transfer of Funds to Charter Schools	10-000-100-56x	116,961.00	.00	116,961.00	11,696.10	.00	.00	11,696.10	74,575.00
General Fund Contribution to School Based Budgets	10-000-520-930	.00	.00	.00	.00	.00	.00	.00	.00
OPERATING BUDGET GRAND TOTAL		147,351,583.99	412,983.53	147,764,567.52	14,776,456.74	-9,750.00	-.01	14,766,706.74	16,040,527.65



School Business Administrator Signature

2/4/2026

Date



Livingston 2027-2028 ACADEMIC CALENDAR*

PUBLIC SCHOOLS

for LBOE Approval: February 10, 2026

July 2027						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

2, 9, 16, 23, 30 - District Offices Closed
5 - Independ. Day Observed, District Closed

January 2028						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

1 - New Year's Day
14 - Early Dismissal Students / PM PD for Staff
17 - MLK Jr. Day, District Closed
26 - Lunar New Year, District Closed
31 - Early Dismissal LHS Only, Semester Change
19 Student Days

August 2027						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

6, 13, 20 - District Offices Closed
30-31 - Professional Development (PD) Days

February 2028						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

21 - Presidents Day, District Closed
22-25 - Recess, Schools Closed
27 Feb
16 Student Days

September 2027						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

1 - First Day for Students
3 - Early Dismissal for All
6 - Labor Day, District Closed
21 Student Days

March 2028						
S	M	T	W	T	F	S
			1*	2*	3*	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1-3* Par/Teach Conf., Early Dismissal Elem.
13 - Early Dismissal Students / PM PD for Staff
23 Student Days

October 2027						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

7 - Rosh Hashanah
11 - Yom Kippur, District Closed
12 - No School Students / PD Day for Staff
29 - Diwali, District Closed
18 Student Days

April 2028						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

7 - Early Dismissal Students / PM PD for Staff
10-13 - Spring Recess, Schools Closed
14 - Good Friday, District Closed
14 & Passover, 13 & Yom HaShoah
15 Student Days

November 2027						
S	M	T	W	T	F	S
	1*	2*	3*	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

1-3* Par/Teach Conf., Early Dismissal Elem.
4-5 - NJEA Convention, District Closed
24 - Early Dismissal for All
25-26 - Thanksgiving Recess, District Closed
29 - Delayed Opening Students / AM PD for Staff
18 Student Days

May 2028						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

29 - Memorial Day, District Closed
22 Student Days

December 2027						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

23 - Early Dismissal for All
24-31 - Winter Recess, District Closed
17 Student Days

June 2028						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

16 - Juneteenth, District Closed
20, 21 - Early Dismissal, All Students
21 - Last day of school/Graduation
14 Student Days

In this Calendar:

Inclement weather days: (3) days are allocated, if add'l days are needed, they will be taken in the following order: April 10, April 11, April 12 (early dismissal days).

Give back days: If the inclement weather days are not needed, school days will be taken off the calendar in the following order: May 30, May 31, April 17.

Professional Development Time: (3) full days: Aug. 30, Aug. 31, Oct. 12; (4) partial days: Nov. 29, Jan. 14, Mar. 13, April 7.

*Testing dates that require an early dismissal or a delayed opening will be added when they become available.

Location	Last Name	First Name	Position
BHE	Mansfield	Kevin	ABA Discrete Trial TA

Name	Position	Location	# Classes	Effective Date
Paul Raiz*	Teacher of Biology	LHS	0.50	2/3/2026-2/13/2026
Brian Bigelow*	Teacher of Biology	LHS	0.25	2/4/2026-2/13/2026
Rena Dziopa*	Teacher of Biology	LHS	0.25	2/4/2026-2/13/2026
Alec DiNapoli	Teacher of Science	LHS	0.25	2/9/2026 - 6/30/2026
M. Alden Earle	Teacher of Science	LHS	0.25	2/9/2026 - 6/30/2026
Douglas Jay	Teacher of Science	LHS	0.2	2/9/2026 - 6/30/2026
Michelle Augliera	Teacher of Science	LHS	0.2	2/9/2026 - 6/30/2026

**amended from previous agenda*

2025-26 LHS ATHLETIC STIPENDS		
Position	2025-2026 Amount	Recommended
Game Worker - Security	\$25.80/hr	Joseph Clark

2025-26		
LIVINGSTON HIGH SCHOOL CO-CURRICULAR STIPENDS		
<u>Position</u>	<u>2025-2026</u>	<u>Recommended</u>
Key Club*	\$3,912 \$1,304	Val Desamours Marjorie Duffy

**amended from previous agenda*

2025-26			
HMS COCURRICULAR STIPENDS			
Position	# of Positions	2025-2026	Recommended
Equity Coach*	1	\$1,304 \$1,304	Jamie Geltzeiler Sydney Nigro

**amended from previous agenda*

Last Name	First Name	Position	School	Mentor	Fee	Notes
Gonzalez*	Victoria	Teacher of Health & PE	LHS/BHE	Victoria Rossi	\$500	First 15 weeks
Gonzalez*	Victoria	Teacher of Health & PE	LHS/BHE	Brandee Adams	\$500	Last 15 weeks
Chanin*	Ilyssa	TOSD	RHE/HMS	Kathryn D'Anna	\$293	First 16 weeks
Chanin*	Ilyssa	TOSD	RHE/HMS	Kimberly Egipciano	\$257	Last 14 weeks
Grill	Gabriella	Teacher of Art	COL/MPE	Katelyn Viverito	\$500	First 15 weeks

**amended from previous agenda*

0142.1 NEPOTISM (M)

The Board of Education adopts this Nepotism Policy as a condition of receiving State aid pursuant to N.J.A.C. 6A:23A-6.2(a).

For the purposes of this Policy, “relative” means an individual's spouse, civil union partner as defined at N.J.S.A. 37:1-28, et. Seq., domestic partner as defined at N.J.S.A. 26:8A-3, or the parent, child, sibling, aunt, uncle, niece, nephew, grandparent, grandchild, son-in-law, daughter-in-law, stepparent, stepchild, stepbrother, stepsister, or half-brother or half-sister of the individual or the individual's spouse, civil union partner, or domestic partner, whether the relative is related to the individual or the individual's spouse, civil union partner, or domestic partner by blood, marriage or adoption pursuant to N.J.A.C. 6A:23A-1.2.

For the purposes of this Policy, “immediate family member” means the person's spouse, partner in a civil union as defined at N.J.S.A. 37:1-33, domestic partner as defined in N.J.S.A. 26:8A-3, or dependent child residing in the same household.

For the purposes of this Policy, “administrator” is defined as set forth in N.J.S.A. 18A:12-23.

The school district is prohibited from employing any relative of a current school Board member, Chief School Administrator, Business Administrator, Assistant Superintendent or Director of Human Resources in an office or a regular full or part-time position within the district. The Superintendent of Schools is further prohibited from recommending to the Board, pursuant to N.J.S.A. 18A:27-4.1, any relative of a Board member, Chief School Administrator, Business Administrator, Assistant Superintendent or Director of Human Resources for hire. The only exclusions to this policy are:

1. A person employed by the district on or before October 1, 2008 or on or before the date an employee's relative becomes a Board member or Superintendent shall not be prohibited from continuing to be employed or to be promoted in the district in accordance with the effective date as outlined in the initial version of N.J.A.C. 6A:32A-6.2 adopted on July 1, 2008. However, this shall not pertain to extending an employment contract to allow for an increase in annual pay directly related to an extension of the work year; and
2. The district may employ a relative of a Board member or the Superintendent provided the district has obtained approval from the Executive County Superintendent. Such approval shall be granted only upon demonstration by the district that it conducted a thorough search for candidates and the proposed candidate is the only qualified and available person for the position.



The Superintendent shall not recommend to the Board, pursuant to N.J.S.A. 18A:27-4.1, the relative of the Superintendent or a Board member, unless the relative is subject to an exception as outlined at N.J.A.C. 6A:23A-6.2(a)2. and at 1. and 2. above.

A district administrator shall not exercise direct or indirect authority, supervision, or control over the administrator's relative. If it is not feasible to eliminate such a direct or indirect supervisory relationship, appropriate screens and/or alternative supervision and reporting mechanisms shall be put in place.

A district administrator or Board member whose relative is a member of the bargaining unit shall not discuss or vote on the proposed collective bargaining agreement with that unit or from participating in any way in negotiations, including, but not limited to, being a member of the negotiating team; nor should that district administrator be present with the Board in closed session when negotiation strategies are being discussed; however, the administrator may serve as a technical resource to the negotiating team and may provide technical information necessary to the collective bargaining process when no one else in the district can provide such information.

A district administrator or Board member who has an immediate family member who is a member of the same Statewide union in another school district shall not participate in any way in negotiations, including, but not limited to, being a member of the negotiating team or being present with the Board in closed sessions when negotiation strategies are being discussed, prior to the Board attaining a tentative memorandum of agreement with the bargaining unit that includes a salary guide and total compensation package. Once the tentative memorandum of agreement is established, a district administrator with an immediate family member who is a member of the same Statewide union in another school district may fully participate in the process, absent other conflicts. However, a district administrator who has an immediate family member who is a member of the same Statewide union in another district may serve as a technical resource to the negotiating team and may provide technical information necessary to the collective bargaining process when no one else in the district can provide the information.

N.J.A.C. 6A:23A-6.2

Adopted: 08 September 2008
Revised: 06 June 2011
Revised: 12 December 2016
Revised: March 17, 2026



POLICY

LIVINGSTON
BOARD OF EDUCATION

Bylaws
0142.1/Page 3 of 3
NEPOTISM (M)



EMPLOYMENT OF CHIEF SCHOOL ADMINISTRATOR (M)

1220 EMPLOYMENT OF CHIEF SCHOOL ADMINISTRATOR (M)

The Board of Education vests the primary responsibility for the administration of this district in a Superintendent and recognizes that the appointment of a person to that office is one of the most important functions this Board can perform. The Superintendent shall have a seat on the Board employing the Superintendent and the right to speak on all matters at meetings of the Board), but shall have no vote pursuant to N.J.S.A. 18A:17-20.b.

Recruitment Procedures

The Board shall actively seek the best qualified and most capable candidate for the position of Superintendent. Recruitment procedures shall be prepared in advance of the search and shall include the following:

1. The preparation of a new or a revision an existing written job description;
2. The preparation of informative material describing this district and its educational goals;
3. The opportunity for applicants to visit the district, where feasible;

An interview process that encourages the candidate and the Board members to have a meaningful discussion of the district's needs and expectations. The Board members shall review and discuss the candidate's credentials, qualifications, educational philosophy, and other qualities and expertise the candidate can offer to the district;

4. Solicitation of applications from a wide geographical area; and
5. Strict compliance with law and Policy 1530 on equal employment opportunity.

Qualifications

The Superintendent must possess a valid New Jersey administrative certificate endorsed for school administrator or a provisional school administrator's endorsement in accordance with N.J.A.C. 6A:9B-12.4 et seq. and must qualify for employment following a criminal history record check.

The Superintendent shall meet criteria established at the time of the search.

Employment Contract

A person appointed Superintendent must enter an employment contract with the Board. An employment contract for the Superintendent of Schools shall be reviewed and approved by the Executive County Superintendent in accordance with the provisions of N.J.A.C. 6A:23A-3.1 and Policy 1620. Any actions by the Executive County Superintendent

EMPLOYMENT OF CHIEF SCHOOL ADMINISTRATOR (M)

undertaken pursuant to N.J.A.C. 6A:23A-3.1 may be appealed to the Commissioner pursuant to the procedures set forth in N.J.A.C. 6A:3 pursuant to N.J.A.C. 6A:23A:3.1(f).

The employment contract with the Superintendent must be approved with a majority vote of the full Board at a public Board meeting.

In the event there is a Superintendent vacancy at the expiration of the existing contract, only the Board seated at the time of the expiration of the current Superintendent's contract may appoint and approve an employment contract for the next Superintendent.

In the event there is a Superintendent vacancy prior to the expiration of the existing contract, the Board seated at the time the position becomes vacant may appoint and approve an employment contract for the next Superintendent.

The contract for the Superintendent will include: a term of not less than three nor more than five years and expiring July 1; a beginning and ending date; the salary to be paid and benefits to be received; a provision for termination of the contract by the Superintendent; an evaluation process pursuant to N.J.S.A. 18A:17-20.3; and other terms agreed to between the Board and the Superintendent.

During the term of the contract, the Superintendent shall not be dismissed or reduced in compensation except for inefficiency, incapacity, or conduct unbecoming a Superintendent or other just cause and then only in the manner prescribed by N.J.S.A. 18A:6 Article 2 Subarticle B pursuant to N.J.S.A. 18A:17-20.2.

At the conclusion of the term of the initial contract or of any subsequent contract, in accordance with N.J.S.A. 18A:17-20.1, the Superintendent shall be deemed reappointed for another contracted term of the same duration as the previous contract unless either: the Board by contract reappoints the Superintendent for a different term which shall be not less than three nor more than five years, in which event reappointments thereafter shall be deemed for the new term unless a different term is again specified; or the Board notifies the Superintendent in writing the Superintendent will not be reappointed at the end of the current term, in which event the Superintendent's employment shall cease at the expiration of that term. In the event the Board notifies the Superintendent they will not be reappointed, the notification shall be given prior to the expiration of the first or any subsequent contract by a length of time equal to thirty days for each year in the term of the current contract.

Pursuant to N.J.S.A. 18A:17-20.2a, the Board shall submit to the Commissioner of Education for prior approval an early termination of employment agreement that includes the payment of compensation as a condition of separation. As used in N.J.S.A. 18A:17-20.2a, compensation includes, but is not limited to, salary, allowances, bonuses and stipends, payments for accumulated sick or vacation leave, contributions toward the costs of health,

EMPLOYMENT OF CHIEF SCHOOL ADMINISTRATOR (M)

dental, life, and other types of insurance, medical reimbursement plans, retirement plans, and any in-kind or other form of remuneration.

An early termination of an employment agreement of the Superintendent shall be limited in its terms and conditions as outlined in N.J.A.C. 6A:23A-3.2. The Commissioner shall evaluate such agreements in accordance with the provisions of N.J.S.A. 18A:17-20.2a and N.J.A.C. 6A:23A-3.2 and has the authority to disapprove the agreement if the payment of compensation has a condition of separation from service that is found to be excessive pursuant to N.J.S.A. 18A:17-20.2a. The agreement shall be submitted to the Commissioner by the district by certified mail, return receipt requested. The determination shall be made within thirty days of the Commissioner's receipt of the agreement from the district.

Disqualification

Any candidate's misstatement of fact material to qualifications for employment or the determination of salary will be considered by this Board to constitute grounds for dismissal.

Certificate Revocation

All Superintendent contracts shall include, pursuant to N.J.S.A. 18A:17-15.1, the required provision that states that the contract is null and void in the event the Superintendent's certificate is revoked in accordance with N.J.A.C. 6A:23A-3.1(e)13.

N.J.S.A. 18A:16-1; 18A:17-15 18A:17-20; 18A:17-20.1; 18A:17-20.2; 18A:17-20.2a; 18A:17-20.3

N.J.A.C. 6A:9B-12.3; 6A:9B-12.4; 6A:23A-3.1; 6A:23A-3.2

ADOPTED: 11 April 2005

REVISED: December 14, 2009

REVISED: November 21, 2016

REVISED: March 17, 2026

1552 SEXUAL HARASSMENT – STAFF (M)

The Board of Education (employer) recognizes that an employee's right to freedom from employment discrimination includes the opportunity to work in an environment untainted by sexual harassment. Sexually offensive speech and conduct are wholly inappropriate to the harmonious employment relationships necessary to the operation of the school district and intolerable in a workplace to which the children of the district are exposed.

A. Title VII of the Civil Rights Act of 1964 – 29 CFR 1604

1. Sexual Harassment – 29 CFR 1604.11

a. Definition of Sexual Harassment – Title VII

(1) Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

(a) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,

(b) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or

(c) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

b. With respect to conduct between fellow employees, an employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless the employer can show that it took immediate and appropriate corrective action.

c. The employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action.

d. The employer should take all steps necessary to prevent sexual harassment from occurring, such as affirmatively raising the subject, expressing strong disapproval, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment under Title VII, and developing methods to sensitize all concerned.

(1) The employee may submit a complaint, under 29 CFR 1604 to the Affirmative Action Officer.

(2) Upon receipt of the complaint the employer shall initiate the grievance procedure in accordance with Regulation 1552.

e. Where employment opportunities or benefits are granted because of an individual's submission to the employer's sexual advances or requests for sexual favors, the employer may be held liable for unlawful sex discrimination against other individuals who were qualified for but denied that employment opportunity or benefit.

2. Job Opportunities Advertising – 29 CFR 1604.5

It is a violation of Title VII for a help-wanted advertisement to indicate a preference, limitation, specification, or discrimination based on sex unless sex is a bona fide occupational qualification for the particular job involved. The placement of an advertisement in columns classified by publishers on the basis of sex, such as columns headed "Male" or "Female," will be considered an expression of a preference, limitation, specification, or discrimination based on sex.

3. Pre-Employment Inquiries as to Sex – 29 CFR 1604.7

A pre-employment inquiry may ask "Male....., Female....."; or "Mr. Mrs. Miss," provided that the inquiry is made in good faith for a nondiscriminatory purpose. Any pre-employment inquiry in connection with prospective employment which expresses directly or indirectly any limitation, specification, or discrimination as to sex shall be unlawful unless based upon a bona fide occupational qualification.

4. Fringe Benefits – 29 CFR 1604.9

a. "Fringe benefits," as used in 29 CFR 1604.9, Regulation 1552, and this Policy, includes medical, hospital, accident, life insurance and retirement benefits; profit-sharing and bonus plans; leave; and other terms, conditions, and privileges of employment.

b. It shall be an unlawful employment practice for the employer to discriminate between men and women with regard to fringe benefits.

c. Where the employer conditions benefits available to employees and their spouses and families on whether the employee is the "head of the household" or "principal wage earner" in the family unit, the benefits tend to be available only to male employees and their families. Due to the fact that such conditioning discriminatorily affects the rights of women employees, and that "head of household" or "principal wage earner" status bears no

relationship to job performance, benefits which are so conditioned will be found a prima facie violation of the prohibitions against sex discrimination contained in Title VII of the Civil Rights Act of 1964 (Act).

d. It shall be an unlawful employment practice for the employer to make available benefits for the wives and families of male employees where the same benefits are not made available for the husbands and families of female employees; or to make available benefits for the wives of male employees which are not made available for female employees; or to make available benefits to the husbands of female employees which are not made available for male employees. An example of such an unlawful employment practice is a situation in which wives of male employees receive maternity benefits while female employees receive no such benefits.

e. It shall not be a defense under Title VII to a charge of sex discrimination in benefits that the cost of such benefits is greater with respect to one sex than the other.

f. It shall be an unlawful employment practice for the employer to have a pension or retirement plan which establishes different optional or compulsory retirement ages based on sex, or which differentiates in benefits on the basis of sex.

5. Employment Policies Relating to Pregnancy and Childbirth – 29 CFR 1604.10

a. A written or unwritten employment policy or practice which excludes from employment applicants or employees because of pregnancy, childbirth or related medical conditions is in prima facie violation of Title VII.

b. Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions, for all job-related purposes, shall be treated the same as disabilities caused or contributed to by other medical conditions, under any health or disability insurance or sick leave plan available in connection with employment. Written or unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, reinstatement, and payment under any health or disability insurance or sick leave plan, formal or informal, shall be applied to disability due to pregnancy, childbirth or related medical conditions on the same terms and conditions as they are applied to other disabilities.

c. Where the termination of an employee who is temporarily disabled is caused by an employment policy under which insufficient or no leave is available, such a termination violates the Act if it has a disparate impact on employees of one sex and is not justified by business necessity.

d. Any fringe benefit program implemented after October 31, 1978, must comply with the provisions of 29 CFR 1604.10(b) upon implementation.

B. Title IX of the Education Amendments of 1972 – 34 CFR 106

1. Definitions – Title IX – 34 CFR 106.2 and 34 CFR 106.30

a. “Sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

(1) An employee of the employer conditioning the provision of an aid, benefit, or service of the employer on an individual’s participation in unwelcome sexual conduct;

(2) Unwelcome conduct determined by a reasonable individual to be so severe, pervasive, and objectively offensive that it effectively denies an individual equal access to the employer's education program or activity; or

(3) “Sexual assault” as defined in 20 USC 1092(f)(6)(A)(v), “dating violence” as defined in 34 USC 12291(a)(10), “domestic violence” as defined in 34 USC 12291(a)(8), or “stalking” as defined in 34 USC 12291(a)(30).

b. “Program or activity” and “program” means all of the operations of a local educational agency (as defined in 20 USC 8801), system of vocational education, or other school system.

c. “Title IX” means Title IX of the Education Amendments of 1972, Pub. L. 92-318, as amended by section 3 of Pub. L. 93-568, 88 Stat. 1855, except sections 904 and 906 thereof; 20 USC 1681, 1682, 1683, 1685, 1686.

2. Effect of Employment Opportunities – 34 CFR 106.7

The employer’s obligation to comply with 34 CFR 106, Regulation 1552, and this Policy is not obviated or alleviated because employment opportunities in any occupation or profession are or may be more limited for members of one sex than for members of the other sex.

3. Designation of Title IX Coordinator and Notice to Employees – 34 CFR 106.8

a. The employer must designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under 34 CFR 106, which employee must be referred to as the “Title IX Coordinator.”

b. The employer must notify applicants for employment, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the employer, of the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator.

(1) Any individual may report sex discrimination, including sexual harassment (whether or not the individual reporting is the individual alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the individual's verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator.

(2) Sexual harassment may take place electronically or on an online platform used by the school, including, but not limited to, computer and internet networks; digital platforms; and computer hardware or software owned or operated by, or used in the operations of the school.

c. Dissemination of Policy

(1) Notification of Policy

(a) The employer must notify applicants for employment, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the employer, that the employer does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX and 34 CFR 106 not to discriminate in such a manner. Such notification must state that the requirement not to discriminate in the education program or activity extends to employment, and that inquiries about the application of Title IX and 34 CFR 106 to such employer may be referred to the employer's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

(2) Publications

(a) Each employer must prominently display the contact information required to be listed for the Title IX Coordinator and this Policy on its website, if any, and in each handbook or catalog that it makes available to applicants for employment, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the employer.

(b) The employer must not use or distribute a publication stating that the employer treats applicants for employment or employees differently on the basis of sex except as such treatment is permitted by Title IX or 34 CFR 106.

4. Discrimination on the Basis of Sex and Employment in Education Programs or Activities Prohibited – 34 CFR 106 Subpart E

a. Employment – 34 CFR 106.51

(1) General

(a) No individual shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in employment, or recruitment, consideration, or selection therefor, whether full-time or part-time, under any education program or activity operated by the employer which receives Federal financial assistance.

(b) The employer shall make all employment decisions in any education program or activity operated by such employer in a nondiscriminatory manner and shall not limit, segregate, or classify applicants or employees in any way which could adversely affect any applicant's or employee's employment opportunities or status because of sex.

(c) The employer shall not enter into any contractual or other relationship which directly or indirectly has the effect of subjecting employees or students to discrimination prohibited by 34 CFR 106 Subpart E, including relationships with employment and referral agencies, with labor unions, and with organizations providing or administering fringe benefits to employees of the employer.

(d) The employer shall not grant preferences to applicants for employment on the basis of attendance at any educational institution or entity which admits as students only or predominantly members of one sex, if the giving of such preferences has the effect of discriminating on the basis of sex in violation of 34 CFR 106.

(2) 34 CFR 106 Subpart E applies to:

(a) Recruitment, advertising, and the process of application for employment;

(b) Hiring, upgrading, promotion, consideration for and award of tenure, demotion, transfer, layoff, termination, application of nepotism policies, right of return from layoff, and rehiring;

(c) Rates of pay or any other form of compensation, and changes in compensation;

- (d) Job assignments, classifications and structure, including position descriptions, lines of progression, and seniority lists;
- (e) The terms of any collective bargaining agreement;
- (f) Granting and return from leaves of absence, leave for pregnancy, childbirth, false pregnancy, termination of pregnancy, leave for individuals of either sex to care for children or dependents, or any other leave;
- (g) Fringe benefits available by virtue of employment, whether or not administered by the employer;
- (h) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, selection for tuition assistance, selection for sabbaticals and leaves of absence to pursue training;
- (i) Employer-sponsored activities, including those that are social or recreational; and
- (j) Any other term, condition, or privilege of employment.

b. Employment Criteria – 34 CFR 106.52

(1) The employer shall not administer or operate any test or other criterion for any employment opportunity which has a disproportionately adverse effect on individuals on the basis of sex unless:

- (a) Use of such test or other criterion is shown to predict validly successful performance in the position in question; and
- (b) Alternative tests or criteria for such purpose, which do not have such disproportionately adverse effect, are shown to be unavailable.

c. Recruitment – 34 CFR 106.53

(1) Nondiscriminatory Recruitment and Hiring

The employer shall not discriminate on the basis of sex in the recruitment and hiring of employees. Where the employer has been found to be presently discriminating on the basis of sex in the recruitment or hiring of employees, or has been found to have in the past so discriminated, the employer shall recruit members of the sex so discriminated against so as to overcome the effects of such past or present discrimination.

(2) Recruitment Patterns

The employer shall not recruit primarily or exclusively at entities which furnish as applicants only or predominantly members of one sex if such actions have the effect of discriminating on the basis of sex in violation of 34 CFR 106.53.

d. Compensation – 34 CFR 106.54

(1) The employer shall not make or enforce any policy or practice which, on the basis of sex:

(a) Makes distinctions in rates of pay or other compensation;

(b) Results in the payment of wages to employees of one sex at a rate less than that paid to employees of the opposite sex for equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions.

e. Job Classification and Structure – 34 CFR 106.55

(1) The employer shall not:

(a) Classify a job as being for males or for females;

(b) Maintain or establish separate lines of progression, seniority lists, career ladders, or tenure systems based on sex; or

(c) Maintain or establish separate lines of progression, seniority systems, career ladders, or tenure systems for similar jobs, position descriptions, or job requirements which classify individuals on the basis of sex, unless sex is a bona-fide occupational qualification for the positions in question as set forth in 34 CFR 106.61.

f. Fringe Benefits – 34 CFR 106.56

(1) For the purpose of 34 CFR 106, “fringe benefits” means: Any medical, hospital, accident, life insurance or retirement benefit, service, policy or plan, any profit-sharing or bonus plan, leave, and any other benefit or service of employment not subject to the provision of 34 CFR 106.54.

(2) The employer shall not:

(a) Discriminate on the basis of sex with regard to making fringe benefits available to employees or make fringe benefits available to spouses, families, or dependents of employees differently upon the basis of the employee's sex;

(b) Administer, operate, offer, or participate in a fringe benefit plan which does not provide either for equal periodic benefits for members of each sex, or for equal contributions to the plan by the employer for members of each sex; or

(c) Administer, operate, offer, or participate in a pension or retirement plan which establishes different optional or compulsory retirement ages based on sex or which otherwise discriminates in benefits on the basis of sex.

g. Marital or Parental Status – 34 CFR 106.57

(1) The employer shall not apply any policy or take any employment action:

(a) Concerning the potential marital, parental, or family status of an employee or applicant for employment which treats individuals differently on the basis of sex; or

(b) Which is based upon whether an employee or applicant for employment is the head of household or principal wage earner in such employee's or applicant's family unit.

(2) The employer shall not discriminate against or exclude from employment any employee or applicant for employment on the basis of pregnancy, childbirth, false pregnancy, termination of pregnancy, or recovery therefrom.

(3) The employer shall treat pregnancy, childbirth, false pregnancy, termination of pregnancy, and recovery therefrom and any temporary disability resulting therefrom as any other temporary disability for all job-related purposes, including commencement, duration and extensions of leave, payment of disability income, accrual of seniority and any other benefit or service, and reinstatement, and under any fringe benefit offered to employees by virtue of employment.

(4) In the case of the employer which does not maintain a leave policy for its employees, or in the case of an employee with insufficient leave or accrued employment time to qualify for leave under such a policy, the employer shall treat pregnancy, childbirth, false pregnancy, termination of pregnancy, and recovery therefrom as a justification for a leave of absence without pay for a reasonable period of time, at the conclusion of which the employee shall be reinstated to the status which the employee held when the leave began or to a comparable position, without decrease in rate of compensation or loss of promotional opportunities, or any other right or privilege of employment.

h. Effect of State or Local Law or Other Requirements – 34 CFR 106.58

(1) The obligation to comply with 34 CFR 106.58 is not obviated or alleviated by the existence of any State or local law or other requirement which imposes prohibitions or limits upon employment of members of one sex which are not imposed upon members of the other sex.

(2) The employer which provides any compensation, service, or benefit to members of one sex pursuant to a State or local law or other requirement shall provide the same compensation, service, or benefit to members of the other sex.

i. Advertising – 34 CFR 106.59

The employer shall not in any advertising related to employment indicate preference, limitation, specification, or discrimination based on sex unless sex is a bona-fide occupational qualification for the particular job in question.

j. Pre-Employment Inquiries – 34 CFR 106.60

(1) The employer shall not make pre-employment inquiry as to the marital status of an applicant for employment, including whether such applicant is “Miss or Mrs.”

(2) The employer may make pre-employment inquiry as to the sex of an applicant for employment, but only if such inquiry is made equally of such applicants of both sexes and if the results of such inquiry are not used in connection with discrimination prohibited by 34 CFR 106.

k. Sex as a Bona-Fide Occupational Qualification – 34 CFR 106.61

The employer may take action otherwise prohibited by 34 CFR 106 Subpart E provided it is shown that sex is a bona-fide occupational qualification for that action, such that consideration of sex with regard to such action is essential to successful operation of the employment function concerned. The employer shall not take action pursuant to 34 CFR 106.61 which is based upon alleged comparative employment characteristics or stereotyped characterizations of one or the other sex, or upon preference based on sex of the employer, employees, students, or other individuals, but nothing contained in 34 CFR 106.61 shall prevent the employer from considering an employee’s sex in relation to employment in a locker room or toilet facility used only by members of one sex.

5. Effect of Other Federal Provisions – 34 CFR 106.6(a)

a. The obligations imposed by 34 CFR 106 are independent of, and do not alter, obligations not to discriminate on the basis of sex imposed by Executive Order 11246, as amended; sections 704 and 855 of the Public Health Service Act (42 USC 292d and 298b-2); Title VII of the Civil Rights Act of 1964 (42 USC 2000e et seq.); the Equal Pay Act (29 USC 206 and 206(d)); and any other Act of Congress or Federal regulation.

b. Nothing in 34 CFR 106 may be read in derogation of any individual's rights under Title VII of the Civil Rights Act of 1964, 42 USC 2000e et seq. or any regulations promulgated thereunder.

C. Grievance Procedures

1. Upon receiving a complaint alleging sexual harassment, the employer shall review the alleged conduct to determine whether to apply the grievance procedure for Title VII or Title IX outlined in Regulation 1552. When making this determination, the Superintendent or designee should consult with the Board Attorney to determine which definition of sexual harassment (Title VII, Title IX, or both), applies to the alleged conduct. If the alleged conduct is addressed by both definitions, the employer shall proceed with the grievance procedure outlined for Title IX in Section B. of Regulation 1552.

a. Title VII of the Civil Rights Act of 1964 – 29 CFR 1604

(1) Upon receipt of a complaint of sexual harassment under Title VII, the employer shall follow the grievance procedure outlined in Section A. of Regulation 1552.

b. Title IX of the Education Amendments of 1972 – 34 CFR 106

(1) Upon receipt of a complaint of sexual harassment under Title IX, the employer shall follow the grievance procedure outlined in Section B. of Regulation 1552.

(2) The employer must provide to applicants for employment, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the employer notice of the employer's Title IX grievance procedures and grievance process, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the employer will respond.

29 CFR 1604
34 CFR 106

Adopted: March 17, 2026

1552 SEXUAL HARASSMENT – STAFF (M)

The Board of Education will not tolerate sexual harassment of employees by other school employees or third parties. The employer shall investigate and resolve allegations of sexual harassment pursuant to Title VII of the Civil Rights Act of 1964 (29 CFR 1604); Title IX of the of the Education Amendments of 1972 (34 CFR 106); Policy 1552; and this Regulation.

A. Title VII of the Civil Rights Act of 1964 – 29 CFR 1604

1. Sexual Harassment – 29 CFR 1604.11

a. Definition of Sexual Harassment – Title VII

(1) Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

(a) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,

(b) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or

(c) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

b. With respect to conduct between fellow employees, an employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can show that it took immediate and appropriate corrective action.

c. The employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action.

d. The employer should take all steps necessary to prevent sexual harassment from occurring, such as affirmatively raising the subject, expressing strong disapproval, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment under Title VII, and developing methods to sensitize all concerned.

(1) The employee may submit a complaint, under 29 CFR 1604 to the Affirmative Action Officer.

(2) Upon receipt of the complaint the employer shall initiate the grievance procedure in accordance with Regulation 1552.

e. Where employment opportunities or benefits are granted because of an individual's submission to the employer's sexual advances or requests for sexual favors, the employer may be held liable for unlawful sex discrimination against other individuals who were qualified for but denied that employment opportunity or benefit.

2. Grievance Procedure for Title VII Complaints

The following grievance procedure shall be used for an allegation(s) of sexual harassment:

a. Reporting of Sexual Harassment Conduct

(1) Any individual with any information regarding actual and/or potential sexual harassment of an employee must report the information to the Principal, their immediate supervisor, the Title IX Coordinator, or the Affirmative Action Officer. The employer's Title IX Coordinator and the Affirmative Action Officer may be the same individual.

(2) The employer can learn of sexual harassment through other means such as from a witness to an incident, an anonymous letter, or a telephone call.

(3) The report may be made: in person; in writing; verbally by telephone; by mail to the office address; or by electronic mail. The report may be reported during business or non-business hours.

(4) A report to the Principal or an immediate supervisor will be forwarded to the Superintendent or designee and Affirmative Action Officer within one working day, even if the Principal or immediate supervisor feels sexual harassment conduct was not present.

(5) In the event the report alleges conduct by the Principal or the Affirmative Action Officer, the report shall be submitted to the Superintendent who will designate a school official to assume the Principal's or Affirmative Action Officer's responsibilities.

b. Affirmative Action Officer's Investigation

(1) Upon receipt of any report of potential sexual harassment conduct, the Affirmative Action Officer will begin an immediate investigation. The Affirmative Action Officer will promptly investigate all alleged complaints of sexual harassment, whether or not a formal grievance is filed, and steps will be taken to resolve the situation, if needed. This

investigation will be prompt, thorough, and impartial. The investigation will be completed no more than ten working days after receiving notice.

(2) When an employee provides information about possible sexual harassment, the Affirmative Action Officer will initially discuss what actions the employee seeks in response to the sexual harassment.

(3) The investigation may include, but is not limited to, interviews with all individuals with potential knowledge of the alleged conduct, interviews with any employee(s) who may have been sexually harassed in the past by the employee, and any other reasonable methods to determine if sexual harassment conduct existed.

(4) The Affirmative Action Officer may request an employee involved in the investigation to assist in the investigation.

(5) The Affirmative Action Officer will provide a copy of Policy 1552 and this Regulation to all individuals who are interviewed with potential knowledge, upon request, and to any other individual the Affirmative Action Officer feels would be served by a copy of such documents.

(6) Any individual interviewed by the Affirmative Action Officer may be provided an opportunity to present witnesses and other evidence.

(7) The Affirmative Action Officer and/or Superintendent will contact law enforcement agencies if the conduct could potentially be criminal in nature.

(8) The employer may take interim measures during an investigation of a complaint.

(9) The Affirmative Action Officer will consider particular issues of welcomeness based on the allegations.

c. Investigation Results

(1) Upon the conclusion of the investigation, but not later than ten working days after reported to the Affirmative Action Officer, the Affirmative Action Officer will prepare a summary of findings to the parties. At a minimum, this summary shall include the individual(s) providing notice to the employer and the employee(s) who was alleged to be sexually harassed.

(2) The Affirmative Action Officer shall make a determination whether sexual harassment conduct was present.

(3) If the Affirmative Action Officer concludes sexual harassment conduct was not, or is not present, the investigation is concluded.

(4) If the Affirmative Action Officer determines that sexual harassment has occurred, the employer shall take reasonable and effective corrective action, including steps tailored to the specific situation. Appropriate steps will be taken to end the harassment such as counseling, warning, and/or disciplinary action. The steps will be based on the severity of the harassment or any record of prior incidents or both. A series of escalating consequences may be necessary if the initial steps are ineffective in stopping the harassment.

(5) In the event the Affirmative Action Officer determines a hostile environment exists, the Superintendent shall take steps to eliminate the hostile environment. The employer may need to deliver special training or other interventions to repair the educational environment. Other measures may include directing the harasser to apologize to the employee that was sexually harassed, dissemination of information, distribution of new policy statements or other steps to communicate the message that the employer does not tolerate sexual harassment and will be responsive to any employee that reports such conduct.

(6) In some situations, the employer may need to provide other services to the employee that was sexually harassed, if necessary, to address the effects of the sexual harassment on that employee. Depending on the type of sexual harassment found, these additional services may include an independent reassessment of the work performance of the employee that was sexually harassed, counseling, and/or other measures that are appropriate to the situation.

(7) The Superintendent will take steps to avoid any further sexual harassment and to prevent any retaliation against the employee who made the complaint, was the subject of the sexual harassment, or against those who provided the information or were witnesses.

(a) The Affirmative Action Officer will inform the employee that was sexually harassed to report any subsequent problems and will make follow-up inquiries to see if there have been any new incidents or retaliation.

(8) All sexual harassment grievances and accompanied investigation notes will be maintained in a confidential file by the Affirmative Action Officer.

d. Affirmative Action Officer's Investigation Appeal Process

(1) Any individual found by the Affirmative Action Officer's investigation to be guilty of sexual harassment conduct, or any individual who believes they were sexually harassed but not supported by the Affirmative Action Officer's investigation, may appeal to the Superintendent.

(a) The Superintendent will make their determination within ten working days of receiving the appeal.

(2) Any individual who is not satisfied with the Superintendent's determination may appeal in writing to the Board.

(a) The Board will make its determination within forty-five calendar days of receiving an appeal from the Superintendent's determination.

3. United States Equal Employment Opportunity Commission (EEOC) Case Resolution

Individuals not satisfied with the resolution of a Title VII allegation of sexual harassment by the employer may request the EEOC to investigate the allegations.

a. Any alleged victim of sexual harassment may appeal a decision of the Affirmative Action Officer, Superintendent, or the employer to the EEOC.

b. Any individual may report an allegation of sexual harassment to the EEOC at any time. If the EEOC is asked to investigate or otherwise resolve incidents of sexual harassment of employees, the EEOC will consider whether:

(1) The employer has a policy prohibiting sexual harassment and a grievance procedure;

(2) The employer has appropriately investigated or otherwise responded to allegations of sexual harassment; and

(3) The employer has taken immediate and appropriate corrective action responsive to quid pro quo or hostile environment sexual harassment.

B. Title IX of the of the Education Amendments of 1972 – 34 CFR 106

1. Definitions – 34 CFR 106.30

a. For the purpose of Section B. of this Regulation and in accordance with 34 CFR 106:

(1) "Sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

(a) An employee of the employer conditioning the provision of an aid, benefit, or service of the employer on an employee's participation in unwelcome sexual conduct;

(b) Unwelcome conduct determined by a reasonable individual to be so severe, pervasive, and objectively offensive that it effectively denies an individual equal access to the employer's education program or activity; or

(c) "Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8), or "stalking" as defined in 34 USC 12291(a)(30).

(2) "Complainant" means an employee currently employed by the employer who is alleged to be the victim of conduct that could constitute sexual harassment.

(3) "Decision-maker" (34 CFR 106.45(b)(7)) means an employee(s) who is not the Title IX Coordinator or the employee who conducted the investigation, designated by the Superintendent, to objectively evaluate the relative evidence and reach conclusions about whether the respondent is responsible for the alleged sexual harassment in accordance with the provisions of 34 CFR 106.

(4) "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the employer investigate the allegation of sexual harassment. The phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the employer) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the individual filing the formal complaint.

(5) "Investigator" (34 CFR 106.45(b)(5)) means an employee(s) who may be the Title IX Coordinator and who is not a decision-maker designated by the Superintendent to investigate alleged sexual harassment in accordance with 34 CFR 106. The investigator may be the employer's Affirmative Action Officer only if the Affirmative Action Officer is not the Title IX decision-maker.

(6) "Program or activity" and "program" (34 CFR 106.2(h)(2)(ii)) means all of the operations of a local educational agency (as defined in 20 USC 8801), system of vocational education, or other school system.

(a) "Education program or activity" (34 CFR 106.44(a)) includes locations, events, or circumstances over which the employer exercised substantial control over both the respondent and the context in which the sexual harassment occurs.

(7) "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

(8) “Title IX Coordinator” (34 CFR 106.8(a)) means an individual designated and approved by the employer to coordinate its efforts to comply with its responsibilities under 34 CFR 106, Policy 1552, and this Regulation. The individual must be referred to as the “Title IX Coordinator” and may also be the investigator but cannot be the decision-maker.

2. Employer’s Response to Sexual Harassment – 34 CFR 106.44

a. The employer with actual knowledge of sexual harassment in an education program or activity of the employer against an individual in the United States, must respond promptly in a manner that is not deliberately indifferent.

(1) The employer has “actual knowledge” when an employee receives a complaint of sexual harassment or an employee is aware of behavior that could constitute sexual harassment.

(a) Any school employee who receives a complaint of sexual harassment or is aware of behavior that could constitute sexual harassment is required to report that information to the Title IX Coordinator.

(2) The employer is deliberately indifferent only if the employer’s response to sexual harassment is clearly unreasonable in light of the known circumstances, pursuant to 34 CFR 106.44(a).

The United States Department of Education Office of Civil Rights may not deem the employer to have satisfied the employer’s duty to not be deliberately indifferent under 34 CFR 106 based on the employer’s restriction of rights protected under the United States Constitution, including the First Amendment, Fifth Amendment, and Fourteenth Amendment.

b. Informal Resolution – 34 CFR 106.45

(1) The employer may not require as a condition of employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment. Similarly, the employer may not require the parties to participate in an informal resolution process and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility, the employer may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the employer:

(a) Provides to the parties a written notice disclosing: the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided;

however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared; and

(b) Obtains the parties' voluntary, written consent to the informal resolution process.

3. Grievance Process - 34 CFR 106.45

a. The employer will use the grievance process outlined in 34 CFR §106.45 and this Regulation to address formal complaints of sexual harassment.

b. Parents, students, unions and associations, and staff members shall receive notice of the grievance procedures and the Title IX Coordinator's name or title, office, address, email address, and telephone number in accordance with 34 CFR 106.8(a).

c. The employer's grievance process may, but need not, provide for a hearing pursuant to 34 CFR 106.45(b)(6)(ii).

d. The Title IX Coordinator must promptly contact the complainant in accordance with 34 CFR 106.44(a).

e. In response to a formal complaint, the employer will follow a grievance process that complies with 34 CFR 106.45.

(1) Upon receipt of a formal complaint, the Title IX Coordinator shall provide written notice to the parties who are known in accordance with 34 CFR 106.45(b)(2)(i).

(2) The Title IX Coordinator shall provide the investigator with a copy of the formal complaint if the Title IX Coordinator is not the investigator.

(3) The investigator shall investigate the allegations contained in a formal complaint pursuant to 34 CFR 106.45(b).

f. The investigator shall create an investigative report in accordance with the provisions of 34 CFR 106.45(b)(5)(vii).

(1) The investigator will attempt to collect all relevant information and evidence.

(2) While the investigator will have the burden of gathering evidence, it is crucial that the parties present evidence and identify witnesses to the investigator so that they may be considered during the investigation.

(3) While all evidence gathered during the investigative process and obtained through the exchange of written questions will be considered, the decision-maker may in their discretion grant lesser weight to last minute information or evidence introduced through the exchange of written questions that was not previously presented for investigation by the investigator.

(4) To the greatest extent possible, and subject to Title IX, the employer will make reasonable accommodations in an investigation to avoid potential re-traumatization of a complainant.

(5) The investigative report shall be provided to the decision-maker in accordance with the provisions of 34 CFR 106.45(b)(6)(ii).

g. The decision-maker, who cannot be the same person as the Title IX Coordinator or the investigator, shall issue a written determination regarding responsibility pursuant to 34 CFR 106.45(b)(7).

(1) To reach this determination, the decision-maker will apply the preponderance of the evidence standard, which shall be the same standard of evidence for formal complaints against students as for formal complaints against employees, including faculty, and apply the same standard of evidence to all formal complaints of sexual harassment pursuant to 34 CFR 106.45(b)(1)(vii).

(2) The decision-maker will facilitate a written question and answer period between the parties.

(a) Each party may submit their written questions for the other party and witnesses to the decision-maker for review.

(b) The questions must be relevant to the case and the decision-maker will determine if the questions submitted are relevant and will then forward the relevant questions to the other party or witnesses for a response.

(c) The decision-maker shall then review all the responses, determine what is relevant or not relevant, and issue a decision as to whether the respondent is responsible for the alleged sexual harassment.

(d) The decision-maker will issue a written determination following the review of evidence. The written determination will include:

REGULATION

LIVINGSTON BOARD OF EDUCATION

Administration
1552/Page 10 of 15
SEXUAL HARASSMENT - STAFF (M)

(i) Identification of allegations potentially constituting sexual harassment as defined in Policy and Regulation 1552 and 34 CFR 106.30;

(ii) A description of the procedural steps taken from the receipt of the complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;

(iii) Findings of fact supporting the determination, conclusions regarding the application of this formal grievance process to the facts; and

(iv) A statement of and rationale for the result as to each allegation, including any determination regarding responsibility, any disciplinary sanctions the decision-maker imposed on the respondent that directly relate to the complainant, and whether remedies designed to restore or preserve equal access to the employer's education program or activity will be provided to the complainant; and procedures and permissible bases for the parties to appeal the determination.

(e) The written determination will be provided to the parties simultaneously.

(f) Notwithstanding a temporary delay of the grievance procedure or the limited extension of the grievance procedure time frames with good cause, the written determination shall be provided within sixty calendar days from receipt of the complaint.

(i) The sixty calendar day time frame does not include the appeal process.

4. Appeals – 34 CFR 106.45(b)(8)

a. The employer will offer both parties an appeal from a determination regarding responsibility, and from the Title IX Coordinator's dismissal of a formal complaint or any allegations therein in accordance with 34 CFR 106.45(b)(8)(i).

b. As to all appeals, the employer will comply with the requirements of 34 CFR 106.45(b)(8).

c. The Superintendent shall designate an appeal officer for each appeal filed.

(1) The appeal officer shall not be the same individual as the decision-maker that reached the determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator in accordance with 34 CFR 106.45(b)(8)(iii)(B).

(2) Ensure that the appeal officer complies with the standards set forth in 34 CFR 106.45(b)(1)(iii).

REGULATION

LIVINGSTON BOARD OF EDUCATION

Administration
1552/Page 11 of 15
SEXUAL HARASSMENT - STAFF (M)

- d. The employer shall give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
- e. The employer shall administer the appeal process, but is not a party and will not advocate for or against any appeal.
- f. A party may appeal only on the following grounds and the appeal shall identify the reason(s) why the party is appealing:
- (1) There was a procedural error in the hearing process that materially affected the outcome;
 - (a) Procedural error refers to alleged deviations from employer policy, and not challenges to policies or procedures themselves;
 - (2) There is new evidence that was not reasonably available at the time of the hearing and that could have affected the outcome;
 - (3) The decision-maker had a conflict of interest or bias that affected the outcome;
 - (4) The determination regarding the policy violation was unreasonable based on the evidence before the decision-maker:
 - (a) Appealing on this basis is available only to a party who participated in the hearing; and
 - (5) The sanctions were disproportionate to the hearing officer's findings.
 - (6) The employer may offer an appeal equally to both parties on additional bases.
- g. The appeal must be submitted in writing to the Title IX Coordinator within ten calendar days following the issuance of the notice of determination.
- h. The appeal must identify the ground(s) for appeal and contain specific arguments supporting each ground for appeal.
- i. The Title IX Coordinator shall notify the other party of the appeal, and that other party shall have an opportunity to submit a written statement in response to the appeal, within ten calendar days.
- j. The Title IX Coordinator shall inform the parties that they have an opportunity to meet with the appeal officer separately to discuss the proportionality of the sanction.

k. The appeal officer shall decide the appeal considering the evidence presented at the hearing, the investigation file, and the appeal statements of both parties.

l. In disproportionate sanction appeals, input the parties provided during the meeting may also be considered.

m. The appeal officer shall summarize their decision in a written report that will be sent to the complainant and respondent within twenty calendar days of receiving the appeal.

5. Supportive Measures – 34 CFR 106.30

a. “Supportive measures” mean non-disciplinary, non-punitive, individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed pursuant to 34 CFR 106.30(a).

b. The employer’s response must treat complainants and respondents equitably by offering supportive measures as defined in 34 CFR 106.30 to a complainant, and by following a grievance process that complies with 34 CFR 106.45 before the imposition of any disciplinary sanctions or other actions that are not supportive measures as defined in 34 CFR 106.30, against a respondent.

c. The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures as defined in 34 CFR 106.30, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

(1) Supportive measures shall be available to the complainant, respondent, and as appropriate, witnesses or other impacted individuals.

d. The Title IX Coordinator shall maintain consistent contact with the parties to ensure that safety, emotional well-being and physical well-being are being addressed.

e. Generally, supportive measures are meant to be short-term in nature and will be re-evaluated on a periodic basis.

(1) To the extent there is a continuing need for supportive measures after the conclusion of the resolution process, the Title IX Coordinator will work with appropriate employer resources to provide continued assistance to the parties.

f. The employer is required to offer supportive measures to the complainant even if the respondent ceased being employed by the employer prior to the filing of a formal complaint.

(1) If the respondent ceases to be employed by the employer after a formal complaint is filed, the employer may dismiss the complaint, but must still offer supportive measures to the complainant pursuant to 34 CFR 106.45(b)(3)(ii).

6. Remedies - 34 CFR 106.45

a. The Title IX Coordinator shall be responsible for effective implementation of any remedies in accordance with 34 CFR 106.45(b)(7)(iv).

b. Following receipt of the written determination from the decision-maker, the Title IX Coordinator will facilitate the imposition of sanctions, if any, the provision of remedies, if any, and to otherwise complete the formal resolution process.

(1) Emergency Removal

Nothing in 34 CFR 106 precludes the employer from removing a respondent from the employer's education program or activity on an emergency basis, provided that the employer undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

(2) Administrative Leave

Nothing in 34 CFR 106 Subpart D precludes the employer from placing an employee on administrative leave during the pendency of a grievance process that complies with 34 CFR 106.45. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

c. The Superintendent or designee, after consultation with the Title IX Coordinator, will determine the sanctions imposed and remedies provided, if any.

(1) The imposition of sanctions or provisions of remedies will be revisited by the Title IX Coordinator following the appeal officer's decision, as appropriate.

d. The Title IX Coordinator must provide written notice to the parties simultaneously.

e. The employer must disclose to the complainant the sanctions imposed on the respondent that directly relate to the complainant when such disclosure is necessary to ensure equal access to the employer's education program or activity.

(1) Remedies and supportive measures that do not impact the respondent should not be disclosed in the written determination; rather the determination should simply state that remedies will be provided to the complainant.

f. It is important to note that conduct that does not meet the criteria under Title IX may violate other Federal or State laws or employer policies regarding employee misconduct or may be inappropriate and require an immediate response in the form of supportive measures and remedies to prevent its recurrence and address its effects.

7. Recordkeeping – 34 CFR 106.45(b)(10)

a. The employer must maintain for a period of seven years records of:

(1) Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript required under 34 CFR 106.45(b)(6)(i), any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the employer's education program or activity;

(2) Any appeal and the result therefrom;

(3) Any informal resolution and the result therefrom; and

(4) All materials used to train Title IX Coordinators, investigators, decision-makers, and any individual who facilitates an informal resolution process. The employer must make these training materials publicly available on its website, or if the employer does not maintain a website the employer must make these materials available upon request for inspection by members of the public.

b. For each response required under 34 CFR 106.44, the employer must create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the employer must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the employer's education program or activity. If the employer does not provide a complainant with supportive measures, then the employer must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The

documentation of certain bases or measures does not limit the employer in the future from providing additional explanations or detailing additional measures taken.

8. Compliance

The Superintendent or designee shall consult with the Board Attorney to ensure the employer's response to any allegations of sexual harassment and the employer's grievance process are in accordance with 34 CFR 106.44 and 34 CFR 106.45.

9. Training

a. The Superintendent or designee shall ensure that Title IX Coordinators, investigators, decision-makers, appeal officers, and any person who facilitates an informal resolution process, receive training in accordance with 34 CFR 106.45(b)(1)(iii).

(1) The employer must ensure that decision-makers receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in 34 CFR 106.45(b)(6).

(2) The employer also must ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in 34 CFR 106.45 (b)(5)(vii). Any materials used to train Title IX Coordinators, investigators, decision-makers, and any individual who facilitates an informal resolution process, must not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment.

Adopted: March 17, 2026

TITLE I – DISTRICT-WIDE PARENT AND FAMILY ENGAGEMENT (M)

2415.04 TITLE I – DISTRICT-WIDE PARENT AND FAMILY ENGAGEMENT (M)

In support of strengthening student academic achievement, each school district that receives Title I, Part A funds must develop jointly with, agree on, and distribute to, parents of participating children a written parent and family engagement policy that contains information required by Section 1116(a)(2) of the Elementary and Secondary Education Act (ESEA). This Policy establishes the school district's expectations for parent and family engagement, describes how the school district will implement a number of specific parent and family engagement activities, and is incorporated into the school district's Annual School Plan (ASP).

A. General Expectations

1. The school district agrees to implement the following statutory requirements:
 - a. The school district will put into operation programs, activities, and procedures for the involvement of parents in all its schools with Title I, Part A programs, consistent with Section 1116 of the ESEA. These programs, activities, and procedures will be planned and operated with meaningful consultation with parents of participating children.
 - b. Consistent with Section 1116 of the ESEA, the school district will work with its schools to ensure that the required school-level parent and family engagement policies meet the requirements of Section 1116(b) of the ESEA, and each include, as a component, a school-parent compact consistent with Section 1116(d) of the ESEA.
 - c. The school district will incorporate this district-wide parent and family engagement policy into its school district's plan developed under Section 1112 of the ESEA.
 - d. In carrying out the Title I, Part A parent and family engagement requirements, to the extent practicable, the school district and its schools will provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities, and parents of migratory children, including providing information and school reports required under Section 1111 of the ESEA in an understandable and uniform format and, including alternative



TITLE I – DISTRICT-WIDE PARENT AND FAMILY ENGAGEMENT (M)

formats upon request, and, to the extent practicable, in a language parents understand.

- e. If the school district's plan for Title I, Part A, developed under Section 1112 of the ESEA, is not satisfactory to the parents of participating children, the school district will submit any parent comments with the plan if requested by the New Jersey Department of Education (NJDOE).
- f. The school district will involve the parents of children served in Title I, Part A schools in decisions about how the one percent of Title I, Part A funds reserved for parent and family engagement is spent, and will ensure that not less than ninety percent of the one percent reserve goes directly to the schools.
- g. The school district will be governed by the following statutory definition of parent and family engagement, and expects that its Title I schools will carry out programs, activities, and procedures in accordance with this definition:
 - (1) "Parent and family engagement" means the participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring:
 - (a) That parents play an integral role in assisting their child's learning;
 - (b) That parents are encouraged to be actively involved in their child's education at school;
 - (c) That parents are full partners in their child's education and are included, as appropriate, in decision-making and on advisory committees to assist in the education of their child; and
 - (d) The carrying out of other activities, such as those described in Section 1116 of the ESEA.



TITLE I – DISTRICT-WIDE PARENT AND FAMILY ENGAGEMENT (M)

- B. Description of How District Will Implement Required District-Wide Parent and Family Engagement Policy Components
1. The school district will take the following actions to involve parents in the joint development of its district-wide parent and family engagement plan under Section 1112 of the ESEA:
(List actions)
 - a. Parent and student survey
 - b. Follow-up consultation with selected respondents
 - c. Make adjustments based on feedback
 2. The school district will take the following actions to involve parents in the process of school review and improvement under Section 1116 of the ESEA:
(List actions)
 - a. Parent and student survey
 - b. Follow-up consultation with selected respondents
 - c. Make adjustments based on feedback
 3. The school district will provide the following necessary coordination, technical assistance, and other support to assist Title I, Part A schools in planning and implementing effective parent and family engagement activities to improve student academic achievement and school performance:
(List activities)
 - a. Translated materials for parents
 - b. Administrators share out on parent feedback from meetings of various parent groups
 4. The school district will take the following actions to conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of this parent and family engagement policy in improving the quality of its Title I, Part A schools. The evaluation will include identifying barriers to greater participation by parents in parent and family engagement activities (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority



TITLE I – DISTRICT-WIDE PARENT AND FAMILY ENGAGEMENT (M)

background). The school district will use the findings of the evaluation about its parent and family engagement policy and activities to design strategies for more effective parent and family engagement, and to revise, if necessary (and with the involvement of parents) its parent and family engagement policies.

(List actions, such as describing how the evaluation will be conducted, identifying who will be responsible for conducting it, and explaining what role parents will play)

- a. Survey (as stated above)
- b. School Equity Team meetings

5. The school district will build the schools' and parents' capacity for strong parent and family engagement, in order to ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, through the following activities specifically described below:

- a. The school district will, with the assistance of its Title I, Part A schools, provide assistance to parents of children served by the school district or school, as appropriate, in understanding topics such as the following, by undertaking the actions described in this paragraph:

- (1) The challenging State academic standards;
- (2) The State and local academic assessments including alternate assessments;
- (3) The requirements of Title I, Part A;
- (4) How to monitor their child's progress; and
- (5) How to work with educators:
(List activities, such as workshops, conferences, classes, both in-State and out-of-State, including any equipment or other materials that may be necessary to ensure success.)

- a. *Back to School Night*
- b. *Teacher Schoology Pages*



TITLE I – DISTRICT-WIDE PARENT AND FAMILY ENGAGEMENT (M)

C. Adoption

This Policy has been developed jointly with, and agreed on with, parents of children participating in Title I, Part A programs, as evidenced by the Superintendent of Schools or designee. This Policy was adopted by the Board of Education on the adoption date noted at the end of this Policy and will be in effect for the period of one year and will be updated as needed on an annual basis. The school district will distribute this Policy to all parents of participating Title I, Part A children on or before October 1 of each school year.

Elementary and Secondary Education Act, Title I, Section 1116(a)(2)

No Child Left Behind §1116

Adopted: 16 August 2010

Revised: 20 October 2014

Revised: March 17, 2026



2415.20 EVERY STUDENT SUCCEEDS ACT COMPLAINTS (M)

The Every Student Succeeds Act (ESSA) reauthorized the Elementary and Secondary Education Act of 1965 (ESEA). A Board of Education shall adopt a policy and written procedures for resolving a written complaint presented by an individual or organization that alleges violations in the administration of the ESSA programs as identified by the New Jersey Department of Education (NJDOE).

Policy and Regulation 2415.20 set forth the requirements for resolving complaints presented by any individual or organization that:

1. A school, school district, other agency authorized by the school district, or by the NJDOE violated the administration of education programs required by the ESEA as amended by the ESSA; and/or
2. The NJDOE violated the administration of education programs required by the ESEA as amended by the ESSA.

Complaints regarding nonpublic school officials alleging school district noncompliance must pertain to at least one of the following three specific reasons:

1. The school district did not engage in consultation that was meaningful and timely;
2. The school district did not give due consideration to the views of the nonpublic school officials; or
3. The school district did not make a decision that treats the nonpublic school or its students equitable and in accordance with ESEA Section 1117 or Section 8501.

A complaint shall be written and must identify, at a minimum, the alleged ESEA violation; a description of previous steps taken to resolve the matter; the facts supporting the alleged violation as understood by the complainant at the time of submission; and any supporting documentation.

A complaint alleging a school in the district, school district, or other agency authorized by the school district, or the NJDOE violated the administration of a program must be submitted to the Director of Curriculum and Instruction. The Director of Curriculum and Instruction shall be responsible for coordinating the investigation of the complaint. The Director of Curriculum and Instruction shall submit a written report regarding the outcome of the investigation to the complainant.



If the complainant is not satisfied with the school district's investigation, the complainant must submit a written complaint to the Executive County Superintendent for the county in which the school district is located. This process does not apply to alleged violations concerning the participation of nonpublic school children.

The Executive County Superintendent will coordinate the investigation of a complaint. When the investigation is complete, the Executive County Superintendent will notify the complainant in writing of its outcome. If it is determined a violation has occurred, the Executive County Superintendent will identify and impose the appropriate consequences or corrective action in accordance with statute and/or regulation to resolve the complaint. If the complainant is not satisfied with the determination that is made by the Executive County Superintendent, the complainant may submit a written request for review of that determination to the Assistant Commissioner.

A complaint alleging the NJDOE violated the administration of a program must be submitted to the designated New Jersey Department of Education Assistant Commissioner. The appropriate NJDOE Office assigned by the Assistant Commissioner will coordinate the investigation of a complaint. When the investigation is complete, the Assistant Commissioner will notify the complainant in writing regarding the outcome of the investigation. If it is determined a violation has occurred, the Assistant Commissioner will identify and impose the appropriate consequences or corrective actions as required by statute and/or regulation to resolve the complaint.

If a complainant does not agree with the NJDOE's decision, the complainant may appeal to the Secretary of the United States Department of Education.

To initiate a complaint regarding participation of nonpublic school children, a complainant must submit a written complaint to the NJDOE Nonpublic Ombudsman in accordance with NJDOE procedures.

New Jersey Department of Education Elementary and Secondary Education Act (ESEA)
Complaint Policy and Procedure

Adopted: 16 August 2010
Revised: March 17, 2026



POLICY

LIVINGSTON
BOARD OF EDUCATION

Program
2415.20/Page 3 of 3
EVERY STUDENT SUCCEEDS ACT COMPLAINTS (M)(M)



2415.20 EVERY STUDENT SUCCEEDS ACT COMPLAINTS (M)

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

- A. Complaint Procedure Alleging a Violation by a School, School District, or Other Agency Authorized by the School District or the New Jersey Department of Education (NJDOE)
1. A complaint is an allegation submitted in writing (mail or email) by an individual or organization that a school, school district, or other agency authorized by the school district or the NJDOE has violated the law in the administration of education programs required by the ESSA.
 2. A complaint must identify at a minimum the following:
 - a. The alleged ESSA violation;
 - b. A description of previous steps taken to resolve the matter;
 - c. The facts supporting the alleged violation as understood by the complainant at the time of submission; and
 - d. Any supporting documentation (e.g., letters, emails, logs, agenda, meeting minutes).
 3. A complaint must be submitted to the Executive County Superintendent for the county where the school, school district, or other authorized agency is located.
 4. When a written complaint is received by the Executive County Superintendent, the Executive County Superintendent will issue a Letter of Acknowledgement to the complainant within ten calendar days of receipt of the complaint. This letter will contain the following information:
 - a. The date the complaint was received;
 - b. A brief statement of the manner in which the Executive County Superintendent will investigate the complaint;
 - c. If necessary, a request for additional information regarding the complaint.
 - d. A resolution date within forty-five calendar days from the date the written complaint was received by the Executive County Superintendent; and
 - e. The name and telephone number of a contact person for status updates.
 5. The Executive County Superintendent will coordinate the investigation of a complaint.



EVERY STUDENT SUCCEEDS ACT COMPLAINTS (M)

6. When the investigation is complete, the Executive County Superintendent will notify the complainant in writing regarding the outcome of the investigation.
 - a. If the Executive County Superintendent determines a violation has occurred, the Executive County Superintendent will identify and impose the appropriate consequences or corrective action as required in accordance with statute and/or regulation to resolve the complaint.
 - b. If the complainant is not satisfied with the determination that is made by the Executive County Superintendent, the complainant may submit a written request for review of that determination to the Assistant Commissioner, Division of Learning Supports and Specialized Services via email at essa@doe.nj.gov with subject line "ESEA Complaint Decision Review" or via hard copy at the following address:

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

- B. Complaint Procedure Alleging a Violation by the New Jersey Department of Education (NJDOE)
 1. A complaint is a written allegation that the NJDOE has violated the law in the administration of education programs required by the ESSA.
 2. A complaint must identify at a minimum the following:
 - a. The alleged ESSA violation;
 - b. A description of previous steps taken to resolve the matter;
 - c. The facts supporting the alleged violation as understood by the complainant at the time of submission; and
 - d. Any supporting documentation (e.g., letters, emails, logs, agenda, meeting minutes).
 3. To initiate a complaint alleging the NJDOE has violated the administration of an ESEA program, a complainant must submit a written complaint to the New Jersey Department of Education – Assistant Commissioner, Division of Learning Supports and Specialized Services via email at essa@doe.nj.gov with subject line "ESEA Complaint" or via hard copy sent to the following address:



Program
2415.20/Page 3 of 4
EVERY STUDENT SUCCEEDS ACT COMPLAINTS (M)

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

4. When a written complaint is received by the NJDOE, an Assistant Commissioner will assign the investigation of this complaint to the appropriate office. The NJDOE will issue a Letter of Acknowledgement to the complainant within ten calendar days of receipt of the complaint. This letter shall contain the following information:
 - a. The date the complaint was received;
 - b. A brief statement of the manner in which the NJDOE will investigate the complaint;
 - c. If necessary, request for additional information regarding the complaint;
 - d. A resolution date within forty-five calendar days from the date the complaint was received; and
 - e. The name and telephone number of a contact person for status updates.

5. The NJDOE Office assigned by the Assistant Commissioner to investigate a complaint concerning an alleged violation by the NJDOE will coordinate the investigation of the complaint. When the investigation is complete, the Assistant Commissioner will notify the complainant in writing regarding the outcome of the investigation.
 - a. If the NJDOE Office assigned by the Assistant Commissioner of Education determines a violation by the NJDOE has occurred after conducting an investigation, the Assistant Commissioner will identify and impose appropriate consequences or corrective action in accordance with the statute and/or regulation to resolve the complaint.
 - b. If the complainant is not satisfied with the NJDOE's decision, the complainant may request a review of the NJDOE's decision to the Secretary of the United States Department of Education (USDOE). The complainant may send the request, reasons supporting the request, and a copy of NJDOE's resolution to the following address:



REGULATION

LIVINGSTON
BOARD OF EDUCATION

Program
2415.20/Page 4 of 4
EVERY STUDENT SUCCEEDS ACT COMPLAINTS (M)

Secretary, United States Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-4611

New Jersey Department of Education – Every Student Succeeds Act (ESSA) in New Jersey ESEA Complaint Policy and Procedures

Adopted: March 17, 2026



TITLE I – SCHOOL PARENT AND FAMILY ENGAGEMENT (M)

2415.50 TITLE I – SCHOOL PARENT AND FAMILY ENGAGEMENT (M)

A. District Expectations

1. In accordance with the requirements of Title I, Section 1116(a)(2), ESEA, the Board of Education agrees to implement the following statutory requirements:
 - a. The school district will put into operation programs, activities, and procedures for the involvement of parents in all its schools with Title I, Part A programs. These programs, activities, and procedures will be planned and operated with meaningful consultation with parents of participating children.
 - b. The school district will work with its schools to ensure the required school-level parent and family engagement policies meet the Title I, Part A requirements, and include, as a component, a school-parent compact.
 - c. The school district will incorporate this School Parent and Family Engagement Policy into its district plan.
 - d. In carrying out the Title I, Part A parent and family engagement requirements, to the extent practicable, the school district and its schools will provide full opportunities for the participation of parents of children with limited English proficiency, parents of children with disabilities, and parents of migratory children, including providing information and school reports in an understandable and uniform format and, including alternative formats upon request, and, to the extent practicable, in a language parents understand.
 - e. If the school district plan for Title I, Part A funds is not satisfactory to the parents of participating children, the school district will submit any parent comments with the plan upon request by the New Jersey Department of Education (NJDOE).
 - f. The school district will involve the parents of children served in Title I schools in decisions about how the one percent of Title I, Part A funds reserved for parent and family engagement is spent, and will ensure that not less than ninety percent of the one percent reserved goes directly to the schools. (Only applicable for districts with Title I, Part A allocations greater than \$500,000.)



TITLE I – SCHOOL PARENT AND FAMILY ENGAGEMENT (M)

g. The school district will be governed by the following statutory definition of parent and family engagement, and expects that its Title I schools will carry out programs, activities, and procedures in accordance with this definition:

(1) “Parent and family engagement” means the participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring:

- (a) That parents play an integral role in assisting their child’s learning;
- (b) That parents are encouraged to be actively involved in their child’s education at school;
- (c) That parents are full partners in their child’s education and are included, as appropriate, in decision-making and on advisory committees to assist in the education of their child; and
- (d) The carrying out of other activities, such as those described in section 1116 of the ESEA.

h. The school district will inform parents and parental organizations of the purpose and existence of the Parental Information and Resource Center in New Jersey.

B. School Parent and Family Engagement Policy Required Components

- 1. The school will take the following actions to involve parents in the joint development of its district/school parent and family engagement plan:
 - a. Letter to parents included in the LHS Student Handbook
 - b. Survey of students & parents involved in Title I funded program.
 - c. Follow up discussions with selected parents to delve further into responses



TITLE I – SCHOOL PARENT AND FAMILY ENGAGEMENT (M)

2. The school will convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under Title I, Part A, and to explain the requirements of this part and the right of the parents to be involved:

Information is shared with parents when their child begins the Title I funded program.

3. The school will offer a flexible number of meetings, such as meetings in the morning or evening, and may provide, with funds provided under Title I, Part A, transportation, child care, or home visits, as such services relate to parent and family engagement:

If parents are unable to meet, provisions are made to accommodate their schedules and have conversations at times convenient to them.

4. The school will provide the following necessary coordination, technical assistance, and other support to assist Title I schools in planning and implementing effective parent and family engagement activities to improve student academic achievement and school performance:

- a. Meetings with administrators, school counselors, and Title I funded program teachers to ensure parents are informed of student progress.
- b. Information in Schoology and Genesis.
- c. Parents contacted via phone and email as needed.

5. The school will build the schools' and parents' capacity for strong parent and family engagement, in order to ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, through the following activities specifically described below:

- a. The school will, with the assistance of its Title I schools, provide assistance to parents of children served by the school district or school, as appropriate, in understanding topics such as the following:

- (1) The challenging state academic standards;



TITLE I – SCHOOL PARENT AND FAMILY ENGAGEMENT (M)

- (2) The state and local academic assessments, including alternate assessments;
 - (3) The requirements of Title I, Part A;
 - (4) How to monitor their child's progress; and
 - (5) How to work with educators to improve the achievement of their children.
 - (a) Family Outreach re: Title I funded program and Placement
 - (b) Family Science Night
6. The school will provide parents of participating children, if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practically possible.
- a. The school will, with the assistance of its Title I schools, provide materials and training to help parents work with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parent and family engagement, by:
 - (1) parent PD sessions in-person and online
 - (2) parent conferences as needed
 - b. The school will, with the assistance of its Title I schools and parents, educate its teachers, student services personnel, principals, other school leaders, and other staff in how to reach out to, communicate with, and work with parents as equal partners, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners to implement and coordinate parent programs and build ties between parents and schools, by:
 - (1) parent PD sessions in-person and online
 - (2) parent conferences as needed



TITLE I – SCHOOL PARENT AND FAMILY ENGAGEMENT (M)

- c. The school will take the following actions to ensure that Title I information related to the school and parent programs, meeting and other activities, is sent to the parents of participating children in an understandable and uniform format, including alternative formats upon request, and, to the extent practicable, in a language the parents can understand:
 - (1) Direct emails to parents
 - (2) District Website
8. The school will take the following actions to conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of this parent and family engagement policy in improving the quality of its Title I schools. The evaluation will include identifying barriers to greater participation by parents in parent and family engagement activities (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background). The school district will use the findings of the evaluation about its parent and family engagement policy and activities to design strategies for more effective parent and family engagement, and to revise if necessary (and with the involvement of parents) its parent and family engagement policies:
 - a. Direct emails to parents
 - b. District Website
 - c. Follow up conversations and conduct surveys as needed by district personnel.
9. The school will take the following actions to involve parents in the process of school review and improvement:
 - a. Follow up conversations and conduct surveys as needed by district personnel.
10. If the Annual School Plan (school-wide program plan) is not satisfactory to the parents of participating children, submit any parent comments on the Annual School Plan (ASP) when the school makes the plan available to the local educational agency:



TITLE I – SCHOOL PARENT AND FAMILY ENGAGEMENT (M)

- a. Appropriate district personnel will use the comments from parent surveys to make adjustments to the plan.

C. Shared Responsibilities for High Student Academic Achievement

As a component of the school-level parent and family engagement policy, each school shall jointly develop with parents for all children served under this part a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. Appropriate personnel will collaboratively address these matters.

D. Discretionary School Parent and Family Engagement Policy Components

1. The School Parent and Family Engagement Policy may include additional paragraphs listing and describing other discretionary activities that the school district, in consultation with its parents, chooses to undertake to build parents' capacity for involvement in the school and school system to support their children's academic achievement, such as the following discretionary activities:
 - a. Involve parents in the development of training for teachers, principals, and other educators to improve the effectiveness of such training.
 - b. Provide necessary literacy training for parents from Title I, Part A funds received, if the school district has exhausted all other reasonably available sources of funding for such training.
 - c. Pay reasonable and necessary expenses associated with parent and family engagement activities, including transportation and childcare costs, to enable parents to participate in school-related meetings and training sessions.
 - d. Train parents to enhance the involvement of other parents.
 - e. In order to maximize parent and family engagement and participation in their children's education, arrange school meetings at a variety of times, or conduct in-home conferences between teachers or other educators, who work directly with participating children, with parents who are unable to attend such conferences at school.
 - f. Adopt and implement model approaches to improve parent and family engagement.



TITLE I – SCHOOL PARENT AND FAMILY ENGAGEMENT (M)

- g. Establish a district-wide parent advisory council to provide advice on all matters related to parent and family engagement in Title I, Part A programs.
- h. Develop appropriate roles for community-based organizations and businesses in parent involvement activities.
- i. Provide other reasonable support for parent and family engagement activities under this section as parents may request:

E. Accessibility

- 1. In carrying out the parent and family engagement requirements of this part, districts and schools, to the extent practicable, shall provide full opportunities for the participation of parents of children with limited English proficiency, parents of children with disabilities, and parents of migratory children, including providing information and school reports required in a format and, to the extent practicable, in a language such parents can understand:
 - a. District Website and Schoology are able to be translated into a variety of languages.
 - b. Translators are provided as needed.

F. Adoption

- 1. This School Parent and Family Engagement Policy has been developed jointly with, and agreed on, parents of children participating in Title I, Part A programs, as evidenced by meeting minutes.
- 2. This Policy was adopted by the Board of Education on the adoption date noted at the end of this Policy and will be in effect for the period of the school year. The school district will distribute this Policy to all parents of participating Title I children on or before October 1 of each school year.

Elementary and Secondary Education Act, Title I, Section 1116(a)(2)

Adopted: March 17, 2026



2440 SUMMER SESSION

The Board of Education may conduct a summer session. A summer session must be approved by the Board of Education and the Executive County Superintendent of Schools and may include:

1. Remedial courses for students who wish to retake a course or subject previously taken and for which credits or placement may be awarded upon successful completion;
2. Advanced courses for students who wish to take a course or subject not previously taken in an approved school district program and for which additional credits or advanced placement may be awarded upon successful completion of the course; and
3. Enrichment courses for students who wish to take a course or subject of a vocational interest and for which no credits are to be awarded.

The Superintendent of Schools will develop a summer session program and submit the proposed program to the Board for approval. The proposed program shall include the details of the summer session including, but not limited to, a list of the courses or programs offered, the hours of operation, the school(s) where the summer session(s) will be operating, any tuition fees to be charged in accordance with the provisions of N.J.A.C. 6A:32-10.3, and projected cost of operation.

A student will be enrolled in a remedial course only on the written recommendation of the Principal of the school the student regularly attends. The recommendation shall state the name of the subject(s) which the student may take and the purpose for which each subject is taken. A student previously retained at grade level may be promoted on successful completion of a required remedial course, but no student shall be required to attend the summer session.

In accordance with the provisions of N.J.A.C. 6A:32-10.3, tuition may be charged to nonresident students enrolled in a summer session course and to resident students enrolled in enrichment courses which carry no credit and are determined by the Executive County Superintendent to have no direct relationship to the curriculum. Tuition may be charged to students domiciled within the district for enrollment in remedial or advanced courses in accordance with the provisions of N.J.S.A. 18A:11-15.

The Superintendent shall develop regulations for the summer session that include provisions for appropriate planning, proper staffing, student assignments, student



POLICY

LIVINGSTON BOARD OF EDUCATION

Program
2440/Page 2 of 2
SUMMER SESSION

evaluation, student records, award of credit, grade placement, and the utilization of facilities. Such regulations for the operation of the summer session shall be consistent with rules of the State Board of Education and Board policies. The operation of the summer session shall not conflict in any way with the administration of the regular school sessions of this district.

N.J.S.A. 18A:11-15; 18A:54B-1 et seq.

N.J.A.C. 6A:32-10.1; 6A:32-10.2; 6A:32-10.3; 6A:32-10.4; 6A:32-10.5

Adopted: March 17, 2026



ACCEPTABLE USE OF COMPUTER NETWORKS/COMPUTERS AND RESOURCES (M)

2361 ACCEPTABLE USE OF COMPUTER NETWORKS/COMPUTERS AND RESOURCES (M)

The Board of Education recognizes that new technologies shift the manner in which information is accessed, communicated, and transferred; these changes will alter the nature of teaching and learning. Access to technology will enable students to explore databases, libraries, Internet sites, and bulletin boards while exchanging information with individuals throughout the world. The Board supports access by students to these information sources but reserves the right to limit in-school use to materials appropriate for educational purposes. The Board directs the Superintendent to provide training to teaching staff members in skills appropriate for analyzing and evaluating resources to determine their appropriateness for educational purposes.

The Board also recognizes that technology enables students to access information sources that have not been pre-screened by educators using Board-approved standards. The Board therefore adopts the following standards of conduct for the use of computer networks and declares unethical, unacceptable, or illegal behavior as just cause for taking disciplinary action, limiting or revoking network access privileges, and/or instituting legal action.

The Board provides access to computer networks/computers for educational purposes only. The Board retains the right to restrict or terminate student access to computer networks/computers at any time, for any reason. School district personnel will monitor networks and online activity to maintain network integrity, ensure proper use, and ensure compliance with Federal and State laws that regulate Internet safety.

Standards for Use of Computer Networks

Students and staff are expected to adhere to the standards of conduct as delineated in the District's Code of Conduct and Student Handbooks. Any individual engaging in the following actions when using computer networks/computers shall be subject to discipline or legal action:

- A. Using the computer networks/computers for illegal, inappropriate, or obscene purposes, or in support of such activities. Illegal activities are defined as activities that violate Federal, State, and local laws and regulations. Inappropriate activities are defined as those that violate the intended use of the networks. Obscene activities shall be defined as a violation of generally accepted social standards for use of publicly owned and operated communication vehicles.
- B. Using the computer networks/computers to violate copyrights, institutional or third-party copyrights, license agreements or other contracts.
- C. Using the computer networks in a manner that:



ACCEPTABLE USE OF COMPUTER NETWORKS/COMPUTERS AND RESOURCES (M)

1. Intentionally disrupts network traffic or crashes the network;
 2. Degrades or disrupts equipment or system performance;
 3. Uses the computing resources of the school district for commercial purposes, financial gain, or fraud;
 4. Steals data or other intellectual property;
 5. Gains or seeks unauthorized access to the files of others or vandalizes the data of another person;
 6. Gains or seeks unauthorized access to resources or entities;
 7. Forges electronic mail messages or uses an account owned by others;
 8. Invades the privacy of others;
 9. Posts anonymous messages;
 10. Possesses any data which is a violation of this Policy; and/or
 11. Engages in other activities that do not advance the educational purpose for which computer networks/computers are provided.
- D. Using non-school-issued devices on the school network.
- E. Utilizing personal devices or hotspots while in school.

Internet Safety Protection

As a condition for receipt of certain Federal funding, the school district shall be in compliance with the Children's Internet Protection Act, the Neighborhood Children's Internet Protection Act, and has installed technology protection measures for all computers in the school district, including computers in media centers/libraries. The technology protection must block and/or filter material and visual depictions that are obscene as defined in Section 1460 of Title 18, United States Code; child pornography, as defined in Section 2256 of Title 18, United States Code; are harmful to minors including any pictures, images, graphic image file or other material or visual depiction that taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or depicts, describes, or represents in a patently offensive way, with respect to what is suitable for minors, sexual acts or conduct; or taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

This Policy also establishes Internet safety policy and procedures in the district as required in the Neighborhood Children's Internet Protection Act. Policy 2361 addresses access by minors to inappropriate matter on the Internet and World Wide Web; the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; unauthorized access, including "hacking" and other unlawful activities by minors online; unauthorized disclosures, use, and dissemination of personal identification information regarding minors; and measures designed to restrict minors' access to materials harmful to minors.



ACCEPTABLE USE OF COMPUTER NETWORKS/COMPUTERS AND RESOURCES (M)

Notwithstanding blocking and/or filtering the material and visual depictions prohibited in the Children's Internet Protection Act and the Neighborhood Children's Internet Protection Act, the Board shall determine other Internet material that is inappropriate for minors.

In accordance with the provisions of the Children's Internet Protection Act, the Superintendent of Schools or their designee will develop and ensure education is provided to every student regarding appropriate online behavior, including students interacting with other individuals on social networking sites and/or chat rooms, and cyber-bullying awareness and response.

The Board will provide reasonable public notice and will hold one annual public hearing during a regular monthly Board meeting or during a designated special Board meeting to address and receive public community input on the Internet Safety Policy – Policy and Regulation 2361 or Regulation #2361.01. Any changes in Policy, Regulation 2361 and Regulation #2361.01 since the previous year's annual public hearing will also be discussed at a meeting following the annual public hearing.

The school district will certify on an annual basis that the schools, including media centers/libraries in the district, are in compliance with the Children's Internet Protection Act and the Neighborhood Children's Internet Protection Act, and the school district enforces the requirements of these Acts and this Policy.

Consent Requirement

No student shall be allowed to use the school district's computer networks/computers and the internet unless they have filed with the Principal or designee a consent form signed by the student and his/her parent(s) or legal guardian(s).

Violations

Individuals violating this policy shall be subject to the consequences as indicated in the Code of Conduct and Regulation # 2361 and Regulation #2361.01.

N.J.S.A. 2A:38A-3

Federal Communications Commission: Children's Internet Protection Act

Federal Communications Commission: Neighborhood Children's Internet Protection Act

Adopted: 13 September 2004
Revised: 14 January 2008
Revised: 02 June 2008
Revised: 23 January 2012
Revised: 08 December 2014



POLICY

LIVINGSTON
BOARD OF EDUCATION

Program
2361/Page 4 of 4

ACCEPTABLE USE OF COMPUTER NETWORKS/COMPUTERS AND RESOURCES (M)

Revised: 11 April 2016
Revised: August 12, 2025
Revised: February 9, 2026



ACCEPTABLE USE OF COMPUTER NETWORKS/COMPUTERS AND RESOURCES BY
TEACHING STAFF MEMBERS

3321 ACCEPTABLE USE OF COMPUTER NETWORKS/COMPUTERS AND
RESOURCES BY TEACHING STAFF MEMBERS

The Board of Education recognizes that as telecommunications and other new technologies shift the manner in which information is accessed, communicated, and transferred, those changes will alter the nature of teaching and learning. Access to telecommunications will enable teaching staff members to explore databases, libraries, Internet sites, bulletin boards, and similar resources while exchanging information with individuals worldwide. The Board supports access by teaching staff members to information sources but reserves the right to limit in-school use to materials appropriate for educational purposes. The Board directs the Superintendent to provide training to teaching staff members in skills appropriate for analyzing and evaluating resources to determine their appropriateness for educational purposes.

The Board also recognizes that telecommunications will enable teaching staff members to access information sources that have not been pre-screened using Board-approved standards. The Board therefore adopts the following standards of conduct for the use of computer network(s) and declares unethical, unacceptable, inappropriate, or illegal behavior as just cause for taking disciplinary action, limiting or revoking network access privileges, instituting legal action, or taking any other appropriate action as deemed necessary.

The Board provides access to computer network(s)/computers for administrative and educational purposes only. The Board retains the right to restrict or terminate teaching staff members' access to the computer network(s)/computers at any time, for any reason. The Board retains the right to have the Superintendent of Schools or designee monitor network activity, in any form necessary, to maintain the integrity of the network(s) and ensure its proper use.

Standards for Use of Computer Network(s)

Any individual engaging in the following actions declared unethical, unacceptable, or illegal when using computer network(s)/computers shall be subject to discipline or legal action:

A. Using the computer network(s)/computers for illegal, inappropriate, or obscene purposes, or in support of such activities. Illegal activities are defined as activities that violate federal, state, and local laws and regulations. Inappropriate activities are defined as those that violate the intended use of the network(s). Obscene activities shall be



ACCEPTABLE USE OF COMPUTER NETWORKS/COMPUTERS AND RESOURCES BY
TEACHING STAFF MEMBERS

defined as a violation of generally accepted social standards for the use of publicly owned and operated communication vehicles.

B. Using the computer network(s)/computers to violate copyrights, institutional or third-party copyrights, license agreements, or other contracts.

C. Using the computer network(s) in a manner that:

1. Intentionally disrupts network traffic or crashes the network;
2. Degrades or disrupts equipment or system performance;
3. Uses the computing resources of the school district for commercial purposes, financial gain, or fraud;
4. Steals data or other intellectual property;
5. Gains or seeks unauthorized access to the files of others or vandalizes the data of another user;
6. Gains or seeks unauthorized access to resources or entities;
7. Forges electronic mail messages or uses an account owned by others;
8. Invades the privacy of others;
9. Posts anonymous messages;
10. Possesses any data that is a violation of this policy; and/or
11. Engages in other activities that do not advance the educational purposes for which computer network(s)/computers are provided.

Violations

Individuals violating this policy shall be subject to the consequences as indicated in Regulation #2361 and Regulation #2361.01.

N.J.S.A. 2A:38A-3

Adopted: February 9, 2026



ACCEPTABLE USE OF COMPUTER NETWORKS/COMPUTERS AND RESOURCES BY
TEACHING STAFF MEMBERS

4321 ACCEPTABLE USE OF COMPUTER NETWORKS/COMPUTERS AND
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ACCEPTABLE USE OF COMPUTER NETWORKS/COMPUTERS AND RESOURCES BY
TEACHING STAFF MEMBERS

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8. Invades the privacy of others;
9. Posts anonymous messages;
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11. Engages in other activities that do not advance the educational purposes for which computer network(s)/computers are provided.

Violations

Individuals violating this policy shall be subject to the consequences as indicated in Regulation #2361 and Regulation #2361.01.

N.J.S.A. 2A:38A-3

Adopted: February 9, 2026



SCHOOL DISTRICT TECHNOLOGY DEVICES PROVIDED TO STAFF MEMBERS

7522 SCHOOL DISTRICT TECHNOLOGY DEVICES PROVIDED TO STAFF MEMBERS

The Board of Education may provide technology devices to staff members for the express purpose of enhancing productivity and improving operational efficiency. The purpose of this Policy is to establish general guidelines for the issuance and utilization of any school district technology device provided to staff members. For the purposes of this Policy, "technology device" or "device" shall include, but not be limited to, portable devices such as computers, laptops, tablets, cellular telephones, or any other computing or electronic devices the school district provides to staff members to be used in their school business-related responsibilities.

A technology device provided by the school district to a staff member may include pre-loaded software. A staff member shall not download additional software onto the technology device or tamper with software included on the technology device. Only school district authorized staff members may load or download software onto a school district-provided technology device. A staff member(s) will be designated to administer and implement the issuance of school district technology devices to staff members.

In the event the Board of Education provides a technology device to a staff member, the staff member shall be required to sign an agreement with the Board of Education requiring the staff member to comply with certain provisions. These provisions may include, but are not limited to:

1. A technology device provided to a staff member shall be used for the sole and express purpose of conducting official school district business;
2. Use of all such devices is subject to the school district's acceptable use of technology policies and any other Board policies regarding appropriate and acceptable conduct by a staff member;
3. All technology devices are considered the personal property of the Board and shall be returned upon termination of employment with the school district or immediately upon request by the Superintendent of Schools or designee;
4. Technology devices provided by the school district to staff members may include the school district's software image and pre-loaded software for specific tasks. The installation of other software images or software on such technology devices may only be done by school district-authorized staff members;



SCHOOL DISTRICT TECHNOLOGY DEVICES PROVIDED TO STAFF MEMBERS

5. Staff members who are provided with technology devices are expected to take all appropriate measures and precautions to prevent the loss, theft, damage, and/or unauthorized use of such technology devices. These appropriate measures and precautions for school district technology devices provided to staff members shall include, but are not limited to, the following:

- a. Keep the technology device in a locked and secure environment when not being used.
- b. Do not leave the technology device in a vehicle for prolonged periods of time, especially in extreme temperatures.
- c. Keep food and drinks away from all technology devices and work areas.
- d. Prohibit the use of any technology device by any other person except as authorized by the Superintendent of Schools or designee.
- e. Do not leave the technology device unattended at any time in an unsecured location (e.g., an unlocked, empty classroom or office); and
- f. Keep the technology device in sight at all times while in public places (e.g., public transportation, airports, restaurants, etc.).

6. Should the staff member have reason to believe the technology device may have been stolen, the staff member must:

- a. Immediately report the incident to his/her immediate supervisor.
- b. File an official police report documenting the theft; and
- c. Provide a copy of the police report to his/her immediate supervisor.

If a staff member fails to adhere to these procedures, the staff member will be held legally and financially responsible for the replacement of such technology devices. In accordance with the Device Agreement Form that is signed by all employees, a staff member may be financially responsible for the loss or damage of a technology device.

7. A staff member must contact the district-designated staff member in the event the technology device is not functioning properly or for repairs and/or required maintenance.



SCHOOL DISTRICT TECHNOLOGY DEVICES PROVIDED TO STAFF MEMBERS

8. The Board is under no legal, financial, or other obligation to provide a replacement technology device to any employee whose device is lost, stolen, or damaged.

9. Any technology device provided to a staff member is the property of the Board. As such, the staff member shall have no expectation of privacy in the use of such devices. The technology device may have security settings, monitoring or auditing software, tracking technology, and any other software that could monitor the use of the technology device.

10. The staff member(s) designated to administer and implement the issuance of technology devices to staff members shall:

a. Maintain direct oversight of the inventory of devices, service contracts, agreements, and internal controls for all technology devices provided by the school district to staff members; and

b. Ensure compliance with regulatory policies and procedures as applicable.

11. Any violation of Board of Education policies or procedures, including, but not limited to, school district-provided technology devices to staff members; acceptable use of computer networks, computers, and resources; and/or inappropriate staff conduct, may result in appropriate disciplinary action.

A copy of this Policy shall be attached to the agreement that shall be signed by any staff member who receives a technology device in accordance with the provisions of this Policy.

Adopted: February 9, 2026

