

**MEETING OF THE LAKEWOOD BOARD OF EDUCATION, HELD ON WEDNESDAY, JANUARY 30, 2019, AT 6:30 P.M., 855 SOMERSET AVENUE, LAKEWOOD, NEW JERSEY 08701**

**At 6:42 p.m., due to the lack of a Quorum, the Board opened in Committee.**

- I. PLEDGE OF ALLEGIANCE:** Kevin Campbell, Assistant Business Administrator/  
Assistant Board Secretary

Kevin Campbell, Assistant Business Administrator/Assistant Board Secretary called the meeting to order at 7:12 p.m. Mr. Campbell read the following:

**SUNSHINE LAW**

Pursuant to the provisions of Chapter 231, of the Laws of 1976 (THE OPEN PUBLIC MEETINGS ACT), Mr. Finger notified the public that notice of the date, time, location and agenda of this meeting, to the extent known, was provided at least forty-eight (48) hours prior to the commencement of this meeting in the following manner:

1. By posting such notice on the public announcement board of the Lakewood Board of Education Offices, and the Lakewood Township Municipal Building.
2. By e-mailing such notice to the office of the Asbury Park Press.
3. By filing such notice with the Board Secretary.
4. By mailing such notice to all individuals who requested and paid for a copy of same.

**Mr. Campbell read in the names of the Board members present in the Executive Session.**

**II. ROLL CALL**

**Board Members Present:** Mr. Moshe Bender  
Ms. Thea Jackson-Byers  
Mr. Chanina Nakdimen  
Mr. Shlomie Stern  
Mr. Isaac Zlatkin

**Board Members Absent:** Mrs. Ada Gonzalez  
Mr. Moshe Newhouse  
Mr. Heriberto Rodriguez  
Mr. Bentzion Treisser

**Also Attending:** Mrs. Laura A. Winters, Superintendent  
Mr. Robert S. Finger, Interim Business Administrator/Board Secretary  
Mr. Kevin Campbell, Assistant Business Administrator/Assistant Board Secretary  
Mr. David Shafter, State Monitor  
Mr. Michael I. Inzelbuch, Esq., Board Attorney

### **III. EXECUTIVE SESSION - RESOLUTION**

**BE IT RESOLVED** by the Lakewood Township Board of Education that:

1. It does hereby determine that it is necessary to meet in Executive Session to discuss matters of personnel, involving specific individuals, negotiations, anticipated litigation and/or alleged incidents of Harassment, Intimidation and Bullying (HIB).
2. These matters will be made public when the need for confidentiality no longer exists.
3. The time that the Board anticipated to be in Executive Session is TBD.

**At 7:55 p.m. the Board returned from Executive Session and reopened the Public meeting.  
Mr. Finger did Roll Call.**

### **IV. ROLL CALL**

**Board Members Present:** Mr. Moshe Bender  
Ms. Thea Jackson-Byers  
Mr. Chanina Nakdimen  
Mr. Moshe Newhouse left 9:10 p.m.  
Mr. Shlomie Stern  
Mr. Bentzion Treisser  
Mr. Isaac Zlatkin

**Board Members Absent:** Mrs. Ada Gonzalez  
Mr. Heriberto Rodriguez

**Also Attending:** Mrs. Laura A. Winters, Superintendent  
Mr. Robert S. Finger, Interim Business Administrator/Board Secretary  
Mr. Kevin Campbell, Assistant Business Administrator/Assistant Board Secretary  
Mr. David Shafter, State Monitor  
Mr. Michael I. Inzelbuch, Esq., Board Attorney

**Translator:** Ana Faone  
**SGA:** Amrizza Usi



**V. PRESENTATIONS:**

1. Student Government Representative, Amrizza Usi
2. Superintendent's Recognition Award
3. Piner Elementary Presentation, After-School Programs, Principal Deb Meabe and Assistant Principal Tobree Mostel  
Piner's First Grade Chorus presentation  
led by Music Teacher John Farnsworth
4. Preschool Program Presentation, Heni Mozes and Ida Palmieri
5. LMS 2018 Student Government Honor School Award
6. Tim Orton, Band Member Displaying New Marching Uniform
7. Community Ambassadors Art Contest Winners  
(Gisela Malgeri & Judee Fuentes)
8. Cory Goldfarb, Sodexo, Healthy High School Challenge
9. ~~Principal Aleida Salguero, Honoring teacher Claire Kaminski  
— for saving the life of another teacher during lunch  
— (Heimlich Maneuver).~~
10. LMS- Lowe's Toolbox for Education Grant (\$3,800) for PBSIS  
Greenhouse Restoration Project – Honor (Congratulations)
11. Leah Hersch, Chemed Presentation RE: CPR Classes
12. Lakewood High School, After School Clubs and Activities,  
including new SAT books and offerings,  
Principal Marshall and Assistant Principals Owen and Riley.
13. Ella G. Clarke, After-School Programs & Clubs,  
Principal Ebony Rivera and Assistant Principal Magdalia Jones

**VI. MINUTES**

Public Meeting Minutes – December 12, 2018  
Executive Session Minutes – December 12, 2018  
Public Meeting Minutes – January 8, 2019

**VII. COMMITTEE REPORTS – None At This Meeting**

**VIII. CORRESPONDENCE AND COMMUNICATIONS – None At This Meeting**

**IX. RECOGNITION OF THE PUBLIC - No member of the public wished to speak.**

**STATEMENT BY BOARD PRESIDENT**

Pursuant to Board Policy 0164, Roberts' Rules of Order shall govern the Board of Education in its deliberations and in the conduct of its meetings. As such, all comments from the public and from other members of the Board should be directed to the Board President who is responsible for presiding over the meeting.

The President shall direct all inquiries or comments to the appropriate Administrator or Board member for response, as appropriate. The law requires a period of public comment at our

meetings, not a question or answer session or debate. The board president at his discretion may or may not feel it is appropriate to answer questions raised during the public comment period. The board and administration do take all public comments seriously and consider them when conducting business.

The President may interrupt, warn, or terminate a participant's statement when the statement is too lengthy, abusive or obscene. In addition, Security Personnel may direct any individual to leave the meeting when that person does not observe reasonable decorum, whether the person is at the microphone or at any other place in the meeting room. New Jersey law makes it a crime for any person to intentionally disrupt a public meeting. Law enforcement will be contacted if a person disrupts the meeting and fails to desist after being directed to do so.

Finally, we ask that you silence all electronic devices.

**X. REPORTS AND RECOMMENDATIONS OF THE BUSINESS ADMINISTRATOR/ BOARD SECRETARY:**

A. Approve the attached Budgetary line item Transfers for November 2018 and December 2018.

B. Acceptance of the Treasurer and Board Secretary Reports as of November 30, 2018 and December 31, 2018.

C. Certification of No Over expenditures:

Pursuant to N.J.A.C. 6A:23A-16.10, I, Robert S. Finger/ Interim Business Administrator/ Board Secretary, certify that as of November 30, 2018 and December 31, 2018 no budgetary line item account has obligations and payments which in total exceed the amount appropriated by the District Board of Education pursuant to N.J.S.A.18A:22-8 and 18A:22-8.1, and that the District financial accounts have been reconciled and are in balance.

Robert S. Finger

Interim Business Administrator/ Board Secretary

January 30, 2019

Date

D. Approve Bills List for January 30, 2019 for the Warrant Account in the amount of \$15,772,751.17

E. Approve Bills List for the Cafeteria Account for January 30, 2019 in the amount of \$367,000.43

F. Approval of the Payroll and Board Share of Fica/Medi and DCRP as follows:

- Payroll for December 21, 2018 in the amount of \$2,431,828.96
- Payroll for December 26, 2018 in the amount of \$415.68
- Payroll for January 04, 2019 in the amount of \$2,214,430.78
- Payroll for January 18, 2019 in the amount of \$2,298,755.63

G. Approval of payment of New Jersey State Health Benefit Plan for November, 2018 in the amount of \$1,577,246.99

H. Transportation Items:

1. Move to record and award Quote RFQ T14-1819 received on January 09, 2019 @ 2:00 p.m. with routes beginning on January 18, 2019 and running for 100 days as follows:

| Vendor                                                    | Route | Cost per diem | Aide cost per diem | Inc./Dec. | Total Cost                     |
|-----------------------------------------------------------|-------|---------------|--------------------|-----------|--------------------------------|
| Seman-Tov, Inc<br>505 Memorial Drive<br>Neptune, NJ 07753 | LMS5  | \$175.00      | n/a                | \$.01     | \$17,500.00                    |
|                                                           | B1    | \$175.00      | n/a                | \$.01     | <b>\$17,500.00<br/>Awarded</b> |
|                                                           | PES6  | \$110.00      | n/a                | \$.01     | <b>\$11,000.00<br/>Awarded</b> |
|                                                           |       |               |                    |           |                                |
| Jay's Bus Service<br>672 Cross St<br>Lakewood, NJ 08701   | LMS5  | \$94.99       | n/a                | \$.01     | <b>\$9,499.00<br/>Awarded</b>  |
|                                                           | B1    | No quote      |                    |           |                                |
|                                                           | PES6  | No quote      |                    |           |                                |

- I. Approval of a contract with Edwards Engineering Group, Inc. to prepare an engineering study and schematic drainage plan in the amount of \$5,400.00. The amount includes telephone and email consultations to explain the results of the study. Attendance at meetings will be billed in addition to the proposed amount as per the rate schedule attached to the proposal.

J. School Board Recognition Month

WHEREAS, The New Jersey School Boards Association has declared January 2019 to be School Board Recognition Month, a time when all residents can acknowledge the contributions made by our local school board members; and

WHEREAS, The Lakewood Board of Education is one of more than 581 local school boards in New Jersey, which sets policies and oversees operations for public school districts; and

WHEREAS, The Lakewood Board of Education embraces the goal of high-quality education for all New Jersey public school students; and

WHEREAS, New Jersey's local school boards help determine the educational goals for

approximately 1.4 million children in pre-kindergarten through 12th grade; and

WHEREAS, New Jersey's 5,000 local school board members, who receive no remuneration for their services, act as advocates for public school students as they work with administrators, teachers and parents for the betterment of public education; and

WHEREAS, School boards strive to provide the resources necessary to meet the needs of all students, including those with special needs; and

WHEREAS, Boards of Education provide accountability to the public; they communicate the needs of the school district to the public; and they convey to school administrators the public's expectations for the schools; and

WHEREAS, New Jersey can take pride in its schools, which rank among the nation's best in key achievement indicators such as the National Assessment of Educational Progress scores, and the preparation for college through advanced placement offerings and SAT assessments; Now, therefore, be it

RESOLVED, That the Lakewood Board of Education, does hereby recognize the services of local school board members throughout New Jersey as we join communities statewide in observing January 2019 as SCHOOL BOARD RECOGNITION MONTH; and be it further

RESOLVED, That the Lakewood Board of Education urges all New Jersey citizens to work with their local boards of education and public school staffs toward the advancement of our children's education.

- K. Move that the Lakewood Board of Education accept the following request for change in vendor name and consolidation of the corporations for Tree of Knowledge Learning Centers to Tree of Knowledge Learning Academy effective January 1, 2019. In addition, any outstanding contracts with Tree of Knowledge will now be provided by Tree of Knowledge Learning Academy and any outstanding purchase orders will be reissued to Tree of Knowledge Learning Academy.
- L. Approve the active member renewal in the New Jersey Association of School Business Officials for Kevin Campbell, Assistant Business Administrator, in the amount of \$990.00.
- M. Move to amend the January 8, 2019 award of CC 06-1819 for Title IV Services for Nonpublic Schools to include the following allocations per awarded vendor:

| Vendor       | School                        | Allocation |
|--------------|-------------------------------|------------|
| Tender Touch | Bais Reuven Kamenitz          | \$9,713.00 |
| Tender Touch | Bais Yaakov H S Of Lakewood   | \$7,000.00 |
| Tender Touch | Belz Institutions Of Lakewood | \$2,000.00 |

| <b>Vendor</b> | <b>School</b>                  | <b>Allocation</b>   |
|---------------|--------------------------------|---------------------|
| Tender Touch  | Bnos Bais Yaakov High School   | \$5,521.00          |
| Tender Touch  | Bnos Bracha                    | \$14,824.00         |
| Tender Touch  | Bnos Esther Malka              | \$6,748.00          |
| Tender Touch  | Bnos Orchos Chaim              | \$2,000.00          |
| Tender Touch  | Cong. Mikor Hatorah            | \$1,739.00          |
| Tender Touch  | Damasek Eliezer                | \$2,045.00          |
| Tender Touch  | Lakewood Cheder School         | \$60,220.00         |
| Tender Touch  | Mekor Hachinuch/S.C.S.C., Inc. | \$3,885.00          |
| Tender Touch  | Meros Bais Yaakov              | \$3,067.00          |
| Tender Touch  | Moresches By                   | \$3,169.00          |
| Tender Touch  | Nachlas Bais Yaakov Inc        | \$2,761.00          |
| Tender Touch  | Nesivos Hatorah                | \$1,329.00          |
| Tender Touch  | Sephardic Bet Yaakov           | \$7,039.30          |
| Tender Touch  | Talmud Torah Darchei Avoseinu  | \$4,294.00          |
| Tender Touch  | Tashbar Of Lakewood            | \$18,000.00         |
| Tender Touch  | Tehilas Chaya Sara             | \$6,645.00          |
| Tender Touch  | Uta Of Lakewood, Inc.          | \$2,147.00          |
| Tender Touch  | Yeshiva Bais Aharon            | \$818.00            |
| Tender Touch  | Yeshiva Bais Hachinuch         | \$1,739.00          |
| Tender Touch  | Yeshiva Bais Hatorah           | \$10,940.00         |
| Tender Touch  | Yeshiva Even Yisroel           | \$3,783.00          |
| Tender Touch  | Yeshivs K'tana                 | \$250.00            |
| Tender Touch  | Yeshiva Mesores Hatorah        | \$1,432.00          |
| Tender Touch  | Yeshiva Ohr Hatorah            | \$10,940.00         |
| Tender Touch  | Yeshiva Orchos Chaim           | \$12,000.00         |
| Tender Touch  | Yeshiva Stolin Karlin          | \$2,249.00          |
| Tender Touch  | Yeshiva Tifereth Torah         | \$1,000.00          |
| Tender Touch  | Yeshivat Yagdil Torah          | \$4,090.00          |
|               | <b>Total Allocation</b>        | <b>\$213,387.30</b> |

| <b>Vendor</b>     | <b>School</b>                           | <b>Allocation</b>  |
|-------------------|-----------------------------------------|--------------------|
| Tree Of Knowledge | Ateres Tzipora                          | \$3,885.00         |
| Tree Of Knowledge | Bas Yisroel                             | \$1,942.00         |
| Tree Of Knowledge | Cheder Bnei Torah                       | \$11,655.00        |
| Tree Of Knowledge | Jewish Education For Girls/ Bnos Penina | \$5,725.00         |
| Tree Of Knowledge | Mesivta Ahavas Hatorah D'lakewood       | \$1,739.00         |
| Tree Of Knowledge | Talmud Torah Ohr Elchonon               | \$4,498.00         |
| Tree Of Knowledge | Talmud Torah Toldos Yakov Yosef         | \$1,500.00         |
|                   | <b>Total Allocation</b>                 | <b>\$30,944.00</b> |

- N. Move to grant permission to the Business Administrator to advertise for a Competitive Contract for Title I STEM, Arts and Early Transition Programs to promote academic achievement for “at-risk” and failing children in nonpublic schools in Lakewood. Permission granted by the State Monitor prior to Board meeting to expedite this process for timely use of grant funding.
- O. Move to approve the licensing and maintenance fee for the 2019-2020 school year for Educational Data Services, Inc. for participation in the New Jersey Cooperative Bid Maintenance Program in the amount of \$14,450.00 (11-000-251-340-00-0000).
- P. Move to award a contract not to exceed \$15,000 each to the following audit firms for the purpose of reviewing the Bulk Transportation Bids and preparing a report to the Board that will identify the costs and concerns regarding the proposed outsourcing along with a recommendation to the Board.

Fallon & Company  
Holman, Frenia & Allison  
PKF O’Connor Davies

The auditors will meet with key employees of the district and the State Monitor, to review and analyze the costs contained in the bulk transportation bid, to review and analyze the costs to perform the same services with district employees, to review and analyze previous studies prepared for the district and to render a recommendation(s) for the Board to be presented at the Special Meeting to be held on Tuesday, February 12, 2019.

The contract award is exempt from bidding as a Professional Service in accordance with N.J.S.A. 18A:18A-5.

## **XI. REPORTS AND RECOMMENDATIONS OF SUPERINTENDENT:**

### **A. Superintendent Items**

#### **1. Motion to approve the First Reading of the following Bylaws, Policies and Regulations:**

- Policy 2415.06 Unsafe School Choice Option (M) Revised
- Policy 2422 Health & Physical Education (M) Revised
- Policy 2431.3 Practice And Pre-Season Heat-Acclimation For School-Sponsored And Extra-Curricular Activities Revised
- Regulation 2460.8 Special Education - Free And Appropriate Public Education (M) Revised
- Policy 2610 Educational Program Evaluation (M) Revised
- Policy 4219 Commercial Driver Controlled Substances And Alcohol Use Testing (M) Revised
- Policy 5111 Eligibility Of Resident/Nonresident Pupils (M) Revised
- Regulation 5111 Eligibility Of Resident/Nonresident Pupils (M) Revised

- Policy 5330.04 Administering An Opioid Antidote (M) New
  - Regulation 5330.04 Administering An Opioid Antidote (M)
  - Policy 5337 Service Animals
  - Policy 5756 Transgender Student (M)
  - Policy 7446 School Security Program
  - Policy 8350 Records Retention
  - Policy 8454 Management of Pediculosis
  - Regulation 5200 Attendance (M) Revised
2. Approve the 2018-2019 *A Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials*.
  3. Approval for the Lakewood School District to participate in the Ocean County Teacher Recognition Program at the Days Inn in Toms River on May 24, 2019 at a cost of \$400.00.
  4. Approval for the Lakewood School District to participate in the Student Recognition Breakfast at the Days Inn Hotel, Toms River on May 23, 2019 at a cost of \$350.00 and an ad for the Program Book at a cost of \$100.00.
  5. Approve LMS to accept the donation from Lowe's Charitable and Educational Foundation in the amount of \$3,800.00 for the LMS PBSIS STEAM Greenhouse Restoration Project.
  6. Approve Jim Rahn, Math Through Discovery, to provide professional development services to the high school math teachers for an additional 7 days, from February 2019 through May 2019, at a cost of \$1,200 per day, not to exceed \$8,400.00, to be paid through budget account #20-270-200-300-15-0015.
  7. Approve the purchase of Pre-AP Curriculum for LHS Grade 9 Biology, English 1, and World History and Geography from College Board, at a cost of \$10,800.00, to be paid through budget account # 20-280-100-600-15-0015.
  8. Approve Lori Scarpino, Ocean County Family Support Organization, Inc., to present to the following SSS Staff, *Nurtured Heart Approach Training* on February 20, 2019 for Spruce Street School, at the cost of \$350.00 to be paid through budget account #15-190-100-500-07-0007.
  9. Approved Lori Scarpino, Ocean County Family Support Organization, Inc., to present to the following SSS Staff, *Nurtured Heart Approach Training*, February 6, 2019 and February 7, 2019, at a cost of \$1200.00, to be paid through budget account #15-000-223-320-07-0007.

|                       |                       |
|-----------------------|-----------------------|
| Alban, Monica         | Lazewnik, Rochelle    |
| Antuna, Lizette       | Lopez, Leslie         |
| Attia, Matha          | Maksumov, Yana        |
| Baer, Gwen            | McKenna, Maura        |
| Benevento, Jill       | Mozes, Heni           |
| Bradley, Christy      | Muller-Graff, Shari   |
| Brander, Tzivia       | Parker, Dorothea      |
| Brooks, Irene         | Prescott, Kelly       |
| Bush, Eileen          | Rodriguez, Ritchie    |
| Castaneda, Margieth   | Rodriguez, Vanessa    |
| Cirillo, Lois         | Schonbrun, Malky      |
| Cosgrove, Christine   | Sierchio, Valerie     |
| Cusano, Laya          | Simonetti, Lisa       |
| Dechamplain, Abigail  | Sinondon, Andrea      |
| Dick, Miriam          | Smith, Evelyn         |
| Donaway, Lisa         | Spicher, Teresa       |
| Doughter, Barbara     | Spitz, Rochelle       |
| Finkelstein, Shoshana | Starashefsky, Devorie |
| Flagg, Caron Gayl     | Stevenson, Carole     |
| Frattebone, Tyler     | Taplin, Sorah         |
| Hearns, Josie         | Tarkowski, Mariola    |
| Howland, Jessica      | Turan, Rose           |
| LaRosa, Theresa       | Weisz, Adina          |
| Amy Tschinkel         | Susan Scrbner         |

10. Approve Valerie Hutchison Daniluk, LHS Staff member, to be a 2018-2019 Mentor.

11. Approve the following staff for the Latino Family Literacy Project as either presenters (\$40 per hour) or childcare providers (\$20 per hour) as indicated below. The program will begin on January 28th and will run until May 3rd. Salaries will be paid through Title I, account number 20-231-200-10015-0015

| Location | Staff Member     | Position  |
|----------|------------------|-----------|
| OSS      | Xiomara Martinez | Presenter |
| OSS      | Reina Flores     | Presenter |
| OSS      | Gloria Castro    | Childcare |
| OSS      | Brie Bals        | Childcare |
| SSS      | Lizette Antuna   | Presenter |
| SSS      | Ashley Antuna    | Presenter |
| SSS      | Gulbeyaz Turan   | Childcare |
| SSS      | Rosa Herrera     | Childcare |
| CAS      | Josie Asad       | Presenter |



|     |                       |           |
|-----|-----------------------|-----------|
| CAS | Delia Lopez           | Presenter |
| CAS | Jessica Georgiantonio | Childcare |
| CAS | Blanca Tobòn          | Childcare |
| EGC | Reina Flores          | Presenter |
| EGC | Maria Oquendo         | Presenter |
| EGC | Karen Hetzel          | Childcare |
| EGC | Cassandra Mauriello   | Childcare |

12. Approve the following OSS staff for the OSS After School Program, effective January 7, 2019 terminating April 11, 2019, Certificated to work 1 hour per day, Tuesdays, Wednesdays and Thursdays, not to exceed 3 hours per week, at a rate of \$40.00 per hour, to be paid through account #15-421-100-101-09-0009 (BOE approved December 12, 2018 Agenda).

|                    |                    |
|--------------------|--------------------|
| Herman, Jenna      | Teacher            |
| Ziegler, Megan     | Teacher            |
| Tsapatsaris, Anna  | Teacher            |
| Maldonado, Nichole | Substitute Teacher |

13. Approve one security specialist to work the Lakewood High School Achievement Academy, beginning January 2, 2019 – June 19, 2019 for 2 hours per day (4:00-6:00), to be paid through budget account # 15-421-200-100-03-0003.
14. Approve the following staff a total of 100 hours to administer, grade, and submit Language Arts PARCC portfolios to the NJDOE for student eligibility of June 2019 graduation, to be paid through budget account #15-421-200-100-03-0003.

Amy Mann - 50 hours at a rate of \$40.00 per hour, not to exceed \$2,000.00  
Patricia Gregory - 25 hours at a rate of \$40.00 per hour, not to exceed \$1,000.00  
Grace Lehotay – 25 hours at a rate of \$40.00 per hour, not to exceed \$1,000.00

15. Approve the following LMS staff and After School Clubs, from February 4, 2019 through May 30, 2019, two times per week, 2.5 hours per day, for 16 weeks, Tuesdays and Thursdays, at a rate of \$40.00 per hour, for a maximum cost of \$42,250.00, Transportation for a maximum cost of \$22,400.00, not to exceed \$64,650.00, to be paid through the Lakewood Township Restricted Grant.

| Club Name  | Advisor             | # of Days Per Week | Amount  |
|------------|---------------------|--------------------|---------|
| Drama Club | Austin Barney       | 2 days             | \$3,200 |
| Art Club   | Lindsay Ambrozaitis | 1 day              | \$1,070 |
| Art Club   | Jessica Redimiller  | 1 day              | \$1,070 |
| Art Club   | Meghan Nadaeu       | 1 day              | \$1,070 |

| Club Name                                   | Advisor                | # of Days Per Week | Amount  |
|---------------------------------------------|------------------------|--------------------|---------|
| Makers/Steam Club                           | Bridgit Valgenti       | 1 day              | \$1,600 |
| Makers/Steam Club                           | William Goble          | 1 day              | \$1,600 |
| Mind Stretch Club                           | Alexa Schmitz          | 2 days             | \$3,200 |
| Literacy Online Magazine Club               | Rose Kravetz           | 2 days             | \$3,200 |
| Inner Canvas Club                           | Parker Kaminsky        | 2 days             | \$3,200 |
| The Art of Chess Club                       | Darren Lee             | 2 days             | \$3,200 |
| From California to the New York Island Club | Patricia Benevidas     | 2 days             | \$3,200 |
| Spanish Club                                | Maria Janusz           | 1 day              | \$1,600 |
| Spanish Club                                | Javier Canchon Vergara | 1 day              | \$1,600 |
| Zen in Martial Arts Club                    | Quoc Tu                | 2 days             | \$3,200 |
| Horticulture Club                           | Brian Quinlan          | 2 days             | \$3,200 |
| Garage Band Club                            | Andrea Palermo         | 2 days             | \$3,200 |
| Administrator (rotating)                    | Deborah Rolston        | 1 day              | \$1,280 |
| Administrator (rotating)                    | Scott Horowitz         | 1 day              | \$1,280 |
| Administrator (rotating)                    | Richard Goldstein      | 1 day              | \$1,280 |

16. Approve the following LMS staff to participate in the 5<sup>th</sup> Annual Family Expo to be held on Tuesday March 19, 2019, hours include preparation and attendance at the event, Certificated at a rate of \$40.00 per hour, Non-Certificated at a rate of \$20.00 per hour, and Administrators at a rate of \$80.00 per hour, total cost shall not exceed \$7,440, to be paid through account #15-421-200-100-04-0004

| NAME              | HOURS | POSITION |
|-------------------|-------|----------|
| Giaconia, Colleen | 6     | Teacher  |
| Darnowski, Sheila | 6     | Teacher  |
| Bruno, Julie      | 6     | Teacher  |
| Truisi, Valerie   | 6     | Teacher  |
| Nadeau, Meghan    | 6     | Teacher  |
| Douglas, Brenda   | 6     | Teacher  |
| Young, Danielle   | 6     | Teacher  |
| Ross, Heather     | 6     | Teacher  |
| Dudley, Kylene    | 6     | Teacher  |
| Livingston, Anna  | 3     | Teacher  |
| Scaffidi, Ashley  | 3     | Teacher  |
| Stone, Jessica    | 6     | Teacher  |
| Palermo, Andrea   | 6     | Teacher  |
| Smith, Krista     | 6     | Teacher  |
| Donohue, Melissa  | 6     | Teacher  |
| Quick, Carmella   | 6     | Teacher  |
| Sullivan, Gina    | 6     | Teacher  |

| <b>NAME</b>        | <b>HOURS</b> | <b>POSITION</b>        |
|--------------------|--------------|------------------------|
| Schenck, Linda     | 3            | Teacher                |
| Kirby, Katie       | 3            | Teacher                |
| Schmitz, Alexa     | 3            | Teacher                |
| Kravetz, Rose      | 3            | Teacher                |
| Taubel, Jennifer   | 3            | Teacher                |
| Peccarelli, Lewis  | 3            | Teacher                |
| Mackow, Nicole     | 10           | Teacher                |
| Valgenti, Bridgit  | 10           | Teacher                |
| Janusz, Maria      | 10           | Teacher                |
| Lee, Darren        | 6            | Teacher                |
| Mahaffey, Lilian   | 3            | Paraprofessional       |
| Emporelli, Eleni   | 3            | Paraprofessional       |
| Weber, Diane       | 3            | Paraprofessional       |
| Pick, Melissa      | 3            | Paraprofessional       |
| Oliver, Robyn      | 3            | Administrative Support |
| Goldstein, Richard | 5            | Administration         |
| Horowitz, Scott    | 5            | Administration         |
| Rolston, Deborah   | 5            | Administration         |

17. Approve the following OSS staff and After School Clubs, from February 5, 2019 through June 6, 2019, two times per week, 2 hours per day, for 16 weeks, on either Tuesdays, Wednesday or Thursdays, Certificated at a rate of \$40.00 per hour, Administration at a rate of \$80.00 per hour, for a maximum cost of \$21,760.00, Materials/Supplies for a maximum cost of \$1,800.00, Transportation for a maximum cost of \$27,030.00, not to exceed \$50,590.00, to be paid through the Lakewood Township Restricted Grant.

| <b>Club</b>                                                            | <b>Certificated</b>   |
|------------------------------------------------------------------------|-----------------------|
| Art Enrichment                                                         | John Minka            |
| The Krafters                                                           | Julianna Kraft        |
| Full Instrumental Ensembles                                            | David Greenberg       |
| Chamber Choir                                                          | Jessica Giorgiantonio |
| Pitched and Percussion Ensemble                                        | Nichole Maldonado     |
| <b>Administration<br/>on a rotating basis of two hours a week each</b> |                       |
| Joseph Schroepfer                                                      |                       |
| Jessica Ring                                                           |                       |
| Thomas Stead                                                           |                       |

18. Approve the following Piner Elementary staff and After School Clubs, from February 12, 2019 through June 13, 2019, 2 times per week, 2 hours per day, for 16 weeks, on Tuesdays and Thursdays, Certificated staff at a rate of \$40.00 per hour, Administration at a rate of \$80.00 per hour, for a maximum cost of \$5,120, Materials/Supplies for a

maximum cost of \$80.00, Transportation for a maximum cost of \$16,218.00, not to exceed \$31,018.00, to be paid through the Lakewood Township Restricted Grant.

| <b>Club</b>                                                      | <b>Certificated</b> |
|------------------------------------------------------------------|---------------------|
| Music through History                                            | Brian Adams         |
| Dancing through the Decades                                      | Trudy McCracken     |
| Quilting                                                         | Lauren Griffin      |
| Dance Club                                                       | Amanda Gutman       |
| Crafty Kids                                                      | Lisa Mruk           |
| <b>Administration<br/>on a rotating basis of one hour a week</b> |                     |
| Deborah Meabe                                                    |                     |
| Tobree Mostel                                                    |                     |

19. Approve the following CAS staff members and After School Clubs, from February 1, 2019 through June 7, 2019, two times per week, Certificated 1.5 hours per day and Administrator 2 hours per day, 16 weeks, Tuesdays and Fridays, Certificated at a rate of \$40.00 per hour, for a maximum cost of \$27,820.00, Administrator at a rate of \$80.00 per hour, for a maximum cost of \$2,560.00, Material/Supplies for a maximum cost of \$5,445.00, Transportation for 3 late buses for a maximum cost of \$21,600.00, not to exceed \$57,425.00, to be paid through the Lakewood Township Restricted Grant.

| <b>Club Name</b>                                             | <b>Advisor</b>        | <b># of Days</b> | <b>Amount</b> |
|--------------------------------------------------------------|-----------------------|------------------|---------------|
| STEAM                                                        | Paige Truax           | 2                | \$1,920       |
| STEAM                                                        | Jessica Sparandera    | 2                | \$1,920       |
| The Pixels Heads                                             | Margarita Garces      | 2                | \$1,920       |
| Music Club (Choral and Piano)                                | Franklin Phillips III | 2                | \$1,920       |
| Just Dance                                                   | Katherine Clarke      | 2                | \$1,920       |
| Just Dance                                                   | Meghan Leahey         | 1                | \$960         |
| Guitar Club                                                  | Tyler Flint           | 2                | \$1,920       |
| Tie Dye Club                                                 | Michelle Shames       | 1                | \$960         |
| Tie Dye Club                                                 | Tracy Brenman         | 1                | \$960         |
| Tie Dye Club                                                 | Shannon Meyers        | 1                | \$960         |
| Crochet Club                                                 | Kaitlin DiMarsico     | 2                | \$1,920       |
| The Art Room                                                 | Ariel Williams        | 2                | \$1,920       |
| The Art Room                                                 | Rosalie DiMiceli      | 1                | \$960         |
| The Art Room                                                 | Barbra Costello       | 1                | \$960         |
| <b>Administration on a rotating basis of one hour a week</b> |                       |                  |               |
| Supervising Administrator                                    | Debra Long            | 1                | \$1,280       |
| Supervising Administrator                                    | Annette Maldonado     | 1                | \$1,280       |

20. Approve the following SSS staff and After School Clubs, from February 11, 2019 through June 7, 2019, two times per week, 1.0 hour per day, for 16 weeks, Tuesdays through Friday, Certificated at a rate of \$40.00 per hour, for a maximum cost of \$14,080.00, the cost of 3 staff members to supervise extended dismissal times not to exceed \$4,320.00, Material/Supplies for a maximum cost of \$2,750.00, Transportation for 3 late buses for a maximum cost of \$28,800.00, not to exceed \$49,950, to be paid through the Lakewood Township Restricted Grant.

| Club Name                         | Advisor          | # of Days Per Week | Amount  |
|-----------------------------------|------------------|--------------------|---------|
| Ballet Club                       | Christina Ritter | 2 days             | \$1280  |
| Ballet Club                       | Bridjet Tjarks   | 2 days             | \$1,280 |
| Community Arts Club (C.A.T.S.)    | Ashley Antuna    | 2 days             | \$1,280 |
| Community Arts Club (C.A.T.S. JR) | Sharon Sanchez   | 2 days             | \$1,280 |
| Creative Expression               | Jessica Desantis | 2 days             | \$1,280 |
| Painting with Moses               | Stacey Moses     | 2 days             | \$1,280 |
| Computer Club                     | William Burnett  | 2 days             | \$1,280 |
| Drama Club                        | Alexa Glickman   | 2 days             | \$1,280 |
| Latin Sounds & Dance              | Elsa Mena        | 2 days             | \$1,280 |
| Music Tech Club                   | Kathleen Hall    | 2 days             | \$1,280 |
| Musical Fun Fitness               | George Karsko    | 2 days             | \$1,280 |

21. Approve the following EGC staff members and After School Clubs, from February 1, 2019 through June 7, 2019, Fridays for 16 weeks, Certificated staff 2 hours per day, at a rate of \$40.00 per hour, Administrator 1 hour per day, at a rate of \$80.00 per hour, and Non-Certificated staff 2 hours per day, at a rate of \$20.00 per hour, for a maximum cost of \$19,840.00, Material/Supplies for a maximum cost of \$3,600, Transportation for 3 late buses for a maximum cost of \$21,600.00, not to exceed \$45,040.00, to be paid through the Lakewood Township Restricted Grant.

| Club Name              | Advisor           | # of Days | Amount  |
|------------------------|-------------------|-----------|---------|
| STEAM                  | Luane Acevedo     | 1         | \$1,280 |
| STEAM                  | Danielle Ortiz    | 1         | \$1,280 |
| STEAM                  | Todd Pizzella     | 1         | \$1,280 |
| STEAM                  | Leilanie Small    | 1         | \$1,280 |
| STEAM                  | Dena Stuart       | 1         | \$1,280 |
| Knitting for Beginners | Tweitmann         | 1         | \$1,280 |
| Recorder Club          | David Greenberger | 1         | \$1,280 |
| Clay & Paper           | Tina Sardano      | 1         | \$1,280 |
| Clay & Paper           | Bernice Wilson    | 1         | \$1,280 |
| Clay & Paper           | Gail Deliz        | 1         | \$640   |

|                                                              |                           |   |         |
|--------------------------------------------------------------|---------------------------|---|---------|
| Clay & Paper                                                 | Adelaberto Candia-Aguilar | 1 | \$640   |
| Music/Sports Icon Appreciation                               | Sal vatore Notaro         | 1 | \$1,280 |
| Music & Movement<br>Generation Pound                         | Alyson Szczygiel          | 1 | \$1,280 |
| Drama Club                                                   | Kimberly Alexis Kallok    | 1 | \$1,280 |
| Drama Club                                                   | Andrea Thompson           | 1 | \$1,280 |
| Drama Club                                                   | Cristal Ortega            | 1 | \$640   |
| <b>Administration on a rotating basis of one hour a week</b> |                           |   |         |
| Supervising Administrator                                    | Magdalis Jones            | 1 | \$1,280 |

22. Approve the EGC School 2<sup>nd</sup> Grade Read to Succeed Program and the following EGC Staff to facilitate the 2<sup>nd</sup> Grade Read to Succeed Program, to be held on Fridays, 2 hours per day, a maximum of 15 weeks, beginning February 8, 2019 through May 31, 2019. One additional hour for certificated staff to prepare and plan, at a rate of \$40.00 per hour, cost not to exceed \$8,680.00, to be paid through EGC Title 1 Carryover Funds, budget account # 15-421-100-101-05-005.

|                    |
|--------------------|
| Shannon Downey     |
| Alexis Gervasini   |
| Courtney Manlapig  |
| Jennifer Hartwell  |
| Jonathan Jones     |
| Elizabeth Fontanes |
| Tara Napolitano    |

23. Approve Ebony Rivera, Principal EGC School to supervise the 2nd Grade Read to Succeed Program to be held on Fridays, 1 hour per day, a maximum of 15 weeks, beginning February 8, 2019 through May 31, 2019, at a rate of \$80.00 per hour, not to exceed \$1,200.00, to be paid through EGC Title 1, budget account # 15-421-200-100-05-005.
24. Approve Bernice Wilson, as a substitute for the EGC Afterschool SIP Tutoring Program, effective January 31, 2019 through May 30, 2019, at a rate of \$40.00 per hour, to be paid through budget account #15-421-100-101-05-0005. (Original BOE approval on December 12, 2018 agenda.)
25. Approval for the Middle School to lease a Folding/Inserting system from Pitney Bowes for \$183 per month for 48 months. Charge to account #15-190-100-500-04-0004.
26. Approve the 2018-2019 tuition costs for the following out-of-district placements to be paid through budget account # 11-000-100-566-00-0000.

| Number | Placement                                          | Per Diem Rate/Monthly Rate | Aide/Nurse Per Diem/Monthly | Billable Days/months | Start Date           |
|--------|----------------------------------------------------|----------------------------|-----------------------------|----------------------|----------------------|
| 928624 | Center for Education                               | \$322.59/day               |                             | 104 days             | 1/14/2019-6/30/2019  |
| 926995 | Center for Education                               | \$322.59/day               |                             | 172 days             | 10/4/2018-6/30/2019  |
| 918528 | Center for Education                               | \$322.59/day               |                             | 124 days             | 12/17/2018-6/30/2019 |
| 927771 | Center for Education                               | \$322.59/day               |                             | 104 days             | 1/14/2019-6/30/2019  |
| 927529 | Center for Education                               | \$322.59/day               |                             | 121 days             | 12/20/2018-6/30/2019 |
| 191045 | CPC Behavioral Healthcare, Inc.- High Point School | \$372.00/day               |                             | 116 days             | 12/13/2018-6/30/2019 |
| 927701 | New Road School                                    | \$286.14/day               | \$100.00/day                | 117 days             | 12/12/2018-6/30/2019 |
| 927382 | SCHI                                               | \$509.51/day               | \$152.38/day                | 125 days             | 12/11/2018-6/30/2019 |
| 927388 | SCHI                                               | \$509.51/day               | \$152.38/day                | 125 days             | 12/11/2018-6/30/2019 |
| 926666 | SCHI                                               | \$509.51/day               |                             | 127 days             | 12/5/2018-6/30/2019  |
| 927438 | SCHI                                               | \$509.51/day               |                             | 117 days             | 12/21/2018-6/30/2019 |
| 927323 | SCHI                                               | \$509.51/day               | \$152.38/day                | 137 days             | 11/20/218-6/30/2019  |
| 927530 | SCHI                                               | \$509.51/day               | \$152.38/day                | 114 days             | 12/27/2018-6/30/2019 |
| 926666 | SCHI                                               |                            | \$152.38/day                | 99 days              | 1/17/2019-6/30/2019  |
| 927758 | SCHI                                               | \$509.51/day               | \$152.38/day                | 101 days             | 1/15/2019-6/30/2019  |

27. Approve NJ Commission for the Blind and Visually Impaired to service the following students for the 2018-2019 school year to be paid through budget account # 11-000-216-320-00-0000.

| Number | Placement                                      | Rate       | Start Date           |
|--------|------------------------------------------------|------------|----------------------|
| 911844 | Commission For The Blind and Visually Impaired | \$1,273.00 | 12/10/2018-6/30/2019 |
| 927530 | Commission For The Blind and Visually Impaired | \$1,134.00 | 1/1/2019-6/30/2019   |
| 908521 | Commission For The Blind and Visually Impaired | \$1,900.00 | 9/1/2018-6/30/2019   |
| 922686 | Commission For The Blind and Visually Impaired | \$1,900.00 | 9/1/2018-6/30/2019   |
| 911844 | Commission For The Blind and Visually Impaired | \$1,273.00 | 12/10/2018-6/30/2019 |

28. Approve the 2018-2019 tuition costs for the following out-of-district placements to be paid through budget account # 11-000-100-561-00-0000.

| Number | Placement                     | Per Diem Rate/Monthly Rate | Aide/Nurse Per Diem/Monthly | Billable Days/Months | Start Date          |
|--------|-------------------------------|----------------------------|-----------------------------|----------------------|---------------------|
| 191290 | Toms River Board of Education | \$95.74/day                |                             | 140 days             | 11/3/2018-6/20/2019 |
| 194348 | Toms River Board of Education | \$80.19/day                |                             | 140 days             | 11/3/2018-6/20/2019 |

29. Approve the 2018-2019 tuition costs for the following out-of-district placements to be paid through budget account # 11-000-100-569-00-0000.

| Number | Placement            | Per Diem Rate/Monthly Rate | Aide/Nurse Per Diem/Monthly                    | Billable Days/Months | Start Date         |
|--------|----------------------|----------------------------|------------------------------------------------|----------------------|--------------------|
| 913847 | Yeshiva Even Yisroel | N/A                        | \$7,540.00/month (1:1 aide & related services) | 10 months            | 9/1/2018-6/30/2019 |
| 7317   | Yeshiva Kesser Torah | \$5,000.00/month           |                                                | 10 months            | 9/1/2018-6/30/2019 |

30. Approve the 2016-2017 tuition costs for the following out-of-district placements to be paid through budget account # 11-000-100-561-00-0000.

| Number | Placement                           | Per Diem Rate/Monthly Rate | Aide/Nurse Per Diem/Monthly | Billable Days/Months | Start Date         |
|--------|-------------------------------------|----------------------------|-----------------------------|----------------------|--------------------|
| 919595 | Medford Township Board of Education | \$1,325.44/month           |                             | 3 months             | 4/3/2018-6/30/2018 |

31. Approve the 2017-2018 tuition costs for the following out-of-district placements to be paid through budget account # 11-000-100-561-00-0000.

| Number  | Placement                           | Per Diem Rate/Monthly Rate | Aide/Nurse Per Diem/Monthly | Billable Days/Months | Start Date         |
|---------|-------------------------------------|----------------------------|-----------------------------|----------------------|--------------------|
| *919595 | Medford Township Board of Education | \$1,500.80/month           |                             | 10 months            | 9/6/2017-6/30/2018 |

\*CORRECTION: 11/14/18



32. Approve the 2018-2019 tuition costs for the following out-of-district placements to be paid through budget account # 11-000-100-565-00-0000.

| Number | Placement          | Per Diem Rate/Monthly Rate | Aide/Nurse Per Diem/Monthly | Billable Days/Months | Start Date         |
|--------|--------------------|----------------------------|-----------------------------|----------------------|--------------------|
| 151017 | Primetime Center 2 | \$105.00/day               |                             | 43 days              | 1/4/2019-6/21/2019 |

33. Approve Amendment to Contract for Manchester Township- Regional Day school for student 151017-Student will now attend 4 days/week as opposed to 5 days/week; beginning 1/4/2019.

34. Approve Medical/Administrative Homebound Instruction for the following students by the following agency/consultant. (Budget Account #11-150-100-320-00-0000).

| Number | Agency/Consultant                          | Date                | Hourly Rate   |
|--------|--------------------------------------------|---------------------|---------------|
| 907104 | Brenda Douglas                             | 12/21/18 – 1/15/19  | \$40.00       |
| 926460 | Melissa Pick                               | 1/7/19 – 2/7/19     | \$40.00       |
| 927621 | Kathy Bower                                | 1/2/19 – 2/2/19     | \$40.00       |
| 908288 | Silvergate Prep                            | 1/2/19 – 2/2/19     | \$50.00       |
| 924909 | Education Inc. dba Learnwell               | 1/5/19 – 2/5/19     | \$49.00       |
| 918373 | Education Inc. dba Learnwell               | 1/19/19 – 2/2/19    | \$49.00       |
| 905982 | Kathryn Bower                              | 1/7/19 – 2/7/19     | \$40.00       |
| 195329 | Kathryn Bower                              | 1/7/19 – 2/7/19     | \$40.00       |
| 912193 | Kathleen Kirby                             | 12/7/18 – 1/7/19    | \$40.00       |
| 205333 | Rachel Klein                               | 1/7/19 – 1/15/19    | \$40.00       |
| 919969 | Daniel Silvestri                           | 12/9/18 – 1/20/19   | \$40.00       |
| 927088 | Leilanie Small                             | 12/14/18 – 2/14/19  | \$40.00       |
| 921122 | Tammy Weinick                              | 1/13/19 – 2/13/19   | \$40.00       |
| 906829 | Children's Hospital of Philadelphia (CHOP) | 1/1/19 – 2/1/19     | \$56.57       |
| 175325 | Barry Hoberman                             | 1/7/19 – 2/7/19     | \$40.00       |
| 923988 | TBD                                        | 1/22/19 – 3/22/19   | \$40.00       |
| 191277 | Michael Hadley, Iryna Magbanua             | 1/7/19 – 2/7/19     | \$40.00       |
| 922470 | Patricia Benevides                         | 1/22/19 – 2/22/19   | \$40.00       |
| 911099 | Tyler Flint                                | 1/7/19 – 2/7/19     | \$40.00       |
| 915712 | Tracy Brenman, Maureen Palhetta            | 1/7/19 – 2/7/19     | \$40.00       |
| 194508 | New Hope                                   | 12/1/18 – 1/31/19   | \$550.00/week |
| 191364 | Education Inc. dba Learnwell               | 12/11/18 – 12/25/18 | \$49.00       |
| 909896 | Education Inc. dba Learnwell               | 12/11/18 – 12/25/18 | \$49.00       |
| 10883  | Barbie Glatzer                             | 12/21/18 – 2/21/19  | \$40.00       |

| Number | Agency/Consultant                                | Date               | Hourly Rate |
|--------|--------------------------------------------------|--------------------|-------------|
| 10883  | Tree of Knowledge                                | 12/21/18 – 2/28/19 | \$50.00     |
| 906068 | Todd Pizzella                                    | 1/2/19 – 2/2/19    | \$40.00     |
| 928930 | Florence Bivins Rhoney                           | 12/13/18 -2/13/19  | \$40.00     |
| 225347 | Candy Herriger                                   | 12/3/18 – 2/3/19   | \$40.00     |
| 925007 | Allison Havemann                                 | 1/1/19 – 3/31/19   | \$40.00     |
| 910486 | Allison Havemann                                 | 1/3/19 – 2/3/19    | \$40.00     |
| 906809 | Kathleen Kirby, Gail Condon                      | 12/7/18 – 2/7/19   | \$40.00     |
| 907104 | Brenda Douglas                                   | 12/21/18 – 1/15/19 | \$40.00     |
| 191270 | Tanya Lees                                       | 11/17/18 -12/31/18 | \$40.00     |
| 214755 | Silvergate Prep                                  | 1/3/19 – 2/3/19    | \$50.00     |
| 194540 | Patricia Gregory, Michael Hadley,<br>Gail Condon | 12/10/18 – 1/2/19  | \$40.00     |
| 191015 | Florence Bivins Rhoney                           | 12/14/18 -12/31/18 | \$40.00     |
| 204231 | Leilanie Small                                   | 12/15/18 -1/9/19   | \$40.00     |
| 214789 | Tanya Lees                                       | 12/10/18 – 2/10/19 | \$40.00     |
| 201098 | Patricia Gregory                                 | 12/12/18 – 1/3/19  | \$40.00     |
| 908446 | TBD                                              | 1/3/19 – 1/10/19   | \$40.00     |
| 906159 | Education Inc. dba Learnwell                     | 1/2/19 – 2/7/19    | \$49.00     |
| 916393 | Nancy Riordan, Nancy Kwicinski                   | 1/23/19 – 2/6/19   | \$40.00     |
| 925250 | Elsa Mena                                        | 11/2/18 – 1/18/19  | \$40.00     |

35. Approve Tree of Knowledge to provide supplemental/home instruction for students S.B. (10883) and K.W. (905795) at a rate of \$50.00 per hour for the 2018-2019 school year, to be paid through budget account # 11-150-100-320-00-0000.
36. Approve Kathy Huber, registered Behavior Technician from Verbal Behavior Institute, for providing services during the 2018-2019 school year at a rate not to exceed \$10,000.00 to be paid through budget account #11-000-219-390-13-0000/11-000-219-320-13-0000.
37. Approve the following Child Study Team members to work on an hourly 'as needed basis', at the rate of \$40.00 per hour for the department. This must be approved prior by the Supervisor of Special Services to meet state mandated requirements during the 2018-2019 school year; to be paid through budget account #11-000-219-104-13-0013.

|                    |                             |
|--------------------|-----------------------------|
| Abraham, Penina    | Hammond, Devorah            |
| Bell, Laura        | Hendry, Janet               |
| Blackwell, Marisol | Jacobs, Miriam              |
| Bowers, Carol      | Kaznowski, Jennifer         |
| Castellano, Sally  | Maksumov, Yana              |
| Climmer, Donna     | Nussbaum, Gila              |
| Deutsch, Moshe     | Rauer, Angelica             |
| Filkin, Karen      | Rosciano-DiPietro, Michelle |

|                      |                     |
|----------------------|---------------------|
| Fortuna, Victoria    | Rosenberg, Yocheved |
| Gil Farias, Maria    | Stern, Peter        |
| Golding, Cheryl      | Wehl, Rachel        |
| Gruenebaum, Batsheva | Zentman, Chana      |
| Halle, Michelle      |                     |

38. Approve Michelle Lurie to provide Home Instruction for the 2018 – 2019 school year, at \$40.00 per hour, to be paid through budget accounts 11-150-100-320-00-0000.

39. Approve Letterland Intervention Training for Interventionists, February 27, 2019, at a cost not exceed \$4,805.84 (including all materials and manuals), to be paid through budget account # 20-270-200-500-15-0015. Four subs will be needed, at a cost not exceed \$600.00, to be paid through budget account #20-270-100-300-15-0015.

|                      |       |
|----------------------|-------|
| Denise Reed          | OSS   |
| Lora Fleming         | OSS   |
| Stephen Bukowski     | OSS   |
| Barbie Glatzer       | SSS   |
| Rose Carlo           | SSS   |
| Melanie Haines       | SSS   |
| Jill Kurek           | SSS   |
| Maryellen McLaughlin | CAGS  |
| Susan Wiemken        | CAGS  |
| Raymond Mann         | Piner |
| Kirsten Oliver       | Piner |
| Maryellen Brown      | Piner |
| Ann Luick            | EGC   |

40. Approval of the following school trips:

| Date    | School | Where to                                                    | # Students | # Staff / Adults | Admission Cost/Acct# | Transportation Cost/Acct#                                    |
|---------|--------|-------------------------------------------------------------|------------|------------------|----------------------|--------------------------------------------------------------|
| 3/28/19 | LHS    | *Olympic Complex<br>Puerto Rico-<br>Athletic<br>Competition | 15         | 4                | \$0.00               | \$5,400<br>(Airfare)<br>\$955 (Bus)<br>\$2,850.00<br>(Hotel) |
| 2/26/19 | LMS    | **OCC-Grunin<br>Center Lecture                              | 185        | 13               | \$0.00               | \$438.00 (In-<br>House Voucher<br>Pay)                       |

| Date    | School            | Where to                                                     | # Students | # Staff / Adults | Admission Cost/Acct# | Transportation Cost/Acct#                 |
|---------|-------------------|--------------------------------------------------------------|------------|------------------|----------------------|-------------------------------------------|
| 1/12/19 | LMS<br>SSS<br>LHS | Ocean Lanes,<br>Spec Olympics<br>Event                       | 19         | 5                | \$0.00               | \$0.00                                    |
| 4/16/19 | LMS               | ***Howell<br>Living Farm                                     | 80         | 18               | \$400.00             | \$540.00                                  |
| 3/29/19 | LHS               | ****Joe Kubert<br>School of<br>Cartoons &<br>Graphic Art     | 18-24      | 2                | \$0.00               | \$700.00                                  |
| 3/13/19 | LHS               | @ Liberty<br>Science Center                                  | 20         | 10               | \$352.50             | \$610.00<br>(Contracted)                  |
| 2/22/19 | LHS               | ! OC Mall<br>Safety Program                                  | 40         | 3                | \$0.00               | \$105.00 (In-<br>House Voucher<br>Pay)    |
| 3/12/19 | LMS               | @ United<br>Airlines Newark<br>Airport                       | 40         | 10               | \$0.00               | \$700.00<br>(Contracted)                  |
| 5/11/19 | LMS<br>LHS        | *****Spec<br>Olympics Area<br>6 Track Meet<br>Long Branch HS | 21         | 5                | \$0.00               | \$195.0000 (In-<br>House Voucher<br>Pay)  |
| 3/24/19 | LMS<br>LHS<br>SSS | *****Spec<br>Olympics Area<br>6 Swimming<br>Meet OC YMCA     | 21         | 5                | \$0.00               | \$140.00 (In-<br>House Voucher<br>Pay)    |
| 2/20/19 | LHS               | @! Solve The<br>Room                                         | 12         | 2                | \$288.00             | \$125.00 (In-<br>House Voucher<br>Pay)    |
| 5/24/19 | OSS               | !! Old Barracks<br>Museum/NJ<br>State Museum                 | 102        | 12               | \$620.00             | \$473.00 (In-<br>House Voucher<br>Pay)    |
| 3/14/19 | LHS               | @! Bubbakoo's<br>Burritos                                    | 15         | 2                | \$0.00               | \$105.00 00 (In-<br>House Voucher<br>Pay) |
| 4/8/19  | LHS               | & OCC GRUNIN<br>CENTER<br>"BOLLYWOOD"                        | 50         | 3                | \$0.00               | \$140.00 (In-<br>House Voucher<br>Pay)    |

| Date    | School | Where to                              | # Students | # Staff / Adults | Admission Cost/Acct# | Transportation Cost/Acct#       |
|---------|--------|---------------------------------------|------------|------------------|----------------------|---------------------------------|
| 2/26/19 | LHS    | & OCC GRUNIN CENTER "AISHA FUKUSHIMA" | 50         | 3                | \$0.00               | \$105.00 (In-House Voucher Pay) |
| 2/8/19  | PINER  | Miles of Smiles Program               | 30         | 7                | \$0.00               | \$125.00 (In-House Voucher Pay) |

\*STUDENT/STAFF PAY AIRFARE, HOTEL & MEALS, BUS ACCOUNT #15-000-270-512-03-0003  
 SUBJECT TO APPROVAL OF ROSTER AND ALL DONATIONS MUST BE APPROVED BY THE SUPERINTENDENT  
 \*\*TRANSPORATION REIMBURSED (UP TO \$750) BY THE GRUNIN CENTER  
 \*\*\*ADMISSION PAID WITH CLUB FUNDS, TRANSPORTATION ACCT#15-000-270-512-04-0004  
 \*\*\*\*TRANSPORTATION PERKINS ACCOUNT #20-360-200-500-03-0000  
 \*\*\*\*\*ACCOUNT #11-402-100-800-15-0000  
 @ PAID THROUGH CLUB FUNDS  
 ! ACCOUNT # 15-000-270-512-03-0003  
 !! PREVIOUSLY APPROVED 12/12/18 AGENDA ADDED BUS FOR ADD'L STUDENTS & STAFF  
 @! PERKINS ACCOUNT #20-360-200-500-03-0000  
 & OCC TO REIMBURSE FOR BUS COST

41. Approve Professional Development for the following staff for the 2018-2019 school year:

| LAST NAME | FIRST NAME | WORKSHOP                                        | DATE(S)                                  | REGISTRATION FEE           | MILEAGE | OTHER                                                |
|-----------|------------|-------------------------------------------------|------------------------------------------|----------------------------|---------|------------------------------------------------------|
| Anen      | Kathleen   | *****Autism NJ Transition Conference            | 2/25/19                                  | \$129.00 (Non-member rate) | \$0.00  | \$0.00                                               |
| Cucuro    | Yvette     | *** Leader In Me Training                       | 2/6/19<br>2/7/19                         | \$295.00                   | \$61.38 | \$30.00 (TOLLS)                                      |
| Cucuro    | Yvette     | Leader In Me Training                           | 2/8/19                                   | \$0.00                     | \$11.16 | \$0.00                                               |
| Currao    | Vincent    | @ Directors of Athletics Assoc of NJ Conference | 3/12/19<br>3/13/19<br>3/14/19<br>3/15/19 | \$375.00                   | \$39.43 | \$3.00 (tolls)<br>\$219.00 (Hotel)<br>165.00 (Meals) |
| DePeri    | Charles    | ****Designated Person                           | 2/8/19                                   | \$205.00                   | \$0.00  | \$0.00                                               |
| Filkin    | Karen      | Strategies/Discipline                           | 1/28/19                                  | \$0.00                     | \$4.34  | \$0.00                                               |

| LAST NAME      | FIRST NAME | WORKSHOP                                                         | DATE(S)          | REGISTRATION FEE         | MILEAGE | OTHER             |
|----------------|------------|------------------------------------------------------------------|------------------|--------------------------|---------|-------------------|
|                |            | & Spec Populations                                               |                  |                          |         |                   |
| Huggins-Dickey | Gay        | ****Coding Series<br>Have you met Alice                          | 3/7/19           | \$178.00                 | \$34.72 | \$4.50<br>(Tolls) |
| Huggins-Dickey | Gay        | **The Coding<br>Teacher Series                                   | 2/28/19          | \$178.00                 | \$34.72 | \$4.50<br>(Tolls) |
| Mazzaroni      | Susan      | @ Leader in Me<br>Training                                       | 2/6/19<br>2/7/19 | \$295.00                 | \$58.65 | \$0.00            |
| Napolitano     | Tara       | *Section 504                                                     | 2/11/19          | \$189.99                 | \$0.00  | \$0.00            |
| Salins         | Andris     | *Section 504                                                     | 2/11/19          | \$189.99                 | \$0.00  | \$0.00            |
| Sanchez        | Sharon     | *Art Therapy                                                     | 3/1/19           | \$199.00                 | \$0.00  | \$0.00            |
| Simonelli      | Dana       | *Art Therapy                                                     | 3/1/19           | \$199.00                 | \$0.00  | \$0.00            |
| Solar          | Sharon     | *****Autism NJ<br>Transition<br>Conference                       | 2/25/19          | \$49.00<br>(Member rate) | \$0.00  | \$0.00            |
| Trischitta     | James      | ***NJSLA Dist. Test<br>Coordinator & Dist<br>Technology Training | 2/26/19          | \$0.00                   | \$20.46 | \$0.00            |
| Varela         | Gloria     | *Section 504                                                     | 2/11/19          | \$189.99                 | \$39.50 | \$0.00            |

\*ACCOUNT #20-270-200-500-15-0015

\*\*REGISTRATION FEE 20-270-200-500-15-0015 MILEAGE/TOLLS 15-000-223-500-03-0003

\*\*\* CORRECTION FROM 1/8/19 AGENDA ADDED TOLLS ACCOUNT #15-000-223-320-07-0007

\*\*\*\*PREVIOUSLY APPROVED 1/8/19 AGENDA "DATE CHANGE ONLY"

\*\*\*\*\*ACCOUNT #11-000-223-320-00-0000

@ ACCOUNT #15-000-223-320-07-0007

42. Approve the following placements for the SPRING 2019 semester for student teaching  
(subject to approval of Criminal History background check):

| LAST NAME    | FIRST NAME | COLLEGE/UNIVERSITY | PLACEMENT | DATES FOR PLACEMENT |
|--------------|------------|--------------------|-----------|---------------------|
| Liani        | Elisheva   | GCU                | Piner     | 1/31-5/22/19        |
| Brooks       | Benjamin   | GCU                | CAGS      | 1/31/19             |
| Rizzo-Mahler | Danielle   | Kean               | LHS       | 1/31-5/15/19        |

43. Approve the following placements for the Spring 2019 semester for student observations:

| LAST NAME | FIRST NAME | COLLEGE/UNIVERSITY | PLACEMENT | DATES FOR PLACEMENT |
|-----------|------------|--------------------|-----------|---------------------|
| Szurkus   | Alexandra  | GCU                | OSS       | 2/18-5/10/19        |

44. Approve the transfer of \$50,000.00 from the Lakewood Township Restricted Grant after-school line to the Lakewood Township Restricted Grant Special Education Line, in order to decrease Out-of-District student placements and foster placements in the Least Restrict Environment (LRE). Services provided will include, but not be limited to, paraprofessionals/aides/shadows and Special Education Instruction (Special Education Teachers must be certified). Maximum 2 hours of Special Education Instruction per day. Maximum 2 hours of Paraprofessional/Aide/Shadows a day. Staff will receive the District rate (Pending Township approval).
45. Approve the transfer of \$35,000.00 from the Lakewood Township Restricted Grant after-school line to the Lakewood Township Restricted Grant Special Education line, which will allow the District to re-open the Service Center, in order to provide Occupational and Physical Therapy (OT/PT) to students (Pending Township approval).
46. Approval to purchase one Hitachi DLP Projector System, including screen, cables, cart and accessories from CDW at a cost of \$19,673.40, to be paid through budget account #20-360-100-610-03-0000.
47. Approve LJ Clark, head football coach, to scout football teams during the 2018-2019 season at a cost of \$50 per scouting assignment, to be paid through budget account 11-402-100-100-15-0000.
48. Approval to purchase 60 HP Chromebooks and two Charging Carts for Oak Street School at a cost of \$19,357.00 and charged to budget account #15-190-100-610-09-0009.
49. Approve Adgianne Velasco, translator for Child Study Team meetings, at a rate of \$25 per hour, not to exceed 25 hours per week for the 2018-2019 school year, to be paid through budget account #11-000-219-104-13-0013.
50. Approve Soday Training for High School Staff members for a 3 day training at a cost of \$2,750.00 per day which includes installation training of Soday Systems. To be provided through Title IIA funds from Account#20-270-200-300-15-0015, not to exceed \$8,250.00.
51. Approve Soday Materials for High School Staff members for the 3 day training at a cost of \$7122.50, which includes Soday Systems Intervention Sets. To be provided through Title IIA funds from Account#20-270-200-600-15-0015, not to exceed \$7,122.50.

52. Approve Meredith Alvira to provide special education coaching and support for 5 days of workshops for the following dates: May 2, May 3, May 6, May 7, & May 8 at a cost of \$1,700.00 per day, not to exceed \$8,500.00 to be provided through Title IIA funds from Account#20-270-200-300-15-0015.
53. Approve Chaya Ahuva Witty as a floor time specialist to support pre-school students for the 2018-2019 school year at \$85.00 per hour not to exceed a total of \$12,750.00, from account 11-000-219-320-00-0000/11-000-219-390-13-0000.
54. Approve Ida Palmieri for preparation for BCBA training to staff at a rate of \$40.00 per hour, not to exceed 12 hours; for the training on January 7, 2019.
55. Approve the list of Hazardous Roads which will be added to the District's Hazardous Transportation Regulation 8600, pending township approval.
56. **Be It Hereby Resolved**, that the Board of Education approve the following settlement, in the student matter captioned, A.C. & T.C. o/b/o N.C. v. Lakewood Township Board of Education EDS-17971-18/Ref: 2019-29151, and in accordance with the terms of the current Agreement and Release provided to the Board which is on file in the office of the Business Administrator.
57. **Be It Hereby Resolved**, that the Board of Education approve the following settlement, in the student matter captioned, M.B. & E.B. o/b/o R.B. v. Lakewood Township Board of Education EDS-12330-18/Ref: 2019-28543, and in accordance with the terms of the current Agreement and Release provided to the Board which is on file in the office of the Business Administrator.
58. Approve the NJDOE Division of Early Childhood Education 2019-2022 PEA Three-Year Preschool Program Plan and submission.
59. Transfer **\$65,000.00** from the Lakewood Township Restricted Grant after-school line to the Lakewood Township Restricted Grant Special Education line, in order to provide related services and re-open the Service Center (Pending Township Approval).

#### **IMPORTANT INFORMATION:**

Fire Drill Report – December 2018  
Security Drill Report – December 2018  
HIB Report – December 2018

#### **B. PERSONNEL**

##### **1. CERTIFICATED**



**a. Resignations**

1. CODER, Kimberly  
Teacher – LLD – OSS  
Effective: March 15, 2019
2. MENDYK, Eric  
Teacher – ICS – CAS  
Effective: March 26, 2019 or sooner
3. ELSBREE, Shelleen  
Teacher – Literary Coach – District  
Effective: February 15, 2019

**b. Retirements – None At This Meeting**

**c. Terminations - None At This Meeting**

**d. Leaves of Absence**

1. BADUM, Stephanie  
Teacher-LMS  
Contractual-Medical-Sick (10 days)-Paid  
Effective: November 12, 2018  
Terminating: November 27, 2018  
FMLA-Medical-Unpaid  
Effective: November 28, 2018  
Returning: January 14, 2019 (pending Dr.s' release)  
(extended from original Board approved 12/12/18 request)
2. BARBAGELATA, Karen  
Teacher-CAGS  
Contractual-Sick (22 days)-Paid  
Effective: January 2, 2019  
Returning: February 4, 2019
3. BEDROSE, Marissa  
Teacher-CAGS  
NJFL-Unpaid  
Effective: February 28, 2019  
Returning: March 14, 2019
4. CARLO, Rose

Intervention Teacher-SSS  
Sick-Paid  
Effective: December 19, 2018  
Returning: May 8, 2019  
(pending attendance data)

5. COHEN, Chaya  
Teacher-CIII  
NJFL-Unpaid  
Effective: October 25, 2018  
Terminating: December 5, 2018  
NJFL-Sick (10 days)-Paid  
Effective: December 5, 2018  
Returning: December 17, 2018  
(begin date changed from original Board approved 10/24/18 request)
6. DEFALCO, Tara  
Teacher-Piner  
Contractual-Sick (10 days) & Personal (4 days)-Paid  
Effective: February 8, 2019  
Terminating: March 3, 2019  
(pending attendance data)  
NJFL-Unpaid  
Effective: March 4, 2019  
Returning: May 30, 2019
7. FLOYD, Harold  
Teacher-OSS  
Medical-Sick (28 days)-Paid  
Effective: January 22, 2019  
Returning: March 5, 2019 (pending Dr.s release)
8. FOBES, Lauren  
Teacher-CAGS  
Bonding-Sick (22 days) – Paid  
Effective: October 29, 2018  
Terminating: December 3, 2018  
NJFL-Bonding-Unpaid  
Effective: December 4, 2018  
Returning: March 4, 2019  
(extended from original Board approved 8/8/18)
9. GONZALEZ, Gladys

Teacher-SSS  
Contractual-Medical-Sick (13.5 days)-Paid  
Effective: November 14, 2018  
Terminating: December 12, 2018(.5)  
FMLA-Medical-Unpaid  
Effective: December 12, 2018 (.5)  
Terminating: March 13, 2019  
Contractual-Medical-Unpaid  
Effective: March 14, 2019  
Terminating: June 30, 2019  
(Extended from original Board approved 12/12/18 request per  
Dr.s note)

10. HAVEMANN-NIEDRACH, Allison

Teacher-CAGS  
Contractual-Sick (5 days) & Personal (4 days)-Paid  
Effective: March 4, 2019  
Terminating: March 14, 2019  
(pending attendance data)  
Contractual-Unpaid  
Effective: March 15, 2019  
Returning: April 1, 2019

11. HORNER, Jacquelyn

Teacher-OSS  
FMLA-Unpaid  
Effective: February 20, 2019  
Returning: April 18, 2019

12. MARQUES, Kristen

Teacher-Piner  
Contractual-Sick (8 days) & Personal (4 days)-Paid  
Effective: February 19, 2019  
Terminating: March 6, 2019  
(pending attendance data)  
NJFL-Unpaid  
Effective: March 7, 2019  
Returning: June 6, 2019

13. MINUTILLO-SHANN, Antoinette  
Teacher-LHS  
Contractual-Medical-Sick (7 days) & Personal (3 days)-Paid  
Effective: January 15, 2019  
Terminating: January 24, 2019  
Contractual-Medial-Extra Consideration minus sub pay (23 days)-  
Paid  
Effective: January 25, 2019  
Returning: March 6, 2019 (pending Dr.s' release)
14. SCHONBRUN, Malky  
Speech Therapist-Related Services  
Contractual- Sick (10 days) & Personal (4 days) – Paid  
Effective: September 12, 2018  
Terminating: October 2, 2018  
NJFL-Bonding-Unpaid  
Effective: October 3, 2018  
Terminating: December 3, 2018  
FMLA-Bonding-Unpaid  
Effective: December 4, 2018  
Returning: February 26, 2019  
(extended from original Board approved 9/17/18 request)
15. WARE, Mary  
Teacher-LHS  
Contractual-Intermittent-Sick (10 days)-Paid  
Effective: January 24, 2019  
Returning: February 14, 2019
16. WATTS, Tara  
Teacher-CAGS  
Contractual-Sick (21 days)-Paid  
Effective: October 29, 2018  
Terminating: November 30, 2018  
NJFL-Bonding-Unpaid  
Effective: December 1, 2018  
Returning: February 11, 2019
17. BARTON, Courtney  
Teacher-LMS  
FMLA-Medical-Unpaid  
Effective: February 4, 2019  
Returning: April 1, 2019

18. HORNER, Jacquelyn  
Teacher-OSS  
Contractual-Medical –Sick (9 days)-Paid  
January 22, 2019  
Terminating: February 3, 2019  
FMLA-Unpaid  
Effective: February 4, 2019  
Terminating: February 24, 2019  
NJFL-Unpaid  
Effective: February 25, 2019  
Returning: April 18, 2019  
(Corrected from 1/30/19 agenda for begin date-went out early)

19. GRUENEBAUM, Batsheva  
LDTC-CST  
Bonding-Sick (7 days)-Paid  
Effective: September 4, 2018  
Terminating: September 16, 2018  
NJFL-Unpaid  
Effective: September 17, 2018  
Terminating: December 9, 2018  
FMLA-Unpaid  
Effective: December 10, 2018  
Returning: March 4, 2019  
(extended from original board approved 8/29/18 agenda)

#### LOA REWRITTEN PER MOA AGREEMENT

1. ACEVEDO, Luanne  
Teacher-EGC  
Contractual-Medical-Sick (39 days)-Paid  
Effective: September 12, 2018  
Returning: November 12, 2018
2. BELL, Laura  
Social Worker-CST-CAGS  
Contractual-Sick (20.5 days) & Personal (4 days)-Paid  
Effective: October 29, 2018  
Terminating: December 5, 2018(.5)  
Contractual-Extra Consideration minus Sub pay (24.5)-Paid  
Effective: December 5, 2018(.5)  
Returning: January 24, 2019 (revised from original Board  
approved end date per new Dr.s'note)

3. BORRESS, Jessica  
LHS-Guidance Counselor  
Contractual-Bonding-Sick (43 days)-Paid  
Effective: September 4, 2018  
Terminating: November 11, 2018  
NJFL-Bonding-Unpaid  
Effective: November 22, 2018  
Returning: January 2, 2019
4. COPLAN, Lisa  
Teacher-CAGS  
Contractual-Maternity-Sick (64 days)-Paid  
Effective: January 2,  
Terminating: April 4, 2019 (pending attendance data)  
NJFL-Unpaid Effective: April 5, 2019  
Returning: May 6, 2019
5. FAGLIARONE, Sabrina  
Teacher-Piner  
Contractual-Maternity- Sick (41 days) & Personal (4 days)-Paid  
Effective: November 16, 2018  
Terminating: January 31, 2019  
FMLA-Unpaid Effective: February 1, 2019  
Terminating: February 24, 2019  
NJFL-Unpaid Effective: February 25, 2019  
Terminating: May 19, 2019  
Contractual-Unpaid Effective: May 20, 2019  
Terminating: June 30, 2019
6. FINKEL, Esther  
Teacher-Piner  
Contractual-Sick (13.5 days) & Personal (4 days)- Paid  
Effective: September 24, 2018  
Terminating: October 18, 2018(.5) (pending attendance data)  
NJFL-Bonding-Unpaid Effective: October 18, 2018(.5)  
Returning: November 27, 2018
7. FODOR, Andrew  
Teacher-LMS  
Contractual-Bonding-Personal (3 days)-Paid  
Effective: November 5, 2018  
Terminating: November 11, 2018  
NJFL-Bonding-Unpaid

Effective: November 12, 2018  
Returning: November 26, 2018

8. FRANCIA, Michael  
Teacher-LHS  
Contractual-Bonding-Sick (32 days)- Paid  
Effective: October 15, 2018  
Returning: December 4, 2018-MAP
9. GARFUNKEL, Chaya Sara  
Supervisor  
Contractual-Maternity- Sick (18 days) & Vacation (15 days) &  
Personal (4 days)-Paid  
Effective: October 5, 2018  
Returning: December 3, 2018
10. GOLDWASSER, Libby  
Teacher-LECC  
Contractual-Bonding LOA-Sick (7 days)-Paid  
Effective: September 4, 2018  
Terminating: September 16, 2018  
NJFL-Bonding-Unpaid  
Effective: September 17, 2018  
Returning: November 17, 2018
11. MOORE, Elizabeth  
Teacher-Piner  
Contractual-Medical-Sick (16.5 days) & Personal (1 day)-Paid  
Effective: September 4, 2018  
Terminating: October 1, 2018 (.5)  
FMLA-Medical-Unpaid  
Effective: October 1, 2018(.5)  
Terminating: November 25, 2018  
NJFL-Bonding-Unpaid  
Effective: November 26, 2018  
Returning: February 4, 2019 (extended from original Board  
approved 8/6/18 agenda)
12. RUIZ, Georgia  
Teacher-OSS  
Contractual-Medical-Sick (52 days)-Paid  
Effective: 10/3/18  
Returning: 12/20/18 (pending Dr.'s release)

13. SCHONBRUN, Malky  
Speech Therapist-Related Services  
Contractual-Bonding-Sick (10 days) & Personal (4 days) – Paid  
Effective: September 12, 2018  
Terminating: October 2, 2018  
NJFL- Bonding-Unpaid Effective: October 3, 2018  
Terminating: December 3, 2018  
FMLA-Bonding: Unpaid  
Effective: December 4, 2018  
Returning: January 2, 2019
14. SCRIBN ER, Susan  
Teacher-Piner/SSS  
Contractual-Sick (22 days) & Personal (4 days)-Paid  
Effective: September 12, 2018  
Terminating: October 21, 2018  
Contractual-Extra consideration minus Sub pay (56 days)-Paid  
Effective: October 22, 2018  
Returning: January 23, 2019
15. SILBERSTEIN, Faye  
Speech Therapist-Related Services  
Contractual-Maternity-Sick (29 days) & Personal (4 days)-Paid  
Effective: September 7, 2018  
Terminating: October 29, 2018 (pending attendance data)  
Contractual-Extra consideration minus sub pay (15 days)  
Paid Effective: October 30, 2018  
Terminating: November 25, 2018  
Contractual-Bonding-Extra consideration minus sub pay (5 days)-  
Paid  
Effective: November 26, 2018  
Terminating: December 2, 2018  
NJFL-Unpaid Effective: December 3, 2018  
Returning: February 20, 2019
16. SILINONTE, Gina  
Teacher-LMS  
Contractual-Maternity-Sick (56 days)-Paid  
Effective: September 4, 2018  
Terminating: November 30, 2018  
Bonding-Sick (15 days)-Paid  
Effective: December 1, 2018  
Terminating: January 1, 2019  
NJFL-Bonding-Unpaid



Effective: January 2, 2019  
Returning: January 7, 2019

17. TSCHINKEL, Amy  
Teacher-SSS  
Contractual-Maternity-Sick (2 days)-Paid  
Effective: November 1, 2018  
Terminating: November 4, 2018  
NJFL-Unpaid  
Effective: November 5, 2018  
Returning: December 17, 2018

e. Transfers

1. CITTADINO, Jennifer  
From: Teacher – OSS  
To: Literacy Coach – District  
Effective: TBD  
Terminating: June 30, 2019  
(replacement for L. Stross – resigned - \$54,116.00)  
(Transfer pending the hiring of a replacement for Ms. Cittadino)  
(budget account # 11-000-221-176-00-0000)
2. LUNA, Georgette  
From: Teacher – ESL – CAS  
To: Teacher – Bilingual 3<sup>rd</sup> Grade – CAS  
Effective: January 31, 2019  
Terminating: June 30, 2019  
(replacement for M. Hidalgo – resigned - \$55,016.00)  
(budget account # 15-240-100-101-06-0006)

f. Appointments

1. \*CORRIGAN, Jessica  
Teacher – LLD – OSS  
Effective: February 11, 2019  
Terminating: June 30, 2019  
Salary: Step 3, BA - \$49,266.00 prorated  
(Mentoring paid by employee if necessary)  
(Replacement L. Hatcher – reassigned - \$48,966.00)  
(budget account # 15-204-100-101-09-0009)

2. \*GOLDBAUM, Malky  
Teacher – PHS/ICS – LECC Campus I  
Effective: January 31, 2019  
Terminating: June 30, 2019  
Salary: Step 6, MA - \$53,166.00 prorated  
(Mentoring paid by employee if necessary)  
(New Position)  
(budget account # 11-216-100-101-15-0015)

g. Reappointments – None At This Meeting

h. Salary Adjustments

1. TAMARANA, Rebecca  
From: Step 3, BA - \$49,266.00  
To: Step 3, MA - \$52,266.00  
Effective: February 1, 2019  
Terminating: June 30, 2019  
Account #: 15-213-100-101-05-0005
2. YOUNG, Danielle  
From: Step 3, BA - \$49,266.00  
To: Step 3, BA15 - \$50,266.00  
Effective: February 1, 2019  
Terminating: June 30, 2019  
Account #: 15-212-100-101-04-0004
3. DE SANTIS, Jessica  
From: Step 8, BA - \$51,316.00  
To: Step 8, BA30 - \$53,316.00  
Effective: February 1, 2019  
Terminating: June 30, 2019  
Account #: 15-213-100-101-07-0007
4. CANCHON-VERGARA, Javier  
From: Step 18, BA - \$61,616.00  
To: Step 18, BA15 - \$62,616.00  
Effective: February 1, 2019  
Terminating: June 30, 2019  
Account #: 15-130-100-101-04-0004

5. KLINGER, Aimee  
From: Step 19, BA - \$63,316.00  
To: Step 19, BA15 - \$64,316.00  
Effective: February 1, 2019  
Terminating: June 30, 2019  
Account #: 15-140-100-101-03-0003
6. KERSAINT, Elrica  
From: Step 12, MA - \$57,116.00  
To: Step 12, MA15 - \$58,116.00  
Effective: February 1, 2019  
Terminating: June 30, 2019  
Account #: 15-240-100-101-03-0003
7. KATECHIS, Nicoletta  
From: Step 3, BA - \$49,266.00  
To: Step 3, BA30 - \$51,266.00  
Effective: February 1, 2019  
Terminating: June 30, 2019  
Account #: 15-120-100-101-09-0009
8. GRYGIEL, Donna  
From: Step 3, BA - \$49,266.00  
To: Step 3, BA15 - \$50,266.00  
Effective: February 1, 2019  
Terminating: June 30, 2019  
Account #: 15-130-100-101-04-0004
9. LIEBERMAN, Benjamin  
From: Step 7, MA15 - \$117,419.00  
Degree Stipend - \$3,000.00  
To: Step 7, MA30 - \$117,419.00  
Degree Stipend - \$5,000.00  
Effective: February 1, 2019  
Terminating: June 30, 2019  
Account #: 11-000-221-102-00-0000 50%  
20-231-200-100-15-0000 50%
10. VIDES, Maritza  
Teacher – Bilingual Kindergarten – SSS  
Salary from: Step 2, BA - \$48,966.00 prorated  
Salary to: Step 1, BA - \$48,666.00 prorated  
Effective: January 29, 2019  
Terminating: June 30, 2019

(Correction from December 12, 2018 Agenda)

**11. SOSNOWSKI, Michelle**

Teacher OSS

From: Step 7, MA - \$53,666.00

To: Step 7, MA15 - \$54,666.00

Effective: February 1, 2019

Terminating: June 30, 2019

Account #: 15-213-100-101-09-0009

**i. Stipends**

**1. Co-Curricular - LHS**

2018-2019 school year

LEA Contract, Schedule G

(budget account #11-401-100-100-03-0003)

| Teacher         | Position                     | Stipend  |
|-----------------|------------------------------|----------|
| Lisa Bergamotto | Stamp Club<br>½ year program | \$413.50 |

**j. Tuition Reimbursement**

**2018-2019 TUITION LEA**

**1. JUDE, Patricia**

Teacher OSS

3 credits

EDUC Methods of Teaching ESL/BE

\$1,950.00

Account #11-000-291-280-00-0000

**2. CITTADINO, Jennifer**

Teacher OSS

3 credits

EDC 6201 Assessment & Diagnosis Reading Problems

\$2,106.00

Account #11-000-291-280-00-0000

**3. DARNOWSKI, Sheila**

Teacher LMS

3 credits

EL5123 Diverse Learners

\$705.00

Account #11-000-291-280-00-0000

4. KRAMER, Chaya  
Speech Therapist Related Services  
3 credits  
EDC 5010 Curricular Leadership for the Inclusive School  
\$\$1,989.00  
Account #11-000-291-280-00-0000

5. KRAMER, Chaya  
Speech Therapist Related Services  
3 credits  
EDC 5102 Supervision of Instruction in Inclusive Schools  
\$1,989.00  
Account #11-000-291-280-00-0000

6. KERSAINT, Elrica  
Teacher LHS  
3 credits  
EDL 530 School Law & Policy  
\$2,154.00  
Account #11-000-291-280-00-0000

7. ITWARU, Nandieta  
Teacher CAGS  
3 credits  
543 Leadership & The Learning Organization  
\$1,972.14  
Account #11-000-291-280-00-0000

8. ITWARU, Nandieta  
Teacher CAGS  
3 credits  
619 Seminar in Administration Supervision & Curriculum  
\$1,972.14  
Account #11-000-291-280-00-0000

**2018-2019 TUITION LAA**

9. LIEBERMAN, Benjamin  
Supervisor of Science, Engineering &  
Title I,II,III,IV, Nonpublic Nursing & Textbook Grants  
3 credits  
General Chemistry II with Lab

\$281.46  
Account #11-000-291-280-00-0001

k. Miscellaneous

1. COYNE, Joann  
Teacher-SSS  
Sick (94.5) + Personal (5) = 99.5  
 $99.5 \div 2 = 49.75$   
 $\$68,746. \div 183 = \$375.66$   
 $\$375.66 \times 49.75 = \$18,689.08^{**}$   
***\*\*\$15,000.00 Maximum Allowed Per State Statute 18A:30-3.5.***
2. GOLDSMITH, Debra  
Teacher-LMS  
Sick (43.5) + Personal (5.5) = 49  
 $49 \div 2 = 24.5$   
 $\$60,016. \div 183 = \$327.95$   
 $\$327.95 \times 24.5 = \$8,034.92$
3. ROVIRA, Susan  
Teacher-EGC  
Sick (86) + Personal (15.5) = 101.5  
 $101.5 \div 2 = 50.75$   
 $\$69,430. \div 183 = \$379.39$   
 $\$379.39 \times 50.75 = \$19,254.49$   
***(Calculations based on State Statute 18A:30-3.5)***

2. NON-CERTIFICATED

a. Resignations

1. HIBBERD, Tiffany  
Bus Aide – District  
Effective: January 14, 2019
2. LAZZARO, Joseph  
Security Specialist – District  
Effective: January 17, 2019
3. PYLE, Alex  
Computer Technician  
Effective: February 9, 2019

4. JANKOWSKI, Christopher  
Computer Tech  
No Show
5. TURAN, Gulbeyaz  
Paraprofessional – K Program – SSS  
February 8, 2019
6. GOLDBAUM, Malky  
Paraprofessional – LECC Campus I - ONLY  
Effective: January 31, 2019  
(rehired as a certificated staff member)

b. Retirements

1. GREENE, Robert  
Bus Driver – District  
June 30, 2019 or sooner

c. Terminations

1. Ratify Employee #8104  
Bus Aide – District  
Effective: December 15, 2018
2. GREEN, Catherine  
Bus Driver – District  
Rescinded

d. Leaves of Absence

1. ALBANESE, Ligia  
Para-LMS  
Contractual-Personal (3) & Sick (4)-Paid  
Effective: January 2, 2019  
Terminating: January 10, 2019  
(pending attendance data)  
FMLA-Unpaid  
Effective: January 11, 2019  
Returning: March 25, 2019
2. CENTENO, Yesenia  
Paraprofessional-SSS  
Contractual-Medical-Unpaid

Effective: September 6, 2018  
Returning: March 4, 2019 (pending Dr.s' release)  
(extended from original board approved 9/17/18 request)

3. GAVAN, Laura  
Paraprofessional-Piner  
Medical-Sick (7.5 days) & Personal (3 days)-Paid  
Effective: November 27, 2018  
Terminating: December 12, 2018(.5)  
(pending attendance data)  
FMLA-Unpaid  
Effective: December 12, 2018(.5)  
Returning: January 2, 2019 (pending Dr.s' release)
4. GRIFFIN, Rosamond  
Bus Driver-Transportation  
Contractual-Medical-Sick (18 days)-Paid  
Effective: January 14, 2019  
Terminating: February 10, 2019  
Contractual-Medical-Unpaid  
Effective: February 11, 2019  
Returning: March 11, 2019
5. GRIMES, Sarah  
Bus Driver-Transportation  
Contractual-Medical-Sick (18 days)-Paid  
Effective: February 19, 2019  
Terminating: March 14, 2019  
(pending attendance data)  
Contractual-Medical-Unpaid  
Effective: March 15, 2019  
Returning: May 20, 2019 or sooner (pending Dr.s' release)
6. JOMO, Francine  
Bus Driver-Transportation  
Medical-Sick (8 days)-Paid  
Effective: January 2, 2019  
Terminating: January 13, 2019  
FMLA-Medical-Unpaid  
Effective: January 14, 2019  
Returning: January 31, 2019 (pending Dr.'s release)



7. MIZRAHI, Nechoma  
Paraprofessional-CIII  
NJFL-Unpaid  
Effective: February 19, 2019  
Returning: May 15, 2019
8. PYSNIAK, Donna  
Secretary-CST/OSS  
Contractual-Sick (3 days)-Paid  
Effective: November 19, 2018  
Terminating: November 25, 2018  
FMLA-Unpaid  
Effective: November 26, 2018  
Returning: February 4, 2019  
(extended from original Board approved 12/12/18 request)

#### LOA REWRITTEN PER MOA AGREEMENT

1. GRAFF, Shari  
Paraprofessional-Piner  
Contractual-maternity -Sick (17 days)-Paid  
Effective: September 12, 2018  
Terminating: October 8, 2018 (pending attendance data)  
NJFL-Unpaid Effective: October 9, 2018  
Returning: October 29, 2018
2. PICK, Melissa  
Paraprofessional-LMS  
Contractual-Medical-Sick (7.5 days) & Personal (4 days)-Paid  
Effective: October 5, 2018  
Terminating: October 19, 2018 (.5)  
FMLA-Medical-Unpaid Effective: October 19, 2018 (.5)  
Returning: October 22, 2018

#### e. Transfers

1. AMOGRETTI, Victoria  
From: Paraprofessional - 1:1 – MD - OSS  
To: Paraprofessional - 1:1 – Autistic - OSS  
Effective: December 10, 2018  
Terminating: June 30, 2019  
(replacement for B. Brooks – reassigned)

2. MULHOLLAND, Brandi  
 From: Program Paraprofessional - OSS  
 To: Paraprofessional 1:1 - OSS  
 Effective: December 10, 2018  
 Terminating: June 30, 2019  
 (replacement for V. Amogretti – reassigned)
  
3. Ratify ARANEO, Dawn  
 From: Paraprofessional – 1:1 LLD – Piner  
 To: Paraprofessional – 1:1 ICS - CAS  
 Effective: September 1, 2018  
 Terminating: June 30, 2019  
 (budget account # 15-190-100-106-06-0006)

f. Appointments

1. \*SOLANO, Raysa  
 Paraprofessional – Bilingual – CAS  
 Effective: January 16, 2019  
 Terminating: June 30, 2019  
 Salary: Step 11, 60 Credits - \$20,119.00 prorated  
 (New Position)  
 (budget account # 15-190-100-106-06-0006)
  
2. \*STEPIRO, Nicole  
 Paraprofessional – 1:1 – LECC Campus II  
 Effective: February 4, 2019  
 Terminating: June 30, 2019  
 Salary: Step 14, 0 Credits - \$20,349.00 prorated  
 (New Position)  
 (budget account # 11-000-217-106-00-1000)
  
3. \*&\*\*\*SUBSTITUTE PARAPROFESSIONAL  
 Pending Fingerprinting & Certification  
 2018-2019 School Year  
 \$12.00 Per Hour

WARE, Andrew-BA  
 CAPISTRAN, Melissa  
 GUARIN, Juan  
 JEAN-LOUIS, Brigitte  
 JODICE, Marianna  
 MORALES RODRIGUEZ, Jenniffer  
 MUNOZ, Isabella

PARADIS, Angel  
RESTO, Melissa  
RIVERA, Ashley

4. \*JUAREZ, Genoveva  
Bus Aide – Non –Affiliate – Full-Time  
Effective: January 31, 2019  
Terminating: June 30, 2019  
Salary: \$12.25 per hour  
(Replacement for C. Green – declined position)  
(budget account # 11-000-270-160-00-0000)  
***(All Bus Aide will be paid for six (6) hours per day subject to final review. Bus Aide will not receive overtime or additional time without the written consent of the Superintendent.)***
5. \*CORRIGAN, Ryan  
Computer Tech  
Effective: February 18, 2019 or sooner  
Terminating: June 30, 2019  
Salary: \$44,000.00 prorated  
(replacement for G. Ciccone – retired - \$60,157.00)  
(budget account # 11-000-252-100-00-0000)
6. \*MADERA, Brianna  
Paraprofessional – Bilingual Kindergarten – SSS  
Effective: January 28, 2019  
Terminating: June 30, 2019  
Salary: Step 8, 0 Credits - \$18,069.00 prorated  
(replacement for Y. Gonzalez – resigned - \$19,339.00)  
(budget account # 11-190-100-106-07-0007)
7. \*CURRAN, Maryanne  
Paraprofessional – 1:1 – LECC Campus III  
Effective: February 4, 2019  
Terminating: June 30, 2019  
Salary: Step 14, 0 Credits - \$20,349.00 prorated  
(New Position)  
(budget account # 11-000-217-106-00-1000)
8. \*CAMPESE, Ilana  
Paraprofessional – 1:1 – LECC Campus I  
Effective: January 31, 2019  
Terminating: June 30, 2019  
Salary: Step 10, 60 Credits - \$19,919.00 prorated

(replacement for G. Vega – resigned - \$17,469.00)  
(budget account # 11-000-217-106-00-1000)

9. Pfeifer, Cristina

Paraprofessional – 3:1 ICR – EGC

Effective: February 8, 2019 or sooner

Terminating: June 30, 2019

Salary: Step 7, 90 Credits - \$20,094.00 prorated

(replacement for K Gonzalez – resigned - \$25,199.00)

(budget account # 15-213-100-106-05-0005)

Reappointments – None At This Meeting

g. Salary Adjustments

1. \*PACHECO, Carlota

Breakfast Aide – Substitute – EGC

Effective: November 15, 2018

Terminating: June 30, 2019

From Salary: \$10.00 per hour

To Salary: \$10.25 per hour

(budget account # 60-910-310-100-00-0001)

(correction from the Agenda of November 14, 2018)

h. Stipends

1. \*\*\*Site Supervisor – Building Usage

Effective: 2018-2019 School Year

Stipend: Per Building Usage Policy

(Originally approved October 24, 2018 Agenda)

\* CASH, Luann

2. Elementary 1:1 Paraprofessional A.M. Duty Stipend

Stipend: \$1,000.00 prorated

2018-2019 School Year

(This Stipend Is Pensionable)

(as per salary line account)

| Name                   | Location | Start Date |
|------------------------|----------|------------|
| Della Ratta, Elizabeth | CAS      | 1/29/19    |
| Mulholland, Brandi     | OSS      | 1/10/19    |

i. Miscellaneous

1. MEDINA, Miriam

Secretary-LMS

Sick (10.5) + Personal (36.5) = 47

$47 \div 2 = 23.5$

$\$49,308. \div 220 = \$224.12$

$\$224.12 \times 23.5 = \$5,266.99$

- \* Appointment subject to approval of Criminal History background check by State Department of Education, as per NJSA 18A:6-7-1, et. seq., NJSA 18A:39-17 et. seq., or NJSA 18A:6-4.13 et seq., as applicable.
- \*\* As required by law and code, this Emergent Employee Resolution, upon motion duly made, seconded and carried, it was RESOLVED that this person be employed by the Board of Education of the Lakewood Public School District in the County of Ocean on an emergent basis.
- \*\*\* This position does not include the following:

|                           |                   |
|---------------------------|-------------------|
| Medical Coverage          | Personal Days     |
| Dental Coverage           | Professional Days |
| Prescriptions             | Vacation Days     |
| Optical Coverage          | Sick Days         |
| Reimbursement for Credits |                   |

*Payment will not be made by the Board of Education Business Office until a contract is fully executed by the Board and prior to work commencing reviewed and initialed by General Counsel.*

**XII. OLD BUSINESS**

**XIII. NEW BUSINESS**

1. Move that the Board of Education approve the settlement agreement with former employee #6766 as recommended by the attorney for the district's liability insurance carrier, Patrick J. Madden, in the amount of \$295,000. Payment to be made by the insurance carrier at no cost to the district.

**MOTION TO APPROVE EXECUTIVE/PUBLIC MINUTES, CORRECTIONS TO THE AGENDA, ADDITIONS TO THE AGENDA, BUSINESS AGENDA, SUPERINTENDENT AGENDA, NEW BUSINESS**  
(passed)

**Motion:** Mr. Bender **Second:** Mrs. Jackson-Byers

**6 Ayes:** Mr. Zlatkin, Mr. Nakdimen, Mr. Stern, Mr. Treisser, Mrs. Jackson-Byers,  
Mr. Bender

**0 Nays:**

**0 Abstained:**

**3 Absent:** Mrs. Gonzalez, Mr. Newhouse, Mr. Rodriguez

Note: Mr. Nakdimen's vote should reflect his abstention from any item pertaining to or involving SCHI: Business Agenda – Letter “M”, Superintendent Agenda Item #26.

**XIV. GOOD AND WELFARE**

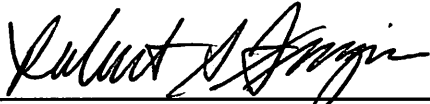
**XV. ADJOURNMENT**

Motion to Adjourn:

**Motion:** Mr. Bender **Second:** Mrs. Jackson-Byers

Meeting was adjourned at 9:30 p.m.

I, Robert S. Finger, Interim Business Administrator/Board Secretary, of the Lakewood Board of Education, hereby certify this to be a true copy of the Minutes from a public meeting held on January 30, 2019.



Robert S. Finger, Interim Business Administrator/Board Secretary

February 27, 2019

## 2415.06 UNSAFE SCHOOL CHOICE OPTION (M)

### M

The New Jersey Department of Education (NJDOE) is required to establish an Unsafe School Choice Option (USCO) Policy per the Elementary and Secondary Act (ESEA) of 1965, as reauthorized under the Federal Every Student Succeeds Act of 2015 (ESSA). The USCO Policy requires that students who attend a persistently dangerous public elementary or secondary school as determined by the NJDOE, or become victims of a violent criminal offense while in or on school grounds of a public school that they attend, be allowed to attend a safe public school within the district. The USCO provision under the ESSA contains two provisions that apply to school districts that receive funds under ESSA: Provision I - Persistently Dangerous Schools and Provision II - Victims of Violent Criminal Offenses.

Effective the beginning of each school year, school districts receiving ESSA funds must be prepared to complete the transfer of students who choose to exercise Provision I and Provision II of this USCO Policy. Compliance with the Policy is a condition of receiving funds under any and all titles under ESSA. The Superintendent is required to certify compliance with this USCO Policy to the NJDOE in the application for ESSA funds.

### USCO Policy Provision I - Persistently Dangerous Schools (PDS)

#### 1. Criteria for Determining PDS.

A persistently dangerous school is a public elementary or secondary school building (except for Regional Day Schools, Educational Services Commissions and Special Services School Districts) that meets the objective criteria determined by the NJDOE for three consecutive years and is part of a school district that receives funds under ESSA. The NJDOE will use the most current available data from the **Student Safety Data System (SSDS)** to identify PDS on or before July 31 of each year.

#### 2. Procedures and Guidelines for Schools Determined to be Persistently Dangerous.

A school district will be notified by the NJDOE on or before July 31 of each year if a school(s) in the school district has been identified as a PDS. Once the district receives notification a school is identified as persistently



## UNSAFE SCHOOL CHOICE OPTION (M)

dangerous, the district must inform all parents of enrolled students in the school of the designation within fifteen calendar days of the date of the notice and offer them the option for their children to transfer to a safe public school within the district by the beginning of the respective school year. The district must complete all transfers by the beginning of the school year following the July notification.

Students are not required to accept the transfer option, but they must be afforded the opportunity to do so. Parental notice regarding the status of the school and the offer to transfer students should be made simultaneously. Parents of enrolled students must be notified of the persistently dangerous designation whether or not there is another school within the district for the transferring students.

To the extent possible, the district will allow transferring students to transfer to schools that have not been identified as low performing, under the State's ESSA accountability system. When a transfer school is not available within the school district, the district may seek arrangements for students to transfer to the nearest charter school or neighboring district; however, this is not required. The district may take into account the needs and preferences of the affected students and parents.

### 3. Corrective Action Plan for a School Identified as Persistently Dangerous.

If a school in the district is identified by the NJDOE as persistently dangerous, the district will submit to the NJDOE documentation of compliance with the parent notification requirement and actions taken to complete the transfer arrangements for all students exercising the option by the first day of the school year. Additionally, the district is required to develop and submit for approval a corrective action plan to the NJDOE on or before September 30 of the same year, which will apply to the respective school year. The corrective action plan, which must be completed in the format provided by the NJDOE, will describe how the school will reduce the number of incidents of violence as determined by the **SSDS**. The NJDOE will provide the school with guidance for its corrective action plan, as well as monitor the school district's timely completion of the approved plan.



In the spring of each following year, the NJDOE will re-evaluate the status of a school identified as persistently dangerous. The NJDOE will review the school's progress towards completing its corrective action plan and compare the current year's incidents of violence, as reported on the **SSDS**, to the criteria for determining PDS. A school identified as maintaining the persistently dangerous designation will be notified by the NJDOE on or before July 31 of the respective year and will be required to submit for approval a revised corrective action plan by September 30 of that year, which will apply to the respective school year. The school district must inform all parents of enrolled students in the school of the designation within fifteen calendar days of the date of notice and offer them the option for their children to transfer to a safe public school by the beginning of the respective school year in accordance with 2. above.

A school no longer designated persistently dangerous will be notified on or before July 31 of the respective year. The persistently dangerous designation will be removed after one or more years contingent upon successful fulfillment of the criteria for removal, as determined by evidence of the school's progress toward successfully completing the approved corrective action plan, and evidence of incidents that no longer meet the criteria for determining PDS, described above, for one school year, the year in which the corrective action plan was in effect.

#### 4. Procedures and Guidelines for Early Warning of Schools.

When a school meets the criteria set forth in this Policy for one year, the district will be informed of the types of offenses reported that have led to an early notification. This notification, on or before August 15 of each year, will be informational only. A school that no longer meets the criteria for PDS for one year will no longer be considered in early notification status. A school that meets the criteria for two consecutive years will move into early warning status outlined below.

If a school meets the criteria set forth in this Policy for two consecutive years, the district will be notified of the pattern of offenses on or before August 15 of each year. If notified, the district will develop and submit for approval a school safety plan to the NJDOE on or before September 30 of the same year, which will apply to the respective school year. The

## UNSAFE SCHOOL CHOICE OPTION (M)

school safety plan, which must be completed in the format provided by the NJDOE, will describe how the school will reduce the number of incidents of violence as determined by the **SSDS**. The NJDOE will provide an early warning school with guidance for its school safety plan, as well as monitor the school's timely completion of the approved plan. A school receiving an "early warning" notice is not required to provide the transfer option to students.

In the spring of each following year, the NJDOE will reevaluate the school's progress towards completing its school safety plan and compare the current year's incidents of violence, as reported on the **SSDS**, to the criteria for determining PDS. The school will be notified of its status on or before July 31 of the respective year.

A school that no longer meets the criteria for PDS for one school year, the year in which the school safety plan was in effect, will no longer be required to submit a school safety plan.

A school that meets the criteria for PDS for a third consecutive year will be designated persistently dangerous and will be required to submit for approval a corrective action plan on or before September 30 of that year, which will apply to the respective school year and provide the transfer option to students in the school designated as persistently dangerous.

5. Schools Not Receiving ESSA Funds, but Meeting the Criteria for PDS.

School buildings and districts that do receive Federal funds under ESSA, but meet any one of the criteria for PDS will be contacted by the NJDOE and be required to develop and submit for approval a school safety plan on or before September 30 of the respective year. The school safety plan must be completed in the format provided by the NJDOE and describe how the school will reduce the number of incidents of violence as determined by the **SSDS**. The NJDOE will provide the school with guidance for its school safety plan, as well as monitor the school's timely completion of the approved plan.

USCO Policy Provision II – Victims of Violent Criminal Offenses

The Unsafe School Choice Option provision under the ESSA requires a student who



## UNSAFE SCHOOL CHOICE OPTION (M)

becomes a victim of a violent criminal offense, as determined by State law, while in or on the grounds of a public elementary or secondary school that the student attends, be allowed to attend a safe public elementary or secondary school within the district, including a public charter school.

The individual victim provision of this Policy attempts to fulfill the requirement for the school district to provide relief to students who have been victimized, while providing a school with a practical means for making determinations on incidents of victimization that are within the purview of the school district. The individual victim section of this Policy has been crafted to enable school staff to make reasonable determinations and actions regarding this Policy. The Superintendent will consult with the Board attorney and communicate with designated local and/or county law enforcement authorities, per the provisions of the *Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials and N.J.A.C. 6A:16-6.2(b)13*, on questions and issues that arise in the implementation of the individual victims of violent criminal offenses section of this Policy.

1. Criteria for Determining Victims of Violent Criminal Offenses

The following criteria must be used to determine when an enrolled student has become a victim of a violent criminal offense while in or on the grounds of a public elementary or secondary school that the student attends. These criteria only apply to a student who has become a victim of one or more of the violent criminal offenses enumerated below:

A student is considered a victim of a violent criminal offense when:

- a. A referral has been made to law enforcement officials for suspicion that one of the violent criminal offenses enumerated below has occurred; and
- b. One or more of the following applies:
  - (1) Law enforcement officials have filed formal charges against the offender(s) for commission of the violent crime; or
  - (2) The offender(s) has received sanctions in accordance with the Board of Education's Code of Student Conduct; or

- (3) The offender(s) either has not been identified or is not an enrolled student(s), but it is clear that the student (victim) has become a victim of a violent criminal offense based on objective indicators such as physical evidence, eyewitness testimony, and/or circumstantial evidence; or
- (4) The pre-existence of a restraining order against the offender(s).

## 2. Procedures and Guidelines

Effective the first day of each school year, the district must be prepared to begin the transfer of any student who chooses to exercise the individual choice option provision. The district must offer, within fourteen calendar days of the incident, an opportunity to transfer to a safe public school within the district to any student who has become a victim of a violent criminal offense while in or on the grounds of a public school that the student attends. While the student must be offered the opportunity to transfer, the student may elect to remain at the school.

To the extent possible, the district will allow any transferring student to transfer to a school that has not been identified as low performing, under the State's ESSA accountability system. In addition, when a transfer school is not available within the district, the district may seek arrangements for a student to transfer to the nearest charter school or neighboring district; however, this is not required. The district may take into account the needs and preferences of the affected student and his or her parent(s). Transfers must occur within thirty days of the determination that the student was a victim of a violent criminal offense.

## 3. Violent Criminal Offenses

The violent criminal offenses under New Jersey statutes that apply to the individual victim provision of this Policy are identified and explained below. The offenses apply to completed offenses, as well as attempts to commit the offenses. The offenses and attempts to commit the offenses apply only when they occur in or on the school grounds, as defined in N.J.A.C. 6A:16-1.3, of the school that the student attends. The offenses



apply whether they occur wholly or in part in or on the grounds of the school that the student attends. The offenses apply only to acts or attempts that are directed at a person (victim) or a group of specified individuals (victims), rather than acts that indiscriminately affect the entire school population or non-specified individuals or groups.

#### 4. Applicable Violent Criminal Offenses

Below is a description of each applicable violent criminal offense that is based upon New Jersey statutes and references to statutory citations that provide complete explanations of each designated offense. The descriptions provided below are not intended to be a complete explanation of each offense or a substitute for the actual provisions of the authorizing statutes. Instead, the descriptions are provided as an aid in facilitating understanding of the general intent and practical applications of the violent criminal offenses that pertain to this Policy.

- a. Homicide [N.J.S.A. 2C:11-2] - A student is a victim of a homicide when he or she is the child, sibling or other relative of a decedent, resulting from someone purposely, knowingly or recklessly causing the death of the student's parent, sibling, or relative in or on school grounds.
- b. Assault [N.J.S.A. 2C:12-1(A)(1-3) and 2C:12-1(B)(1-4)] - A person is a victim of an assault when the actor: purposely, knowingly, or recklessly causes bodily injury to the victim; negligently, recklessly, knowingly, or purposely causes bodily injury to the victim with a deadly weapon; attempts by physical menace to put the victim in fear of imminent serious bodily injury; or knowingly points a firearm at or in the direction of the victim, whether or not the actor believes it to be loaded.
- c. Sexual Assault [N.J.S.A. 2C:14-2] - A student is a victim of a sexual assault when the student is a victim of an act of sexual contact when the victim is less than thirteen years old and the actor is at least four years older than the victim, or the student is a victim of an act of sexual penetration under any of the following circumstances:

UNSAFE SCHOOL CHOICE OPTION (M)

- (1) The victim is less than thirteen years old.
  - (2) The victim is at least thirteen, but less than sixteen years old; and the actor is at least four years older than the victim.
  - (3) The victim is at least sixteen years old, but less than eighteen years old; and the actor has supervisory or disciplinary power over the victim.
  - (4) The actor uses physical force or coercion.
  - (5) The victim is one whom the actor knew or should have known was physically helpless, mentally defective, or mentally incapacitated.
- d. Bias Intimidation [N.J.S.A. 2C:16-1(A)] - A person is a victim of the crime of bias intimidation when an actor commits, attempts to commit, conspires with another to commit or threatens the immediate commission of an offense specified in Chapters 11 through 18 of Title 2C of the New Jersey Statutes; N.J.S.A. 2C:33-4; N.J.S.A. 2C:39-3; N.J.S.A. 2C:39-4 or N.J.S.A. 2C:39-5 in the following circumstances:
- (1) With a purpose to intimidate a victim or a group of specified victims because of race, color, religion, gender, handicap, sexual orientation, or ethnicity; or
  - (2) Knowing that the conduct constituting the offense would cause a victim or a group of specified victims to be intimidated because of race, color, religion, gender, handicap, sexual orientation, or ethnicity; or
  - (3) Under circumstances that caused any victim of the underlying offense to be intimidated and the victim, considering the manner in which the offense was committed, reasonably believed either that:
    - (a) The offense was committed with a purpose to

## UNSAFE SCHOOL CHOICE OPTION (M)

intimidate the victim or any person or entity in whose welfare the victim is interested because of race, color, religion, gender, handicap, sexual orientation, or ethnicity; or

- (b) The victim or the victim's property was selected to be the target of the offense because of race, color, religion, gender, handicap, sexual orientation, or ethnicity.
- e. Terroristic Threat [N.J.S.A. 2C:12-3(A) and 2C:12-3(B)] - A person is a victim of a terroristic threat when the actor threatens to commit one of the violent criminal offenses enumerated under this Policy against the victim with the purpose to put the student in imminent fear of one of the violent crimes enumerated in this Policy under circumstances reasonably causing the victim to believe the immediacy of the threat and the likelihood that it will be carried out. The definition of terroristic threat applies to N.J.S.A. 2C:12-3(a) insofar as the threat was directed at a person (victim) or a group of specified individuals (victims).
- f. Robbery [N.J.S.A. 2C:15-1] - A person is a victim of a robbery when the actor, in the course of committing a theft, inflicts bodily injury; or uses force upon the victim; threatens the victim with or purposely puts the victim in fear of immediate bodily injury.
- g. Kidnapping [N.J.S.A. 2C:13-1] - A person is a victim of a kidnapping when the actor unlawfully removes the victim from the school or school grounds; or the actor unlawfully confines the victim with the purpose of holding the victim for ransom or reward as a shield or hostage; or the actor unlawfully removes the victim from the school or school grounds or a substantial distance from where he or she is found in school or on school grounds; or if the actor unlawfully confines a student for a substantial period of time with any of the following purposes: to facilitate commission of a crime or flight thereafter, or to inflict bodily injury on or terrorize the victim.
- h. Arson [N.J.S.A. 2C:17-1] - A person is a victim of arson when the



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actor purposely or knowingly starts a fire or causes an explosion in or on the grounds of a school whereby the victim or group of specified victims are in danger of death or bodily injury; or with the purpose of destroying or damaging the victim's or group of specified victim's property that is in the school or on school grounds.

### Miscellaneous Provisions of USCO

#### 1. Transfer Time Period – PDS

The transfer will be temporary and will be in effect as long as the student's original school is identified as persistently dangerous.

#### 2. Charter School Transfer Option

While ESSA permits affected students to be afforded the opportunity to attend a public charter school, in addition to a safe public elementary school or secondary school within the school district, the application of this provision in New Jersey is limited. Transfers to a charter school can only occur as a part of the charter school's "equal opportunity" selection process and among charter schools administered under the same managing authority (i.e., charter schools within the charter school district).

Since charter schools in New Jersey are considered public local education agencies (LEA's), pursuant to N.J.S.A. 18A:36A-3, operated independently of a local board of education, transfers may only take place among charter schools within the LEA. Therefore, students may be permitted to transfer to another charter school that is administered under the same managing authority of the charter school, but are not permitted to transfer to a school in the local public school district administered by a local board of education.

However, pursuant to N.J.S.A. 18A:36A-7, a charter school must be open to all students on a space available basis and may not discriminate in its admission policies or practices (although it may establish reasonable criteria to evaluate prospective students), and in accordance with N.J.S.A. 18A:36A-8, if there are more applications to enroll in the charter school



than there are spaces available, the charter school must select students to attend using a random selection process for enrollment.

### 3. Funding Sources for USCO

The USCO statute does not authorize resources specifically to help cover USCO costs associated with transferring a student from a PDS. However, under certain circumstances Federal funds may be used. For example, ESEA Title IV, Part A [Section 4115(b)(2)(E)(v)] may be used to establish safe zones of passage to and from school to ensure that students travel safely on their way to school and on their way home. In addition, ESEA Title IV, Part A [Sections 5121(8) and 5131(12) and (25)] funds may be used to help cover costs such as tuition or transportation related to the USCO or expansion of public school choice.

### 4. Special Education Students

The district will provide transferred special education students with the program required by the student's Individualized Education Program (IEP).

### 5. Transfer Schools

In the event there is not another school within the school district for a transferring student, the district is not required to transfer the student to a school outside the school district.

The district will use the school choice option as one response to incidents of victimization. Additionally, the district will develop and implement appropriate strategies for addressing the circumstances that contribute to or support victimization, as well as consistently and proactively manage individuals who have victimized students. The district will promote the importance of school safety and respond to the needs of students and staff. Pursuant to the law, the district will provide an opportunity for students, parents and school district and law enforcement personnel to discuss methods for keeping schools safe from violence; to create school safety plans; and to recognize students in need of help. The district will organize activities to prevent school violence, including, but not limited to, age-appropriate opportunities for student discussion on conflict resolution, issues of student diversity and tolerance. Law enforcement personnel will be invited to join members of the teaching staff in the discussions.

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Programs shall also be provided for school district employees that are designated to help school district employees recognize warning signs of school violence and to instruct school district employees on recommended conduct during an incident of school violence.

In accordance with the provisions of N.J.S.A. 18A:17-46, two times each school year, between September 1 and January 1 and between January 1 and June 30, at a public hearing, the Superintendent shall report to the Board of Education all acts of violence; vandalism; and harassment, intimidation, and bullying which occurred during the previous reporting period.

Title VIII, Part F, Subpart 2, SEC. 8532  
Every Student Succeeds Act (ESSA) of 2015

Adopted: 17 October 2013  
Revised: 26 April 2017  
Revised:

## 2422 HEALTH AND PHYSICAL EDUCATION (M)

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

The **NJSLS** incorporate New Jersey statutes related to health and well-being of students in New Jersey schools. The following statutes incorporated into the **NJSLS** include, but are not limited to, the following requirements:

1. Accident and Fire Prevention (N.J.S.A. 18A:6-2) requires **regular courses of instruction** in accident and fire prevention.
2. Breast Self-Examination (N.J.S.A. 18A:35-5.4) requires **offering instruction on breast self-examination for students in grades seven through twelve.**
3. Bullying Prevention Programs (N.J.S.A. 18A:37-17) requires the establishment of bullying prevention programs.
4. Cancer Awareness (N.J.S.A. 18A:40-33) requires the development of a school program on cancer awareness **by the Commissioner of Education.**
5. Dating Violence Education (N.J.S.A. 18A:35-4.23a) requires instruction regarding dating violence in grades seven through twelve.
6. Domestic Violence Education (N.J.S.A. 18A:35-4.23) allows instruction on problems related to domestic violence and child abuse.
7. Gang Violence Prevention (N.J.S.A. 18A:35-4.26) requires instruction in gang violence prevention for elementary school students.
8. Health, Safety, and Physical Education (N.J.S.A. 18A:35) requires that all students in grades one through twelve participate in at least two and one-half hours of health, safety, and physical education each school week.



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9. Drugs, Alcohol, Tobacco, Controlled Dangerous Substances, and Anabolic Steroids (N.J.S.A. 18A:40A-1) requires instructional programs on drugs, alcohol, anabolic steroids, tobacco, and controlled dangerous substances and the development of curriculum guidelines **for each grade Kindergarten through twelve.**
10. Lyme Disease Prevention (N.J.S.A. 18A:35-5.1 **through 5.3**) requires the development of Lyme Disease curriculum guidelines **and training to all teaching staff members who instruct students with Lyme Disease.**
11. Organ Donation (N.J.S.A. 18A:7F-4.3) requires information relative to organ donation to be given to students in grades nine through twelve.
12. Sexual Assault Prevention (N.J.S.A. 18A:35-4.3) requires the development of a sexual assault prevention education program **by the Commissioner of Education for utilization by school districts.**
13. Stress Abstinence (N.J.S.A. 18A:35-4.19 through N.J.S.A. 18A:35-4.22), also known as the "AIDS Prevention Act of 1999," requires sex education programs to stress abstinence.
14. Suicide Prevention (N.J.S.A. 18A:6-111 **through 113**) requires instruction in suicide prevention in public schools.
15. Cardiopulmonary Resuscitation (CPR)/Automated External Defibrillator (AED) (N.J.S.A. 18A:35-4.28 and 18A:35-4.29) requires **public high schools and charter schools to provide instruction in cardiopulmonary resuscitation and the use of an automated external defibrillator to each student prior to graduation.**
16. Sexually Explicit Images through Electronic Means (N.J.S.A. 18A:35-4.32 and 4.33) requires instruction, once during middle school, on the social, emotional, and legal consequences of distributing and soliciting sexually explicit images through electronic means.
17. Other Statutory or Administrative Codes. The Board will incorporate into its health and physical education curriculum any other requirements of the **NJSLS** in Comprehensive Health and Physical Education.

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

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

In accordance with N.J.S.A. 18A:35-4.31, the Board of Education shall provide a daily recess period of at least twenty minutes for students in grades Kindergarten through five. A recess period is not required on a school day in which the day is substantially shortened due to a delayed opening or early dismissal. The recess period shall be outdoors, if feasible. A student shall not be denied recess for any reason, except as a consequence of a violation of the school district's Code of Student Conduct, including a harassment, intimidation, or bullying (HIB) investigation pursuant to N.J.S.A. 18A:37-13 et seq. Students may not be denied recess more than twice per week for a violation of the Code of Student Conduct or HIB investigation and these students shall be provided restorative justice activities during the recess period. Restorative justice activities mean activities designed to improve the socioemotional and behavioral responses of students through the use of more appropriate and less punitive interventions thereby establishing a more supportive and inclusive school culture. The student's recess period should be scheduled in a manner that does not interfere with the implementation of a student's Individualized Education Program (IEP). School staff may deny recess for a student on the advice of a medical professional, school nurse, or the provisions of a student's IEP and/or 504 Plan.

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

**N.J.S.A. 18A:35-4.31; 18A:35-5; 18A:35-7; 18A:35-8**

Adopted: 17 October 2013

Revised: 22 June 2016



SPECIAL EDUCATION - FREE AND APPROPRIATE PUBLIC EDUCATION (M)

R 2460.8 SPECIAL EDUCATION - FREE AND APPROPRIATE PUBLIC EDUCATION (M)

**M**

A free and appropriate public education is available to all students with disabilities between the ages of three and twenty-one including students with disabilities who have been suspended or expelled from school.

Procedures regarding the provision of a free and appropriate public education to students with disabilities who are suspended or expelled are as follows:

1. School officials responsible for implementing suspensions/expulsions in the district are the following: (List school officials/designees by district organizational level.)
  - a. Grades Nine – Twelve Principal/Vice Principal or designee;
  - b. Grades Six – Eight Principal/Vice Principal or designee;
  - c. Grades Pre-Kindergarten – Five Principal/Vice Principal or designee;
2. Each time a student with a disability is removed from his/her current placement for disciplinary reasons, notification of the removal is provided to the case manager by the Principal or designee. (Notification must be in written format for documentation.)
  - a. Removal for at least half of the school day shall be reported via the **Student Safety Data System (SSDS)**.
3. Each Principal or designee will ensure that a system is in place to track the number of days a student with disabilities has been removed for disciplinary reasons. Documentation will include:
  - a. Student's name;
  - b. The infraction;
  - c. Time suspended; and

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- d. The cumulative days suspended including removal for a portion of the school day which is counted proportionately.
- 4. When a student is suspended from transportation:
  - a. Suspension from transportation is not counted as a day of removal if the student attended school.
  - b. Suspension from transportation is counted as a day of removal if the student does not attend school.
  - c. If transportation is included in the student's IEP as a required related service, the school district shall provide alternate transportation during the period of suspension from the typical means of transportation.
  - d. Suspension from transportation may be counted as a day of absence rather than a day of removal if the district made available an alternate means of transportation and the student does not attend school.
- 5. When a student with a disability participates in an in-school suspension program, the Principal or designee shall ensure that participation in the program is not considered removal when determining whether a manifestation determination must be conducted if the program provides the following:
  - a. Opportunity for the student to participate and progress in the general curriculum,
  - b. Services and modifications specified in the student's IEP,
  - c. Interaction with peers who are not disabled to the extent they would have in the current placement, and
  - d. The student is counted as present for the time spent in the in-school suspension program.
- 6. When a series of short-term removals will accumulate to more than ten

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school days in the year:

- a. The Principal/Vice Principal or designee and the case manager will consult to determine whether the removals create a change of placement according to N.J.A.C. 6A:14-2.8(c)2. Written documentation of the consultation between the school administration and the case manager shall be maintained by the case manager.
  - b. If it is determined that there is no change in placement, the Principal/Vice Principal or designee, the case manager, and special education teacher will consult to determine the extent to which services are necessary to:
    - (1) Enable the student to participate and progress appropriately in the general education curriculum; and
    - (2) Advance appropriately toward achieving the goals set out in the student's IEP.
  - c. Written documentation of the consultation and services provided shall be maintained in the student's file.
7. When a disabled student is removed from his/her current placement for more than ten days and the removal does not constitute a change in placement, the case manager shall convene a meeting of the IEP Team and, as necessary or required, conduct a functional behavior assessment and review the behavioral intervention plan according to N.J.A.C. 6A:14 Appendix A, Individuals with Disabilities Education Act Amendments of 2004, 20 U.S.C. §1415(k). The IEP Team shall:
- a. Review the behavioral intervention plan and its implementation;
  - b. Determine if modifications are necessary; and
  - c. Modify the behavioral intervention plan and its implementation as appropriate. The plan will be modified to the extent necessary if at least one member of the team determines that modifications are necessary.



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The case manager will document the date and the outcome of the meeting.

The documentation shall be placed in the student's file.

**Procedures Regarding the Provision of a Free and Appropriate Public Education to Preschool Age Students with Disabilities**

To ensure that preschoolers with disabilities who are not participating in an early intervention program have their initial IEP's in effect by their third birthday, a written request for an initial evaluation shall be forwarded to the district.

The following procedures will be followed:

1. A parent of a preschool-age student suspected of having a disability, who requests a Child Study Team (CST) evaluation by telephone, will be advised to submit a written request for an evaluation to the Preschool Coordinator or Special Education Services.
2. Upon receipt of the written request, the request shall be dated and signed by the recipient.
3. The district will respond to referrals of preschoolers according to N.J.A.C. 6A:14-3.3(e).
4. A file will be initiated for the potentially disabled preschooler:
  - a. The IEP Team will convene a referral/identification meeting within twenty calendar days (excluding school holidays but not summer vacation) of the date recorded on the request;
  - b. A "Notice of Referral/Identification Meeting" will be sent to the parent(s);
  - c. The notice will contain "Parental Rights in Special Education" (PRISE) Booklet;
  - d. The meeting will be attended by the CST, including a speech

## SPECIAL EDUCATION - FREE AND APPROPRIATE PUBLIC EDUCATION (M)

language specialist, the parent(s), and a teacher who is knowledgeable about the district's program; and

- e. A program shall be in place no later than ninety calendar days from the date of consent.

### Procedures Regarding the Provision of a Free, Appropriate Public Education to Students with Disabilities Who Are Advancing From Grade to Grade

The Supervisor of Special Education Services, through in-service training, shall ensure students with disabilities who are advancing from grade to grade with the support of specially designed services, continue to be eligible when as part of a reevaluation, the IEP Team determines the student continues to require specially designed services to progress in the general education curriculum and the use of functional assessment information supports the IEP Team's determination.

### Procedures Involving Procedural Safeguards to Students Not Yet Eligible For Special Education

Disciplinary procedural safeguards will apply to students not yet eligible for special education. The parent and/or adult student may assert any of the protections of the law if the district had knowledge the student was a student with a disability before the behavior that precipitated the disciplinary action occurred.

Adopted: 17 October 2013

Revised: 26 April 2017

Revised:

Practice and Pre-Season Heat-Acclimation for **School-Sponsored and Extra-Curricular Activities**  
2431.3 PRACTICE AND PRE-SEASON HEAT-ACCLIMATION FOR SCHOOL-SPONSORED  
AND EXTRA-CURRICULAR ACTIVITIES

The Board of Education adopts this Policy as a measure to protect the safety, health, and welfare of students participating in school-sponsored athletic programs and extra-curricular activities. The Board believes practice and pre-season heat-acclimation guidelines for students will minimize injury and enhance a student's health, performance, and well-being.

Therefore, the Board of Education requires the implementation of the practice and pre-season heat-acclimation procedures as recommended by the New Jersey State Interscholastic Athletic Association (NJSIAA) for students participating in all school-sponsored athletic programs and extra-curricular activities during warm weather months. The Superintendent of Schools or designee shall ensure the implementation of the Practice and Pre-Season Heat-Acclimation Procedures.

The Superintendent of Schools or designee may reduce practice times or adjust other provisions that would reduce a student's exertion if weather and/or temperature warrant such action.

This Policy and the school district's practice and pre-season heat-acclimation procedure shall be approved by the school district's physician prior to implementation.

Adopted: 17 October 2013  
Revised:



Program

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EDUCATIONAL PROGRAM EVALUATION (M)

2610 EDUCATIONAL PROGRAM EVALUATION (M)**M**

The Board of Education directs the Superintendent to develop and implement a systematic plan for the continuous evaluation of the educational program against the educational goals established by this Board. The Superintendent shall employ such tests and methods **that will ensure decision making is data driven and a variety of sources of data are used to analyze and monitor student achievement and progress, as well as evaluate school programs.** Wherever possible, the assessment program shall follow evaluation procedures set forth in the course guides.

The Superintendent shall maintain a calendar of assessment activities and shall make periodic evaluation reports to the Board **that evaluates the progress of students and the effectiveness of staff members. The Superintendent shall use multiple (more than two) sources of data to monitor student achievement and the progress of students. The Superintendent shall also use multiple (more than two) sources of data to evaluate the effectiveness of programs, initiatives, and strategies.**

The Board will annually make available to the public the collective progress of students toward the goals of the district. The Board will annually, prior to the end of the school year and in conjunction with appropriate members of the administrative staff, conduct a review of the educational progress of the district, assess district and student needs, and establish long range and short range objectives for the educational program. The Board's annual report will be submitted to the Commissioner of Education as required.

The Superintendent shall annually recommend improvements in the educational program based on the Board's evaluation of the district's program. The Board reserves the right to employ experts from outside the school district to serve in the evaluation process.

N.J.S.A. 18A:7A-11

N.J.A.C. 6A:8-4.1 et seq.

Adopted: 17 October 2013

Revised: 21 July 2016

Revised:

## COMMERCIAL DRIVER CONTROLLED SUBSTANCES AND ALCOHOL USE TESTING (M)

### 4219 COMMERCIAL DRIVER CONTROLLED SUBSTANCES AND ALCOHOL USE TESTING (M)

#### M

The Board of Education is committed to a safe, efficient, alcohol and drug-free workplace that protects the district's students as well as the health and safety of its employees and the general public. The Board requires all **employees of the Board** performing any safety-sensitive function **to be** free of drugs and alcohol and will test those employees who operate a commercial motor vehicle in accordance with 49 CFR 382 et seq. and 49 CFR 40 et seq. **For the purpose of this Policy "employee" means a person required to have a Commercial Driver's License (CDL) in the performance of their job responsibilities.** Safety-sensitive functions as defined by 49 CFR 382.107 means **any** time from the time an **employee** begins **to** work or is required to be in readiness to work until the time the **employee** is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

1. All time at the terminal, facility, other **property, or on** any public property, waiting to be dispatched, unless relieved from duty;
2. All time inspecting equipment **as required by Federal law or otherwise inspecting, servicing, or conditioning any commercial motor vehicle, at any time;**
3. All time spent at the driving controls of a commercial motor vehicle in operation;
4. All time, other than driving time, in or upon the commercial **motor** vehicle except **time spent resting** in an area defined as a sleeping berth;
5. All time loading **or** unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded and unloaded; **and**
6. **All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.**

The Omnibus Transportation Employee Testing Act of 1991 requires all operators of commercial motor vehicles subject to the **CDL** requirements to be tested for controlled



## COMMERCIAL DRIVER CONTROLLED SUBSTANCES AND ALCOHOL USE TESTING (M)

substances and alcohol. Federal regulations of the U.S. Department of Transportation require that **any employee using a CDL** be required to submit to alcohol and controlled substance testing in accordance with 49 **CFR** 40.

The Board designates the Department of Transportation as the Designated Employer Representative (DER) of the Board of Education. The Board may contract with a service agent to provide the testing services as required by Federal law. **In the event the Board contracts with a service provider for transportation, the Board designee will ensure all transportation contractors comply with the drug and alcohol testing requirements of Policy 4219 pursuant to 49 CFR 382 et seq. and 49 CFR 40 et seq.**

No **employee** at any work site will possess, manufacture, use, sell, or distribute any quantity of any controlled substance, lawful or unlawful, which in sufficient quantity could result in impaired performance, with the exception of substances administered by or under the instructions of a physician. No **employee** shall perform safety-sensitive functions within four hours after using alcohol and the district will not permit an **employee** that used alcohol within four hours of performing safety-sensitive functions to perform such functions if the district has actual knowledge of the use, **in accordance with 49 CFR 392.5.**

## Violations

Any violation of this Policy may result in discipline, up to and including termination.

## Prohibited Substances

The presence of any of the controlled substances, **listed in 49 CFR 40.87**, in the body, as evidenced by the results of the initial screening and subsequent confirmatory analysis provided in **this Policy**, is prohibited for any employee assigned to a classification covered by this Policy. All cutoff concentrations **shall be in accordance with 49 CFR 40.87. All test results shall be measured against the cutoff concentrations outlined in 49 CFR 40.87.**

## Testing Procedures

All testing for controlled substances will be conducted in accordance with 49 **CFR** 40, Subparts A, B, C, D, E, F, G, H and I. The district will only test for drugs or classes of drugs in accordance with 49 **CFR** 40.85. Testing for alcohol will be conducted in accordance with 49 **CFR** 40, Subparts J, K, L, M and N.

## COMMERCIAL DRIVER CONTROLLED SUBSTANCES AND ALCOHOL USE TESTING (M)

### Definitions

**"Alcohol use"** means the drinking or swallowing of any beverage, liquid mixture or preparation (including medication), containing alcohol.

**"Aliquot"** means a fractional part of a specimen used for testing. It is taken as a sample representing the whole specimen.

**"Confirmatory drug test"** means a second analytical procedure performed on an aliquot of the original specimen to identify and quantify the presence of a specific drug or drug metabolite.

**"Confirmed drug test"** means a confirmation test result received by a Medical Review Officer (MRO) from a laboratory.

**"Controlled substances"** means those substances identified in 49 CFR 40.85.

**"CCF"** means the Federal Drug Testing Custody and Control Form.

**"Designated Employer Representative (DER)"** is an employee of the district authorized to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER shall receive test results and other communications for the employer, consistent with the requirements of this Policy and 49 CFR 40. Service agents cannot act as a DER.

**"FMCSA"** means Federal Motor Carrier Safety Administration.

**"Initial drug test (also known as a "Screening drug test")"** means the test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

**"Initial specimen validity test"** means the first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid.

**"Medical Review Officer (MRO)"** is a licensed physician responsible for receiving and reviewing laboratory results generated by the district's drug testing program and



## COMMERCIAL DRIVER CONTROLLED SUBSTANCES AND ALCOHOL USE TESTING (M)

evaluating medical explanations for certain drug test results.

“Possess” **includes, but is not limited to**, either in or on the driver’s person, personal effects, motor vehicle, or areas substantially entrusted to the control of the driver.

“Service agent” is any person or entity, other than an employee of the Board, who provides services specified under 49 **CFR** 40 to the Board.

“Substance Abuse Professional (**SAP**)” is a person who evaluates employees who have violated a **Federal or State** drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare. **An individual** permitted to act as a **SAP** must possess the credentials as outlined in 49 **CFR** 40.281.

“Work Site” means any motor vehicle, office, building, yard, or other location at which the driver is to perform work **or any other school district property or at any school district event.**

## Categories of Testing

For the purpose of this Policy, the occurrence of the following circumstances/instances shall require an employee to submit to a controlled substance and alcohol screening:

## 1. Pre-Employment Testing

An individual who has applied for and has been selected to operate a Board vehicle shall, before beginning employment with the Board, submit to a controlled substance screening in conjunction with any required physical examination as per Policy 4160. Such screening shall be conducted in accordance with the procedures set forth in this Policy and 49 **CFR** 40. No individual receiving a positive confirmed test result will be employed by the Board.

An **employer is not required to administer a controlled substances test required by 49 CFR 382.301(a)** if:

- a. **The employee** has participated in a controlled substances testing program that met the requirements of 49 **CFR** 382 et seq. within the previous thirty days; and

## COMMERCIAL DRIVER CONTROLLED SUBSTANCES AND ALCOHOL USE TESTING (M)

- b. **The employee** while participating in that program either:
  - (1) Was tested for controlled substances within the past six months (from the date of application **with the employer**); or
  - (2) Participated in the random controlled substances testing program for the previous twelve months (from the date of application **with the employer**).
- c. The DER must ensure that no prior employer, to the DER's knowledge, has records of a violation of a controlled substances testing program within the previous six months.

If an individual is so exempted, the DER shall contact the controlled substances testing programs in which the **individual** participated and **shall obtain and retain from the testing program(s)** the following information in accordance with 49 CFR 382.301(c):

- a. Name and address of the program;
- b. Verification of the **individual's** participation;
- c. Verification that the program conforms to Federal guidelines;
- d. Verification the **individual** qualified **under the law** and did not refuse to be tested for controlled substances;
- e. The date the **individual** was last tested for controlled substances; and
- f. The results of any tests taken within the **previous** six months and any other violations.

An **employee** who has applied for and has been selected to operate a Board vehicle or any existing employee transferring into a new position **requiring the employee** to operate a Board vehicle, shall submit a written consent authorizing the **Board** to obtain the following information from

## COMMERCIAL DRIVER CONTROLLED SUBSTANCES AND ALCOHOL USE TESTING (M)

other employers who have employed the employee during any period during the two years before the date of the **employee's** application or transfer into the new position. The written consent from the **employee** DER to obtain the following information from previous **Division of Transportation (DOT)** regulated employers:

- a. Alcohol tests with a result of 0.04 or higher alcohol concentration;
- b. Verified positive drug tests;
- c. Refusals to be tested (including verified adulterated or substituted drug test results);
- d. Other violations of DOT agency drug and alcohol testing regulations; and
- e. With respect to any employee who violated a DOT drug and alcohol regulation, documentation of the employee's successful completion of DOT return-to-duty requirements (including follow-up tests). If this information is not available from the previous employer, the DER must seek to obtain this information from the **employee**.

The DER will obtain and review this information before the employee first performs safety-sensitive functions. If this is not feasible, the DER will not permit the **employee** to **perform safety-sensitive functions** after thirty days from the date **the employee first performed safety-sensitive functions**, unless the DER has obtained or made and documented a good faith effort to obtain this information.

2. Random Testing

**Every** employee shall submit to **random** alcohol and controlled substance testing on an unannounced and random basis resulting from the selection by a random generation methodology in accordance with 49 **CFR** 383.305(i). Random testing will be spread reasonably throughout any given calendar year.

The minimum annual percentage rate for random alcohol testing shall be



## COMMERCIAL DRIVER CONTROLLED SUBSTANCES AND ALCOHOL USE TESTING (M)

**ten percent** of the average number of driver **positions**. The minimum **annual percentage** rate for random controlled substances testing shall be **twenty-five percent** of the average number of driver **positions**. The **minimum annual percentage** rates may be adjusted as determined by the **FMCSA** Administrator in accordance with 49 **CFR** 382.305.

**Employees** shall only be random tested when performing safety-sensitive functions or immediately prior to or immediately following the performance of safety-sensitive functions.

3. Post-Accident Testing

The involvement by an employee in a motor vehicle collision while operating a Board vehicle when such accident results in property damage or personal injury, may trigger a post-accident drug and alcohol test.

As soon as practical following an occurrence, the DER will require post-accident alcohol screening for each of the surviving drivers:

- a. Who was performing safety-sensitive functions with respect to a vehicle, if the accident involves the loss of human life; or
- b. Who receives a citation within eight hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:
  - (1) Bodily injury to any person, who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
  - (2) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.
- c. If the alcohol test is not administered within two hours following the accident, the DER will prepare and maintain on file a record stating the reasons the test was not promptly administered. If the alcohol test is not administered within eight hours following the

## COMMERCIAL DRIVER CONTROLLED SUBSTANCES AND ALCOHOL USE TESTING (M)

accident, the DER shall cease attempts to administer the alcohol test and shall prepare and maintain the same record. Records shall be submitted to the FMCSA upon request.

As soon as possible following an occurrence, the district will require post-accident controlled substance screening for each of the surviving drivers:

- a. Who was performing safety-sensitive functions with respect to a vehicle, if the accident involves the loss of human life; or
- b. Who receives a citation within thirty-two hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:
  - (1) Bodily injury to any person, who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
  - (2) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.
- c. If the controlled substance test is not administered within thirty-two hours following the accident, the DER shall cease attempts to administer the controlled substance test and shall prepare and maintain **on file a record stating the reasons the test was not promptly administered.** Records shall be submitted to the FMCSA upon request.

An **employee** who is subject to post-accident testing shall remain readily available for such testing or **may be deemed by the employer** to have refused to submit for testing. (An **employee** who is injured in an accident and requires medical care, shall submit to post-accident drug and controlled substance testing by the medical care facility providing the treatment or a designee of the Board if the facility is unable to provide the testing.) Nothing herein shall be construed to prevent the **employee**



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from leaving the scene of the accident for the period required to obtain necessary assistance or to obtain emergency medical care.

### 4. Reasonable Suspicion Testing

The DER **shall** require an **employee** to submit to an alcohol and/or controlled substance test when the **employee** is observed by a supervisor or school official who is trained in accordance with 49 **CFR** 382.603 and causes the observer to have reasonable suspicion to believe the **employee** has violated 49 **CFR** 382 et seq. Reasonable suspicion must exist to require the **employee** to undergo a test and must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the **employee**. The observations may include indications of the chronic and withdrawal effects of controlled substances.

Reasonable suspicion alcohol testing is authorized only if the required observations are made during, just preceding, or just after the period of the work day the **employee** is required to be in compliance with the testing requirements of 49 **CFR** 382 et seq.

Reasonable suspicion testing may be required of an **employee** while the **employee** is performing, just before the **employee** will perform, or just after the **employee** has ceased performing safety-sensitive functions.

If the alcohol test is not administered within two hours following the determination a reasonable suspicion test is required, the DER will prepare and maintain on file a record stating the reasons the test was not promptly administered. If the alcohol test is not administered within eight hours following the determination, the DER shall cease attempts to administer the alcohol test and shall state in the record the reasons for not administering the test.

No **employee** shall report for duty or remain on duty requiring the performance of safety-sensitive functions while the **employee** is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse. The **employee** will also not be able to perform or continue to perform safety-sensitive functions until an alcohol test is administered and the **employee's**



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concentration measures less than 0.02 or twenty-four hours have elapsed following the determination that reasonable suspicion existed to require an alcohol test.

A written record of the observations leading to a reasonable suspicion test shall be made and signed by the supervisor and/or school official that made the observations. This record shall be made within twenty-four hours of the observed behavior or before the results of the test are released, whichever is earlier.

5. Return to Duty Testing

The district is not required to return an employee to a safety-sensitive position upon receipt of a confirmed drug and/or alcohol test.

The DER may recommend to the Superintendent of Schools the **employee's** employment be terminated depending on the circumstances.

The DER shall ensure that before an **employee** returns to duty requiring the performance of a safety-sensitive function, the **employee** shall undergo a return to duty alcohol test indicating a breath alcohol concentration of less than 0.02 and a controlled substances test with a result indicating a verified negative result for controlled substances use as required in 49 CFR 40.305.

**Employees** permitted to return to duty are required to take return-to-duty tests and shall be evaluated by a SAP. These **employees** must participate in an assistance program prescribed by the SAP and as required in 49 CFR 40 Subpart O.

The SAP will determine a written follow-up testing plan for any **employee** who has been permitted to return to work and has successfully complied with the SAP's recommendations for education and/or treatment. Such employees are subject to a minimum of six unannounced, follow-up drug screenings and alcohol tests over the following twelve months. The testing shall not exceed **forty-eight additional** months. Alcohol follow-up testing shall be performed only when the **employee** is performing safety-sensitive functions or immediately prior to performing or immediately after performing safety-sensitive functions. All follow-up testing will be

## COMMERCIAL DRIVER CONTROLLED SUBSTANCES AND ALCOHOL USE TESTING (M)

completed in accordance with 49 **CFR** 40.307. The SAP will comply with all reporting requirements of 49 **CFR** 40.311.

**The Board shall make the ultimate determination to return or not return an employee to a safety-sensitive position subject to any collective bargaining agreements, if any, or other legal requirements.**

## Medical Review Officer (MRO) Notifications

The Board shall employ or contract with a **MRO** who is a licensed physician (M.D. or D.O.) and shall designate the **MRO** as the individual responsible for receiving laboratory results generated by the testing program. The **MRO** shall have knowledge of **controlled substances** abuse disorders and have appropriate medical training to interpret and evaluate the **employee's** confirmed **drug test results** together with his/her medical history and other biomedical data. The **MRO** will perform all functions and responsibilities as required in 49 **CFR** 40.121.

## Employer Notification

The **MRO** may report controlled substances test results to the DER by any means of communication; however, a signed, written notification must be forwarded within three business days of the completion of the **MRO's** evaluation. The **MRO** must report all drug test results to the employer. The **MRO** may use a signed or stamped and dated legible photocopy of Copy 2 of the CCF to report test results or a written report that must include, at a minimum, the information required in 49 **CFR** 40.163.

## Split Specimen Tests

Split specimen testing will be conducted in accordance with 49 **CFR** 40 Subpart H. **The MRO will notify the Superintendent of Schools or designee if split specimen testing is requested by the employee.**

## Designated Collection Facility

The Board shall designate the facility to be used for the collection of the specimen; provided, however, that the designated facility shall possess all required licenses and permits. The collection site will take place in a facility meeting the requirements of 49 **CFR** 40 Subpart D. The DER will ensure the collection site meets the security requirements of 49 **CFR** 40.43.



## COMMERCIAL DRIVER CONTROLLED SUBSTANCES AND ALCOHOL USE TESTING (M)

### Designated Screening Laboratory

The Board shall designate the laboratory to which collected fluid samples will be forwarded for drug/alcohol screening. Drug testing laboratories must be certified by the Department of Health and Human Services (HHS) under the National Laboratory Certification Program (NLCP) for all testing required under 49 CFR 40. The laboratory will perform all responsibilities as required in accordance with 49 CFR 40 Subpart F.

### Specimens

The normal screening methodology for controlled substances shall be urinalysis, collected by a **trained** representative of the Board **with appropriate documentation** at a **site designated and approved by the Board**. The presence of alcohol will be determined by an Alcohol Screening Device (ASD) or an Evidential Breath Testing Device administered by an individual certified in accordance with 49 CFR 40.211 and 49 CFR 40.213.

### Refusal to Submit

An **employee** will be deemed as refusing to take a drug test as described in 49 CFR 40.191. As per 49 CFR 40.191, an **employee** refuses to take a drug test if he/she:

1. Fails to appear for any test (except a pre-employment test) within a reasonable time, as determined by the DER, consistent with applicable DOT agency regulations, after being directed to do so by the DER;
2. Fails to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;
3. Fails to provide a urine specimen for any drug test required by this Policy. An employee who does not provide a urine specimen because he or she has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;
4. Fails to permit the observation or monitoring of providing a specimen in

## COMMERCIAL DRIVER CONTROLLED SUBSTANCES AND ALCOHOL USE TESTING (M)

- the case of a directly observed or monitored collection in a drug test;
5. Fails to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
  6. Fails or declines to take an **additional drug** test the DER or collector has directed the **employee** to take;
  7. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER under **49 CFR 40.193(d)**. In the case of a pre-employment drug test, the **employee** is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment;
  8. Fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, **fails to wash hands after being directed to do so by the collector**);
  9. **Fails to follow the collection observer(s) instructions of which could be used to interfere with the collection process;**
  10. **Possesses or wears a prosthetic or other device that could be used to interfere with the collection process; or**
  11. **Admits to the collector or MRO he/she has adulterated or substituted the specimen.**

**If the MRO reports the employee had a verified adulterated or substituted test result, the result will be deemed refusal to take a drug test.**

If an **employee** refuses to participate in a part of the testing process, the collector or MRO, must terminate the portion of the testing process, document the refusal on the CCF (including in the case of the collector, printing the employee's name on Copy 2 of the CCF), immediately notify the DER by any means (e.g., telephone or secure fax machine) that ensures that the refusal notification is immediately received. A referral physician (e.g., physician evaluating a "shy bladder" condition or a claim of a legitimate



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medical explanation in a validity testing situation) must notify the MRO, who in turn will notify the DER. In addition, the collector must note the refusal in the "Remarks" line (Step 2), and sign and date the CCF. The MRO must note the refusal by checking the "Refused to Test" box (Step 6) on Copy 2 of the CCF, and add the reason on the "Remarks" line. The MRO must then sign and date the CCF. When the **employee** refuses to take a non-DOT test or to sign a non-DOT form, the **employee** has not refused to take a DOT test. There are no consequences under DOT agency regulations for refusing to take a non-DOT test.

## Record of Negative Screening

An employee required to submit to an alcohol and/or controlled substance screening as provided in this Policy and whose screening results are negative may, at their option, have their personnel file documented to reflect the negative result.

## Prescription Drugs

All bus drivers shall notify the DER of the use of any prescription drugs. The Board may require certification from the prescribing physician that the use of the prescription drug will not have an adverse affect on the driver's ability to properly perform safety-sensitive functions.

Consequences to **Employees** Engaging in Prohibited Conduct

An employee whose screening produces a positive result for a prohibited substance **who is permitted to return to work:**

1. Shall not be permitted to perform safety-sensitive functions;
2. Shall be advised by the DER of resources available to them in evaluating and resolving problems associated with the misuse of alcohol or the use of controlled substances;
3. Shall be evaluated by a **SAP** who shall determine what assistance, if any, is needed to resolve problems with alcohol or controlled substance use;
4. Undergo, before returning to duty, a return to duty alcohol test indicating a breath level of less than 0.02 if the conduct involved alcohol or a controlled substance test with a verified negative result;

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5. If assistance was required, the employee must be evaluated by a **SAP** to determine that the **employee** has followed the rehabilitation program prescribed;
6. Be subject to unannounced follow-up alcohol and/or controlled substance abuse testing;
7. Be subject to the disciplinary **Policy and Regulations** of the Board.

### Return-to-Work Agreement

An employee who has **been permitted to** return to work and who fails to comply with any of the terms of a **Return to Work Agreement, if provided at the employer's discretion**, shall be subject to **disciplinary action which may include** termination.

### Maintenance and Retention of Records

The DER shall maintain and retain all records as required by Federal regulation. Records shall include at least the following:

1. Records Related to the Collection Process
  - a. Collection logbooks (if used);
  - b. Documents related to the random selection process;
  - c. Calibration documentation for Evidential Breath Testing Devices (EBT's);
  - d. Documentation of Breath Alcohol Technician (BAT) training;
  - e. Documentation of reasoning for reasonable suspicion testing;
  - f. Documentation of reasoning for post-accident testing;
  - g. Documents verifying a medical explanation for the inability to provide adequate breath or urine for testing; and



## COMMERCIAL DRIVER CONTROLLED SUBSTANCES AND ALCOHOL USE TESTING (M)

- h. Consolidated annual calendar year summaries.
- 2. Records Related to the **Employee's** Test Results
  - a. Employer's copy of the alcohol test form, including results;
  - b. Employer's copy of the **controlled substance** test chain of custody and control form;
  - c. Documents sent to the employer by the **MRO**
  - d. Documentation of any **employee's** refusal to submit to a required alcohol or controlled substance test; and
  - e. Documents provided by an **employee** to dispute results of test.
- 3. Documentation of any Other Violations of Controlled Substance Use or Alcohol Misuse **Policies**
- 4. Records Related to Evaluations and Training
  - a. Records pertaining to **the** determination of an **employee's** need for assistance;
  - b. Records concerning an **employee's** compliance with **the** SAP's recommendations, and records related to education and training;
  - c. Materials on drug and alcohol awareness, including a copy of the employer's policy on drug use and alcohol misuse;
  - d. Documentation of compliance with **the** requirement to provide **employees** with educational material, including an **employee's** signed receipt of materials;
  - e. Documentation of supervisor training; and
  - f. Certification that training conducted under this **Policy** complies with all requirements of the **Policy**.

## COMMERCIAL DRIVER CONTROLLED SUBSTANCES AND ALCOHOL USE TESTING (M)

5. Records Related to Drug Testing
  - a. Agreements with collection site facilities, laboratories, **MROs**, and consortia;
  - b. Names and positions of officials and their role in the employer's alcohol and controlled substance testing program;
  - c. Monthly statistical summaries of urinalysis; and
  - d. The employer's drug testing policy and procedures.
6. Required Period of Retention

| Document to be maintained                                                                                                                         | Period required to be maintained |
|---------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| Alcohol test results indicating a breath alcohol concentration of 0.02 or greater                                                                 | 5 Years                          |
| Verified positive controlled substance test results                                                                                               | 5 Years                          |
| <b>Documentation of refusals to submit to required alcohol or controlled substance tests</b>                                                      | 5 Years                          |
| <b>Calibration documentation</b>                                                                                                                  | 5 Years                          |
| <b>Records related to the administration of the alcohol and controlled substances testing program, including records of all driver violations</b> | 5 Years                          |
| <b>Driver evaluations and referrals</b>                                                                                                           | 5 Years                          |
| <b>A copy of each annual calendar year summary</b>                                                                                                | 5 Years                          |
| <b>Records obtained from previous employers concerning alcohol and drug testing</b>                                                               | 3 Years                          |
| Records related to the <b>alcohol and controlled substances</b> collection                                                                        | 2 Years                          |

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| Document to be maintained                                                                                                                                                                                                                                                                               | Period required to be maintained |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| process (except calibration of evidential breath testing devices)                                                                                                                                                                                                                                       |                                  |
| Records related to negative and canceled controlled substance test results                                                                                                                                                                                                                              | 1 Year                           |
| Alcohol test results indicating a breath alcohol concentration less than 0.02                                                                                                                                                                                                                           | 1 Year                           |
| Records related to the education and training of breath alcohol technicians, screening test technicians, supervisors, and drivers shall be maintained by the employer while the individual performs the functions which require the training and for two years after ceasing to perform those functions | Indefinite time period           |

Other specific types of records shall be maintained in accordance with 49 CFR 382.401.

### 7. Location of Records

All required records shall be maintained in accordance with Policy No. 8320. Records shall be made available for inspection at the Board Offices within two business days after a request has been made by an authorized representative of the **FMCSA**.

### 8. Annual Calendar Year Summary

The DER shall prepare and maintain an annual calendar year summary of the results of its alcohol and substance abuse testing programs. The summary shall be completed no later than March 15 of each year covering the previous calendar year. The DER upon request of the **FMCSA** will provide the annual summary to that agency in the required



## COMMERCIAL DRIVER CONTROLLED SUBSTANCES AND ALCOHOL USE TESTING (M)

format.

### 9. Employee Information Program

The Board will provide an employee information program. The DER will be responsible for implementing the program and shall ensure that each **employee** receives information in the manner specified below:

- a. By receiving a copy of this Policy and any subsequent revisions.
- b. **The DER will provide written notice to employees of the following information.**
  - (1) The identity of the person designated by the employer to answer **employee** questions about the materials;
  - (2) Which **employees** are subject to the alcohol misuse and controlled substance requirements;
  - (3) Explanation of what constitutes a safety-sensitive function, so as to make clear what period of the workday the **employee** is required to be in compliance;
  - (4) Specific information concerning **employee** conduct that is prohibited;
  - (5) The circumstances under which an **employee** will be tested for alcohol and/or controlled substances;
  - (6) The procedures that will be used to test for the presence of alcohol and controlled substances;
  - (7) The requirement that an **employee** submit to alcohol and controlled substance tests;
  - (8) An explanation of what constitutes a refusal to submit to an alcohol or controlled substance test;
  - (9) The consequences for **employees** found to have violated

## COMMERCIAL DRIVER CONTROLLED SUBSTANCES AND ALCOHOL USE TESTING (M)

the prohibitions of this **Policy**, including the immediate removal of the **employee** from safety-sensitive functions;

- (10) The consequences for **employees** found to have an alcohol concentration level of 0.02 or greater but less than 0.04;
- (11) Information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life. Signs and symptoms of an alcohol or controlled substances problem, and available methods of intervening when an alcohol or a control substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management.

Omnibus Transportation **Employee Testing** Act of 1991

49 **CFR** 40 et seq.

49 **CFR** 382 et seq.

49 **CFR** 395.2

Adopted: 17 October 2013

Revised:



5111 ELIGIBILITY OF RESIDENT/NONRESIDENT PUPILS (M)

**M**

The Board of Education shall admit to its schools, free of charge, persons over five and under twenty years of age, pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education.

**Eligibility to Attend School**

The Board shall admit students eligible to attend school free of charge that are domiciled within the district as defined in N.J.A.C. 6A:22-3.1.

A child who is domiciled within the school district and resides with a parent or guardian who is a member of the New Jersey National Guard or a member of the reserve component of the armed forces of the United States who is ordered into active military service in a time of war or national emergency shall be permitted to remain enrolled in the school district in which the child is domiciled at the time of the parent or guardian being ordered into active military service, regardless of where the child resides during the period of active duty. Following the return of the child's parent or guardian from active military service, the child's eligibility to remain enrolled in the school district pursuant to N.J.S.A. 18A:38-3.1 shall cease at the end of the current school year unless the child is domiciled in the school district.

The Board shall also admit any student that is kept in the home of a person other than the student's parent or guardian, where the person is domiciled in the school district and is supporting the student without remuneration as if the student were his or her own child in accordance with N.J.A.C. 6A:22-3.2. A student is only eligible to attend school in the district pursuant to N.J.A.C. 6A:22-3.2 if the student's parent or guardian files, together with documentation to support its validity, a sworn statement that he or she is not capable of supporting or providing care for the student due to family or economic hardship and the student is not residing with the other person solely for the purpose of receiving a free public education. In addition, the person keeping the student must file, if so required by the Board of Education, a sworn statement that he or she: is domiciled within the school district; is supporting the child without remuneration and intends to do so for a time longer than the school term; will assume all personal obligations for the student relative to school requirements; and provides a copy of his or her lease if a tenant, a sworn landlord's statement if residing as a tenant without a written lease, or a mortgage or tax bill if an owner. Pursuant to N.J.S.A. 18A:38-1.c,

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any person who fraudulently allows a child of another person to use his or her residence and is not the primary financial supporter of that child and any person who fraudulently claims to have given up custody of his or her child to a person in another district commits a disorderly persons offense.

A student is eligible to attend school in this school district free of charge pursuant to N.J.S.A. 18A:38-1.b if the student is kept in the home of a person domiciled in the school district, who is not the parent or guardian and the parent or guardian is a member of the New Jersey National Guard or the reserve component of the United States armed forces and has been ordered into active military service in the United States armed forces in time of war or national emergency. Eligibility under this provision shall cease at the end of the current school year during which the parent or guardian returns from active military duty.

A student is eligible to attend school in this school district free of charge pursuant to N.J.S.A. 18A:38-1.d if the student's parent or guardian temporarily resides within the school district and elects to have the student attend the school district of temporary residence, notwithstanding the existence of a domicile elsewhere. When required by the Board of Education, the parent or guardian shall demonstrate the temporary residence is not solely for purposes of a student attending the school district of temporary residence. When one of a student's parents or guardians temporarily resides in the school district while the other is domiciled or temporarily resides elsewhere, eligibility to attend school shall be determined in accordance with the criteria of N.J.A.C. 6A:22-3.1(a)1.i.

A student is eligible to attend this school district free of charge:

1. If the student's parent or guardian moves to another school district as the result of being homeless, subject to the provisions of N.J.A.C. 6A:17-2 - Education of Homeless Children;
2. If the student is placed by court order or by a society, agency, or institution in the home of a school district resident pursuant to N.J.S.A. 18A:38-2;
3. If the student previously resided in the school district and if the parent or guardian is a member of the New Jersey National Guard or the United States reserves and has been ordered to active service in time of war or national emergency, resulting in the relocation of the student out of the



## ELIGIBILITY OF RESIDENT/NONRESIDENT PUPILS (M)

school district, pursuant to N.J.S.A. 18A:38-3.b. The school district shall not be obligated for transportation costs; and

4. If the student resides on Federal property within the State pursuant to N.J.S.A. 18A:38-7.7 et seq.

Notwithstanding the provisions of N.J.S.A. 18A:38-1 or any other law, rule, or regulation to the contrary, a student who moves out of the school district as a result of domestic violence, sexual abuse, or other family crises shall be permitted to remain enrolled in the school district for the remainder of the school year in pursuant to N.J.S.A. 18A:38-1.1 and in accordance with the provisions of N.J.A.C. 6A:22-3.2(h). If the student remains enrolled in the school district for the remainder of the school year, the school district shall provide transportation services to the student, provided the student lives remote from school, and the State shall reimburse the school district for the cost of the transportation services. Nothing in N.J.S.A. 18A:38-1.1 shall be construed to affect the rights of homeless students pursuant to N.J.S.A. 18A:7B-12, N.J.S.A. 18A:7B-12.1, or any other applicable State or Federal law.

A student's eligibility to attend this school shall not be affected by the physical condition of an applicant's housing or his or her compliance with local housing ordinances or terms of lease.

Except as set forth in N.J.A.C. 6A:22-3.3(b)1, immigration/visa status shall not affect eligibility to attend school and the school district shall not condition enrollment in the school district on immigration status. A student's immigration/visa status and their eligibility to attend school shall be in accordance with N.J.A.C. 6A:22-3.3(b) and Regulation 5111.

### Proof of Eligibility

The Board of Education shall accept a combination of forms of documentation from persons attempting to demonstrate a student's eligibility for enrollment in the school district in accordance with the provisions of N.J.A.C. 6A:22-3.4. The Board of Education shall consider the totality of information and documentation offered by an applicant, and shall not deny enrollment based on failure to provide a particular form or subset of documents without regard to other evidence presented.

The Board of Education shall not condition enrollment on the receipt of information or documents protected from disclosure by law, or pertaining to criteria that are not a

## ELIGIBILITY OF RESIDENT/NONRESIDENT PUPILS (M)

legitimate basis for determining eligibility to attend school as outlined in N.J.A.C. 6A:22-3.4(d). The Board of Education may consider, in a manner consistent with Federal law, documents or information referenced in N.J.A.C. 6A:22-3.4(d) or pertinent parts thereof if voluntarily disclosed by the applicant. The Board of Education may not, directly or indirectly, require or request such disclosure as an actual or implied condition of enrollment. However, in the case of a dispute between the school district and the parent or guardian of a student in regard to the student's eligibility to enroll in the school district or to remain enrolled in the school district pursuant to the provisions of N.J.S.A. 18A:38-1, the school district may request from the New Jersey Motor Vehicle Commission the parent or guardian's name and address for use in verifying a student's eligibility for enrollment in the school district **in accordance with the provisions of N.J.S.A. 18A:38-1.3.**

## Registration Forms and Procedures for Initial Assessment

Registration and initial determinations of eligibility will be in accordance with N.J.A.C. 6A:22-4.1. The Board of Education shall use Commissioner-provided registration forms or locally developed forms that are consistent with the forms provided by the Commissioner. A district-level administrator designated by the Superintendent shall be clearly identified to applicants and available to assist persons who experience difficulties with the enrollment process.

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

When a student appears ineligible based on the information provided in the initial application, the school district shall issue a preliminary written notice of ineligibility, including an explanation of the right to appeal to the Commissioner of Education. Enrollment shall take place immediately if the applicant clearly indicates disagreement with the district's determination and an intent to appeal to the Commissioner of Education. An applicant whose student is enrolled pursuant to this provision shall be notified that the student will be removed, without a hearing before the Board, if no appeal is filed within the twenty-one day period established by N.J.S.A. 18A:38-1.



## ELIGIBILITY OF RESIDENT/NONRESIDENT PUPILS (M)

When enrollment is denied and no intent to appeal is indicated, applicants shall be advised they shall comply with compulsory education laws. When the student is between the ages of six and sixteen, applicants also shall be asked to complete a written statement indicating the student will be attending school in another school district or nonpublic school, or receiving instruction elsewhere than at a school pursuant to N.J.S.A. 18A:38-25. In the absence of this written statement, designated staff shall report to the school district of actual domicile or residence, or the Department of Children and Families, a potential instance of "neglect" for the purposes of ensuring compliance with compulsory education law, N.J.S.A. 9:6-1. Staff shall provide the school district or the Department of Children and Families with the student's name, the name(s) of the parent/guardian/resident, and the student's address to the extent known. Staff shall also indicate admission to the school district has been denied based on residency or domicile, and there is no evidence of intent to arrange for the child to attend school or receive instruction elsewhere.

Enrollment or attendance at the school shall not be conditioned on advance payment of tuition when enrollment is denied and an intent to appeal is indicated, or when enrollment is provisional and subject to further review or information. The Board of Education shall ensure the registration process identifies information suggesting an applicant may be homeless so procedures may be implemented in accordance with N.J.A.C. 6A:17-2, Education of Homeless Children. Enrollment or attendance in the school district shall not be denied based upon the absence of the certified copy of the student's birth certificate or other proof of a student's identity as required within thirty days of initial enrollment, pursuant to N.J.S.A. 18A:36-25.1.

Enrollment in the school district shall not be denied based upon absence of student medical information. However, actual attendance at school may be deferred until the student complies with student immunization rules set forth in N.J.A.C. 8:57-4.

When enrollment in the school district, attendance at school, or the receipt of educational services in the regular education program appears inappropriate, the student shall not be denied based upon the absence of a student's prior educational record. However, the applicant shall be advised the student's initial educational placement may be subject to revision upon the school district's receipt of records or further assessment of the student.

## Notice of Ineligibility

When a student is found ineligible to attend the school district pursuant to N.J.A.C.



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6A:22 or the student's initial application is found to be deficient upon subsequent review or investigation, the school district immediately shall provide to the applicant notice that is consistent with Commissioner-provided sample form(s) and meets requirements of N.J.A.C. 6A:22-4 et seq. Notices shall be in writing; in English and in the native language of the applicant; issued by the Superintendent; and directed to the address at which the applicant claims to reside. Notices of ineligibility shall include information as outlined in N.J.A.C. 6A:22-4.2.

## Removal of Currently Enrolled Students

Nothing in N.J.A.C. 6A:22 et seq. and this Policy shall preclude the Board of Education from identifying through further investigation or periodic requests for revalidation of eligibility, students enrolled in the school district who may be ineligible for continued attendance due to error in initial assessment, changed circumstances, or newly discovered information.

When a student who is enrolled and attending school based on an initial eligibility determination is later determined to be ineligible for continued attendance, the Superintendent may apply to the Board of Education for the student's removal in accordance with the provisions of N.J.A.C. 6A:22-4.3. No student shall be removed from school unless the parent, guardian, adult student, or resident keeping an "affidavit student" (as defined in N.J.A.C. 6A:22-1.2) has been informed of his or her entitlement to a hearing before the Board of Education. Once the hearing is held, or if the parent, guardian, adult student or resident keeping an "affidavit student", does not respond within the designated time frame to the Superintendent's notice or appear for the hearing, the Board of Education shall make a prompt determination of the student's eligibility and shall immediately provide notice in accordance with N.J.A.C. 6A:22-4.2. Hearings required pursuant to N.J.A.C. 6A:22-4.3 may be conducted by the full Board or a Board Committee, at the discretion of the full Board. If the hearing(s) is conducted by a Board Committee, the Committee shall make a recommendation to the full Board for action. No student may be removed except by vote of the Board taken at a meeting duly convened and conducted pursuant to N.J.S.A. 10:4-6 et seq., the Open Public Meetings Act.

## Appeal to the Commissioner

An applicant may appeal to the Commissioner of Education the school district's determination that a student is ineligible to attend its schools. Appeals shall be initiated by petition which shall be filed in accordance with N.J.S.A. 18A:38-1 and N.J.A.C. 6A:3-

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8.1 and shall proceed as a contested case pursuant to N.J.A.C. 6A:3. Pursuant to N.J.S.A. 18A:38-1.b(1), appeals of "affidavit student" eligibility determinations shall be filed by the resident keeping the student.

### Assessment and Calculation of Tuition

If no appeal to the Commissioner is filed following notice of an ineligibility determination, the Board of Education may assess tuition, for up to one year of a student's ineligible attendance, including the twenty-one day period provided by N.J.S.A. 18A:38-1 for appeal to the Commissioner. Tuition will be assessed and calculated in accordance with N.J.A.C. 6A:22-6.3 et seq. If the responsible party does not pay the tuition assessment, the Board of Education may petition the Commissioner pursuant to N.J.A.C. 6A:3 for an order assessing tuition, enforceable in accordance with N.J.S.A. 2A:58-10 through recording, upon request of the Board of Education pursuant to N.J.A.C. 6A:3-12, on the judgment docket of the Superior Court, Law Division.

If an appeal to the Commissioner is filed and the petitioner does not sustain the burden of demonstrating the student's right to attend the school district, or the petitioner withdraws the appeal, fails to prosecute, or abandons the appeal by any means other than settlement agreeing to waive or reduce tuition, the Commissioner may assess tuition in accordance with the provisions of N.J.A.C. 6A:22-6.2(a). Upon the Commissioner's finding that an appeal has been abandoned, the Board of Education may remove the student from school and seek tuition in accordance with N.J.A.C. 6A:22-6.2.

### Nonresident Students

The admission of a nonresident student to school free of charge must be approved by the Board. No student otherwise eligible shall be denied admission on the basis of the student's race, color, creed, religion, national origin, ancestry, age, marital status, affectational or sexual orientation or sex, social or economic status, or disability. The continued enrollment of any nonresident student shall be contingent upon the student's maintenance of good standards of citizenship and discipline.

### Children Who Anticipate Moving to or from the District

A nonresident child otherwise eligible for attendance whose parent(s) or guardian(s) anticipates district residency and has entered a contract to buy, build, or rent a residence in this district will not be permitted to enroll in the district prior to



## ELIGIBILITY OF RESIDENT/NONRESIDENT PUPILS (M)

residency. All students must be domiciled in the district in order to attend school.

Student who are seniors in the high school and have attended high school for three previous years, whose parent(s) or guardian(s) have moved away from the school district during the final marking period, will be permitted to finish the school year in this district without payment of tuition provided the pupil is in good academic and disciplinary standing with the Superintendent's approval.

### Other Nonresident Children

Other nonresident children, otherwise eligible for attendance, may be admitted to school in this district with payment of tuition if their admission is warranted by the inaccessibility of school in their home district, the singular availability of an appropriate educational program in this district, the avoidance of transfer and readmission of a child whose legal custody is shared by a parent(s) or guardian(s) residing in this district, or other good cause. All non-resident pupils must be approved by the Board of Education.

### F-1 Visa Students

The school district will permit the attendance of F-1 Visa students into the school district only with the payment of full tuition and a signed tuition contract. The district may require advance payment of full tuition before providing the requested I-20 Form, in accordance with the provisions of Federal regulation 8 CFR 214.3. An F-1 Visa is granted to a foreign student through an application process that must include, but is not limited to, signed approval by the receiving school district exhibiting the receiving school district will accept the foreign student for enrollment and the foreign student's proof of financial means to pay the full tuition to the receiving school district for the academic year.

### District Residency Yearly Confirmation

To ensure that only Lakewood residents attend Lakewood Schools, all students entering in to specific Grades/Programs will be required to provide Proof of Eligibility. The district shall accept forms of documentation from persons attempting to demonstrate a pupil's eligibility in the district in accordance with N.J.A.C. 6A:22-3.4 et seq. The district shall consider the totality of information and documentation offered by an applicant, and shall not deny enrollment based on failure to provide a particular form of documentation, or a particular subset of documents, without regard to other evidence presented.

## ELIGIBILITY OF RESIDENT/NONRESIDENT PUPILS (M)

- Entering 6th Grade
- Entering 9th Grade
- Registered in an Out-of-District School
- Registered in a School for Student with Disabilities
- Registered in a Private School with an IEP
- Registered in an Inter-district Public School Choice

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

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

**8 CFR 214.3**

Adopted: 17 October 2013

Revised: 21 March 2016

Revised: 22 June 2016

R 5111 ELIGIBILITY OF RESIDENT/NONRESIDENT PUPILS (M)**M****A. Definitions**

1. "Affidavit student" means a student attending, or seeking to attend, school in a district pursuant to N.J.S.A. 18A:38-1.b and N.J.A.C. 6A:22-3.2(a).
2. "Appeal" means contested case proceedings before the Commissioner of Education pursuant to N.J.A.C. 6A:3, Controversies and Disputes.
3. "Applicant" means a parent, guardian, or a resident supporting an affidavit student who seeks to enroll a student in a school district; or an unaccompanied homeless youth or adult student who seeks to enroll in a school district.
4. "Commissioner" means the Commissioner of Education or his/her designee.
5. "Guardian" means a person to whom a court of competent jurisdiction has awarded guardianship or custody of a child, provided that a residential custody order shall entitle a child to attend school in the residential custodian's school district unless it can be proven that the child does not actually live with the custodian. "Guardian" also means the Department of Children and Families for purposes of N.J.S.A. 18A:38-1.e.

**B. Eligibility to Attend School – Students Domiciled in the District**

1. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district if the student is domiciled within the district:
  - a. A student is domiciled in the school district when he or she is living with a parent or guardian whose domicile is located within



the school district.

- (1) When a student's parents or guardians are domiciled within different school districts and there is no court order or written agreement between the parents designating the school district of attendance, the student's domicile is the school district of the parent or guardian with whom the student lives for the majority of the school year. This provision shall apply regardless of which parent has legal custody.
- (2) When a student's physical custody is shared on an equal-time, alternating week/month or other similar basis so the student is not living with one parent or guardian for a majority of the school year and there is no court order or written agreement between the parents designating the school district of attendance, the student's domicile is the present domicile of the parent or guardian with whom the student resided on the last school day prior to October 16 preceding the application date.
  - (a) When a student resided with both parents or guardians, or with neither parent or guardian, on the last school day prior to the preceding October 16, the student's domicile is the domicile of the parent or guardian with whom the parents or guardians indicate the student will be residing on the last school day prior to the ensuing October 16. When the parents or guardians do not designate or cannot agree upon the student's likely residence as of that date, or if on that date the student is not residing with the parent or guardian previously indicated, the student shall attend school in the school district of domicile of the parent or guardian with whom the student actually lives as of the last school day prior to October 16.

- (b) When the domicile of the student with disabilities as defined in N.J.A.C. 6A:14 cannot be determined pursuant to N.J.A.C. 6A:22-3.1, nothing shall preclude an equitable determination of shared responsibility for the cost of such student's out-of-district placement.
  - (3) When a student is living with a person other than a parent or guardian, nothing in N.J.A.C. 6A:22-3.1 is intended to limit the student's right to attend school in the parent or guardian's school district of domicile pursuant to the provisions of N.J.A.C. 6A:22.
  - (4) No school district shall be required to provide transportation for a student residing outside the school district for all or part of the school year unless transportation is based upon the home of the parent or guardian domiciled within the school district or otherwise required by law.
- b. A student is domiciled in the school district when he or she has reached the age of eighteen or is emancipated from the care and custody of a parent or guardian and has established a domicile within the school district.
  - c. A student is domiciled in the school district when the student has come from outside the State and is living with a person domiciled in the school district who will be applying for guardianship of the student upon expiration of the six-month "waiting period" of State residency required pursuant to N.J.S.A. 2A:34-54 ("home state" definition) and 2A:34-65.a(1). However, a student may later be subject to removal proceedings if application for guardianship is not made within a reasonable period of time following expiration of the mandatory waiting period or if guardianship is applied for and denied.

- d. A student is domiciled in the school district when his or her parent or guardian resides within the school district on an all-year-round basis for one year or more, notwithstanding the existence of a domicile elsewhere.
  - e. A student is domiciled in the school district if the Department of Children and Families is acting as the student's guardian and has placed the student in the school district.
- 2. When a student's dwelling is located within two or more school districts, or bears a mailing address that does not reflect the dwelling's physical location within a municipality, the school district of domicile for school attendance purposes shall be the municipality to which the majority of the dwelling's property tax is paid, or to which the majority of the dwelling's or unit's property tax is paid.
  - a. When property tax is paid in equal amounts to two or more municipalities, and there is no established assignment for students residing in the affected dwellings, the school district of domicile for school attendance purposes shall be determined through assessment of individual proofs as provided pursuant to N.J.A.C. 6A:22-3.4.
  - b. This provision shall not preclude the attendance of currently enrolled students who were permitted to attend the school district prior to December 17, 2001.
  - c. When a student's parent or guardian elects to exercise such entitlement, nothing in N.J.A.C. 6A:22-3.1 shall exclude a student's right to attend the school district of domicile although the student is qualified to attend a different school district pursuant to N.J.S.A. 18A:38-1.b or the temporary residency (less than one year) provision of N.J.S.A. 18A:38-1.d.
- 3. Notwithstanding the provisions of N.J.S.A. 18A:38-1 or any other section of law to the contrary, a child who is domiciled within the school district and resides with a parent or guardian who is a member of the New Jersey National Guard or a member of the reserve component of the armed



forces of the United States who is ordered into active military service in any of the armed forces of the United States in a time of war or national emergency, shall be permitted to remain enrolled in the school district in which the child is domiciled at the time of the parent or guardian being ordered into active military service, regardless of where the child resides during the period of active duty. The school district shall not be responsible for providing transportation for the child if the child lives outside of the district. Following the return of the child's parent or guardian from active military service, the child's eligibility to remain enrolled in the school district pursuant to N.J.S.A. 18A:38-3.1 shall cease at the end of the current school year unless the child is domiciled in the school district.

C. Eligibility to Attend School – Other Students Eligible to Attend School

1. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-1.b if that student is kept in the home of a person other than the student's parent or guardian, and the person is domiciled in the school district and is supporting the student without remuneration as if the student were his or her own child.
  - a. A student is not eligible to attend this school district pursuant to this provision unless:
    - (1) The student's parent or guardian has filed, together with documentation to support its validity, a sworn statement that he or she is not capable of supporting or providing care for the student due to family or economic hardship and that the student is not residing with the other person solely for the purpose of receiving a free public education; and
    - (2) The person keeping the student has filed, if so required by the Board of Education:



- (a) A sworn statement that he or she is domiciled within the school district, is supporting the child without remuneration and intends to do so for a longer time than the school term, and will assume all personal obligations for the student pertaining to school requirements; and
  - (b) A copy of his or her lease if a tenant, a sworn landlord's statement if residing as a tenant without a written lease, or a mortgage or tax bill if an owner.
- b. A student shall not be deemed ineligible under this provision because required sworn statement(s) cannot be obtained when evidence is presented that the underlying requirements of the law are being met, notwithstanding the inability of the resident or student to obtain the sworn statement(s).
- c. A student shall not be deemed ineligible under this provision when evidence is presented that the student has no home or possibility of school attendance other than with a school district resident who is not the student's parent or guardian, but is acting as the sole caretaker and supporter of the student.
- d. A student shall not be deemed ineligible under this provision solely because a parent or guardian gives occasional gifts or makes limited contributions, financial or otherwise, toward the student's welfare provided the resident keeping the student receives from the parent or guardian no payment or other remuneration for regular maintenance of the student.
- e. Pursuant to N.J.S.A. 18A:38-1.c, any person who fraudulently allows a child of another person to use his or her residence and is not the primary financial supporter of that child and any person who fraudulently claims to have given up custody of his or her child to a person in another school district commits a disorderly persons offense.

2. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-1.b if the student is kept in the home of a person domiciled in the school district, who is not the parent or guardian and the parent or guardian is a member of the New Jersey National Guard or the reserve component of the United States armed forces and has been ordered into active military service in the United States armed forces in time of war or national emergency.
  - a. Eligibility under this provision shall cease at the end of the school year during which the parent or guardian returns from active military duty.
3. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-1.d if the student's parent or guardian temporarily resides within the school district and elects to have the student attend the school district of temporary residence, notwithstanding the existence of a domicile elsewhere.
  - a. When required by the Board of Education, the parent or guardian shall demonstrate the temporary residence is not solely for purposes of the student attending the school district of temporary residence;
  - b. When one of a student's parents or guardians temporarily resides in a school district while the other is domiciled or temporarily resides elsewhere, eligibility to attend school shall be determined in accordance with N.J.A.C. 6A:22-3.1(a)1i. However, no student shall be eligible to attend school based upon a parent or guardian's temporary residence in a school district unless the parent or guardian demonstrates, if required by the Board of Education, the temporary residence is not solely for purposes of a student's attending the school district.
4. A student over five and under twenty years of age pursuant to N.J.S.A.



18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-1.f if the student's parent or guardian moves to another school district as the result of being homeless, subject to the provisions of N.J.A.C. 6A:17-2, Education of Homeless Children.

5. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-2 if the student is placed by court order or by a society, agency, or institution in the home of a school district resident pursuant to N.J.S.A. 18A:38-2. As used in this section, "court order" shall not encompass orders of residential custody under which claims of entitlement to attend a school district are governed by provisions of N.J.S.A. 18A:38-1 and the applicable standards set forth in N.J.A.C. 6A:22.
6. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-3.b if the student previously resided in the school district and if the parent or guardian is a member of the New Jersey National Guard or the United States reserves and has been ordered to active service in time of war or national emergency, resulting in the relocation of the student out of the school district. A school district admitting a student pursuant to N.J.S.A. 18A:38-3.b shall not be obligated for transportation costs.
7. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend the school district pursuant to N.J.S.A. 18A:38-7.7 et seq. if the student resides on Federal property within the State.
8. In accordance with N.J.S.A. 18A:38-1.1, a student who is not considered homeless under N.J.S.A. 18A:7B-12 and who moves to a new school district during the academic year as a result of a family crisis shall be

permitted to remain enrolled in the original school district of residence for the remainder of the school year without the payment of tuition. A student attending an academic program during the summer, who is otherwise eligible except for the timing of the move, shall be permitted to remain in the school district for the remainder of the summer program if it is considered an extension of the preceding academic year.

- a. For purposes of N.J.A.C. 6A:22-3.2(h) and Policy and Regulation 5111, "family crisis" shall include, but not be limited to:
  - (1) An instance of abuse such as domestic violence or sexual abuse;
  - (2) A disruption to the family unit caused by death of a parent or guardian; or
  - (3) An unplanned displacement from the original residence such as fire, flood, hurricane, or other circumstances that render the residence uninhabitable.
- b. Upon notification of the move by the parent or guardian, the original school district of residence shall allow the student to continue attendance and shall provide transportation services to and from the student's new domicile in accordance with N.J.S.A. 18A:39-1. The original school district of residence may request from the parent or guardian and may review supporting documentation about the reason(s) for the move; however, any such review shall not interrupt the student's continued enrollment in the school district and in the current school of attendance with the provision of transportation.
  - (1) Examples of documentation include, but are not limited to, newspaper articles, insurance claims, police or fire reports, notes from health professionals, custody agreements, or any other legal document.
- c. If the parent or guardian or the relevant documentation indicates the child is homeless pursuant to N.J.S.A. 18A:7B-12, the school



district liaison shall assume the coordination of enrollment procedures pursuant to N.J.A.C. 6A:17-2.5 and the student shall not be eligible for enrollment under N.J.S.A. 18A:38-1.1.

- d. If the original school district of residence determines the situation does not meet the family crisis criteria outlined in 8.a. above, the Superintendent or designee shall notify the parent or guardian in writing. The notification shall inform the parent or guardian of his or her right to appeal the decision within twenty-one calendar days of his or her receipt of the notification, and shall state that if such appeal is denied, he or she may be assessed the costs for transportation provided to the new residence during the period of ineligible attendance. It shall also state whether the parent or guardian is required to withdraw the student by the end of the twenty-one day appeal period in the absence of an appeal.
  - (1) The parent or guardian may appeal by submitting the request in writing with supporting documentation to the Executive County Superintendent of the county in which the original school district of residence is situated.
  - (2) Within thirty calendar days of receiving the request and documentation, the Executive County Superintendent shall issue a determination whether the situation meets the family crisis criteria set forth at 8.a. above. The original school district of residence shall continue to enroll the student and provide transportation to the current school of attendance in accordance with N.J.S.A. 18A:39-1 until the determination is issued.
  - (3) If the Executive County Superintendent determines the situation does not constitute a family crisis, the school district may submit to the Executive County Superintendent for approval the cost of transportation to the ineligible student's new domicile. The Executive County Superintendent shall certify the transportation costs to be assessed to the parent or guardian for the period of ineligible attendance.

- e. When the original school district of residence determines the situation constitutes a family crisis pursuant to N.J.S.A. 18A:38-1.1, the Superintendent or designee shall immediately notify the parent or guardian in writing.
  - (1) When the original school district of residence anticipates the need to apply for reimbursement of transportation costs, it shall send to the Executive County Superintendent a request and documentation of the family crisis for confirmation the situation meets the criteria set forth at 8.a. above.
  - (2) Within thirty days of receiving the school district's request and documentation, the Executive County Superintendent shall issue a determination of whether the situation meets the criteria for a family crisis. The original school district of residence shall continue to enroll the student and provide transportation to the current school of attendance in accordance with N.J.S.A. 18A:39-1 until the determination is issued, and shall not be reimbursed for additional transportation costs unless the Executive County Superintendent determines the situation is a family crisis or as directed by the Commissioner upon appeal.
- f. In providing transportation to students under N.J.S.A. 18A:38-1.1, the Board shall use the most efficient and cost-effective means available and in conformance with all laws governing student transportation.
- g. At the conclusion of the fiscal year in which the Executive County Superintendent has determined the situation constitutes a family crisis, the original school district of residence may apply to the Executive County Superintendent for a reimbursement of eligible costs for transportation services.
  - (1) Eligible costs shall include transportation for students who are required to be transported pursuant to N.J.S.A.

18A:39-1.

(2) The school district shall provide documentation of the transportation costs for the eligible student(s) to the Executive County Superintendent who shall review and forward the information to the Department's Office of School Facilities and Finance for reimbursement payment(s) to the school district.

(3) Payment to the school district shall be made in the subsequent fiscal year and shall equal the approved cost less the amount of transportation aid received for the student(s).

h. Nothing in N.J.A.C. 6A:22-3.2 shall prevent the Board of Education from allowing a student to enroll without the payment of tuition pursuant to N.J.S.A. 18A:38-3.a.

i. Nothing in N.J.A.C. 6A:22-3.2 shall prevent a parent or school district from appealing the Executive County Superintendent's decision(s) to the Commissioner in accordance with N.J.A.C. 6A:3-1.3. If the Commissioner of Education determines the situation is not a family crisis, his or her decision shall state which of the following shall pay the transportation costs incurred during the appeal process: the State, school district, or parent.

D. Housing and Immigration Status

1. A student's eligibility to attend school shall not be affected by the physical condition of an applicant's housing or his or her compliance with local housing ordinances or terms of lease.

2. Except as set forth in a. below, immigration/visa status shall not affect eligibility to attend school. Any student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education, who is domiciled in the school district or otherwise eligible to attend school in the district pursuant to N.J.A.C. 6A:22-3.2 shall be enrolled without regard to, or



inquiry concerning, immigration status.

- a. However, the provisions of N.J.S.A. 18A:38-1 and N.J.A.C. 6A:22 shall not apply to students who have obtained, or are seeking to obtain, a Certificate of Eligibility for Nonimmigrant Student Status (INS Form I-20) from the school district in order to apply to the INS for issuance of a visa for the purpose of limited study on a tuition basis in a United States public secondary school ("F-1" Visa).

### 3. F-1 Visa Students

The school district will permit the attendance of F-1 Visa students into the school district only with the payment of full tuition and a signed tuition contract. The district may require advance payment of full tuition before providing the requested I-20 Form, in accordance with the provisions of Federal regulation 8 CFR 214.3. An F-1 Visa is granted to a foreign student through an application process that must include, but is not limited to, signed approval by the receiving school district exhibiting the receiving school district will accept the foreign student for enrollment and the foreign student's proof of financial means to pay the full tuition to the receiving school district for the academic year.

- E. Nothing in Policy and Regulation 5111 or N.J.A.C. 6A:22-3.2 shall be construed to limit the discretion of the Board to admit nonresident students, or the ability of a nonresident student to attend school with or without payment of tuition, with the consent of the district Board pursuant to N.J.S.A. 18A:38-3.a.

### F. Proof of Eligibility

1. The Board of Education shall accept a combination of any of the following or similar forms of documentation from persons attempting to demonstrate a student's eligibility for enrollment in the school district:
  - a. Property tax bills; deeds; contracts of sale; leases; mortgages; signed letters from landlords; and other evidence of property ownership, tenancy, or residency;



- b. Voter registrations; licenses; permits; financial account information; utility bills; delivery receipts; and other evidence of personal attachment to a particular location;
  - c. Court orders; State agency agreements; and other evidence of court or agency placements or directives;
  - d. Receipts; bills; cancelled checks; insurance claims or payments; and other evidence of expenditures demonstrating personal attachment to a particular location, or to support the student;
  - e. Medical reports; counselor or social worker assessments; employment documents; unemployment claims; benefit statements; and other evidence of circumstances demonstrating family or economic hardship, or temporary residency;
  - f. Affidavits, certifications and sworn attestations pertaining to statutory criteria for school attendance, from the parent, guardian, person keeping an "affidavit student," adult student, person(s) with whom a family is living, or others, as appropriate;
  - g. Documents pertaining to military status and assignment; and
  - h. Any other business record or document issued by a governmental entity.
- 2. The Board of Education may accept forms of documentation not listed above, and shall not exclude from consideration any documentation or information presented by an applicant.
  - 3. The Board of Education shall consider the totality of information and documentation offered by an applicant, and shall not deny enrollment based on failure to provide a particular form or subset of documents without regard to other evidence presented.
  - 4. The Board of Education shall not condition enrollment on the receipt of information or documents protected from disclosure by law, or

pertaining to criteria that are not a legitimate basis for determining eligibility to attend school. They include, but are not limited to:

- a. Income tax returns;
  - b. Documentation or information relating to citizenship or immigration/visa status, except as set forth in N.J.A.C. 6A:22-3.3(b);
  - c. Documentation or information relating to compliance with local housing ordinances or conditions of tenancy; and
  - d. Social security numbers.
5. The Board of Education may consider, in a manner consistent with Federal law, documents or information referenced in 4. above, or pertinent parts thereof if voluntarily disclosed by the applicant. However, the Board of Education may not, directly or indirectly, require or request such disclosure as an actual or implied condition of enrollment.
  6. In the case of a dispute between the school district and the parents or guardians of a student in regard to a student's eligibility to enroll in the school district or to remain enrolled in the school district pursuant to the provisions of N.J.S.A. 18A:38-1, the school district may request from the New Jersey Motor Vehicle Commission the parent or guardian's name and address for use in verifying a student's eligibility for enrollment in the school district.
- G. Registration Forms and Procedures for Initial Assessment
1. The Board of Education shall use Commissioner-provided registration forms, or locally developed forms that:
    - a. Are consistent with the forms provided by the Commissioner;
    - b. Do not seek information prohibited by N.J.A.C. 6A:22 or any other

provision of statute or rule;

- c. Summarize, for the applicant's reference, the criteria for attendance set forth in N.J.S.A. 18A:38-1, and specify the nature and form of any sworn statement(s) to be filed;
  - d. Clearly state the purpose for which the requested information is being sought in relation to the criteria; and
  - e. Notify applicants that an initial eligibility determination is subject to a more thorough review and evaluation, and that an assessment of tuition is possible if an initially admitted applicant is later found ineligible.
2. The Board of Education shall make available sufficient numbers of registration forms and trained registration staff to ensure prompt eligibility determinations and enrollment. Enrollment applications may be taken by appointment, but appointments shall be promptly scheduled and shall not unduly defer a student's attendance at school.
- a. If the school district uses separate forms for affidavit student applications rather than a single form for all types of enrollment, affidavit student forms shall comply in all respects with the provisions of G.1. above. When affidavit student forms are used, the school district shall provide them to any person attempting to register a student of whom he or she is not the parent or guardian, even if not specifically requested.
    - (1) The Board of Education or its agents shall not demand or suggest that guardianship or custody must be obtained before enrollment will be considered for a student living with a person other than the parent or guardian since such student may qualify as an affidavit student.
    - (2) The Board of Education or its agents shall not demand or suggest that an applicant seeking to enroll a student of whom the applicant has guardianship or custody produce affidavit student proofs.



- b. A district-level administrator designated by the Superintendent shall be clearly identified to applicants and available to assist persons who experience difficulties with the enrollment process.
- 3. Initial eligibility determinations shall be made upon presentation of an enrollment application, and enrollment shall take place immediately except in cases of clear, uncontested denials.
  - a. Enrollment shall take place immediately when an applicant has provided incomplete, unclear, or questionable information, but the applicant shall be notified that the student will be removed from the school district if defects in the application are not corrected, or an appeal is not filed, in accordance with subsequent notice to be provided pursuant to N.J.A.C. 6A:22-4.2.
  - b. When a student appears ineligible based on information provided in the initial application, the school district shall issue a preliminary written notice of ineligibility, including an explanation of the right to appeal to the Commissioner of Education. Enrollment shall take place immediately if the applicant clearly indicates disagreement with the school district's determination and intent to appeal to the Commissioner.
    - (1) An applicant whose student is enrolled pursuant to this provision shall be notified that the student will be removed without a hearing before the Board if no appeal is filed within the twenty-one day period established by N.J.S.A. 18A:38-1.
- 4. When enrollment is denied and no intent to appeal is indicated, applicants shall be advised they shall comply with compulsory education laws. When the student is between the ages of six and sixteen, applicants also shall be asked to complete a written statement indicating the student will be attending school in another school district or nonpublic school, or receiving instruction elsewhere than at a school pursuant to N.J.S.A. 18A:38-25. In the absence of this written statement that the student will be attending school in another school district or nonpublic school, or receiving instruction elsewhere than at a school,



designated staff shall report to the school district of actual domicile or residence, or the Department of Children and Families, a potential instance of "neglect" for purposes of ensuring compliance with compulsory education laws, N.J.S.A. 9:6-1. Staff shall provide the school district or the Department of Children and Families with the student's name, the name(s) of the parent/guardian/resident, and the student's address to the extent known. Staff shall also indicate admission to the school district has been denied based on residency or domicile, and there is no evidence of intent to arrange for the child to attend school or receive instruction elsewhere.

5. Enrollment or attendance in the school district shall not be conditioned on advance payment of tuition in whole or part when enrollment is denied and an intent to appeal is indicated, or when enrollment is provisional and subject to further review or information.
6. The Board of Education shall ensure the registration process identifies information suggesting an applicant may be homeless so procedures may be implemented in accordance with N.J.A.C. 6A:17-2 - Education of Homeless Children.
7. Enrollment or attendance in the school district shall not be denied based upon absence of a certified copy of the student's birth certificate or other proof of his or her identity as required within thirty days of initial enrollment, pursuant to N.J.S.A. 18A:36-25.1.
8. Enrollment in the school district shall not be denied based upon absence of student medical information. However, actual attendance at school may be deferred until the student complies with student immunization rules set forth in N.J.A.C. 8:57-4.
9. When enrollment in the school district, attendance at school, or the receipt of educational services in the regular education program appears inappropriate, the student shall not be denied based upon the absence of a student's prior educational record. However, the applicant shall be advised the student's initial educational placement may be subject to revision upon the school district's receipt of records or further assessment of the student.

H. Notice of Ineligibility

1. When a student is found ineligible to attend the school district pursuant to N.J.A.C. 6A:22 or the student's initial application is found to be deficient upon subsequent review or investigation, the school district shall immediately provide notice to the applicant that is consistent with Commissioner-provided sample form(s) and meets the requirements of N.J.A.C. 6A:22-4 et seq.
  - a. Notices shall be in writing; in English and in the native language of the applicant; issued by the Superintendent; and directed to the address at which the applicant claims to reside.
2. Notices of ineligibility shall include:
  - a. In cases of denial, a clear description of the specific basis on which the determination of ineligibility was made:
    - (1) The description shall be sufficient to allow the applicant to understand the basis for the decision and determine whether to appeal; and
    - (2) The description shall identify the specific subsection of N.J.S.A. 18A:38-1 under which the application was decided.
  - b. In cases of provisional eligibility, a clear description of the missing documents or information that still must be provided before a final eligibility status can be attained under the applicable provision of N.J.S.A. 18A:38-1;
  - c. A clear statement of the applicant's right to appeal to the Commissioner of Education within twenty-one days of the notice date, along with an informational document provided by the Commissioner describing how to file an appeal;
  - d. A clear statement of the student's right to attend school for the

twenty-one day period during which an appeal can be made to the Commissioner. It also shall state the student will not be permitted to attend school beyond the twenty-first day following the notice date if missing information is not provided or an appeal is not filed;

- e. A clear statement of the student's right to continue attending school while an appeal to the Commissioner is pending;
- f. A clear statement that, if an appeal is filed with the Commissioner and the applicant does not sustain the burden of demonstrating the student's right to attend the school district, or the applicant withdraws the appeal, fails to prosecute or abandons the appeal by any means other than settlement, the applicant may be assessed, by order of the Commissioner enforceable in Superior Court, tuition for any period of ineligible attendance, including the initial twenty-one day period and the period during which the appeal was pending before the Commissioner;
- g. A clear statement of the approximate rate of tuition, pursuant to N.J.A.C. 6A:22-6.3 that an applicant may be assessed for the year at issue if the applicant does not prevail on appeal, or elects not to appeal:
  - (1) If removal is based on the student's move from the school district, the notice of ineligibility shall also provide information as to whether district Policy permits continued attendance, with or without tuition, for students who move from the school district during the school year.
- h. The name of a contact person in the school district who can assist in explaining the notice's contents; and
- i. When no appeal is filed, notice that the parent or guardian shall still comply with compulsory education laws. In the absence of a written statement from the parent or guardian that the student will be attending school in another school district or non-public



school, or receiving instruction elsewhere than at a school, school district staff shall notify the school district of actual domicile/residence, or the Department of Children and Families, of a potential instance of "neglect" pursuant to N.J.S.A. 9:6-1. For purposes of facilitating enforcement of the State compulsory education requirement (N.J.S.A. 18A:38-25), staff shall provide the student's name, the name(s) of the parent/guardian/resident, address to the extent known, denial of admission based on residency or domicile, and absence of evidence of intent to attend school or receive instruction elsewhere.

I. Removal of Currently Enrolled Students

1. Nothing in N.J.A.C. 6A:22 and this Regulation shall preclude the Board of Education from identifying through further investigation or periodic requests for revalidation of eligibility, students enrolled in the school district who may be ineligible for continued attendance due to error in initial assessment, changed circumstances, or newly discovered information.
2. When a student who is enrolled and attending school based on an initial eligibility determination is later determined to be ineligible for continued attendance, the Superintendent may apply to the Board of Education for the student's removal.
  - a. The Superintendent shall issue a preliminary notice of ineligibility meeting the requirements of N.J.A.C. 6A:22-4.2. However, the notice shall also provide for a hearing before the Board of Education prior to a final decision on removal.
3. No student shall be removed from school unless the parent, guardian, adult student, or resident keeping an "affidavit student," has been informed of his or her entitlement to a hearing before the Board of Education.
4. Once the hearing is held, or if the parent, guardian, adult student, or resident keeping an "affidavit student," does not respond within the designated time frame to the Superintendent's notice or appear for the



hearing, the Board of Education shall make a prompt determination of the student's eligibility and shall immediately provide notice in accordance with N.J.A.C. 6A:22-4.2.

5. Hearings required pursuant to N.J.A.C. 6A:22-4.3 may be conducted by the full Board of Education or a Board committee, at the discretion of the full Board. If the hearing is conducted by a Board Committee, the Committee shall make a recommendation to the full Board for action. However, no student shall be removed except by vote of the Board of Education taken at a meeting duly convened and conducted pursuant to N.J.S.A. 10:4-6 et seq., the Open Public Meetings Act.

J. Appeal to the Commissioner

1. An applicant may appeal to the Commissioner of Education a school district determination that a student is ineligible to attend its schools. Appeals shall be initiated by petition, which shall be filed in accordance with N.J.S.A. 18A:38-1 and N.J.A.C. 6A:3-8.1 and shall proceed as a contested case pursuant to N.J.A.C. 6A:3.
  - a. Pursuant to N.J.S.A. 18A:38-1.b(1), appeals of "affidavit student" ineligibility determinations shall be filed by the resident keeping the student.

K. Assessment and Calculation of Tuition

1. If no appeal to the Commissioner is filed by the parent, guardian, adult student, or school district resident keeping an "affidavit" student following notice of an ineligibility determination, the Board of Education may assess tuition for up to one year of a student's ineligible attendance, including the twenty-one day period provided by N.J.S.A. 18A:38-1 for appeal to the Commissioner.
  - a. If the responsible party does not pay the tuition assessment, the Board of Education may petition the Commissioner pursuant to N.J.A.C. 6A:3 for an order assessing tuition, enforceable in accordance with N.J.S.A. 2A:58-10 through recording, upon

request of the Board of Education pursuant to N.J.A.C. 6A:3-12, on the judgment docket of the Superior Court, Law Division.

2. If an appeal to the Commissioner is filed by the parent, guardian, adult student, or school district resident keeping an "affidavit" student and the petitioner does not sustain the burden of demonstrating the student's right to attend the school district, or the petitioner withdraws the appeal, fails to prosecute, or abandons the appeal by any means other than settlement agreeing to waive or reduce tuition, the Commissioner may assess tuition for the period during which the hearing and decision on appeal were pending, and for up to one year of a student's ineligible attendance in a school district prior to the appeal's filing and including the twenty-one day period to file an appeal.
  - a. Upon the Commissioner's finding that an appeal has been abandoned, the Board of Education may remove the student from school and seek tuition for up to one year of ineligible attendance pursuant to N.J.A.C. 6A:22-6.1(a) plus the period of ineligible attendance after the appeal was filed. If the record of the appeal includes a calculation reflecting the tuition rate(s) for the year(s) at issue, the per diem tuition rate for the current year and the date on which the student's ineligible attendance began, the Commissioner may order payment of tuition as part of his or her decision. In doing so, the Commissioner shall consider whether the ineligible attendance was due to the school district's error. If the record does not include such a calculation and the Board of Education has filed a counterclaim for tuition, the counterclaim shall proceed to a hearing notwithstanding that the petition has been abandoned.
  - b. An order of the Commissioner assessing tuition is enforceable through recording, upon request of the Board of Education pursuant to N.J.A.C. 6A:3-12, on the judgment docket of the Superior Court, Law Division, in accordance with N.J.S.A. 2A:58-10.
3. Tuition assessed pursuant to the provisions of N.J.A.C. 6A:22-6 shall be calculated on a per-student basis for the period of a student's ineligible

enrollment, up to one year, by applicable grade/program category and consistent with the provisions of N.J.A.C. 6A:23A-17.1. The individual student's record of daily attendance shall not affect the calculation.

4. Nothing in N.J.A.C. 6A:22 shall preclude an equitable determination by the Board of Education or the Commissioner that tuition shall not be assessed for all or part of any period of a student's ineligible attendance in the school district when the particular circumstances of a matter so warrant. In making the determination, the Board of Education or Commissioner shall consider whether the ineligible attendance was due to the school district's error.

Issued: 17 October 2013

Revised: 22 June 2016

Revised:



5330.04 ADMINISTERING AN OPIOID ANTIDOTE (M)**M**

N.J.S.A. 18A:40-12.24.a requires schools to adopt a Policy for the emergency administration of an opioid antidote to a student, staff member, or other person who is experiencing an opioid overdose.

N.J.S.A. 18A:40-12.24.a.(1) requires schools with any of the grades nine through twelve to comply with the provisions of the law.

N.J.S.A. 18A:40-12.24 requires a school to obtain a standing order for opioid antidotes pursuant to the "Overdose Prevention Act" - N.J.S.A. 24:6J-1 et seq. The school shall maintain a supply of opioid antidotes under the standing order in a secure, but unlocked and easily accessible location. The opioid antidotes shall be accessible in the school during regular school hours and during school-sponsored functions that take place in the school or on school grounds adjacent to the school building.

The school nurse and a designated employee who volunteers to administer an opioid antidote pursuant to N.J.S.A. 18A:40-12.24.c. are required to be trained for the administration of an opioid antidote in accordance with N.J.S.A. 18A:40-12.25.b. The school nurse or a designated employee who volunteers to administer an opioid antidote shall be promptly available on site at the school during regular school hours and during school-sponsored functions that take place in the school or on school grounds adjacent to the school building at any time.

N.J.S.A. 18A:40-12.24 permits the school nurse or a designated trained employee to administer an opioid antidote to any person whom the nurse or the trained designated employee who in good faith believes is experiencing an opioid overdose.

An overdose victim shall be transported to a hospital emergency room by emergency medical responders after the administration of an opioid antidote, even if the person's symptoms appear to have resolved.

In accordance with N.J.S.A. 24:6J-4.a.(1)(f), a prescriber or other health care practitioner, as appropriate, may prescribe or dispense an opioid antidote directly or through a standing order to a school, school district, or school nurse. In accordance with N.J.S.A. 24:6J-4.a.(2)(c), whenever the law expressly authorizes or requires a school or school district to obtain a standing order for opioid antidotes, the school nurse(s)



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employed or engaged by the school or school district shall be presumed by the prescribing or dispensing health care practitioner to be capable of administering the opioid antidote, consistent with the express statutory requirement.

Notwithstanding the provisions of N.J.S.A. 24:6J-4.a.(3)(b) to the contrary, if the law expressly authorizes or requires a school, school district, or school nurse to administer or dispense opioid antidotes pursuant to a standing order under N.J.S.A. 24:6J-4 et seq., the standing order issued shall be deemed to grant the authority specified by the law, even if such authority is not specifically indicated on the face of the standing order.

In accordance with the provisions of N.J.S.A. 18A:40-12.26, no school employee, including a school nurse or any other officer or agent of a Board of Education or charter school, or a prescriber of opioid antidotes for a school through a standing order, shall be held liable for any good faith act or omission consistent with the provisions of N.J.S.A. 18A:40-12.23 et seq. Good faith shall not include willful misconduct, gross negligence, or recklessness.

Any school, school district, school nurse, school employee, or any other officer or agent of a Board of Education or charter school who administers or permits the administration of an opioid antidote in good faith in accordance with the provisions of N.J.S.A. 18A:40-12.24 and pursuant to a standing order issued under N.J.S.A. 24:6J-4 shall not, as a result of any acts or omissions, be subject to any criminal or civil liability or any disciplinary action for administering, or permitting the administration of, the opioid antidote in accordance with N.J.S.A. 24:6J-1 et seq.

Notwithstanding the provisions of any law, rule, regulation, ordinance, or institutional or organizational directive to the contrary, any person or entity authorized to administer an opioid antidote pursuant to N.J.S.A. 24:6J-4, may administer to an overdose victim, with full immunity: a single dose of any type of opioid antidote that has been approved by the United States Food and Drug Administration for use in the treatment of opioid overdoses; and up to three doses of an opioid antidote that is administered through an intranasal application, or through an intramuscular auto-injector, as may be necessary to revive the overdose victim. Prior consultation with, or approval by, a third-party physician or other medical personnel shall not be required before an authorized person or entity may administer up to three doses of an opioid antidote, as provided in N.J.S.A. 24:6J-4, to the same overdose victim.

A school district may enter into a shared services arrangement with another school district for the provision of opioid antidotes pursuant to N.J.S.A. 18A:40-12.27 if the

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arrangement will result in cost savings for the districts.

This Policy and Regulation 5330.04 shall be reviewed and approved by the school physician prior to Board adoption and whenever this Policy is revised. This Policy shall be made available to school staff members, parents, and students in handbooks, on the school district's website, or through any other appropriate means of publication.

N.J.S.A. 18A:40-12.23; 18A:40-12.24; 18A:40-12.25;  
18A:40-12.26; 18A:40-12.27

N.J.S.A. 24:6J-1 et seq.

Adopted:

R 5330.04 ADMINISTERING AN OPIOID ANTIDOTE (M)

M

A. Definitions

1. "Opioid antidote" means any drug, regardless of dosage amount or method of administration, which has been approved by the United States Food and Drug Administration (FDA) for the treatment of an opioid overdose. "Opioid antidote" includes, but is not limited to, naloxone hydrochloride, in any dosage amount, which is administered through nasal spray or any other FDA-approved means or methods.
2. "Opioid overdose" means an acute condition including, but not limited to, extreme physical illness, decreased level of consciousness, respiratory depression, coma, or death resulting from the consumption or use of an opioid drug or another substance with which an opioid drug was combined, and that a layperson would reasonably believe to require medical assistance.
3. "School-sponsored function" means any activity, event, or program occurring on or off school grounds, whether during or outside of regular school hours, that is organized or supported by the school.

B. Acquisition, Maintenance, Accessibility, and Documentation of an Opioid Antidote

1. The school nurse in each school that includes any of the grades designated by the Board in Policy 5330.04 shall obtain a standing order for opioid antidotes pursuant to the "Overdose Prevention Act" – N.J.S.A. 24:6J-1 et seq.
2. The school nurse shall be responsible to:
  - a. Maintain a supply of opioid antidotes that have been prescribed under a standing order in a safe and secure, but unlocked and easily accessible location in the school:



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- (1) The opioid antidotes shall be accessible in the school during regular school hours and during school-sponsored functions that take place in the school or on school grounds adjacent to the school building.
    - b. Document the administration of an opioid antidote on a student's health record;
    - c. Monitor the on-site inventory and replacement of the opioid antidote supply; and
    - d. Plan for the disposal of administered opioid antidote and expired opioid antidote.
  3. Opioid antidotes shall be maintained by a school pursuant to N.J.S.A. 18A:40-12.24.b.(1) in quantities and types deemed adequate by the Board, in consultation with the New Jersey Department of Education (NJDOE) and the Department of Human Services.
- C. Authorization and Training for Administering an Opioid Antidote
1. The school nurse shall have the primary responsibility for the emergency administration of an opioid antidote.
  2. However, the Board upon the recommendation of the Superintendent shall designate additional employees who volunteer to administer an opioid antidote in the event that a person experiences an opioid overdose when the nurse is not physically present at the scene.
  3. The school nurse and designated employees shall only be authorized to administer opioid antidotes after receiving the training required under N.J.S.A. 18A:40-12.25.b.
    - a. Each school nurse and each employee designated to administer an opioid antidote pursuant to N.J.S.A. 18A:40-12.24.c.(1) shall receive training on standardized protocols for the administration of an opioid antidote to a person who experiences an opioid overdose. The training shall include the overdose prevention information described in the "Overdose Prevention Act" – N.J.S.A.



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24:6J-5. The school district will provide training by an appropriate entity or entities as specified by the NJDOE's guidelines. A school nurse shall not be solely responsible to train the employees designated pursuant to N.J.S.A. 18A:40-12.24.c.

4. In the event a licensed athletic trainer volunteers to administer an opioid antidote pursuant to N.J.S.A. 18A:40-12.23 through 12.27, it shall not constitute a violation of the "Athletic Training Licensure Act" – N.J.S.A. 45:9-37.35 et seq.

D. Administration of an Opioid Antidote

1. The school nurse or a trained employee designated pursuant to N.J.S.A. 18A:40-12.24.c.(1) shall be authorized to administer an opioid antidote to any person whom the nurse or trained employee in good faith believes is experiencing an opioid overdose.
  - a. The school nurse or a trained employee designated pursuant to N.J.S.A. 18A:40-12.24.c.(1) shall be promptly available on site at the school during regular school hours and during school-sponsored functions that take place in the school or on school grounds adjacent to the school building at any time.
  - b. Upon receiving a report or observing a possible opioid overdose in the school or at a school-sponsored function that takes place in a school or on school grounds adjacent to the school building at any time, the Principal or designee or any staff member present will immediately call the school nurse, if present, or a designated staff member who volunteered and was trained to administer an opioid antidote, and emergency medical responders.
2. A staff member shall keep the individual who may be experiencing an opioid overdose comfortable until emergency medical responders arrive on the scene.
3. An overdose victim shall be transported to a hospital emergency room by emergency medical responders after the administration of an opioid

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antidote, even if the person's symptoms appear to have resolved.

4. The Principal or designee shall notify the Superintendent or designee whenever an opioid antidote is administered.
5. The Principal or designee shall notify, as soon as practical, the parent of any student or a family member or other contact person for a staff member who may be experiencing an opioid overdose or has been administered an opioid antidote.

E. Use of Controlled Dangerous Substances

1. Any student or staff member who is found to be under the influence of a controlled dangerous substance shall be subject to the provisions of any applicable statutes and administrative codes and Board Policies and Regulations prohibiting the use of a controlled dangerous substance.

Issued:

## 5337 SERVICE ANIMALS

### M

In compliance with Title II of the Americans with Disabilities Act (ADA) as amended by the ADA Amendments Act of 2008, it is the Policy of the Board to permit use of a service animal by an individual with a disability in all areas of the district where the public is normally permitted: in district buildings; on district property; and on vehicles owned, leased, or controlled by the district. (28 CFR §35.136)

#### A. Definitions

1. "Act" means the Americans with Disabilities Act (ADA) as amended by the ADA Amendments Act of 2008.
2. "Designated administrator" means Principal or person designated by the Principal to coordinate these activities.
3. "District" means this school district.
4. "Handler" means the animal's owner who is an individual with a disability or a person, such as a trainer, assisting the owner with control of the service animal.
5. "Service animal" means a dog individually trained to do work or perform a specific job or task for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. (28 CFR §36.104)
  - a. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition.
  - b. The work or tasks performed by a service animal must be directly related to the individual's disability (e.g. navigation, alerting physical support and assistance, preventing or interrupting impulsive or destructive behaviors).
  - c. Work or tasks for the purposes of this definition do not include



the provision of emotional support, well-being, comfort, therapy, companionship, or crime deterrence.

B. Generally

1. The district shall permit the use of a service animal by an individual with a disability unless:
  - a. The animal is out of control and the animal's handler does not take effective action to control it;
  - b. The animal is not housebroken.
2. A service animal shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control (e.g. voice control, signals, or other effective means). (28 CFR §35.136(d))
3. If an animal is properly excluded, the district shall give the individual with a disability the opportunity to participate in the service, program, or activity without having the service animal on the premises. (28 CFR §35.136(b))
4. If there are places in the district where it is determined to be unsafe for a handler and service animal, reasonable accommodations will be provided to assure the individual with a disability has equal access to the activity.
5. Unless the need for a service animal is readily apparent, the individual with a disability or his/her parent will be required to provide the district with information that:
  - a. The service animal is required because of a disability; and
  - b. What work or task the animal has been trained to perform.
6. The district may not require documentation, including proof that the



animal has been certified, trained, or licensed as a service animal; nor that the dog demonstrates its ability to perform the work or task. (28 CFR §35.136(f))

7. Individuals with a disability who have service animals are not exempt from local animal control or public health requirements.
8. Service animals must be licensed and registered in accordance with State and local laws.

C. Delegation of Responsibility

1. The district is not responsible for the care or supervision of a service animal, in accordance with 28 CFR §35.136(e).
  - a. The district is not responsible to pay for or provide a handler to aid the individual with a disability in the control of the service animal.
  - b. The district is responsible to provide assistance to an individual with a disability in performing the tasks required of the individual for the care and maintenance of the service animal.
2. If the district normally charges individuals for damage they cause, an individual with a disability may be charged for damage caused by his or her service animal. (28 CFR §35.136(h))
3. The district will designate relief areas for the service animal which will be included in mobility training and orientation of students and animals new to the school.

D. Notification and Responsibilities

1. In the event a service animal will be introduced as part of the school community, the designated administrator will develop a comprehensive implementation plan prior to introduction of the service animal into the school to include:
  - a. Notification to parents of students who may be in contact with

the service animal;

b. Appropriate accommodations:

- (1) For students who are allergic to the service animal; and/or
- (2) For students who have fears regarding the service animal.

c. Appropriate etiquette regarding service animals to include:

- (1) Never pet a service animal while it is working;
- (2) Never feed a working service animal;
- (3) Do not deliberately startle, tease, or taunt a service animal;
- (4) Do not hesitate to ask the handler if he or she would like assistance regarding directions for navigating the facility.

2. The use of a service animal introduced as part of the school community will require inclusion into the student's Individualized Education Plan (IEP) or the student's Section 504 Accommodation Plan.
3. The district may request, but cannot require, that the owner of a service animal introduced as part of the school community and, as included in the student's IEP or Section 504 Accommodation Plan, maintain liability insurance for the service animal. The School Business Administrator/Board Secretary will ensure the school district has appropriate insurance in the event a service animal is introduced as part of the school community.

E. Miniature Horses

1. Miniature horses, although not included in the Act under the definition of "service animal," may only be permitted if individually trained to do work or perform tasks for the benefit of the individual with a disability and if they meet the assessment factors outlined in 3. below. (28 CFR §35.136(i))

2. Ponies and full size horses are not considered miniature horses.
3. Assessment factors to determine whether the district can reasonably modify its policies, practices, and procedures to allow for the use of miniature horses on its property, facilities, or vehicles include:
  - a. Type, size, and weight of the miniature horse and whether the facility can accommodate those features;
  - b. Whether the handler has sufficient control of the miniature horse;
  - c. Whether the miniature horse is housebroken; and
  - d. Whether the miniature horse's presence compromises legitimate safety requirements necessary for safe operation.
4. All requirements for the use of service animals also apply to the use of miniature horses.

28 CFR §35.136

28 CFR §36.104

Adopted:



## 5756 TRANSGENDER STUDENTS

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The Board of Education is committed to providing a safe, supportive, and inclusive learning environment for all students. The New Jersey Law Against Discrimination (NJLAD), N.J.S.A. 10:5-12(11)(f), generally makes it unlawful for schools to subject individuals to differential treatment based on gender identity or expression. Title IX of the Education Amendments of 1972 ("Title IX") specifically prohibits discrimination on the basis of sex in Federally-funded education programs and activities [20 U.S.C. § 1681(a)].

N.J.S.A. 18A:36-41 directs the Commissioner of Education to establish guidelines outlined in this Policy to provide direction for schools in addressing common issues concerning the needs of transgender students, and to assist schools in establishing policies and procedures that ensure a supportive and nondiscriminatory environment for transgender students.

### Definitions/Terms

A safe and supportive environment within a school begins with understanding and respect. The Board believes students, teachers, and administrators should be provided with common terminology associated with gender identity. The terms listed below are commonly used by advocacy and human rights groups, however students may prefer other terms to describe their gender identity, appearance, or behavior. It is recommended school personnel discuss with the student the terminology and pronouns each student has chosen.

"Gender identity" means a person's internal, deeply held sense of gender. All people have a gender identity, not just transgender people. For transgender people, the individual's internal gender identity is not the same as the gender assigned at birth.

"Gender expression" means external manifestations of gender, expressed through a person's name, pronouns, clothing, haircut, behavior, voice, and/or body characteristics. Society identifies these cues as masculine and feminine, although what is considered masculine or feminine changes over time and varies by culture.

"Assigned sex at birth (ASAB)" refers to the biological sex designation recorded on a



person's birth certificate upon the initial issuance of that certificate, should such a record be provided at birth.

"Gender assigned at birth" refers to the gender a child is assigned at birth or assumed to be, based on their biological sex assigned at birth.

"Sexual orientation" describes a person's enduring physical, romantic, and/or emotional attraction to another person. Gender identity and sexual orientation are not the same. A transgender person may be straight, lesbian, gay, bisexual, or asexual. For example, a person who transitions from male to female and is attracted solely to men may identify as a straight woman.

"Transgender" is a term for an individual whose gender identity and/or gender expression differs from those typically associated with the sex and gender assigned at birth.

"Transition" is the process by which a transgender person recognizes that their authentic gender identity is not the same as the gender assigned at birth, and develops a more affirming gender expression that feels authentic. Some individuals socially transition, for example, through dress, use of names and/or pronouns. Some individuals may undergo physical transition, which might include hormone treatments and surgery. School district personnel should avoid the phrase "sex change," as it is an inaccurate description of the transition process; the process is more accurately described as "gender-confirming."

"LGBTQ" is an acronym for "lesbian, gay, bisexual, transgender, and queer/questioning."

"Gender nonconforming" describes a person whose gender expression does not conform to the gender expectations of their family or community. Gender nonconformity is not necessarily an indication that a youth is transgender; many non-transgender youth do not conform to stereotypical expectations.

"Gender expansive, Gender diverse, Gender fluid, Gender non-binary, A gender, Gender queer" are terms that convey a wider, more flexible range of gender identity and/or expression than typically associated with the binary gender system. For example, students who identify as gender queer or gender fluid might not identify as boys or girls; for these students, the non-binary gender identity functions as the student's gender identity.

"Cisgender" refers to individuals whose gender identity, expression, or behavior conforms with those typically associated with their sex assigned at birth.

## Student-Centered Approach

The school district shall accept a student's asserted gender identity; parental consent is not required. A student need not meet any threshold diagnosis or treatment requirements to have his or her gender identity recognized and respected by the school district, school, or school staff members. In addition, a legal or court-ordered name change is not required. There is no affirmative duty for any school district staff member to notify a student's parent of the student's gender identity or expression.

There may be instances where a parent of a minor student disagrees with the student regarding the name and pronoun to be used at school and in the student's education records. In the event a parent objects to the minor student's name change request, the Superintendent or designee should consult the Board Attorney regarding the minor student's civil rights and protections under the NJLAD. School staff members should continue to refer to the student in accordance with the student's chosen name and pronoun at school and may consider providing resource information regarding family counseling and support services outside of the school district.

School districts should be mindful of disputes between minor students and parents concerning the student's gender identity or expression. Many support resources are available through advocacy groups and resources from the New Jersey Department of Children and Families and New Jersey Department of Education's "Child Abuse, Neglect, and Missing Children" webpage.

The Principal or designee should have an open, but confidential discussion with the student to ascertain the student's preference on matters such as chosen name, chosen pronoun to use, and parental communications. A transgender student shall be addressed at school by the name and pronoun chosen by the student, regardless of whether a legal name change or change in official school records has occurred. The school shall issue school documentation for a transgender student, such as student identification cards, in the name chosen by the student. A transgender student shall be allowed to dress in accordance with the student's gender identity.

The Principal or designee should also discuss with the student, and any other individuals at the student's request, the risks associated with the student's transgender status being inadvertently disclosed. For example, the Principal or designee should inform the



student the transgender status may be revealed due to other students' discussions at home. The Principal or designee should work with the transgender student to ensure awareness of activities and events that may inadvertently disclose the transgender student's status.

## Safe and Supportive Environment

The Board developed and adopted this Policy to ensure that its schools provide a safe and supportive learning environment that is free from discrimination and harassment for transgender students, including students going through a gender transition. Gender-based policies, rules, and practices can have the effect of marginalizing, stigmatizing, and excluding students, whether they are gender nonconforming or not.

The Superintendent or designee shall review and update existing policies and procedures, including those regarding classroom activities, school ceremonies, school photographs, and dress codes, to verify transgender students are not excluded. In addition, the school district shall take the following steps to establish and maintain a nondiscriminatory environment for all students, including transgender and transitioning students:

- The school district must comply with N.J.S.A. 18A:37-15 and N.J.A.C. 6A:16-7.7, which prohibit harassment, intimidation, and bullying. The Board is required to develop, adopt, and implement a Policy in accordance with N.J.S.A. 18A:37-15 and N.J.A.C. 6A:16-7.7 that prohibits harassment, intimidation, or bullying on school property, at a school-sponsored function, or on a school bus. If harassment, intimidation, or bullying based on gender identity creates a hostile environment, the school must take prompt and effective steps to end the harassment, intimidation, or bullying, prevent its recurrence, and, as appropriate, remedy its effects.
- The Superintendent or designee should ensure training is provided to school staff members on sensitivity and respect towards transgender students.
- Social and Emotional Learning (SEL) concepts should be incorporated into school culture and curricula.
- The school district may seek a variety of professionals, including

counselors and school psychologists, to provide emotional supports for all students who demonstrate a need. The Superintendent or designee shall ensure school counselors are knowledgeable regarding issues and concerns relevant to transgender students, students facing other gender identity issues, or students who may be transitioning.

- Student dress codes should not be enforced more strictly for transgender and gender nonconforming students than for other students.
- The school district shall honor and recognize a student's asserted gender identity, and shall not require any documentation or evidence in any form, including diagnosis, treatment, or legal name change.
- A school's obligation to ensure nondiscrimination on the basis of gender identity requires schools to provide transgender students equal access to educational programs and activities, even in circumstances in which other students, parents, or community members raise objections or concerns.

#### Confidentiality and Privacy

School staff members may not disclose information that may reveal a student's transgender status except as allowed by law. The Principal or designee is advised to work with the student to create an appropriate confidentiality plan regarding the student's transgender or transitioning status.

The school district shall keep confidential a current, new, or prospective student's transgender status. Schools should address the student using a chosen name and the student's birth name should be kept confidential by school and school staff members.

Due to a specific and compelling need, such as the health and safety of a student or an incident of bias-related crime, the school district may be obligated to disclose a student's status. In this event, the Principal or designee should inform the student the school or school district intends to disclose the student's transgender status for the student's protection and well-being. Prior to disclosure, the student should be given the opportunity to personally disclose that information. The school district should make every effort to ensure any disclosure is made in a way that reduces or eliminates the risk of re-disclosure and protects the transgender student from further harassment. Those measures may include the facilitation of counseling for the student and the student's



family to facilitate the family's acceptance and support of the student's transgender status.

During a harassment, intimidation, or bullying investigation the school district is obligated to develop a procedure to report, verbally and in writing, an act of harassment, intimidation, and bullying committed by an adult or youth against a student, pursuant to N.J.A.C. 6A:16-7.7(a)2viii. In this instance, the Principal or designee should inform the student of the school's obligation to report the findings of the harassment, intimidation, and bullying investigation pursuant to N.J.S.A. 18A:37-15(d), which permits the parents of the students who are parties to the investigation to receive information about the investigation in accordance with Federal and State law and regulation. Under harassment, intimidation, and bullying legal requirements, parents are entitled to know the nature of the investigation; whether the district found evidence of harassment, intimidation, or bullying; or whether disciplinary action was imposed or services provided to address the incident of harassment, intimidation, or bullying.

The Principal or designee shall take into account the circumstances of the incident when providing notification to parents of all students involved in the reported harassment, intimidation, or bullying incident and when conveying the nature of the incident, including the actual or perceived protected category motivating the alleged offense, pursuant to N.J.A.C. 6A:16-7.7(a)2viii(2).

Disclosure of personally identifiable information from a student's education record to other school officials within the school district, whom the school district has determined have a legitimate educational interest in the information, may be permissible under Family Educational Rights and Privacy Act (FERPA) (34 C.F.R. § 99.31(a)(1)). The school district shall make a concerted effort to ensure school officials obtain access to only those education records in which they have legitimate educational interests.

The school district shall comply with all laws and regulations regarding the confidentiality of student records and student privacy, including the requirements set forth at 20 U.S.C. § 1232g, Family Educational Rights and Privacy Act; 34 CFR Part 99, Family Educational Rights and Privacy; 20 U.S.C. § 1232h, Protection of Pupil Rights; 34 CFR Part 98, Student Rights in Research, Experimental Programs, and Testing; P.L. 104-191, Health Insurance Portability and Accountability Act; 45 CFR Part 160, General Administrative Requirements; 20 U.S.C. § 7917, Transfer of school disciplinary records; 42 CFR Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records; N.J.S.A. 18A:40A-7.1, Confidentiality of certain information provided by pupils, exceptions;

N.J.A.C. 6A:16-3.2, Confidentiality of student alcohol and other drug information; N.J.S.A. 18A:36-19, Pupil Records, creation, maintenance and

retention, security and access, regulations, nonliability; N.J.S.A. 2A:4A-60, Disclosure of juvenile information, penalties for disclosure; N.J.A.C. 6A:32-7, Student Records; N.J.A.C. 6A:14-2.9, Student records; as well as all other existing Federal and State laws and rules pertaining to student records and confidentiality.

## School Records

If a student has expressed a preference to be called by a name other than their birth name, permanent student records containing the student's birth name should be kept in a separate, confidential file. This file should only be shared with appropriate school staff members after consultation with a student. A separate file containing records bearing the student's chosen name may also be kept. If the student has previously been known at school or in school records by a birth name, the Principal or designee should direct school staff members to use the student's chosen name and not the student's birth name.

To ensure consistency among teachers, school administrators, substitute teachers, and other school staff members, every effort should be made to immediately update student education records (for example, attendance records, transcripts, Individualized Education Programs (IEP), etc.) with the student's chosen name and gender pronouns, consistent with the student's gender identity and expression, and not circulate records with the student's birth name, unless directed by the student.

- The school district shall report to the New Jersey Department of Education (NJDOE) through NJ SMART a student's name or gender based upon that student's chosen name and corresponding gender identity. Changing the name or gender identity from what was reported in previous years will not affect the reliability of the data reported.
- If the school district changes a student's name or gender identity, it must also maintain locally a separate record reflecting the student's legal name and sex assigned at birth until receipt of documentation of a legal change of name or gender.

## Activities



With respect to gender-segregated classes or athletic activities, including intramural and interscholastic athletics, all students must be allowed to participate in a manner consistent with their gender identity.

The school district shall:

- Provide transgender students with the same opportunities to participate in physical education as other students in accordance with their gender identity;
- Permit a transgender student to participate in gender-segregated school activities in accordance with the student's gender identity;
- Permit and support the formation of student clubs or programs regarding issues related to lesbian, gay, bisexual, transgender, and queer/questioning (LGBTQ) youth; and
- Offer support in the creation of peer led educational groups.

## Use of Facilities

All students are entitled to have access to restrooms, locker rooms, and changing facilities in accordance with their gender identity to allow for involvement in various school programs and activities.

In all cases, the Principal or designee must work with the student and school staff members so all parties are aware of facility policies and understand the student may access the restroom, locker room, and changing facility that corresponds to the student's gender identity. While some transgender students will want this arrangement, others may be uncomfortable with it. Transgender students who are uncomfortable using a sex-segregated restroom should be provided with a safe and adequate alternative, such as a single "unisex" restroom or the nurse's restroom. Similarly, some transgender students may be uncomfortable using the changing facilities that correspond to the student's gender identity. Non-transgender students should also be afforded the option to use a private facility, such as a unisex facility or the nurse's restroom, should they feel uncomfortable.

- The school district shall allow a transgender student to use a restroom or

locker room based on the student's gender identity.

- Reasonable alternative arrangements shall be made if needed to ensure a student's safety and comfort. This direction for accommodations should come from the student.

The Superintendent or designee will make available to school staff members a variety of resources regarding professional development opportunities as sourced by the NJDOE as well as developmentally appropriate information for students regarding LGBTQ issues.

The Board adopts this Policy to help school and district administrators take steps to create an inclusive environment in which transgender and gender nonconforming students feel safe and supported, and to ensure each school provides equal educational opportunities for all students, in compliance with N.J.A.C. 6A:7-1.1 et seq.

N.J.S.A. 18A:36-41; 18A:37-15

N.J.A.C. 6A:7-1.1 et seq.; N.J.A.C. 6A:16-7.7

New Jersey Department of Education – October 2018

Transgender Student Guidance for School Districts

Adopted:



## 7446 SCHOOL SECURITY PROGRAM

The safety of students, staff members, and visitors on school grounds is an important concern for the Board of Education.

### School Resource Officer Program

The Board of Education authorizes a School Resource Officer Program in partnership with the municipality and local law enforcement. The Program is designed for municipal officials, law enforcement officers, and school authorities to work together to identify major problems faced by their schools and to create a more secure school environment through the presence of law enforcement officers within the school district. A School Resource Officer assigned to the school district shall remain an employee of the municipality and its Police Department.

The School Resource Officer may be a full-time Police Officer or a Class Three Special Law Enforcement Officer employed by the municipality in accordance with the provisions of N.J.S.A. 40A:14-146.11. A Class Three Special Law Enforcement Officer is authorized to exercise full powers and duties similar to those of a permanent regularly appointed full-time police officer while providing security at a public school during hours when school is normally in session or when occupied by students or school staff members. The use of a firearm by a Class Three Officer is authorized pursuant to the provisions of N.J.S.A. 40A:14-146.14. A Class Three Officer shall not carry a firearm except when engaged in the actual performance of the Officer's official duties as a School Resource Officer and when specifically authorized by the Chief of Police or in the absence of the Chief, a designee. The Board of Education and the municipality shall enter into a partnership agreement that sets forth the respective obligations of the municipality, local law enforcement, and the school district. The agreement shall include, but is not limited to, the following terms: the number of police officers assigned to the school district; the school(s) to be covered; the days of police coverage in the school district; the process for the Police Department to assign and the process for the Board of Education to approve a School Resource Officer(s); the duties of the assigned School Resource Officer(s); the reporting requirements for the School Resource Officer; and the financial obligations of the parties. The School Resource Officer Program Agreement shall be approved by the Board of Education.

A School Resource Officer who is a full-time Police Officer or a Class Three Special Law Enforcement Officer must comply with all statutes and codes regarding their law enforcement status and all other statutory and administrative code responsibilities.

## School District Employed Security Officers – (Unarmed and/or Armed)

The Board of Education authorizes the employment of school district security officers. The district's security officers will be required to wear Board-approved uniforms and shall work in cooperation with the school administration to provide security services on school grounds. The security officers will be provided the necessary equipment to perform the security functions assigned by the administration. The Superintendent of Schools may recommend for Board approval a school security officer who was a law enforcement officer who retired in good standing and has a valid permit to carry a handgun issued pursuant to N.J.S.A. 2C:58-4, and a permit to possess a handgun in a school building or on school grounds during his/her workday provided the employee meets the exception to N.J.S.A. 2C:39-5 outlined in N.J.S.A. 2C:39-6(l).

In order for a school security officer to be authorized to carry a handgun in a school building or on school grounds, the school security officer must provide the Superintendent of Schools with documentation supporting compliance with the requirements of N.J.S.A. 2C:39-6(l), including, but not limited to, a copy of an identification card issued by the Superintendent of the State Police permitting the retired officer to carry a handgun in accordance with N.J.S.A. 2C:39-6(l)(4). The identification card shall be valid for one year from the date of issuance, valid through the State, not transferable to any other person, and shall be carried at all times on the person of the retired law enforcement officer while the officer is carrying a handgun. The retired law enforcement officer shall produce the identification card for review on the demand of any law enforcement officer or authority.

The Superintendent of Schools will contact the Superintendent of the State Police to confirm the issuance of the identification card permitting the retired officer to carry a handgun in accordance with N.J.S.A. 2C:39-6(l)(4). The Superintendent of Schools will also submit the identification card to the school district's insurance company to ensure the Board of Education has the appropriate insurance for a school security officer to carry a handgun in accordance with this Policy. The school security officer's authorization to carry a handgun in school buildings and on school grounds will be dependent upon receipt of written confirmation from the school district's insurance company that sufficient insurance coverage, as determined by the Board, will be provided to the school district and school employees should any liability arise from the school security officer's handgun. The inability to obtain sufficient insurance coverage may independently form the basis for denial of a school security officer's authorization to carry a handgun in school buildings and on school grounds.



The appointment and authorization for a school security officer to carry a handgun in school buildings and on school grounds must be recommended by the Superintendent and approved by the Board of Education. Any authorization will only be for the time period the New Jersey State Police issued identification card is valid and under no circumstances will the authorization exceed one year. The Superintendent of Schools, if recommending a school staff member be authorized to carry a handgun in school buildings and on school grounds, will provide the Board of Education with a copy of all the information submitted by the school security officer in support of the application, any documentation from law enforcement agencies, and information from the district's insurance company. The Board of Education may approve the Superintendent's recommendation after review of the documentation, and upon such approval, the Superintendent of Schools will provide written authorization to the school security officer along with any conditions on the authority to carry a handgun in school buildings or on school grounds. The Superintendent of Schools or designee will inform local law enforcement officials of any school district security officer(s) authorized to carry a handgun in school buildings or on school grounds. A school security officer authorized to carry a handgun is not authorized to carry a handgun in school buildings or on school grounds beyond the hours of the officer's workday or work assignment.

A school security officer approved and authorized by the Board of Education to carry a handgun in school buildings and on school grounds must comply with all applicable New Jersey laws, including but not limited to: N.J.S.A. 2C:39-4; N.J.S.A. 2C:39-5; N.J.S.A. 2C:39-6; and N.J.S.A. 2C:58-4.

This Policy will be reviewed and approved by the Board attorney for compliance with applicable statutes and administrative code provisions before initial adoption and subsequent re-adoptions by the Board.

N.J.S.A. 2C:39-4; 2C:39-5; 2C:39-6; 2C:58-4;  
40A:14-146.10; 40A:14-146.11;  
40A:14-146.14

Adopted:

## 8350 RECORDS RETENTION

The New Jersey Department of the Treasury - Records Management Services places all public records on Records Retention Schedules that list the minimum legal and fiscal time periods public records must be retained by State and local governmental and educational agencies. Records Management Services determines these retention periods in conformance with State and Federal codes, regulations, and statutes of limitation. Final approval of the schedules comes from the State Records Committee, which is comprised of representatives of the Attorney General, State Treasurer, State Auditor, Director of Local Government Services, and the director of the division.

Part and parcel to a good records management program is the timely destruction of records once their retention period has expired. This pertains to the destruction of paper records as well as those that are microfilmed, have been imaged, or are electronic. Unique records disposal request (such as the disposal of fire damaged records which have not yet outlived their retention period) require specific authorization from the State Records Committee.

As per the Destruction of Public Records Act of 1953 (P.L. 1953, c. 410), the Board of Education must receive prior written authorization from Records Management Services to dispose of their public records regardless of the medium in which the information is maintained. Authorization to dispose public records shall be submitted electronically by the school district custodian of such records to Records Management Services. Records must be retained in accordance with the Records Retention Schedules and shall not be disposed until approval for such disposal is obtained from Records Management Services.

Adopted:



## 8454 MANAGEMENT OF PEDICULOSIS

The Board of Education recognizes the need to maintain a healthy learning environment for all children in the school district. One way to maintain this healthy learning environment is to manage pediculosis, a condition of a person having head lice. Head lice are very small insects that have claws that cling to hair and spend their entire life cycle on the heads of people. Head lice do not spread any diseases and having head lice is not prevented by personal or household cleanliness, use of shampoos, or length of hair. All social and economic groups can be affected by head lice. Because it is very difficult to totally prevent head lice infestations in schools where children come into close head-to-head contact with each other frequently, the Board of Education authorizes appropriate steps to manage pediculosis.

A student who is found to have active head lice will not be permitted to attend school until there are no active lice in the student's hair, proof of treatment has been provided to the nurse, and until all live and/or dead head lice are removed from the student's hair as confirmed by an examination by the school nurse.

The presence of nits (the eggs of lice) without active head lice will not prohibit a child from attending school provided proof of treatment has been provided to the nurse and there is no evidence of active head lice in the student's hair.

The Board recognizes parents have the primary responsibility for the detection and treatment of head lice and school staff members will work in a cooperative and collaborative manner to assist all families in managing pediculosis. The school nurse will compile a Management of Pediculosis Information Packet. The Board of Education's Management of Pediculosis Information Packet and this Policy will be provided to parents of children identified with active head lice or nits and be made available to all parents upon request. The Information Packet will include information about identifying, treating, and managing pediculosis.

If the school nurse determines a student has active head lice or nits, the parent shall be notified by the school nurse as soon as reasonably possible. The parent will be provided a copy of the district's Management of Pediculosis Information Packet and this Policy. The school nurse will advise the parent that prompt treatment of active head lice and/or nits is in the best interest of their child and treatment shall be required before the student can return to school. The school nurse will determine to send the child home or have the child remain at school for the remainder of the school day based on the

comfort of the child, the degree of the infestation, and the likelihood of the spread of head lice to other students. If the school nurse cannot contact the parent a letter from the school nurse informing the parent of the presence of active head lice or nits will be sent home with the student. In the event the parent cannot be reached on the day it is determined their child has active head lice or nits, the parent will be required to contact the school nurse the next school day to review the Board Policy, the Management of Pediculosis Information Packet, and treatment options.

The following action will be taken to prevent the spread of head lice in district schools:

1. Grades Kindergarten through Four – When a single case of active head lice has been identified by the school nurse, parents of all children in a class will be notified by the school nurse. The Principal will send home a copy of a Head Lice Alert Notice, the school district's Management of Pediculosis Information Packet, and this Policy to all parents of children in the class.
  - a. The information provided to parents will clearly notify parents that treatment should only be performed on their child if active head lice or nits are found in their child's scalp and treatment should not be applied as a preventative measure. This notification will inform parents they are expected to notify the school nurse if they find active head lice or nits in their child's scalp. The school nurse will perform a head check of any student if requested by the parent.
  - b. The school nurse will perform head checks of all students in a classroom where there are three or more active head lice cases or nits in the same classroom within a two week period.

Each school in the district will make available to parents the district's Management of Pediculosis Policy.

All school staff members will maintain a sympathetic attitude and will not stigmatize and/or blame families who experience difficulty with control measures. All school staff members will act responsibly and respectfully when dealing with members of the school and broader community regarding issues of head lice.

Each school in the district will educate and encourage children and parents to learn



about head lice in an attempt to remove any stigma or to prevent any harassment, intimidation, and bullying associated with this issue. Any instances of harassment, intimidation, and bullying shall be reported and investigated in accordance with the provisions of the district's Harassment, Intimidation, and Bullying Policy.

A student excluded from school for reasons outlined in this Policy shall be re-admitted only upon the examination and approval of the Principal or designee and the school nurse. The examination for re-admittance to school by the school nurse may be, but is not required to be, in the presence of the student's parent.

Cases of active head lice will be recorded by the school nurse in each school for the purpose of tracking incident rates and mandatory reporting of outbreaks will be done according to the New Jersey Department of Health criteria for reporting outbreaks.

Adopted:

## R 5200 ATTENDANCE (M)

### M

#### A. Definitions

1. For the purposes of school attendance, a “day in session” shall be a day on which the school is open and students are under the guidance and direction of a teacher or teachers engaged in the teaching process. Days on which school is closed for such reasons as holidays, teachers’ institutes, and inclement weather shall not be considered as days in session.
2. A “school day” shall consist of not less than four hours, except that one continuous session of two and one-half hours may be considered a full day of Kindergarten.
3. “A day of attendance” shall be one in which the student is present for a full day under the guidance and direction of a teacher while school is in session.
  - a. Whenever over-crowded conditions make it necessary to hold two separate sessions with a different group of students in each session, a student attending for all of either session shall be regarded as having attended for the full day. An excused absence for any reason shall not be counted as a day of attendance in the school register.
4. A “half-day class” shall be considered the equivalent of a full day’s attendance only if in session for four hours or more, exclusive of recess periods or lunch periods.

#### B. Attendance Recording

1. A record of the attendance of all students on roll in a school register shall be kept each day that school is in session by a teacher or other authorized person. It shall be the duty of this person to keep the attendance records according to these rules and the specific instructions



issued by the Commissioner of Education.

2. No student shall be recorded as present unless the school is in session and the student so recorded is under the guidance and direction of a teacher in the teaching process.
3. A student shall be recorded as absent in the school register when not in attendance at a session of the school while a member of the school, except students excused due to religious holidays who shall be recorded as excused.
4. A student shall be recorded as either present, absent, or excused for religious observance, every day the school is in session after the student enters until the date the student is transferred to another school, transferred to an individual home instruction record, or officially leaves the school system.
5. The Commissioner shall annually prescribe a list of religious holidays on which it shall be mandatory to excuse students for religious observance upon the written request signed by the parent or person standing in loco parentis.
6. The mere presence of a student at roll call shall not be regarded as sufficient attendance for compliance with N.J.A.C. 6A:32-8.3. In a school which is in session during both the forenoon and the afternoon, a student shall be present at least one hour during both the forenoon and the afternoon in order to be recorded as present for the full day. In a school which is in session during either the forenoon or the afternoon, a student shall be present at least two hours in the session in order to be recorded as present for the full day.
7. A student not present in school because of his/her participation in an approved school activity, such as a field trip, meeting, cooperative education assignment, or athletic competition will be considered to be in attendance.

C. Unexcused Absences That Count Toward Truancy/Excused Absences

1. "An unexcused absence that counts toward truancy" is a student's absence from school for a full or a portion of a day for any reason that is not an "excused absence" as defined below.
2. "An excused absence" is a student's absence from school for a full day or a portion of a day for the observance of a religious holiday pursuant to N.J.S.A. 18A:36-14 through 16, or any absence for the reasons listed below:

A pupil who is absent due to an illness he/she must provide medical documentation to the Attendance Department upon return to school within two school days;

Bedside Instructions;

Court appearance with written documentation from the court;

Classified pupils are expected to adhere to the same attendance regulations as general education pupils, unless otherwise noted in the pupil's Individualized Education Plan (IEP) accommodation plans under 29 U.S.C. §§ 794 and 705(20), and individualized health care plans. Any additional exception(s) would be determined by the Child Study Team (CST) in consultation with the school administration;

The student's suspension from school;

Family illness or death in the immediate family which includes a parent(s) or legal guardian(s), sibling, grandparent, and others at the discretion of the administration; supported by a written letter from the parent upon the student's return to school;

Visits to post-secondary educational institutions. Juniors will be allowed two visits for the year and seniors will be allowed four for the year;

Meeting with admissions officer of an institution of higher education;

Interviews with a prospective employer set up by the school;

Driver's license test with appointment card presented to the administration;

Necessary and unavoidable medical or dental appointments that cannot be scheduled at a time other than the school day;

Take Our Children to Work Day;

An absence considered excused by a New Jersey Department of Education rule;

An absence for a reason not listed above, but deemed excused by the Principal upon a written request by the student's parent stating the reason for the absence and requesting permission for the absence to be an excused absence;

3. "Truancy" means ten or more cumulative unexcused absences that count toward truancy of a student between the ages of six and sixteen as determined by the Board's Attendance Policy and Regulation pursuant to N.J.A.C. 6A:16-7.6(a)4.iii. and the definition of school day pursuant to N.J.A.C. 6A:32-8.3. Any absence not listed in C.2. above shall be an unexcused absence counted toward truancy.

D. Notice to School of a Student's Absence

1. The parent or adult student is requested to call the school office before the start of the student's school day.
2. The parent of the student or an adult student who will attend the morning session, but will not attend the afternoon session should call or provide notice to the school office before the start of the afternoon session.
3. The parent or adult student who anticipates a future absence or anticipates that an absence will be prolonged should notify the school



office to arrange make-up work, if absence is deemed excusable.

E. Readmission to School After an Absence

1. A student returning from an absence of any length of time must provide a written statement that is dated and signed by the parent or adult student listing the reason for the absence.
2. A note explaining a student's absence for a non-communicable illness for a period of more than 3 school days must be accompanied by a physician's statement of the student's illness with medical clearance to return to school.
3. A student who has been absent by reason of having or being suspected of having a communicable disease must present to the school nurse written evidence of being free of communicable disease, in accordance with Policy 8451.

F. Instruction

1. Teachers shall cooperate in the preparation of home assignments for students who anticipate an excused absence of 3 school days duration. The parent or student must request such home assignments.
2. A student who anticipates an absence due to a temporary or chronic health condition may be eligible for home instruction in accordance with Policy 2412. The parent must request home instruction.
3. Students absent for any reason are expected to make up the work missed. The parent or student is responsible for requesting missed assignments and any assistance required. Teachers will provide make-up assignments as necessary.
4. In general, students will be allowed a reasonable amount of time as determined by the teacher to make up missed work.
5. A student who missed a test or an exam shall be offered an opportunity to take the test, exam, or an appropriate alternate test.



G. Denial of Course Credit

1. The teacher will determine the credit to be awarded a student for make-up work. The teacher may record an incomplete grade for a student who has not had a full opportunity to make up missed work.
2. A secondary student may be dropped from a course or denied course credit when he/she has been absent 18 days or 10% of 180 days or more of the class sessions, whatever the reason for the absence, except that absences for the observance of a religious holiday or absences caused by a student's suspension will not count toward the total.

Exceptions to this rule may be made for students who have demonstrated to the teacher through completion of make-up assignments that they have mastered the proficiencies established for the course of study.

3. An elementary student may be retained at grade level, in accordance with Policy 5410, when he/she has been absent 18 or more school days, whatever the reason for the absence, except that absences for the observance of a religious holiday and absences due to student's suspension will not count toward the total.

Exceptions to this rule may be made for students who have demonstrated through completion of home assignments and/or home instruction that they have mastered the proficiencies established for the assigned courses of study.

H. School District Response To Unexcused Absences During the School Year That Count Toward Truancy

1. Teacher Responsibilities
  - a. Teachers should record attendance in the designated data system by the end of each period;
  - b. Teachers must make contact with a parent(s) or legal

guardian(s) when a pupil has been absent three times consecutively or five times within a two week period;

- c. If a pupil has been absent five times within that marking period the teacher must notify the Attendance office as well as their guidance counselor via email; and
  - d. All medical documentation received should be given to the Health office, which will in turn enter the absences into the designated data system as excused.
- 2. For up to four cumulative unexcused absences that count toward truancy, the Principal or the Attendance Officer shall:
  - a. Make a reasonable attempt to notify the student's parent of each unexcused absence prior to the start of the following school day;
  - b. Make a reasonable attempt to determine the cause of the unexcused absence, including through contact with the student's parent;
  - c. Identify, in consultation with the student's parents, needed action designed to address patterns of unexcused absences, if any, and to have the child return to school and maintain regular attendance;
  - d. Proceed in accordance with the provisions of N.J.S.A. 9:6-1 et seq. and N.J.A.C. 6A:16-10, if a potentially missing or abused child situation is detected; and
  - e. Cooperate with law enforcement and other authorities and agencies, as appropriate.
- 3. For between five and nine cumulative unexcused absences that count toward truancy, the Principal or the Attendance Officer shall:
  - a. Make a reasonable attempt to notify the student's parent of each unexcused absence prior to the start of the following school day;

- b. Make a reasonable attempt to determine the cause of the unexcused absence, including through contact with the student's parent;
- c. Pupils with five unexcused absences will receive a letter notifying parent(s) or legal guardian(s) that their child has exceeded the allowable number of absences.
- d. Evaluate the appropriateness of action taken pursuant to N.J.A.C. 6A:16-7.6(a) 4.i. (3) and H.1.c. above;
- e. Develop an action plan to establish outcomes based upon the student's patterns of unexcused absences and to specify the interventions for supporting the student's return to school and regular attendance, which may include any or all of the following:
  - (1) A parent conference will be scheduled with the attendance Officer, CST, Guidance Counselor and all other needed parties to discuss attendance concerns. Pupil and parent(s) or legal guardian(s) will sign an attendance contract and pupil will be given five days to improve attendance.
  - (2) Refer or consult with the building's Intervention and Referral Services Team (I&RS), pursuant to N.J.A.C. 6A:16-8;
  - (2) Conduct testing, assessments, or evaluations of the student's academic, behavioral, and health needs;
  - (4) Make a referral to or coordinate with a community-based social and health provider agency or other community resource;
  - (5) Refer to a court or court program pursuant to N.J.A.C. 6A:16-7.6(a) 4.iv. and H.4. below;



- (6) Proceed in accordance with N.J.S.A. 9:6-1 et seq. and N.J.A.C. 6A:16-10, if a potential missing or abused child situation is detected; and
  - (7) Engage the student's family.
  - (8) If a pupil has not improved, then the Attendance office will generate a letter notifying the parent(s) or legal guardian(s) that truancy charges will be filed at the tenth day of absences.
- e. Cooperate with law enforcement and other authorities and agencies, as appropriate.
- 4. For ten or more cumulative unexcused absences that count toward truancy, a student between the ages of six and sixteen is truant, pursuant to N.J.S.A. 18A:38-25, and the Principal or the Attendance Officer shall:
  - a. Make a determination regarding the need for a court referral for the truancy, per N.J.A.C. 6A:16-7.6(a) 4.iv. and H.4. below;
  - b. Continue to consult with the parent and the involved agencies to support the student's return to school and regular attendance;
  - c. Consider an alternate educational placement (secondary student);
  - d. Cooperate with law enforcement and other authorities and agencies, as appropriate; and
  - e. Proceed in accordance with N.J.S.A. 18A:38-28 through 31, Article 3B, Compelling Attendance at School, and other applicable State and Federal statutes, as required.
- 5. A court referral may be made as follows:
  - a. When unexcused absences that count toward truancy are determined by school officials to be violations of the compulsory



education law, pursuant to N.J.S.A. 18A:38-25, and the Board of Education's policies, in accordance with N.J.A.C. 6A:16-7.6(a), the parent may be referred to Municipal Court.

- (1) A written report of the actions the school has taken regarding the student's attendance shall be forwarded to the Municipal Court; or
- b. When there is evidence of a juvenile-family crisis, pursuant to N.J.S.A. 2A:4A-22.g, the student may be referred to Superior Court, Chancery Division, Family Part.
  - (1) A written report of the actions the school has taken regarding the student's attendance shall be forwarded to the Juvenile-Family Crisis Intervention Unit.
6. For a student with a disability, the attendance plan and its punitive and remedial procedures shall be applied, where applicable, in accordance with the student's IEP, pursuant to 20 U.S.C. §§ 1400 et seq., the Individuals with Disabilities Education Act; the procedural protections set forth in N.J.A.C. 6A:14; accommodation plan under 29 U.S.C. §§794 and 705(20); and individualized health care plan and individualized emergency healthcare plan pursuant to N.J.A.C. 6A:16-2.3(b) 5.xii.
7. All receiving schools pursuant to N.J.A.C. 6A:14-7.1(a), shall act in accordance with N.J.A.C. 6A:16-7.6(a) 4.i. and H.1. above for each student with up to four cumulative unexcused absences that count toward truancy.
  - a. For each student attending a receiving school with five or more cumulative unexcused absences that count toward truancy, the absences shall be reported to the sending school district.
    - (1) The sending school district shall proceed in accordance with the Board of Education's policies and procedures pursuant to N.J.A.C. 6A:16-7.6(a) and H.5. above and the provisions of N.J.A.C. 6A:16-7.6(a) 4.ii. through iv. and H.2. through H.5. above, as appropriate.

## I. Notification Process

1. Warning letter: The Office of Attendance will generate a form letter that is mailed to the home of the pupil informing the parent(s) or legal guardian(s) of excessive absences. The office will keep a copy of the letter. This warning letter will state that because of excessive absences, the pupil is in danger of facing truancy charges. This letter is generated at the fifth unexcused absence in a full year course.
2. Phone call to parent(s) or legal guardian(s): An automated phone call will be made to the parent(s) or legal guardian(s) of the pupil alerting them of their child's absences/tardies.
3. Filing letter: The Office of Attendance will generate a form letter informing the parent(s) or legal guardian(s) that truancy charges are filed in the Lakewood Municipal Court after ten unexcused absences.

## J. Discipline

No student who is absent from school for observance of a religious holiday may be deprived of any award or of eligibility for or opportunity to compete for any award because of the absence.

1. When a pupil has five unexcused absences, this is considered a Level I Violation as listed in the Student Code of Conduct. Administration should reference the code to determine the appropriate action.
2. When a pupil exceeds five unexcused absences in a marking period, this is considered a Level II Violation as listed in the Student Code of Conduct. Administration should reference the code to determine the appropriate action. When a pupil reaches Level II, the attendance officers are permitted to file truancy charges and loss of course credit.

K. Discipline for Unexcused Tardiness and Cuts

1. When a pupil has five consecutive daily tardies or eight consecutive period tardies, this is considered a Level I Violation as listed in the Student Code of Conduct.
2. When a pupil exceeds five consecutive daily tardies or eight consecutive period tardies, this is considered a Level II Violation as listed in the Student Code of Conduct.
3. If it is determined that a pupil has cut a class, this is considered a Level I Violation as listed in the Student Code of Conduct.
4. If a pupil is found cutting more than five times in any class, they are considered truant and this is considered a Level II Violation.

School Grading Policy

Grades awarded to the pupil at the end of each quarterly grading period reflect the teacher's assessment of a pupil's progress and achievement based on criteria established for that subject. Standards for establishing each quarterly grade are as follows:

Lakewood High School Grading Policy

Important Points:

- a. Pupils must obtain an average grade of 60% for four marking periods in order to pass the course.
- b. Pupils may not exceed eighteen unexcused absences per school year.
- c. Eighteen or more unexcused absences will result in a grade of "CW" (Credit Withdrawn). However, the pupil will still receive a numerical grade. When appropriate a pupil may appeal his/her grade of "CW".
- d. Grading



## Grading Key

A - 90 – 100

B - 80 – 89

C - 70 – 79

D - 65 – 69

F - 0 – 64

W - Withdrawn

CR - Credit Recovery

CW Credit Withdrawn

### L. Recording Attendance

1. Teachers must accurately record the students present, tardy, or absent each day in each session or each class. Attendance records must also record students' attendance at out-of-school curricular events such as field trips.
2. A record shall be maintained of each excused absence and each unexcused absence that counts toward truancy as defined in Policy and Regulation 5200.
3. A report card will record the number of times the student was absent and tardy in each marking period.
4. A student's absence for observance of a religious holiday will not be recorded as such on any transcript or application or employment form.

### M. Appeal

1. Students may be subject to appropriate discipline for their school attendance record.
2. A student who has been retained at grade level for excessive absences may appeal that action in accordance with Policy 5410.
3. A student who has been dropped from a course and/or denied course credit for excessive absences may appeal that action in accordance with the following procedures:



- a. The student shall file a written appeal to the Principal or designee within five school days of receiving notice of the action. The appeal should state the reasons for each absence, any documentation that may support reducing the number of absences for the purposes of course credit, and reasons why the student should either continue to be enrolled in the course or receive course credit for a class the student completed. Absences due to OSS, ISS or early dismissal because of Lakewood High School Athletic Department scheduling will not be considered as part of the eighteen absences.
- b. The Principal or designee will respond in writing no later than seven school days after receiving the student's appeal.
- c. If the student is not satisfied, he/she may submit a written request to the Principal for consideration by an Attendance Review Committee.
- d. On a student's request for consideration by an Attendance Review Committee, the Principal shall convene an Attendance Review Committee. The committee will include an administrator, school nurse, school counselor and teacher. The Attendance Review Committee shall meet informally to hear the student's appeal. The student's parent and teacher(s) may attend the meeting.
- e. The Attendance Review Committee shall decide the appeal and inform the student in writing within seven school days of the meeting.
- f. The student may appeal an adverse decision of the Attendance Review Committee to the Superintendent, the Board of Education, and the Commissioner of Education in accordance with Policy 5710, Pupil Grievance and N.J.S.A. 18A. An appeal to the Attendance Review Committee shall be considered to have exhausted the first two steps of the grievance procedure outlined in Policy 5710.

N. Attendance Records

1. Attendance records for the school district and each school will be maintained and attendance rates will be calculated as required by the New Jersey Department of Education. The school district will comply with all attendance requirements and any improvement plans as required by the Department of Education.

Adopted: 17 October 2013

Revised: 16 December 2015

Revised: