

**MANASQUAN**

**Student Action  
Field Trips**

<b><u>Date</u></b>	<b><u>Chaperone(s)*</u></b>	<b><u>Subject</u></b>	<b><u>Destination</u></b>	<b><u>Purpose</u></b>	<b><u>Sub</u></b>	<b><u>Other Board Costs</u></b>	<b><u>Other Funds</u></b>
May 28, 2026	Tom Russoniello	Grade 6 & 8 History	Manasquan Borough Hall	Tour Manasquan Branches of Government	No	None	None

\* Chaperones may be substituted by other district employees based on availability.

MAY 5, 2026

2026-2027 EXTERNAL PLACEMENTS

<u>Student No.</u>	<u>Placement</u>	<u>Contract Date</u>	<u>Annual Tuition &amp; Extra Svcs.</u>	<u>ESY Estimated Transportation</u>	<u>Sept-June Estimated Transportation</u>	<u>Approval Date</u>
<b>JULY 2026 - JUNE 2027 PLACEMENTS</b>						
5128030635	Hawkswood School, Eatontown	July - June	\$91,975.80	<i>TBD</i>	<i>TBD</i>	5/5/2026
1675443924	Hawkswood School, Eatontown	July - June	\$91,975.80	<i>TBD</i>	<i>TBD</i>	5/5/2026
8301703925	Hawkswood School, Eatontown Plus Extraordinary Services \$58,590.00	July - June	\$150,565.80	<i>TBD</i>	<i>TBD</i>	5/5/2026
<b>SEPTEMBER 2026 - JUNE 2027 PLACEMENTS</b>						

**Manasquan High School Enrollment for BOE Agenda: May 2026**

Month: April 30, 2026

DISTRICT	Full Time Students	Shared Time Students	Full Time Students PTC 20 LLD	Shared Time Students PTC 20 LLD	Full Time Student CLI	Total Student Count
Avon	18	0	0	0	1	19
Belmar	119	0	6	0	1	126
Brielle	206	2	0	0	1	209
Lake Como	28	1	0	0	3	32
Manasquan	241	2	0	0	2	245
Sea Girt	38	0	0	0	1	39
Spring Lake	34	0	0	0	0	34
Spr Lk Hts	99	5	0	0	0	104
Tuition Paid by Parent	21	1	0	0		22
Child of Teaching Staff	6	1				7
Tuition Paid by Wall	2	1				3
Child of Non Tch Staff	2					2
Little Silver_RBR					1	1
Totals	814	13	6	0	10	843
					TOTAL MHS	843
					TOTAL MES	466
					<b>TOTAL ENROLLMENT</b>	<b>1,309</b>

**MANASQUAN SCHOOL DISTRICT FIRE DRILL REPORT**  
**2025-2026 school year**

	<u>ATTENDANCE PERCENTAGE</u>	<u>AVERAGE DAILY ENROLLMENT</u>	<u>AVERAGE DAILY ATTENDANCE</u>
<b>HIGH SCHOOL</b>			
Apr-25	93.78	904.63	848.44
Apr-26	<b>95.48</b>	<b>835.45</b>	<b>797.74</b>
<b>ELEMENTARY SCHOOL</b>			
Apr-25	93.974	474	446.938
Apr-26	<b>96.719</b>	<b>459.125</b>	<b>441</b>

**HIGH SCHOOL/CENTER FOR LEARNING INDEPENDENCE**

<u>DATE OF DRILL</u>	<u>TIME OF DRILL</u>	<u>LENGTH OF DRILL</u>	<u>COMMENTS</u>	<u>SECURITY DRILLS</u>
April 15th	7:45a.m.	5 minutes		Fire Drill
April 28th	9:42a.m.	8 minutes		Lockdown Drill
<b>ELEMENTARY SCHOOL</b>				
<u>DATE OF DRILL</u>	<u>TIME OF DRILL</u>	<u>LENGTH OF DRILL</u>	<u>COMMENTS</u>	
April 1st	10:12a.m.	4 minutes		Fire Drill
April 13th	1:15p.m.	5 minutes		Shelter in Place Drill

<b>Manasquan High School</b>											
<b>2025 - 2026 Tardy Report</b>											
	<b>Sept.</b>	<b>Oct.</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	
Number of Students Tardy 1 time	149	172	168	211	132	155	225	209			
Number of Students Tardy 2 times	47	108	44	93	29	40	97	54			
Number of Students Tardy 3 times	24	48	11	18	7	13	21	24			
Number of Students Tardy 4 times	7	17	6	12	4	3	18	4			
Number of Students Tardy 5 times	4	3	0	3	4	2	10	3			
Number of Students Tardy 6 times	3	2	1	1	3	2	4	2			
Number of Students Tardy 7 times	3	2	0	4	1	2	1	2			
Number of Students Tardy 8 times		0	1	0		1	0	4			
Number of Students Tardy 9 times		2		0		1	1	1			
Number of Students Tardy 10 times		0		1			0	1			
Number of Students Tardy 11 times		2					1				
Number of Students Tardy 12 times							1				
Number of Students Tardy 13 times							2				
Number of Students Tardy 14 times											
Number of Students Tardy 15 times											
Number of Students Tardy 16 times											
Number of Students Tardy 17 times											
Number of Students Tardy 18 times											
Number of Students Tardy 19 times											
Number of Students Tardy 20 times											
Total number of students tardy	237	356	231	343	180	219	381	304	0	0	2251
<b>Total number of tardy</b>	<b>402</b>	<b>681</b>	<b>327</b>	<b>558</b>	<b>272</b>	<b>339</b>	<b>693</b>	<b>497</b>	<b>0</b>	<b>0</b>	<b>3769</b>



<b>Manasquan High School</b>					
<b>2025 - 2026 Suspensions by Grade</b>					
<b>OUT OF SCHOOL SUSPENSIONS:</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>TOTALS</b>
LEVEL 4 INFRACTION		1	3		4
LEVEL 3 INFRACTION	1	1	3	1	6
POSSESSION		1		1	2
FIGHTING	1	3			4
MARAJUAN USE	1	3			4
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
<b>TOTALS</b>	<b>3</b>	<b>9</b>	<b>6</b>	<b>2</b>	<b>20</b>
<b>IN SCHOOL SUSPENSIONS:</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>TOTALS</b>
LEVEL 3 INFRACTION		1	3	3	7
LEVEL 4 INFRACTION		4	3		7
TEACHER REFFERAL	1		1		2
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
<b>TOTALS</b>	<b>1</b>	<b>5</b>	<b>7</b>	<b>3</b>	<b>16</b>
<b>TOTAL STUDENTS SUSPENDED</b>	<b>4</b>	<b>14</b>	<b>13</b>	<b>5</b>	<b>36</b>
<b>TOTAL SATURDAY DETENTIONS</b>	<b>1</b>	<b>2</b>	<b>6</b>	<b>7</b>	<b>16</b>

Report PO\_DETAILS\_BOE: Purchase Order by PO# for BOE  
Run on 5/1/2026 1:55PM

PO-26-0002279 [04/21/2026] to Ryan Basaman (Vendor ID: 3875)

Item Description	Unit Price	Qty	Total Price
Sneakers and Hoodie - Wish Tree	89.71	1	89.71

PO TOTAL COST: \$89.71

PO-26-0002280 [04/21/2026] to National Dance Education Organization (Vendor ID: 3125)

Item Description	Unit Price	Qty	Total Price
National Dance Education Organization - National Honor Society of Dance (Cords, Certificates, Induction Fees)	638.00	1	638.00

PO TOTAL COST: \$686.00

PO-26-0002281 [04/21/2026] to Andrew Welsh (Vendor ID: 8450)

Item Description	Unit Price	Qty	Total Price
4/8/26 - varsity boys lacrosse v. southern	104.00	1	104.00

PO TOTAL COST: \$104.00

PO-26-0002282 [04/21/2026] to John Terrigno (Vendor ID: 2142)

Item Description	Unit Price	Qty	Total Price
4/11/26 - jv baseball v. trn	77.00	1	77.00

PO TOTAL COST: \$77.00

PO-26-0002283 [04/21/2026] to William Paul (Vendor ID: 9458)

Item Description	Unit Price	Qty	Total Price
4/8/26 - varsity boys lacrosse v. southern	104.00	1	104.00

PO TOTAL COST: \$104.00

PO-26-0002284 [04/21/2026] to Tom Ridolfi (Vendor ID: 5150)

Item Description	Unit Price	Qty	Total Price
4/8/26 - varsity boys lacrosse v. southern	104.00	1	104.00

PO TOTAL COST: \$104.00

PO-26-0002285 [04/21/2026] to Joseph Maloney (Vendor ID: 2177)

Item Description	Unit Price	Qty	Total Price
4/2/26 - varsity flag football v. barnegat	90.00	1	90.00

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PO TOTAL COST: \$90.00

PO-26-0002286 [04/21/2026] to Hughes, Karen (Vendor ID: 1833)

Item Description	Unit Price	Qty	Total Price
3/31/26 - varsity softball v. freehold boro	100.00	1	100.00

PO TOTAL COST: \$100.00

PO-26-0002287 [04/21/2026] to Connor, Teri (Vendor ID: 904)

Item Description	Unit Price	Qty	Total Price
4/6/26 - varsity girls lacrosse v. holy spirit	104.00	1	104.00

PO TOTAL COST: \$104.00

PO-26-0002288 [04/21/2026] to Michael Impresa (Vendor ID: 2886)

Item Description	Unit Price	Qty	Total Price
4/1/26 - varsity baseball v. central regional	110.00	1	110.00

PO TOTAL COST: \$110.00

PO-26-0002289 [04/21/2026] to John Devaney (Vendor ID: 2103)

Item Description	Unit Price	Qty	Total Price
4/6/26 - varsity girls lacrosse v. holy spirit	104.00	1	104.00

PO TOTAL COST: \$104.00

PO-26-0002290 [04/21/2026] to Gregory Harkins (Vendor ID: 9720)

Item Description	Unit Price	Qty	Total Price
4/6/26 - jv girls lacrosse v. holy spirit	75.00	1	75.00

PO TOTAL COST: \$75.00

PO-26-0002291 [04/21/2026] to Connor, Teri (Vendor ID: 904)

Item Description	Unit Price	Qty	Total Price
4/2/26 - varsity girls lacrosse v. mts	104.00	1	104.00

PO TOTAL COST: \$104.00

PO-26-0002292 [04/21/2026] to Valenziano, Tony (Vendor ID: 4674)

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Item Description	Unit Price	Qty	Total Price
4/6/26 - jv girls lacrosse v. holy spirit	75.00	1	75.00

PO TOTAL COST: \$75.00

PO-26-0002293 [04/21/2026] to Nicholas Vallo (Vendor ID: 3201)

Item Description	Unit Price	Qty	Total Price
4/8/26 - jv boys lacrosse v. southern regional	75.00	1	75.00

PO TOTAL COST: \$75.00

PO-26-0002294 [04/21/2026] to Amoscato, John (Vendor ID: 229)

Item Description	Unit Price	Qty	Total Price
3/31/26 - varsity softball v. freehold boro	100.00	1	100.00

PO TOTAL COST: \$100.00

PO-26-0002295 [04/21/2026] to Dan Caron (Vendor ID: 1002)

Item Description	Unit Price	Qty	Total Price
4/13/26 - jv girls lacrosse v. shore regional	75.00	1	75.00

PO TOTAL COST: \$75.00

PO-26-0002296 [04/21/2026] to Tobasco, Peter (Vendor ID: 4522)

Item Description	Unit Price	Qty	Total Price
4/13/26 - jv girls lacrosse v. shore regional	75.00	1	75.00

PO TOTAL COST: \$75.00

PO-26-0002297 [04/21/2026] to Dan Caron (Vendor ID: 1002)

Item Description	Unit Price	Qty	Total Price
4/13/26 - varsity girls lacrosse v. shore regional	104.00	1	104.00

PO TOTAL COST: \$104.00

PO-26-0002298 [04/21/2026] to First Student (Vendor ID: 1416)

Item Description	Unit Price	Qty	Total Price
Field Trip bus	530.00	1	530.00

PO TOTAL COST: \$530.00

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PO-26-0002299 [04/21/2026] to Noble Productions (Vendor ID: 9423)

Item Description	Unit Price	Qty	Total Price
DJ for Junior Prom 5/1/2026	2950.00	1	2950.00

PO TOTAL COST: \$2,950.00

PO-26-0002300 [04/21/2026] to Whartnaby, James (Vendor ID: 4803)

Item Description	Unit Price	Qty	Total Price
4/14/26 - varsity softball v. monmouth regional	100.00	1	100.00

PO TOTAL COST: \$100.00

PO-26-0002301 [04/21/2026] to Mike Casserly (Vendor ID: 2928)

Item Description	Unit Price	Qty	Total Price
4/14/26 - varsity softball v. monmouth regional	100.00	1	100.00

PO TOTAL COST: \$100.00

PO-26-0002302 [04/21/2026] to Dombroski Jr, Howard (Vendor ID: 1157)

Item Description	Unit Price	Qty	Total Price
4/2/26 - varsity flag football v. barnegat	90.00	1	90.00

PO TOTAL COST: \$90.00

PO-26-0002303 [04/21/2026] to Ray Gardner (Vendor ID: 6090)

Item Description	Unit Price	Qty	Total Price
4/2/26 - varsity flag football v. barnegat	90.00	1	90.00

PO TOTAL COST: \$90.00

PO-26-0002304 [04/21/2026] to Kenneth Garofolo (Vendor ID: 9454)

Item Description	Unit Price	Qty	Total Price
4/11/26 - jv baseball v. trn	77.00	1	77.00

PO TOTAL COST: \$77.00

PO-26-0002305 [04/21/2026] to Amazon.Com Llc (Vendor ID: 203)

Item Description	Unit Price	Qty	Total Price
APDOE Egg Incubators for Hatching Eggs, Temperature and Humidity Control, Automatic Egg Turning, Egg Candler, External Water Bottle, Air Vent, for Chicken, Duck & Quail Eggs, 18 Eggs	58.99	1	58.99

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PO TOTAL COST: \$58.99

PO-26-0002306 [04/21/2026] to Shore Conference Of Schools (Vendor ID: 4077)

Item Description	Unit Price	Qty	Total Price
entry fee for 2026 shore conference golf tournament - 5 players @ \$90.00 per	450.00	1	450.00

PO TOTAL COST: \$450.00

PO-26-0002307 [04/21/2026] to Joe Erickson (Vendor ID: 2075)

Item Description	Unit Price	Qty	Total Price
4/1/26 - varsity baseball v. central regional	110.00	1	110.00

PO TOTAL COST: \$110.00

PO-26-0002308 [04/21/2026] to Andrew Welsh (Vendor ID: 8450)

Item Description	Unit Price	Qty	Total Price
4/8/26 - jv boys lacrosse v. southern regional	75.00	1	75.00

PO TOTAL COST: \$75.00

PO-26-0002309 [04/21/2026] to Allaire Community Farm (Vendor ID: 173)

Item Description	Unit Price	Qty	Total Price
Field trip	700.00	1	700.00

PO TOTAL COST: \$700.00

PO-26-0002310 [04/21/2026] to New Jersey Basketball Coaches Association Inc. (Vendor ID: 9285)

Item Description	Unit Price	Qty	Total Price
entry fee for girls bball in njbca/njsiaa showcase - June 18 - 20	250.00	1	250.00

PO TOTAL COST: \$250.00

PO-26-0002311 [04/21/2026] to Joffe, John (Vendor ID: 2092)

Item Description	Unit Price	Qty	Total Price
4/15/26 - jv boys lacrosse v. rbr	75.00	1	75.00

PO TOTAL COST: \$75.00

PO-26-0002312 [04/21/2026] to Mark DeCicco (Vendor ID: 9154)

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Item Description	Unit Price	Qty	Total Price
4/15/26 - varsity boys lacrosse v. rbr	104.00	1	104.00

PO TOTAL COST: \$104.00

PO-26-0002313 [04/21/2026] to Dan Caron (Vendor ID: 1002)

Item Description	Unit Price	Qty	Total Price
4/2/26 - varsity girls lacrosse v. mts	104.00	1	104.00

PO TOTAL COST: \$104.00

PO-26-0002314 [04/21/2026] to John O'Brien (Vendor ID: 2132)

Item Description	Unit Price	Qty	Total Price
4/13/26 - varsity girls lacrosse v. shore regional	104.00	1	104.00

PO TOTAL COST: \$104.00

PO-26-0002315 [04/21/2026] to Justin Mullen (Vendor ID: 9722)

Item Description	Unit Price	Qty	Total Price
4/15/26 - jv boys lacrosse v. rbr	75.00	1	75.00

PO TOTAL COST: \$75.00

PO-26-0002316 [04/21/2026] to Greg Vitanza (Vendor ID: 9723)

Item Description	Unit Price	Qty	Total Price
4/15/26 - varsity boys lacrosse v. rbr	104.00	1	104.00

PO TOTAL COST: \$104.00

PO-26-0002317 [04/21/2026] to Wilson, James (Vendor ID: 4847)

Item Description	Unit Price	Qty	Total Price
Softball ref	104.00	1	104.00

PO TOTAL COST: \$104.00

PO-26-0002318 [04/21/2026] to Gordon, Jonathan C. (Vendor ID: 1632)

Item Description	Unit Price	Qty	Total Price
4/16/26 - varsity softball v. shore regional	100.00	1	100.00

PO TOTAL COST: \$100.00

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PO-26-0002319 [04/21/2026] to Joffe, John (Vendor ID: 2092)

Item Description	Unit Price	Qty	Total Price
4/15/26 - varsity boys lacrosse v. rbr	104.00	1	104.00

PO TOTAL COST: \$104.00

PO-26-0002320 [04/21/2026] to Michael McCormick (Vendor ID: 9460)

Item Description	Unit Price	Qty	Total Price
4/13/26 - jv baseball v. point boro	77.00	1	77.00

PO TOTAL COST: \$77.00

PO-26-0002321 [04/21/2026] to William Barton JR (Vendor ID: 5052)

Item Description	Unit Price	Qty	Total Price
4/13/26 - jv baseball v. point boro	77.00	1	77.00

PO TOTAL COST: \$77.00

PO-26-0002322 [04/21/2026] to Amazon.Com Llc (Vendor ID: 203)

Item Description	Unit Price	Qty	Total Price
Ricoh 330L Toner HY	97.57	2	195.14

PO TOTAL COST: \$195.14

PO-26-0002323 [04/21/2026] to Shore Conference Of Schools (Vendor ID: 4077)

Item Description	Unit Price	Qty	Total Price
entry fee in sct for girls wrestling	225.00	1	225.00

PO TOTAL COST: \$225.00

PO-26-0002324 [04/21/2026] to John Tsigounis (Vendor ID: 8414)

Item Description	Unit Price	Qty	Total Price
4/18/26 - varsity boys lacrosse v. rfh	104.00	1	104.00

PO TOTAL COST: \$104.00

PO-26-0002325 [04/21/2026] to Rich Coleman (Vendor ID: 3713)

Item Description	Unit Price	Qty	Total Price
4/16/26 - varsity softball v. shore regional	100.00	1	100.00

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PO TOTAL COST: \$100.00

PO-26-0002326 [04/21/2026] to Rumson - Fair Haven Regional High School (Vendor ID: 3856)

Item Description	Unit Price	Qty	Total Price
entry fee for bulldog jy invitational golf tournament on 5/14/26	350.00	1	350.00

PO TOTAL COST: \$350.00

PO-26-0002327 [04/21/2026] to Stout'sTransportation Services (Vendor ID: 4277)

Item Description	Unit Price	Qty	Total Price
Performing Arts Academy Theatre Trip to NYC		1	
56 Passenger Deluxe Motorcoach	2339.64	1	2339.64
Gratuity	200.00	1	200.00

PO TOTAL COST: \$2,539.64

PO-26-0002328 [04/22/2026] to Amazon.Com Llc (Vendor ID: 203)

Item Description	Unit Price	Qty	Total Price
pop up tent - Gray	388.86	1	388.86
pop up tent - Navy Blue	399.86	1	399.86
Storage shelves	128.24	4	512.96

PO TOTAL COST: \$1,301.68

PO-26-0002329 [04/23/2026] to Manasquan Cafeteria (Vendor ID: 2614)

Item Description	Unit Price	Qty	Total Price
state	607.36	1	607.36
federal	14460.96	1	14460.96
federal	499.32	1	499.32
SNJ Lunch Reimbursement payover-March		1	
state	123.20	1	123.20
State	388.36	1	388.36

PO TOTAL COST: \$16,079.20

PO-26-0002330 [04/24/2026] to Maynard Electric (Vendor ID: 2757)

Item Description	Unit Price	Qty	Total Price
REPLACE 2 EMERGENCY/ EXIT LIGHTS IN THE CLI BUILDING AS PER VIOLATION - QUOTE #1118	440.00	1	440.00

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PO TOTAL COST: \$440.00

PO-26-0002331 [04/27/2026] to Scoles Floorshine Industries (Vendor ID: 3998)

Item Description	Unit Price	Qty	Total Price
CUSTODIAL SUPPLIES - QUOTE 040988	3155.58	1	3155.58

PO TOTAL COST: \$3,155.58

PO-26-0002332 [04/27/2026] to Institute For Educational Development (Vendor ID: 1873)

Item Description	Unit Price	Qty	Total Price
Registration for Virtual Seminar - T. Savage	295.00	1	295.00

PO TOTAL COST: \$295.00

PO-26-0002333 [04/27/2026] to Amazon.Com Llc (Vendor ID: 203)

Item Description	Unit Price	Qty	Total Price
tennis balls (1 case)	111.03	1	111.03

PO TOTAL COST: \$111.03

PO-26-0002334 [04/27/2026] to School Nurse Supply (Vendor ID: 3972)

Item Description	Unit Price	Qty	Total Price
Plastic Cups	4.69	4	18.76
Disposable Washcloths	49.00	1	49.00

PO TOTAL COST: \$67.76

PO-26-0002335 [04/27/2026] to Dogwig Printing (Vendor ID: 1154)

Item Description	Unit Price	Qty	Total Price
ADULT Gildan G500, NAVY, Advanced Placement Roses design, grey print front only, size S 75, M 130, L 120, XL 40	6.35	365	2317.75
ADULT Gildan G500, NAVY, Advanced Placement Roses design, grey print front only, sizeXXXL	8.35	25	208.75
ADULT Gildan G500, NAVY, Advanced Placement Roses design, grey print front only, size XXXL	10.35	10	103.50
(1) front (design redraw included)	25.00	1	25.00

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PO TOTAL COST: \$2,655.00

PO-26-0002336 [04/27/2026] to Minuteman Press (Vendor ID: 2957)

Item Description	Unit Price	Qty	Total Price
41 MES Class of 25 Lawn Signs	24.00	41	984.00

PO TOTAL COST: \$984.00

PO-26-0002337 [04/27/2026] to Dwayne Jackson (Vendor ID: 9724)

Item Description	Unit Price	Qty	Total Price
4/18/26 - jv boys lacrosse v. rfh	75.00	1	75.00

PO TOTAL COST: \$75.00

PO-26-0002338 [04/27/2026] to Rocco Uzzolino (Vendor ID: 9725)

Item Description	Unit Price	Qty	Total Price
4/18/26 - jv boys lacrosse v. rfh	75.00	1	75.00

PO TOTAL COST: \$75.00

PO-26-0002339 [04/27/2026] to Allen, Mike (Vendor ID: 177)

Item Description	Unit Price	Qty	Total Price
4/17/26 - freshman baseball v. colts neck	77.00	1	77.00

PO TOTAL COST: \$77.00

PO-26-0002340 [04/27/2026] to Thomas Tiernan (Vendor ID: 9727)

Item Description	Unit Price	Qty	Total Price
4/17/26 - freshman baseball v. colts neck	77.00	1	77.00

PO TOTAL COST: \$77.00

PO-26-0002341 [04/27/2026] to Keith Little (Vendor ID: 9726)

Item Description	Unit Price	Qty	Total Price
4/18/26 - varsity boys lacrosse v. rfh	104.00	1	104.00

PO TOTAL COST: \$104.00

PO-26-0002342 [04/27/2026] to Shore Conference Of Schools (Vendor ID: 4077)

Report PO\_DETAILS\_BOE: Purchase Order by PO# for BOE  
Run on 5/1/2026 1:55PM

Item Description	Unit Price	Qty	Total Price
4/27/26 - sct girls golf entry fee 1 @ \$90.00	90.00	1	90.00

**PO TOTAL COST: \$90.00**

**PO-26-0002343 [04/27/2026] to Team Life Inc.** (Vendor ID: 4374)

Item Description	Unit Price	Qty	Total Price
AED Instruction Manual	80.00	1	80.00
AED Digital Videos	195.00	1	195.00
Student Workbook	8.00	10	80.00

**PO TOTAL COST: \$373.00**

**PO-26-0002344 [04/27/2026] to Robert Fiore** (Vendor ID: 9717)

Item Description	Unit Price	Qty	Total Price
4/20/26 - jv baseball v. trs (solo)	110.00	1	110.00

**PO TOTAL COST: \$110.00**

**PO-26-0002345 [04/27/2026] to John Terrigno** (Vendor ID: 2142)

Item Description	Unit Price	Qty	Total Price
4/13/26 - varsity baseball v. point boro	110.00	1	110.00

**PO TOTAL COST: \$110.00**

**PO-26-0002346 [04/27/2026] to Michael Allen** (Vendor ID: 2870)

Item Description	Unit Price	Qty	Total Price
4/13/26 - varsity baseball v. point boro	110.00	1	110.00

**PO TOTAL COST: \$110.00**

**PO-26-0002347 [04/27/2026] to Dru Kegreiss** (Vendor ID: 7050)

Item Description	Unit Price	Qty	Total Price
4/20/26 - varsity baseball v. trs	110.00	1	110.00

**PO TOTAL COST: \$110.00**

**PO-26-0002348 [04/27/2026] to Michael Stewart** (Vendor ID: 8292)

Item Description	Unit Price	Qty	Total Price
4/20/26 - varsity baseball v. trs	110.00	1	110.00

Report PO\_DETAILS\_BOE: Purchase Order by PO# for BOE  
Run on 5/1/2026 1:55PM

PO TOTAL COST: \$110.00

PO-26-0002349 [04/27/2026] to Valenziano, Tony (Vendor ID: 4674)

Item Description	Unit Price	Qty	Total Price
4/21/26 - jv girls lacrosse v. central regional	75.00	1	75.00

PO TOTAL COST: \$75.00

PO-26-0002350 [04/27/2026] to Woodbridge Township School District (Vendor ID: 9424)

Item Description	Unit Price	Qty	Total Price
4/17/26 academic team registration	115.00	1	115.00

PO TOTAL COST: \$115.00

PO-26-0002351 [04/27/2026] to New Jersey School Boards (Vendor ID: 3178)

Item Description	Unit Price	Qty	Total Price
Spring School Law Forum 2026 Registration for Jesse Place, Assistant Superintendent BOE Approved 4/20/2026	299.00	1	299.00

PO TOTAL COST: \$299.00

PO-26-0002352 [04/27/2026] to Amazon.Com Llc (Vendor ID: 203)

Item Description	Unit Price	Qty	Total Price
SEE ATTACHED	2053.27	1	2053.27

PO TOTAL COST: \$2,053.27

PO-26-0002353 [04/27/2026] to James Russell (Vendor ID: 9115)

Item Description	Unit Price	Qty	Total Price
4/24/26 - jv baseball v. wall	77.00	1	77.00

PO TOTAL COST: \$77.00

PO-26-0002354 [04/27/2026] to Dwayne Jackson (Vendor ID: 9724)

Item Description	Unit Price	Qty	Total Price
4/18/26 - varsity boys lacrosse v. rfh	104.00	1	104.00

PO TOTAL COST: \$104.00

Report PO\_DETAILS\_BOE: Purchase Order by PO# for BOE  
Run on 5/1/2026 1:55PM

PO-26-0002355 [04/27/2026] to Vince Guardino (Vendor ID: 4709)

Item Description	Unit Price	Qty	Total Price
4/21/26 - jv girls lacrosse v. central regional	75.00	1	75.00

PO TOTAL COST: \$75.00

PO-26-0002356 [04/27/2026] to Rob Comello (Vendor ID: 5250)

Item Description	Unit Price	Qty	Total Price
4/22/26 - varsity softball v. ocean twp	100.00	1	100.00

PO TOTAL COST: \$100.00

PO-26-0002357 [04/27/2026] to Home Depot (Vendor ID: 1790)

Item Description	Unit Price	Qty	Total Price
SHOP VACS FOR THE IA BUILDING	646.00	1	646.00

PO TOTAL COST: \$646.00

PO-26-0002358 [04/27/2026] to Nancy Coleman Perez (Vendor ID: 3099)

Item Description	Unit Price	Qty	Total Price
4/22/26 - varsity softball v. ocean twp	100.00	1	100.00

PO TOTAL COST: \$100.00

PO-26-0002359 [04/27/2026] to Team Life Inc. (Vendor ID: 4374)

Item Description	Unit Price	Qty	Total Price
150 student ecards for first aid	1575.00	1	1575.00

PO TOTAL COST: \$1,575.00

PO-26-0002360 [04/27/2026] to Nichols Berse (Vendor ID: 5154)

Item Description	Unit Price	Qty	Total Price
2026 - v/jv/f baseball; v/jv softball assignor's fee	651.00	1	651.00

PO TOTAL COST: \$651.00

PO-26-0002361 [04/27/2026] to Tara Hudson (Vendor ID: 5930)

Item Description	Unit Price	Qty	Total Price
Reimbursement for Notary application	32.50	1	32.50

Report PO\_DETAILS\_BOE: Purchase Order by PO# for BOE  
Run on 5/1/2026 1:55PM

PO TOTAL COST: \$32.50

PO-26-0002362 [04/27/2026] to John Ross (Vendor ID: 9468)

Item Description	Unit Price	Qty	Total Price
4/24/26 - jv baseball v. wall	77.00	1	77.00

PO TOTAL COST: \$77.00

PO-26-0002363 [04/27/2026] to David Baruka (Vendor ID: 6290)

Item Description	Unit Price	Qty	Total Price
4/22/26 - varsity baseball v. donovan	110.00	1	110.00

PO TOTAL COST: \$110.00

PO-26-0002364 [04/27/2026] to Dogwig Printing (Vendor ID: 1154)

Item Description	Unit Price	Qty	Total Price
Tshirts/screens	293.75	1	293.75

PO TOTAL COST: \$293.75

PO-26-0002365 [04/27/2026] to Joe Reina (Vendor ID: 9718)

Item Description	Unit Price	Qty	Total Price
4/22/26 - varsity baseball v. donovan	110.00	1	110.00

PO TOTAL COST: \$110.00

PO-26-0002366 [04/27/2026] to Womans Club of Manasquan (Vendor ID: 9728)

Item Description	Unit Price	Qty	Total Price
Grade 8 Dance	500.00	1	500.00

PO TOTAL COST: \$500.00

PO-26-0002367 [04/30/2026] to The Shore Club (Vendor ID: 7111)

Item Description	Unit Price	Qty	Total Price
Final payment for Junior Prom 5/1/2026	12522.28	1	12522.28

PO TOTAL COST: \$12,522.28

PO-26-0002368 [04/30/2026] to The Atlantic Club (Vendor ID: 4397)

Report PO\_DETAILS\_BOE: Purchase Order by PO# for BOE  
Run on 5/1/2026 1:55PM

Item Description	Unit Price	Qty	Total Price
Pickleball facility rental - one hour	500.00	1	500.00

**PO TOTAL COST: \$500.00**

**PO-26-0002369 [04/30/2026] to Ink Genie (Vendor ID: 9697)**

Item Description	Unit Price	Qty	Total Price
HP 507x Black HP 507A Cyan HP 507A Yellow HP 507A Magenta	688.95	1	688.95

**PO TOTAL COST: \$688.95**

**PO-26-0002370 [04/30/2026] to Western Michigan University (Vendor ID: 9438)**

Item Description	Unit Price	Qty	Total Price
Registration for Christina Marie Virok for the 61st International Congress on Medieval Studies (May 14-16, 2026)	235.00	1	235.00

**PO TOTAL COST: \$235.00**

**PO-26-0002371 [04/30/2026] to Matt Hudson (Vendor ID: 2730)**

Item Description	Unit Price	Qty	Total Price
Atlantic City M & IE 1st and Last day of travel	51.00	2	102.00
Atlantic City M & IE Full Travel Days	68.00	1	68.00

**PO TOTAL COST: \$170.00**

**PO-26-0002372 [04/30/2026] to Connor, Teri (Vendor ID: 904)**

Item Description	Unit Price	Qty	Total Price
2026 - girls v/jv lacrosse assignor's fee	179.00	1	179.00

**PO TOTAL COST: \$179.00**

**PO-26-0002373 [04/30/2026] to Nancy Coleman Perez (Vendor ID: 3099)**

Item Description	Unit Price	Qty	Total Price
4/24/26 - varsity softball v. st. rose	100.00	1	100.00

**PO TOTAL COST: \$100.00**

**PO-26-0002374 [04/30/2026] to Music Theater International (Vendor ID: 3087)**

Report PO\_DETAILS\_BOE: Purchase Order by PO# for BOE  
Run on 5/1/2026 1:55PM

Item Description	Unit Price	Qty	Total Price
Rights and Materials	6396.25	1	6396.25

PO TOTAL COST: \$6,396.25

PO-26-0002375 [04/30/2026] to Grainger (Vendor ID: 1642)

Item Description	Unit Price	Qty	Total Price
See attached quote	1775.28	1	1775.28

PO TOTAL COST: \$1,775.28

PO-26-0002376 [04/30/2026] to Nj Sea Grant Consortium (Vendor ID: 3246)

Item Description	Unit Price	Qty	Total Price
Grade 6 Class trip	575.00	1	575.00

PO TOTAL COST: \$575.00

PO-26-0002377 [04/30/2026] to John Devaney (Vendor ID: 2103)

Item Description	Unit Price	Qty	Total Price
4/21/26 - varsity girls lacrosse v. central regional	104.00	1	104.00

PO TOTAL COST: \$104.00

PO-26-0002378 [04/30/2026] to Amazon.Com Llc (Vendor ID: 203)

Item Description	Unit Price	Qty	Total Price
Certificate Holders- AOF Graduation	59.85	1	59.85

PO TOTAL COST: \$59.85

PO-26-0002379 [04/30/2026] to Culinary Classics (Vendor ID: 7434)

Item Description	Unit Price	Qty	Total Price
Boxed Lunches	12.00	8	96.00

PO TOTAL COST: \$96.00

PO-26-0002380 [04/30/2026] to Pellegrino Chevrolet (Vendor ID: 9582)

Item Description	Unit Price	Qty	Total Price
REGISTRATION AND LICENSE PLATE FEES FOR 2 DISTRICT PICK UP TRUCKS.	100.00	2	200.00

PO TOTAL COST: \$200.00

Report PO\_DETAILS\_BOE: Purchase Order by PO# for BOE  
Run on 5/1/2026 1:55PM

PO-26-0002381 [04/30/2026] to Ink Genie (Vendor ID: 9697)

Item Description	Unit Price	Qty	Total Price
HP 508X HY Black	254.95	1	254.95
HP 508X HY Cyan	251.96	1	251.96

PO TOTAL COST: \$506.91

PO-26-0002382 [04/30/2026] to Manasquan Board Of Ed (Vendor ID: 2610)

Item Description	Unit Price	Qty	Total Price
Yearbook Ad	350.00	1	350.00

PO TOTAL COST: \$350.00

PO-26-0002383 [04/30/2026] to Rebel Track Club (Vendor ID: 3665)

Item Description	Unit Price	Qty	Total Price
4/2/26 - rebel frosh/soph	485.00	1	485.00

PO TOTAL COST: \$485.00

PO-26-0002384 [04/30/2026] to Shore Favorites LLC (Vendor ID: 9730)

Item Description	Unit Price	Qty	Total Price
Cookies	2.50	204	510.00

PO TOTAL COST: \$510.00

PO-26-0002385 [04/30/2026] to Maynard Electric (Vendor ID: 2757)

Item Description	Unit Price	Qty	Total Price
REPLACE HIGH SCHOOL WELL PUMP DISCONNECT- QUOTE 1119	220.00	1	220.00

PO TOTAL COST: \$220.00

PO-26-0002386 [04/30/2026] to Charles Reevey (Vendor ID: 9296)

Item Description	Unit Price	Qty	Total Price
4/27/26 - flag football v. pinelands	90.00	1	90.00

PO TOTAL COST: \$90.00

PO-26-0002387 [04/30/2026] to Amazon.Com Llc (Vendor ID: 203)

Item Description	Unit Price	Qty	Total Price
NHS cords for graduation	629.10	1	629.10

Report PO\_DETAILS\_BOE: Purchase Order by PO# for BOE  
Run on 5/1/2026 1:55PM

PO TOTAL COST: \$629.10

PO-26-0002388 [04/30/2026] to Dombroski Jr, Howard (Vendor ID: 1157)

Item Description	Unit Price	Qty	Total Price
4/27/26 - flag football v. pinelands	90.00	1	90.00

PO TOTAL COST: \$90.00

PO-26-0002389 [04/30/2026] to Geraldine Keale (Vendor ID: 1577)

Item Description	Unit Price	Qty	Total Price
4/21/26 - varsity girls lacrosse v. central regional	104.00	1	104.00

PO TOTAL COST: \$104.00

PO-26-0002390 [04/30/2026] to Whartnaby, James (Vendor ID: 4803)

Item Description	Unit Price	Qty	Total Price
4/28/26 - varsity softball v. manalapan	100.00	1	100.00

PO TOTAL COST: \$100.00

PO-26-0002391 [04/30/2026] to Matawan Aberdeen Husky Track Club (MAHTC) (Vendor ID: 9448)

Item Description	Unit Price	Qty	Total Price
3/28/26 - husky relays (track)	660.00	1	660.00

PO TOTAL COST: \$660.00

PO-26-0002392 [04/30/2026] to Viper Timing (Vendor ID: 9517)

Item Description	Unit Price	Qty	Total Price
4/27/26 - twilight series - night of 3200S	200.00	1	200.00

PO TOTAL COST: \$200.00

PO-26-0002393 [04/30/2026] to Bunt, Geoffrey (Vendor ID: 630)

Item Description	Unit Price	Qty	Total Price
4/27/26 - flag football v. pinelands	90.00	1	90.00

PO TOTAL COST: \$90.00

PO-26-0002394 [04/30/2026] to Scott Ringel (Vendor ID: 4005)

Report PO\_DETAILS\_BOE: Purchase Order by PO# for BOE  
Run on 5/1/2026 1:55PM

Item Description	Unit Price	Qty	Total Price
4/24/26 - varsity softball v. st. rose	100.00	1	100.00

**PO TOTAL COST: \$100.00**

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**PO-26-0002395 [04/30/2026] to Patrick Alfano (Vendor ID: 3420)**

Item Description	Unit Price	Qty	Total Price
Softball Umpire	104.00	1	104.00

**PO TOTAL COST: \$104.00**

# BYLAW GUIDE

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Nepotism  
M

## 0142.1 NEPOTISM

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

For the purposes of this Policy, “relative” means an individual’s spouse, ~~by marriage or civil union~~ **partner as defined at pursuant to N.J.S.A. 37:1-2833 et seq.**, domestic partner as defined ~~at in~~ N.J.S.A. 26:8A-3, or the ~~individual’s or spouse’s~~ parent, child, sibling, aunt, uncle, niece, nephew, grandparent, grandchild, son-in-law, daughter-in-law, stepparent, stepchild, stepbrother, stepsister, half-brother, or half-sister **of the individual or of the individual’s spouse, civil union partner, or domestic partner**, whether the relative is related to the individual or the individual’s spouse, **civil union partner, or domestic partner** by blood, marriage, or adoption **pursuant to N.J.A.C. 6A:23A-1.2.**

For the purposes of this Policy, “immediate family member” means the person’s spouse, partner in a civil union as defined ~~at in~~ N.J.S.A. 37:1-2833 et seq., domestic partner as defined ~~at in~~ N.J.S.A. 26:8A-3, or dependent child, residing in the same household.

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

No relative of a Board member or the Superintendent of Schools shall be employed in an office or position in this school district except: ~~that a person employed by the school district on the effective date of the Policy or the date a relative becomes a Board member or Superintendent shall not be prohibited from continuing to be employed or promoted in the district.~~

1. **A person employed by the district on or before October 1, 2008 or on or before the date an employee’s relative becomes a Board member or Superintendent shall not be prohibited from continuing to be employed or to be promoted in the district in accordance with the effective date as outlined in the initial version of N.J.A.C. 6A:23A-6.2 adopted on July 1, 2008. However, this shall not pertain to extending an employment contract to allow for an increase in annual pay directly related to an extension of the work year; and**



# BYLAW GUIDE

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Nepotism

- 2. **The district may employ a relative of a Board member or the Superintendent provided the district has obtained approval from the Executive County Superintendent. Such approval shall be granted only upon demonstration by the district that it conducted a thorough search for candidates and the proposed candidate is the only qualified and available person for the position.**

~~The Superintendent of Schools shall not recommend to the Board, of Education pursuant to N.J.S.A. 18A:27-4.1, the any relative of a Board member or the Superintendent or a Board member, unless the relative is subject to an exception as outlined at N.J.A.C. 6A:23A-6.2(a)2. and at 1. and 2. above. However, in accordance with N.J.A.C. 6A:23A-6.2(a)2, the district may employ a relative of a Board member or Superintendent of Schools provided the district obtains the approval from the Executive County Superintendent of Schools. Such approval shall be granted only upon demonstration by the school district that it conducted a thorough search for candidates and that the proposed candidate is the only qualified and available person for the position.~~

~~In accordance with N.J.A.C. 6A:23A-6.2(a)6.(b), per diem substitutes and student employees who are relatives of a Board member or the Superintendent of Schools shall be excluded from the provisions of this Policy and N.J.A.C. 6A:23A-6.2.~~

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

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



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

**In accordance with N.J.A.C. 6A:23A-6.2(b), per diem substitutes and student employees who are relatives of a Board member or the Superintendent shall be excluded from the provisions of this Policy and N.J.A.C. 6A:23A-6.2.**

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

Adopted: 14 June 2011  
Revised: 05 May 2026



# BYLAW GUIDE

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Board Member Election and Appointment

## 0143 BOARD MEMBER ELECTION AND APPOINTMENT

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

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

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

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



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Board Member Election and Appointment

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

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

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

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

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



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Board Member Election and Appointment

- a. ~~The absence of candidates for election to the school Board;  
or~~
  - b. ~~The removal of a member because of lack of qualifications;  
or~~
  - c. ~~The failure of the Board to appoint a person to a vacancy  
within sixty five days following its occurrence; or~~
  - d. ~~Two or more candidates qualified by law for membership  
on the Board receiving an equal number of votes in a  
special runoff election.~~
  - e. ~~By the Executive County Superintendent, to a number  
sufficient to make up a quorum of the Board if, by reason  
of vacaneies, a quorum is lacking;~~
3. ~~By special election within sixty days of the annual school election,  
if:~~
- a. ~~Two or more candidates qualified by law for membership  
on the school Board receive an equal number of votes in  
the annual school election; or~~
  - b. ~~The annual election is disqualified due to improper election  
procedures.~~
4. ~~By the Commissioner of Education if there is a failure to elect a  
member at the annual school election due to improper campaign  
practices; or~~
5. ~~By a majority vote of the remaining members of the Board of  
Education after the vacancy occurs in all other cases.~~

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



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Board Member Election and Appointment

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

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

~~Required for County Vocational School Districts~~

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

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

Adopted: 14 June 2011  
Revised: 24 June 2014  
**Revised: 05 May 2026**



# POLICY GUIDE

ADMINISTRATION

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Employment of Chief School Administrator

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## 1220 EMPLOYMENT OF CHIEF SCHOOL ADMINISTRATOR

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

### Recruitment Procedures

The Board shall actively seek the best qualified and most capable candidate for the position of Superintendent. The Board may use a consultant service to assist in the recruitment process. Recruitment procedures may include, but are not limited to, the following activities:

1. The preparation of a new or a review of an existing written job description;
2. **The p**Preparation of informative material describing the ~~school~~ district and its educational goals and objectives;
3. ~~Where feasible, T~~he opportunity for applicants to visit the district, **where feasible**;
4. ~~An Establish an~~ interview process that encourages the candidate and the Board members to have a meaningful discussion of the ~~school~~ district's needs and expectations. The Board members shall review and discuss the candidate's credentials, qualifications, educational philosophy, and other qualities and expertise **the candidate he/she** can offer to the district;
5. Solicitation of applications from a wide geographical area; and
6. Strict compliance with law and Policy 1530 on equal employment opportunity.



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### Employment of Chief School Administrator

#### Qualifications

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

#### Employment Contract

A person appointed Superintendent must enter **into** an employment contract with the Board.

An employment contract for the Superintendent ~~of Schools~~ shall be reviewed and approved by the Executive County Superintendent in accordance with the provisions of N.J.A.C. 6A:23A-3.1 and Policy 1620. Any action(s) by the Executive County Superintendent undertaken pursuant to N.J.A.C. 6A:23A-3.1 may be appealed to the Commissioner pursuant to the procedures set forth in N.J.A.C. 6A:3 **pursuant to N.J.A.C. 6A:23A-3.1(f)**.

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

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

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

The contract for the Superintendent who does not acquire tenure, but who holds tenure during the term of **the Superintendent's his/her** employment contract will include: a term of not less than three nor more than five years and expiring July 1; a beginning and ending date; the salary to be paid and benefits to be received; a provision for termination of the contract by the Superintendent; an evaluation process pursuant to N.J.S.A. 18A:17-20.3; and other terms agreed to between the Board and the Superintendent.



# POLICY GUIDE

## ADMINISTRATION

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### Employment of Chief School Administrator

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

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

Pursuant to N.J.S.A. 18A:17-20.2a, the Board shall submit to the Commissioner **of Education** for prior approval an early termination of employment agreement that includes the payment of compensation as a condition of separation. **As used in accordance with** N.J.S.A. 18A:17-20.2a, "compensation" includes, but is not limited to, salary, allowances, bonuses and stipends, payments **for of** accumulated sick or vacation leave, contributions toward the costs of health, dental, life, and other types of insurance, medical reimbursement plans, retirement plans, and any in-kind or other form of remuneration.

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



# POLICY GUIDE

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Employment of Chief School Administrator

## Disqualification

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

## Certificate Revocation

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

~~In accordance with N.J.A.C. 6A:23A-3.1(e)(12), in the event the Superintendent's certificate is revoked, the Superintendent's contract is null and void.~~

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

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

Adopted: 14 June 2011

**Revised: 05 May 2026**



# POLICY GUIDE

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~~Co-Curricular~~ ~~Extra-Curricular~~ Activities

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## 2430 CO-CURRICULAR ~~EXTRA-CURRICULAR~~ ACTIVITIES

The Board believes that the educational goals and objectives of the district are best achieved by a diversity of learning experiences, some of which are more appropriately conducted outside the regular **instructional classroom** program of the school.

The purpose of **such co-curricular** ~~extra-curricular~~ activities shall be **to develop leadership capacities and good organizational skills, to aid in the socialization of students, and to enable students to explore a wider range of individual interests than might be available in the regular curricular program.**

~~A. To develop useful new capabilities in pupils that can lead to extension of career opportunities;~~

~~B. To develop pupil initiative and provide for the exercise of responsibility;~~

~~C. To develop leadership capabilities and good organizational skills;~~

~~D. To aid pupils in the social skills;~~

~~E. To enable pupils to explore a wider range of individual interests than might be available in the regular program.~~

**The Board shall make school facilities, supplies, and equipment available and assign staff members for the support of a program of co-curricular activities for students in grades pre-kindergarten through twelve. The Board shall maintain the program of co-curricular activities at no cost to participating students, except that students may be required to provide supplies in accordance with Board Policy No. 2520 on instructional supplies and students may be required to assume all or part of the costs of travel and attendance at co-curricular events and trips.**

**For purposes of this policy, co-curricular activities are those activities conducted on or off school premises by clubs, associations, and organizations of students sponsored by the Board and do not include athletic competitions and practices. Co-curricular activities must be related to the curriculum but are not offered for credit toward promotion or graduation and are ordinarily conducted wholly or partly outside the regular school day.**



# POLICY GUIDE

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**Co-Curricular** ~~Extra-Curricular~~ Activities

~~For purposes of this policy, "extracurricular activities" shall be those activities that are sponsored or approved by the Board but are not offered for credit toward graduation. Such activities shall generally be conducted outside the regular school day, available to pupils who voluntarily elect to participate, marked by pupil participation in the processes of initiation, planning, organizing and execution and shall ordinarily include band, clubs, dramatic or musical presentations, and intramural and interscholastic sports.~~

~~Equal access to school facilities shall be granted to all activities that meet this definition.~~

**The Board expressly declines to create a limited open forum for activities initiated by students. Accordingly, a group of students who wish to meet on school premises shall apply to the Building Principal for permission to meet and must demonstrate to the Principal the relationship of their meeting to the curriculum. The Principal shall permit only those meetings that relate specifically to the curriculum.**

**No co-curricular activity shall be considered to be under the sponsorship of this Board unless it has been approved by the Superintendent.**

**Students shall be fully informed of the co-curricular activities available to them and of the eligibility standards established for participation in co-curricular activities. Co-curricular activities shall be available to all students who voluntarily elect to participate except that where eligibility requirements specific to an organization are necessary or desirable, the Board shall be so informed and must approve the establishment of such eligibility standards before they may be operable.**

**The Board will not permit the organization of a fraternity, sorority, or secret society.**



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**Co-Curricular** ~~Extra-Curricular~~ Activities

**A student in grades pre-kindergarten through twelve is ineligible for participation in co-curricular activities if he/she has:**

- 1. Demonstrated unsatisfactory attendance by receiving a warning notice of unsatisfactory attendance;**
- 2. Failed to maintain a grade point average of 65.**
- 3. Failed a course required for promotion or graduation in the preceding semester; or**
- 4. Received a notice of warning of failure in a course required for promotion or graduation in the current semester.**

**Notwithstanding these standards, a student who has commenced preparation for participation in a public performance of a concert, recital, drama, debate or the like may continue to participate until the student has completed the performance.**

**No student who has been absent for a school day may participate in a co-curricular activity scheduled for the afternoon or evening of that school day.**

**The Board will not permit students who reside in this district or a sending district and who are not enrolled in a public school to participate in noncompetitive co-curricular activities. The Board will permit students who reside in this district or a sending district and who are enrolled in a public school to participate in noncompetitive co-curricular activities on a space-available basis with the approval of the Principal and only upon written application including the applicant's assurances that they agree to be bound by policies, rules, and regulations of this district.**

**The Superintendent shall prepare procedures to implement a co-curricular program and shall assess the needs and interests of the students of this district and provide for the continuing evaluation of the co-curricular program.**

~~The Superintendent shall prepare procedures to implement an extracurricular program which shall:~~

~~A. Assess the needs and interests of the pupils of this district;~~



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~~Co-Curricular~~ ~~Extra-Curricular~~ Activities

- ~~B. Ensure the provision of competent guidance and supervision by staff;~~
- ~~C. Guard against the exploitation of pupils;~~
- ~~D. Provide for a variety of experiences and a diversity of organizational models;~~
- ~~E. Provide for the continuing evaluation of the extracurricular program and staff;~~
- ~~F. Ensure that all extracurricular activities are open to all eligible pupils and that all pupils are fully informed of the opportunities open to them.~~

~~The guidance goal for each pupil shall be a balanced program of appropriate academic studies and activities to be determined by the school, the parent(s) or legal guardian(s) and the pupil. Guidance is necessary to encourage non-participants, and to prevent the overenthusiastic from emphasizing activities at the cost of their academic performance.~~

~~Only persons in the employ of a Board of Education shall be permitted to organize district pupils during school time or during any recess in the school day for purposes of instruction or coaching or for conducting games, events, or contests in physical education or athletics.~~

~~No activity shall be considered to be under the sponsorship of this Board unless it has been approved by the Board on recommendation of the Superintendent. Fund-raising activities of extracurricular groups must be approved by the Board or their designee.~~

~~All pupils in good disciplinary and academic standing shall have equal access to all extracurricular activities regardless of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, religion, disability, or socioeconomic status.~~

## ~~Good Disciplinary Standing~~

~~Grades 5—8~~

~~Extra-curricular activities are offered to pupils in grades five through eight. A pupil must not be failing any subject in order to be eligible to participate in those activities.~~



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~~Co-Curricular~~ ~~Extra-Curricular~~ Activities

~~During each marking period, if a pupil has a failing grade at the time of the initial progress report, the pupil will have a two week period to improve his/her grade. If satisfactory improvement is not made, the pupil is ineligible to participate and his/her progress will be reviewed at two week intervals until the end of the marking period.~~

~~Pupils who fail a course for a marking period will be ineligible to participate for a period of two weeks when his/her progress will be reviewed. Continued failing grades will be reviewed at the time of progress reports and at two week intervals until passing grades are achieved.~~

~~During the fourth marking period, an academic review will be taken after the first two weeks. Pupils failing any subject a this time will be ineligible to participate in extra-curricular activities.~~

~~Pupils who fail a course at the end of the school year will be on academic probation until September 30 of the new school year. If a pupil has a failing grade as of that date, he/she becomes ineligible to participate in extra-curricular activities for the remainder of the first marking period. Teachers will notify activity advisor and coaches of those pupils ineligible for participation.~~

~~Pupils who sign into the building after 10:00 a.m. will not be eligible to participate in extra-curricular activities that day. Pupils absent from school are also ineligible for participation in the above mentioned activities as well.~~

~~In accordance with this policy, the administration reserves the right to deny any pupil the privilege of participation in extra-curricular activities, social events, and class trips if said pupil has been suspended from school two or more times during the school year for disciplinary reasons.~~

## ~~Grades 9—12~~

~~Good disciplinary standing shall mean that a pupil is eligible to participate in all extra-curricular activities at the high school while school is in session. Good disciplinary standing can be revoked from a pupil for the following reasons. Also, must be a “Student in Good Standing”:~~

~~A. If a pupil accumulates fifty or more demerits for the school year the pupil may be removed from extra-curricular activities for the balance of the school year.~~

~~B. If a pupil is suspended a third time the pupil will lose extra-curricular activities for thirty days.~~



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~~Co-Curricular~~ ~~Extra-Curricular~~ Activities

~~C. If a pupil is suspended a fourth time the pupil will lose extra-curricular activities for forty five days.~~

~~D. If a pupil is suspended a fifth time the pupil lose extra-curricular activities for the balance of the school year.~~

~~E. If a pupil violates the Substance Abuse Under Suspicion Policy the pupil will lose extra-curricular activities for one calendar year from the date of the infraction.~~

## Good Academic Standing

~~Good academic standing at the beginning of the school year for all grades, seven through twelve, means successful completion of the previous year's requirements, with no failures. In addition, the previous year's requirements are:~~

~~A. For grade ten, completion in grade nine of at least 1/4 of the credits required to receive a Manasquan School District State endorsed high school diploma, with a minimum grade point average of 70;~~

~~B. For grade eleven, completion in grade ten of the same requirements as in A above;~~

~~C. For grade twelve, completion in grade eleven of the same requirements as in A above.~~

~~Continuing good academic standing requires maintenance of passing grades in all subjects during the current year, and in grade twelve taking enough course credits to complete the high school graduation requirement by the end of the academic year.~~

~~A pupil who begins the year not in good academic standing, who maintains a passing grade in every subject and a minimum grade point average of 70, may request consideration to participate in extracurricular activities at the beginning of the second semester.~~

## Attendance

~~The district's attendance policy shall also apply.~~



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**Co-Curricular** ~~Extra-Curricular~~ Activities

39 U.S.C.A. 1701 et seq.

N.J.S.A. 18A:11-3; 18A:42-2; 18A:42-5

Adopted: 14 June 2011

Revised: 18 October 2011

Revised: **05 May 2026**



# POLICY GUIDE

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Resource Materials

## 2530 RESOURCE MATERIALS

The Board of Education shall provide resource materials to implement **the school district's and school** educational goals and objectives **to meet** as student needs ~~dietate and~~ as district resources permit. **Resource** Such materials include, **but are not limited to**, reference materials ~~books;~~ **fiction and nonfiction books; maps; audio and audio-visual materials; pamphlets; periodicals; pictures; online references;** other supplementary titles; ~~maps, library print and non-print materials;~~ and other sources of information for use by students that are not designated as textbooks. **Resource materials are not library material as defined in N.J.S.A. 18A:34A-3 and Policy and Regulation 2535.**

~~The Superintendent shall be responsible for the selection and maintenance of all resource materials., in accordance with the following standards:~~

- ~~1. Material will be suited to the varied interests, abilities, reading levels, and maturation levels of the students to be served;~~
- ~~2. Wherever possible, materials will provide major opposing views on controversial issues so that students may develop under guidance the practice of critical reading and thinking;~~
- ~~3. Wherever possible, materials will represent the many religious, ethnic, and cultural groups and their contribution to American heritage;~~
- ~~4. Materials will be factually accurate and of genuine literary or artistic value;~~
- ~~5. Materials will be of a quality and durability appropriate to their intended uses and longevity;~~
- ~~6. Materials will relate to, support, and enrich the courses of study adopted by the Board.~~



# POLICY GUIDE

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Resource Materials

The Superintendent will develop regulations for the selection of resource materials **pursuant to Regulation 2530** that provide for the effective consultation of teaching staff members at all appropriate levels,; ensure that the Board's budgetary allotment for resource materials is efficiently spent and **appropriately wisely** distributed throughout the instructional program and the district,; and ensure an inventory of resource materials that is well balanced ~~and well rounded in coverage of subject, types of materials, and variety of content.~~

The Superintendent will evaluate ~~the continuing effectiveness and utility of~~ resource materials and recommend to the Board the removal of **resource** those materials that no longer meet the standards set forth in ~~this P~~**olicy and Regulation 2530**. Any request **by an individual** for the removal of resource materials will be governed by Policy **and Regulation 9130** ~~on public complaints.~~

Adopted: 14 June 2011  
Revised: **05 May 2026**



# POLICY GUIDE

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Public Complaints and Grievances

## 9130 PUBLIC COMPLAINTS AND GRIEVANCES

**The Board of Education shall establish procedures for the hearing and settlement of** Any person or group having a legitimate interest in the schools of this district may present a request, suggestion, or complaints concerning district staff members personnel, the educational program, instructional or resource materials, or the operations of the district. **Complaints regarding library material as defined in N.J.S.A. 18A:34A-3 shall be addressed in accordance with Policy and Regulation 2535.** The Board directs the establishment of procedures for the hearing and settlement of requests and complaints shall that provide a means for resolving **complaints** them fairly and impartially, and permit appropriate **resolution** redress, and protect district personnel from unnecessary harassment.

**The grievance procedure outlined in Regulation 9130 shall not be utilized by a district staff member or Board member unless the district staff member or Board member is doing so in their capacity as a parent of a student currently enrolled in the district.**

When a Board member is confronted with **a complaint concerning district staff members, the educational program, instructional or resource materials, or the operations of the district** an issue, the Board member he/she will withhold comment, commitment, and/or opinion and refer the complaint or inquiry to the Superintendent **in accordance with N.J.S.A. 18A:12-24.1.j.**, who shall review the complaint **in accordance with Regulation 9130** according to established procedures.

~~Only in those cases where satisfactory adjustment cannot be made by the Superintendent and the staff shall communications and complaints be referred to the Board for resolution.~~

Any misunderstandings or disputes between the public and school district staff **members** should, whenever possible, be settled by direct, informal discussions among the interested parties. It is only when such informal meetings fail to resolve differences that more formal procedures shall be employed. ~~A complaint about a school program or personnel should be addressed to the Building Principal; a complaint about instructional or resource materials should be addressed to the Superintendent.~~



# POLICY GUIDE

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Public Complaints and Grievances

~~The Superintendent shall establish P~~procedures for the **resolution** hearing of requests and complaints regarding district **staff members** personnel, the educational program, instructional and resource materials, and the operations of the school district **shall**. Procedures will be governed by **Regulation 9130**. the following guidelines:

1. ~~The matter will be resolved initially, wherever possible, by informal discussions between or among the interested parties.~~
2. ~~A matter that cannot be resolved informally may be appealed at successive levels of authority, up to and including the Board of Education.~~
3. ~~The complaint and its immediate resolution be reduced to writing at the first and at each successive level of appeal.~~
4. ~~A reasonable period of time, not to exceed five working days, will be permitted for the filing of an appeal in writing at each successive level. A decision at each level of appeal must be rendered no later than seven working days after the appeal is filed, except that the Board shall have thirty calendar days to make its decision.~~
5. ~~In the case of complaints about instructional or resource materials, the initial complaint must set forth in writing the author, title, and publisher of the materials as well as those specific portions of the material or the work to which objection is taken; the complainant's familiarity with the work; the reasons for the objection; and the use of the work in the schools. The Superintendent shall appoint a committee of professional staff members and community representatives to review the challenged material against the standards for the selection of resource materials established by Board policy. The committee will report its findings to the Board. No challenged material may be removed from the curriculum or from a collection of resource materials except by action of the Board of Education, and no challenged material may be removed solely because it presents ideas that may be unpopular or offensive to some. Any Board action to remove material will be accompanied by the Board's statement of its reasons for the removal.~~



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Public Complaints ~~and Grievances~~

6. ~~A complainant shall be notified that a decision of the Board may be appealed to the Commissioner of Education.~~

Adopted: 14 June 2011

Revised: 05 May 2026



# REGULATION GUIDE

COMMUNITY  
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Public Complaints and Grievances

## R 9130 PUBLIC COMPLAINTS AND GRIEVANCES

All complaints ~~and grievances~~ addressed to the Board of Education, Board members individually, school officials, or district staff members shall be referred to the Superintendent for consideration in accordance with the following procedures.

### A. Complaints Regarding a Teaching Staff Member Other Than an Administrator or Supervisor

#### 1. First Level

- a. The complainant will be directed to address the **complaint matter** to the **teaching** staff member.
- b. The **teaching** staff member will ~~be directed to discuss the matter directly with the complainant and to~~ make every reasonable effort to **address the complaint** ~~explain the difficulty and/or~~ **and** take appropriate action, **if necessary**, in accordance with district **policies and** regulations and within **the teaching staff member's** ~~his/her~~ authority ~~and district regulations~~.
- c. The **teaching** staff member will report the **complaint in writing matter**, and whatever action **that** may have been taken to resolve the **complaint matter**, to the **teaching staff member's** Principal **or supervisor**.

#### 2. Second Level

- a. If the **complaint matter** cannot be ~~satisfactorily~~ resolved **to the complainant's satisfaction at A.1. above the first level**, the complainant **may appeal the teaching staff member's resolution to** ~~may discuss the matter with the~~ **teaching staff member's** Principal **or supervisor**.



# REGULATION GUIDE

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Public Complaints and Grievances

- b. The Principal **or supervisor** will take all reasonable and prudent steps to resolve the complaint **and meet with the complainant to discuss the Principal or supervisor's resolution to the complaint** ~~or to explain to the complainant why the matter cannot be resolved as the complainant wishes.~~
3. Third Level
    - a. If the **complaint matter** cannot be satisfactorily resolved **to the complainant's satisfaction** at **A.2. above the second level**, the complainant may, within **five** ~~three~~ working days (see ~~Policy 9130~~) of **their** ~~his/her~~ meeting with the **teaching staff member's Principal or supervisor**, submit **a written request for a conference** to the Superintendent ~~a written request for a conference~~. The **written** request shall, **at a minimum**, include: **the specific nature of the complaint and a statement of the facts giving rise to it.**
      - ~~(1) The specific nature of the complaint and a brief statement of the facts giving rise to it,~~
      - ~~(2) The respect in which it is alleged that the complainant or the complainant's child has been unfairly treated or adversely affected, and~~
      - ~~(3) The remedy sought by the complainant.~~
    - b. A copy of the **complainant's written** request for a conference will be **submitted** ~~sent~~ to the Board of Education **by the Superintendent.**
    - c. Within seven working days (~~see Policy 9130~~) of the **Superintendent's** receipt of the **written request for a conference**, the Superintendent shall conduct **the** a conference, at a time convenient to the complainant **and the Superintendent**, and attempt to resolve the **complaint matter** informally. ~~The time for conference will be extended if the complainant is unable to schedule a convenient meeting.~~



# REGULATION GUIDE

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Public Complaints and Grievances

- d. The Superintendent shall record in writing **their** ~~his/her~~ disposition of the complaint and shall, within ten working days (~~see Policy 9130~~) of the conference, **submit** ~~provide~~ a copy of **their** ~~the~~ written disposition to the complainant and ~~to~~ the Board.
4. Fourth Level
- a. A complaint that is not resolved **to the complainant's satisfaction** by a conference with the Superintendent **at A.3.c. above** or that seeks a remedy beyond the Superintendent's ~~jurisdiction~~ **authority** may be appealed **by the complainant** to the Board of Education.
- (1) **The complainant shall, within three working days of their receipt of the Superintendent's written disposition, submit a written request with supporting documentation to the Superintendent for an informal hearing before the Board. The complainant's request, along with the Superintendent's disposition at A.3.d. above, shall be provided to the Board.**
- ~~b. The complainant may, within three working days (see Policy 9130) of his/her receipt of the Superintendent's written disposition, submit a written request for a hearing before the Board. The request will include a copy of the Superintendent's disposition at Level 3.~~
- be. The Board shall, **decide whether to grant or deny within forty five calendar days (see Policy 9130) of the receipt of the complainant's request for conduct an informal hearing and provide their decision in writing to the complainant within five working days upon receiving the request for an informal hearing before a committee of Board members, in which the complainant will present his/her complaint. The Board may, on the petition of the complainant, permit the examination of witnesses. The Board may permit the teaching staff member complained of to testify in his/her own behalf.**



# REGULATION GUIDE

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Public Complaints and Grievances

- (1) **If the Board denies the request for an informal hearing, the Board shall render a decision on the appeal and provide the decision in writing to the complainant within ten working days.**
  - (2) **If the Board grants the request for an informal hearing, the Board shall schedule the informal hearing within forty-five working days upon receiving the request for an informal hearing. At the conclusion of the informal hearing, the Board shall render a decision and provide the decision in writing to the complainant within ten working days at the conclusion of the informal hearing.**
    - (a) **The Board may designate a committee of the Board to conduct an informal hearing with the complainant.**
    - (b) **The Board may permit the complainant to present witnesses.**
    - (c) **The Board will comply with the provisions of the Open Public Meetings Act and Bylaw 0162 regarding any public complaints, where applicable.**
- ~~d. The Board shall, within ten calendar days (see Policy 9130) of the hearing, advise the complainant in writing of the Board's disposition of the complaint.~~
- ~~e. The complainant will be advised that the Board's decision may be appealed to the Commissioner of Education.~~
5. Reasonable efforts will be made to expedite **time sensitive** complaints ~~that arises at the end of the school year so that the matter can be resolved before the interruption of summer vacations.~~



# REGULATION GUIDE

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Public Complaints and Grievances

~~B. Complaints About an Administrative Staff Member~~

- ~~1. The procedure set forth in A will be followed and the complainant will be directed to discuss the matter first with the administrator.~~
- ~~2. A complaint about a Principal or a central office administrator will omit the second level of the complaint procedure. Appeal of the first level discussion will be made directly to the Superintendent in accordance with A3.~~

**BE. Complaints Regarding a Support Staff Member**

1. The **complaint** procedure set forth in **A.1. above** will be followed and the complainant will be directed to discuss the **complaint** first with the support staff member, **if appropriate**.
2. **If the complaint cannot be resolved to the complainant's satisfaction at A.1. above, the complainant may follow the complaint procedure set forth in A.2. above.**
3. **If the complaint cannot be resolved to the complainant's satisfaction at A.2. above, the complainant may, within three working days of their meeting with the support staff member's supervisor, submit to the Superintendent a written request for a conference in accordance with A.3. above.**
4. **A complaint that is not resolved to the complainant's satisfaction by a conference with the Superintendent at A.3.c. above or that seeks a remedy beyond the Superintendent's authority may be appealed to the Board of Education in accordance with A.4. above.**

**C. Complaints Regarding an Administrative Staff Member or Supervisory Staff Member**

1. **The complainant shall discuss the complaint first with the administrative staff member or supervisory staff member who is the subject of the complaint.**



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2. **An appeal of the discussion with the administrative staff member or supervisory staff member will be made directly to the Superintendent in accordance with A.3. above.**
  3. **A complainant wanting to appeal the Superintendent's written disposition to the Board of Education shall follow the appeal procedures as outlined in A.4. above.**
- D. **Complaints Regarding** ~~About~~ a Program, Practice, or Operation
1. A complaint **regarding** ~~directed to a matter of~~ district or school policy; procedure; program; or operation, including entitlement programs established by ~~Sstate or F~~ederal law, should be addressed, initially, to the **Superintendent who will refer the complaint to the appropriate** administrator or supervisor ~~department head most directly concerned with the matter, in accordance with A1.~~
  2. A complaint that cannot be ~~satisfactorily~~ resolved **to the complainant's satisfaction at D.1. above** at the ~~first level~~ may be appealed to the Superintendent and, thereafter, the Board of **Education** in accordance with the procedures set forth in A.3. and A.4.
- E. **Complaints Regarding Textbooks,** ~~About~~ Instructional **Supplies,** and Resource Materials
1. Complaints **regarding** ~~about~~ textbooks, ~~library books, reference works, and other~~ instructional **supplies, and resource** materials used in the district ~~shall will be~~ **submitted** ~~made~~ in writing by the **complainant** ~~and submitted~~ to the Superintendent.
  2. ~~The complainant will complete and sign a complaint form available in the Principal's office. The written complaint form shall, at a minimum, will include:~~
    - a. The title, author, and publisher of the **material at issue;** ~~work complained of,~~



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- b. **Sections of the material to which the complainant objects** ~~The specific portions or language complained of~~ (by page(s) and item(s));
  - e. ~~The complainant's familiarity with the work objected to,~~
  - cd. **An explanation of t**~~The reason(s) for the objection;~~
  - de. The students or class for whom the **material work** is intended;; and
  - ef. The way in which the **material work** is used **or presented to students.**
3. Within seven working days of the receipt of the **written** complaint ~~form~~, the Superintendent shall appoint a review committee consisting of:
- a. The head of the department in which the **material work** is being used;;
  - b. **A teaching staff member** ~~teacher~~ in the subject area of the **material; work,**
  - e. ~~A library staff member,~~
  - cd. **A Board of Education** member;;
  - e. ~~A lay person knowledgeable in the area of the work, and~~
  - df. The Principal of ~~the~~ a school in which the **material work** is used **or presented;; and**
  - e. **Any other staff member designated by the Superintendent.**
4. The review committee will meet to evaluate the complaint and review the material **at issue** ~~objected to~~. ~~The standards used by the committee will be those set forth in Policy 2530.~~



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- a. **The standards used by the review committee to review textbooks will be those set forth in Regulation 2510.**
  - b. **The standards used by the review committee to review instructional supplies will be those set forth in Regulation 2520.**
  - c. **The standards used by the review committee to review resource materials will be those set forth in Regulation 2530.**
5. The **review** committee will report its findings and recommendations to the **Superintendent Board within fifteen working days upon the appointment of the review committee.**
  6. **The Superintendent will submit the review committee's findings and recommendations to the Board at the next regularly scheduled Board meeting.**
76. ~~The Board will receive the report of the committee.~~ If the Board acts to remove the **material at issue work** ~~complained of~~ or to limit access to the **material at issue work**, its action will be accompanied by a statement of reasons for the removal or limitation.
- a. **The Board shall render its decision within forty-five working days of receipt of the review committee's findings and recommendations.**
87. A copy of the **review committee's findings and recommendations report** and the Board's action, if any, will be given to the complainant **within five working days of the Board's action.**
  98. The complainant will be informed, **in writing**, that a decision of the Board may be appealed to the Commissioner of Education **as permitted by law.**

Issued: 14 June 2011  
Revised: **05 May 2026**



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## 1552 SEXUAL HARASSMENT – STAFF

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

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

#### 1. Sexual Harassment – 29 CFR 1604.11

##### a. Definition of Sexual Harassment – Title VII

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

- (a) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment,
- (b) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- (c) Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.



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- b. With respect to conduct between fellow employees, an employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless the employer can show that it took immediate and appropriate corrective action.
- c. The employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action.
- d. The employer should take all steps necessary to prevent sexual harassment from occurring, such as affirmatively raising the subject, expressing strong disapproval, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment under Title VII, and developing methods to sensitize all concerned.
  - (1) The employee may submit a complaint, under 29 CFR 1604 to the Affirmative Action Officer.
  - (2) Upon receipt of the complaint the employer shall initiate the grievance procedure in accordance with Regulation 1552.
- e. Where employment opportunities or benefits are granted because of an individual's submission to the employer's sexual advances or requests for sexual favors, the employer may be held liable for unlawful sex discrimination against other individuals who were qualified for but denied that employment opportunity or benefit.



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2. Job Opportunities Advertising – 29 CFR 1604.5

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

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

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

4. Fringe Benefits – 29 CFR 1604.9

- a. “Fringe benefits,” as used in 29 CFR 1604.9, Regulation 1552, and this Policy, includes medical, hospital, accident, life insurance and retirement benefits; profit-sharing and bonus plans; leave; and other terms, conditions, and privileges of employment.
- b. It shall be an unlawful employment practice for the employer to discriminate between men and women with regard to fringe benefits.
- c. Where the employer conditions benefits available to employees and their spouses and families on whether the employee is the “head of the household” or “principal wage earner” in the family unit, the benefits tend to be available only to male employees and their families. Due to the fact



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that such conditioning discriminatorily affects the rights of women employees, and that “head of household” or “principal wage earner” status bears no relationship to job performance, benefits which are so conditioned will be found a prima facie violation of the prohibitions against sex discrimination contained in Title VII of the Civil Rights Act of 1964 (Act).

- d. It shall be an unlawful employment practice for the employer to make available benefits for the wives and families of male employees where the same benefits are not made available for the husbands and families of female employees; or to make available benefits for the wives of male employees which are not made available for female employees; or to make available benefits to the husbands of female employees which are not made available for male employees. An example of such an unlawful employment practice is a situation in which wives of male employees receive maternity benefits while female employees receive no such benefits.
  - e. It shall not be a defense under Title VII to a charge of sex discrimination in benefits that the cost of such benefits is greater with respect to one sex than the other.
  - f. It shall be an unlawful employment practice for the employer to have a pension or retirement plan which establishes different optional or compulsory retirement ages based on sex, or which differentiates in benefits on the basis of sex.
5. Employment Policies Relating to Pregnancy and Childbirth – 29 CFR 1604.10
- a. A written or unwritten employment policy or practice which excludes from employment applicants or employees because of pregnancy, childbirth or related medical conditions is in prima facie violation of Title VII.



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- b. Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions, for all job-related purposes, shall be treated the same as disabilities caused or contributed to by other medical conditions, under any health or disability insurance or sick leave plan available in connection with employment. Written or unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, reinstatement, and payment under any health or disability insurance or sick leave plan, formal or informal, shall be applied to disability due to pregnancy, childbirth or related medical conditions on the same terms and conditions as they are applied to other disabilities.
  - c. Where the termination of an employee who is temporarily disabled is caused by an employment policy under which insufficient or no leave is available, such a termination violates the Act if it has a disparate impact on employees of one sex and is not justified by business necessity.
  - d. Any fringe benefit program implemented after October 31, 1978, must comply with the provisions of 29 CFR 1604.10(b) upon implementation.
- B. Title IX of the Education Amendments of 1972 – 34 CFR 106
- 1. Definitions – Title IX – 34 CFR 106.2 and 34 CFR 106.30
    - a. “Sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:
      - (1) An employee of the employer conditioning the provision of an aid, benefit, or service of the employer on an individual’s participation in unwelcome sexual conduct;



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- (2) Unwelcome conduct determined by a reasonable individual to be so severe, pervasive, and objectively offensive that it effectively denies an individual equal access to the employer's education program or activity; or
        - (3) “Sexual assault” as defined in 20 USC 1092(f)(6)(A)(v), “dating violence” as defined in 34 USC 12291(a)(10), “domestic violence” as defined in 34 USC 12291(a)(8), or “stalking” as defined in 34 USC 12291(a)(30).
      - b. “Program or activity” and “program” means all of the operations of a local educational agency (as defined in 20 USC 8801), system of vocational education, or other school system.
      - c. “Title IX” means Title IX of the Education Amendments of 1972, Pub. L. 92-318, as amended by section 3 of Pub. L. 93-568, 88 Stat. 1855, except sections 904 and 906 thereof; 20 USC 1681, 1682, 1683, 1685, 1686.
2. Effect of Employment Opportunities – 34 CFR 106.7  

The employer’s obligation to comply with 34 CFR 106, Regulation 1552, and this Policy is not obviated or alleviated because employment opportunities in any occupation or profession are or may be more limited for members of one sex than for members of the other sex.
3. Designation of Title IX Coordinator and Notice to Employees – 34 CFR 106.8
  - a. The employer must designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under 34 CFR 106, which employee must be referred to as the “Title IX Coordinator.”



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- b. The employer must notify applicants for employment, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the employer, of the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator.
  - (1) Any individual may report sex discrimination, including sexual harassment (whether or not the individual reporting is the individual alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the individual's verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator.
  - (2) Sexual harassment may take place electronically or on an online platform used by the school, including, but not limited to, computer and internet networks; digital platforms; and computer hardware or software owned or operated by, or used in the operations of the school.
- c. Dissemination of Policy
  - (1) Notification of Policy
    - (a) The employer must notify applicants for employment, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the employer, that the employer does not



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discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX and 34 CFR 106 not to discriminate in such a manner. Such notification must state that the requirement not to discriminate in the education program or activity extends to employment, and that inquiries about the application of Title IX and 34 CFR 106 to such employer may be referred to the employer’s Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

(2) Publications

- (a) Each employer must prominently display the contact information required to be listed for the Title IX Coordinator and this Policy on its website, if any, and in each handbook or catalog that it makes available to applicants for employment, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the employer.
- (b) The employer must not use or distribute a publication stating that the employer treats applicants for employment or employees differently on the basis of sex except as such treatment is permitted by Title IX or 34 CFR 106.

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

a. Employment – 34 CFR 106.51



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(1) General

- (a) No individual shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in employment, or recruitment, consideration, or selection therefor, whether full-time or part-time, under any education program or activity operated by the employer which receives Federal financial assistance.
- (b) The employer shall make all employment decisions in any education program or activity operated by such employer in a nondiscriminatory manner and shall not limit, segregate, or classify applicants or employees in any way which could adversely affect any applicant's or employee's employment opportunities or status because of sex.
- (c) The employer shall not enter into any contractual or other relationship which directly or indirectly has the effect of subjecting employees or students to discrimination prohibited by 34 CFR 106 Subpart E, including relationships with employment and referral agencies, with labor unions, and with organizations providing or administering fringe benefits to employees of the employer.
- (d) The employer shall not grant preferences to applicants for employment on the basis of attendance at any educational institution or entity which admits as students only or predominantly members of one sex, if the giving of such preferences has the effect of discriminating on the basis of sex in violation of 34 CFR 106.



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- (2) 34 CFR 106 Subpart E applies to:
- (a) Recruitment, advertising, and the process of application for employment;
  - (b) Hiring, upgrading, promotion, consideration for and award of tenure, demotion, transfer, layoff, termination, application of nepotism policies, right of return from layoff, and rehiring;
  - (c) Rates of pay or any other form of compensation, and changes in compensation;
  - (d) Job assignments, classifications and structure, including position descriptions, lines of progression, and seniority lists;
  - (e) The terms of any collective bargaining agreement;
  - (f) Granting and return from leaves of absence, leave for pregnancy, childbirth, false pregnancy, termination of pregnancy, leave for individuals of either sex to care for children or dependents, or any other leave;
  - (g) Fringe benefits available by virtue of employment, whether or not administered by the employer;
  - (h) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, selection for tuition assistance, selection for sabbaticals and leaves of absence to pursue training;
  - (i) Employer-sponsored activities, including those that are social or recreational; and



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- (j) Any other term, condition, or privilege of employment.
- b. Employment Criteria – 34 CFR 106.52
  - (1) The employer shall not administer or operate any test or other criterion for any employment opportunity which has a disproportionately adverse effect on individuals on the basis of sex unless:
    - (a) Use of such test or other criterion is shown to predict validly successful performance in the position in question; and
    - (b) Alternative tests or criteria for such purpose, which do not have such disproportionately adverse effect, are shown to be unavailable.
- c. Recruitment – 34 CFR 106.53
  - (1) Nondiscriminatory Recruitment and Hiring

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

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



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- d. Compensation – 34 CFR 106.54
  - (1) The employer shall not make or enforce any policy or practice which, on the basis of sex:
    - (a) Makes distinctions in rates of pay or other compensation;
    - (b) Results in the payment of wages to employees of one sex at a rate less than that paid to employees of the opposite sex for equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions.
  
- e. Job Classification and Structure – 34 CFR 106.55
  - (1) The employer shall not:
    - (a) Classify a job as being for males or for females;
    - (b) Maintain or establish separate lines of progression, seniority lists, career ladders, or tenure systems based on sex; or
    - (c) Maintain or establish separate lines of progression, seniority systems, career ladders, or tenure systems for similar jobs, position descriptions, or job requirements which classify individuals on the basis of sex, unless sex is a bona-fide occupational qualification for the positions in question as set forth in 34 CFR 106.61.



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- f. Fringe Benefits – 34 CFR 106.56
- (1) For the purpose of 34 CFR 106, “fringe benefits” means: Any medical, hospital, accident, life insurance or retirement benefit, service, policy or plan, any profit-sharing or bonus plan, leave, and any other benefit or service of employment not subject to the provision of 34 CFR 106.54.
  - (2) The employer shall not:
    - (a) Discriminate on the basis of sex with regard to making fringe benefits available to employees or make fringe benefits available to spouses, families, or dependents of employees differently upon the basis of the employee’s sex;
    - (b) Administer, operate, offer, or participate in a fringe benefit plan which does not provide either for equal periodic benefits for members of each sex, or for equal contributions to the plan by the employer for members of each sex; or
    - (c) Administer, operate, offer, or participate in a pension or retirement plan which establishes different optional or compulsory retirement ages based on sex or which otherwise discriminates in benefits on the basis of sex.
- g. Marital or Parental Status – 34 CFR 106.57
- (1) The employer shall not apply any policy or take any employment action:
    - (a) Concerning the potential marital, parental, or family status of an employee or applicant for employment which treats individuals differently on the basis of sex; or



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- (b) Which is based upon whether an employee or applicant for employment is the head of household or principal wage earner in such employee's or applicant's family unit.
- (2) The employer shall not discriminate against or exclude from employment any employee or applicant for employment on the basis of pregnancy, childbirth, false pregnancy, termination of pregnancy, or recovery therefrom.
- (3) The employer shall treat pregnancy, childbirth, false pregnancy, termination of pregnancy, and recovery therefrom and any temporary disability resulting therefrom as any other temporary disability for all job-related purposes, including commencement, duration and extensions of leave, payment of disability income, accrual of seniority and any other benefit or service, and reinstatement, and under any fringe benefit offered to employees by virtue of employment.
- (4) In the case of the employer which does not maintain a leave policy for its employees, or in the case of an employee with insufficient leave or accrued employment time to qualify for leave under such a policy, the employer shall treat pregnancy, childbirth, false pregnancy, termination of pregnancy, and recovery therefrom as a justification for a leave of absence without pay for a reasonable period of time, at the conclusion of which the employee shall be reinstated to the status which the employee held when the leave began or to a comparable position, without decrease in rate of compensation or loss of promotional opportunities, or any other right or privilege of employment.



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

- (1) The obligation to comply with 34 CFR 106.58 is not obviated or alleviated by the existence of any State or local law or other requirement which imposes prohibitions or limits upon employment of members of one sex which are not imposed upon members of the other sex.
- (2) The employer which provides any compensation, service, or benefit to members of one sex pursuant to a State or local law or other requirement shall provide the same compensation, service, or benefit to members of the other sex.

i. Advertising – 34 CFR 106.59

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

j. Pre-Employment Inquiries – 34 CFR 106.60

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



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

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

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

- a. The obligations imposed by 34 CFR 106 are independent of, and do not alter, obligations not to discriminate on the basis of sex imposed by Executive Order 11246, as amended; sections 704 and 855 of the Public Health Service Act (42 USC 292d and 298b-2); Title VII of the Civil Rights Act of 1964 (42 USC 2000e et seq.); the Equal Pay Act (29 USC 206 and 206(d)); and any other Act of Congress or Federal regulation.
- b. Nothing in 34 CFR 106 may be read in derogation of any individual's rights under Title VII of the Civil Rights Act of 1964, 42 USC 2000e et seq. or any regulations promulgated thereunder.

C. Grievance Procedures

- 1. Upon receiving a complaint alleging sexual harassment, the employer shall review the alleged conduct to determine whether to apply the grievance procedure for Title VII or Title IX outlined in Regulation 1552. When making this determination, the



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Superintendent or designee should consult with the Board Attorney to determine which definition of sexual harassment (Title VII, Title IX, or both), applies to the alleged conduct. If the alleged conduct is addressed by both definitions, the employer shall proceed with the grievance procedure outlined for Title IX in Section B. of Regulation 1552.

- a. Title VII of the Civil Rights Act of 1964 – 29 CFR 1604
  - (1) Upon receipt of a complaint of sexual harassment under Title VII, the employer shall follow the grievance procedure outlined in Section A. of Regulation 1552.
  
- b. Title IX of the Education Amendments of 1972 – 34 CFR 106
  - (1) Upon receipt of a complaint of sexual harassment under Title IX, the employer shall follow the grievance procedure outlined in Section B. of Regulation 1552.
  
  - (2) The employer must provide to applicants for employment, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the employer notice of the employer's Title IX grievance procedures and grievance process, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the employer will respond.

29 CFR 1604  
34 CFR 106

Adopted: 05 May 2026



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**M**

## R 1552 SEXUAL HARASSMENT – STAFF

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

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

#### 1. Sexual Harassment – 29 CFR 1604.11

##### a. Definition of Sexual Harassment – Title VII

- (1) Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
  - (a) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
  - (b) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
  - (c) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.



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- b. With respect to conduct between fellow employees, an employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can show that it took immediate and appropriate corrective action.
- c. The employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action.
- d. The employer should take all steps necessary to prevent sexual harassment from occurring, such as affirmatively raising the subject, expressing strong disapproval, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment under Title VII, and developing methods to sensitize all concerned.
  - (1) The employee may submit a complaint, under 29 CFR 1604 to the Affirmative Action Officer.
  - (2) Upon receipt of the complaint the employer shall initiate the grievance procedure in accordance with Regulation 1552.
- e. Where employment opportunities or benefits are granted because of an individual's submission to the employer's sexual advances or requests for sexual favors, the employer may be held liable for unlawful sex discrimination against other individuals who were qualified for but denied that employment opportunity or benefit.

## 2. Grievance Procedure for Title VII Complaints

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



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a. Reporting of Sexual Harassment Conduct

- (1) Any individual with any information regarding actual and/or potential sexual harassment of an employee must report the information to the Principal, their immediate supervisor, the Title IX Coordinator, or the Affirmative Action Officer. The employer's Title IX Coordinator and the Affirmative Action Officer may be the same individual.
- (2) The employer can learn of sexual harassment through other means such as from a witness to an incident, an anonymous letter, or a telephone call.
- (3) The report may be made: in person; in writing; verbally by telephone; by mail to the office address; or by electronic mail. The report may be reported during business or non-business hours.
- (4) A report to the Principal or an immediate supervisor will be forwarded to the Superintendent or designee and Affirmative Action Officer within one working day, even if the Principal or immediate supervisor feels sexual harassment conduct was not present.
- (5) In the event the report alleges conduct by the Principal or the Affirmative Action Officer, the report shall be submitted to the Superintendent who will designate a school official to assume the Principal's or Affirmative Action Officer's responsibilities.

b. Affirmative Action Officer's Investigation

- (1) Upon receipt of any report of potential sexual harassment conduct, the Affirmative Action Officer will begin an immediate investigation. The Affirmative Action Officer will promptly investigate all alleged complaints of sexual



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harassment, whether or not a formal grievance is filed, and steps will be taken to resolve the situation, if needed. This investigation will be prompt, thorough, and impartial. The investigation will be completed no more than ten working days after receiving notice.

- (2) When an employee provides information about possible sexual harassment, the Affirmative Action Officer will initially discuss what actions the employee seeks in response to the sexual harassment.
- (3) The investigation may include, but is not limited to, interviews with all individuals with potential knowledge of the alleged conduct, interviews with any employee(s) who may have been sexually harassed in the past by the employee, and any other reasonable methods to determine if sexual harassment conduct existed.
- (4) The Affirmative Action Officer may request an employee involved in the investigation to assist in the investigation.
- (5) The Affirmative Action Officer will provide a copy of Policy 1552 and this Regulation to all individuals who are interviewed with potential knowledge, upon request, and to any other individual the Affirmative Action Officer feels would be served by a copy of such documents.
- (6) Any individual interviewed by the Affirmative Action Officer may be provided an opportunity to present witnesses and other evidence.
- (7) The Affirmative Action Officer and/or Superintendent will contact law enforcement agencies if the conduct could potentially be criminal in nature.



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- (8) The employer may take interim measures during an investigation of a complaint.
  - (9) The Affirmative Action Officer will consider particular issues of welcomeness based on the allegations.
- c. Investigation Results
- (1) Upon the conclusion of the investigation, but not later than ten working days after reported to the Affirmative Action Officer, the Affirmative Action Officer will prepare a summary of findings to the parties. At a minimum, this summary shall include the individual(s) providing notice to the employer and the employee(s) who was alleged to be sexually harassed.
  - (2) The Affirmative Action Officer shall make a determination whether sexual harassment conduct was present.
  - (3) If the Affirmative Action Officer concludes sexual harassment conduct was not, or is not present, the investigation is concluded.
  - (4) If the Affirmative Action Officer determines that sexual harassment has occurred, the employer shall take reasonable and effective corrective action, including steps tailored to the specific situation. Appropriate steps will be taken to end the harassment such as counseling, warning, and/or disciplinary action. The steps will be based on the severity of the harassment or any record of prior incidents or both. A series of escalating consequences may be necessary if the initial steps are ineffective in stopping the harassment.



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- (5) In the event the Affirmative Action Officer determines a hostile environment exists, the Superintendent shall take steps to eliminate the hostile environment. The employer may need to deliver special training or other interventions to repair the educational environment. Other measures may include directing the harasser to apologize to the employee that was sexually harassed, dissemination of information, distribution of new policy statements or other steps to communicate the message that the employer does not tolerate sexual harassment and will be responsive to any employee that reports such conduct.
- (6) In some situations, the employer may need to provide other services to the employee that was sexually harassed, if necessary, to address the effects of the sexual harassment on that employee. Depending on the type of sexual harassment found, these additional services may include an independent reassessment of the work performance of the employee that was sexually harassed, counseling, and/or other measures that are appropriate to the situation.
- (7) The Superintendent will take steps to avoid any further sexual harassment and to prevent any retaliation against the employee who made the complaint, was the subject of the sexual harassment, or against those who provided the information or were witnesses.
  - (a) The Affirmative Action Officer will inform the employee that was sexually harassed to report any subsequent problems and will make follow-up inquiries to see if there have been any new incidents or retaliation.
- (8) All sexual harassment grievances and accompanied investigation notes will be maintained in a confidential file by the Affirmative Action Officer.



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- d. Affirmative Action Officer's Investigation Appeal Process
  - (1) Any individual found by the Affirmative Action Officer's investigation to be guilty of sexual harassment conduct, or any individual who believes they were sexually harassed but not supported by the Affirmative Action Officer's investigation, may appeal to the Superintendent.
    - (a) The Superintendent will make their determination within ten working days of receiving the appeal.
  - (2) Any individual who is not satisfied with the Superintendent's determination may appeal in writing to the Board.
    - (a) The Board will make its determination within forty-five calendar days of receiving an appeal from the Superintendent's determination.

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

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

- a. Any alleged victim of sexual harassment may appeal a decision of the Affirmative Action Officer, Superintendent, or the employer to the EEOC.
- b. Any individual may report an allegation of sexual harassment to the EEOC at any time. If the EEOC is asked to investigate or otherwise resolve incidents of sexual harassment of employees, the EEOC will consider whether:
  - (1) The employer has a policy prohibiting sexual harassment and a grievance procedure;



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- (2) The employer has appropriately investigated or otherwise responded to allegations of sexual harassment; and
- (3) The employer has taken immediate and appropriate corrective action responsive to quid pro quo or hostile environment sexual harassment.

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

1. Definitions – 34 CFR 106.30

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

- (1) “Sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:
  - (a) An employee of the employer conditioning the provision of an aid, benefit, or service of the employer on an employee’s participation in unwelcome sexual conduct;
  - (b) Unwelcome conduct determined by a reasonable individual to be so severe, pervasive, and objectively offensive that it effectively denies an individual equal access to the employer’s education program or activity; or
  - (c) “Sexual assault” as defined in 20 USC 1092(f)(6)(A)(v), “dating violence” as defined in 34 USC 12291(a)(10), “domestic violence” as defined in 34 USC 12291(a)(8), or “stalking” as defined in 34 USC 12291(a)(30).
- (2) “Complainant” means an employee currently employed by the employer who is alleged to be the victim of conduct that could constitute sexual harassment.



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- (3) “Decision-maker” (34 CFR 106.45(b)(7)) means an employee(s) who is not the Title IX Coordinator or the employee who conducted the investigation, designated by the Superintendent, to objectively evaluate the relative evidence and reach conclusions about whether the respondent is responsible for the alleged sexual harassment in accordance with the provisions of 34 CFR 106.
- (4) “Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the employer investigate the allegation of sexual harassment. The phrase “document filed by a complainant” means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the employer) that contains the complainant’s physical or digital signature, or otherwise indicates that the complainant is the individual filing the formal complaint.
- (5) “Investigator” (34 CFR 106.45(b)(5)) means an employee(s) who may be the Title IX Coordinator and who is not a decision-maker designated by the Superintendent to investigate alleged sexual harassment in accordance with 34 CFR 106. The investigator may be the employer’s Affirmative Action Officer only if the Affirmative Action Officer is not the Title IX decision-maker.
- (6) “Program or activity” and “program” (34 CFR 106.2(h)(2)(ii)) means all of the operations of a local educational agency (as defined in 20 USC 8801), system of vocational education, or other school system.
- (a) “Education program or activity” (34 CFR 106.44(a)) includes locations, events, or circumstances over which the employer exercised substantial control over both the respondent and the context in which the sexual harassment occurs.



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- (7) “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.
- (8) “Title IX Coordinator” (34 CFR 106.8(a)) means an individual designated and approved by the employer to coordinate its efforts to comply with its responsibilities under 34 CFR 106, Policy 1552, and this Regulation. The individual must be referred to as the “Title IX Coordinator” and may also be the investigator but cannot be the decision-maker.

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

- a. The employer with actual knowledge of sexual harassment in an education program or activity of the employer against an individual in the United States, must respond promptly in a manner that is not deliberately indifferent.
  - (1) The employer has “actual knowledge” when an employee receives a complaint of sexual harassment or an employee is aware of behavior that could constitute sexual harassment.
    - (a) Any school employee who receives a complaint of sexual harassment or is aware of behavior that could constitute sexual harassment is required to report that information to the Title IX Coordinator.
  - (2) The employer is deliberately indifferent only if the employer’s response to sexual harassment is clearly unreasonable in light of the known circumstances, pursuant to 34 CFR 106.44(a).

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



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b. Informal Resolution – 34 CFR 106.45

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

(a) Provides to the parties a written notice disclosing: the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided; however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared; and

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

3. Grievance Process - 34 CFR 106.45

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



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- b. Parents, students, unions and associations, and staff members shall receive notice of the grievance procedures and the Title IX Coordinator's name or title, office, address, email address, and telephone number in accordance with 34 CFR 106.8(a).
- c. The employer's grievance process may, but need not, provide for a hearing pursuant to 34 CFR 106.45(b)(6)(ii).
- d. The Title IX Coordinator must promptly contact the complainant in accordance with 34 CFR 106.44(a).
- e. In response to a formal complaint, the employer will follow a grievance process that complies with 34 CFR 106.45.
  - (1) Upon receipt of a formal complaint, the Title IX Coordinator shall provide written notice to the parties who are known in accordance with 34 CFR 106.45(b)(2)(i).
  - (2) The Title IX Coordinator shall provide the investigator with a copy of the formal complaint if the Title IX Coordinator is not the investigator.
  - (3) The investigator shall investigate the allegations contained in a formal complaint pursuant to 34 CFR 106.45(b).
- f. The investigator shall create an investigative report in accordance with the provisions of 34 CFR 106.45(b)(5)(vii).
  - (1) The investigator will attempt to collect all relevant information and evidence.
  - (2) While the investigator will have the burden of gathering evidence, it is crucial that the parties present evidence and identify witnesses to the investigator so that they may be considered during the investigation.



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- (3) While all evidence gathered during the investigative process and obtained through the exchange of written questions will be considered, the decision-maker may in their discretion grant lesser weight to last minute information or evidence introduced through the exchange of written questions that was not previously presented for investigation by the investigator.
  - (4) To the greatest extent possible, and subject to Title IX, the employer will make reasonable accommodations in an investigation to avoid potential re-traumatization of a complainant.
  - (5) The investigative report shall be provided to the decision-maker in accordance with the provisions of 34 CFR 106.45(b)(6)(ii).
- g. The decision-maker, who cannot be the same person as the Title IX Coordinator or the investigator, shall issue a written determination regarding responsibility pursuant to 34 CFR 106.45(b)(7).
- (1) To reach this determination, the decision-maker will apply the preponderance of the evidence standard, which shall be the same standard of evidence for formal complaints against students as for formal complaints against employees, including faculty, and apply the same standard of evidence to all formal complaints of sexual harassment pursuant to 34 CFR 106.45(b)(1)(vii).



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- (2) The decision-maker will facilitate a written question and answer period between the parties.
  - (a) Each party may submit their written questions for the other party and witnesses to the decision-maker for review.
  - (b) The questions must be relevant to the case and the decision-maker will determine if the questions submitted are relevant and will then forward the relevant questions to the other party or witnesses for a response.
  - (c) The decision-maker shall then review all the responses, determine what is relevant or not relevant, and issue a decision as to whether the respondent is responsible for the alleged sexual harassment.
  - (d) The decision-maker will issue a written determination following the review of evidence. The written determination will include:
    - (i) Identification of allegations potentially constituting sexual harassment as defined in Policy and Regulation 1552 and 34 CFR 106.30;
    - (ii) A description of the procedural steps taken from the receipt of the complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
    - (iii) Findings of fact supporting the determination, conclusions regarding the application of this formal grievance process to the facts; and



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- (iv) A statement of and rationale for the result as to each allegation, including any determination regarding responsibility, any disciplinary sanctions the decision-maker imposed on the respondent that directly relate to the complainant, and whether remedies designed to restore or preserve equal access to the employer's education program or activity will be provided to the complainant; and procedures and permissible bases for the parties to appeal the determination.
  - (e) The written determination will be provided to the parties simultaneously.
  - (f) Notwithstanding a temporary delay of the grievance procedure or the limited extension of the grievance procedure time frames with good cause, the written determination shall be provided within sixty calendar days from receipt of the complaint.
    - (i) The sixty calendar day time frame does not include the appeal process.
4. Appeals – 34 CFR 106.45(b)(8)
- a. The employer will offer both parties an appeal from a determination regarding responsibility, and from the Title IX Coordinator's dismissal of a formal complaint or any allegations therein in accordance with 34 CFR 106.45(b)(8)(i).
  - b. As to all appeals, the employer will comply with the requirements of 34 CFR 106.45(b)(8).
  - c. The Superintendent shall designate an appeal officer for each appeal filed.



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- (1) The appeal officer shall not be the same individual as the decision-maker that reached the determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator in accordance with 34 CFR 106.45(b)(8)(iii)(B).
  - (2) Ensure that the appeal officer complies with the standards set forth in 34 CFR 106.45(b)(1)(iii).
- d. The employer shall give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
- e. The employer shall administer the appeal process, but is not a party and will not advocate for or against any appeal.
- f. A party may appeal only on the following grounds and the appeal shall identify the reason(s) why the party is appealing:
- (1) There was a procedural error in the hearing process that materially affected the outcome;
    - (a) Procedural error refers to alleged deviations from employer policy, and not challenges to policies or procedures themselves;
  - (2) There is new evidence that was not reasonably available at the time of the hearing and that could have affected the outcome;
  - (3) The decision-maker had a conflict of interest or bias that affected the outcome;
  - (4) The determination regarding the policy violation was unreasonable based on the evidence before the decision-maker;



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- (a) Appealing on this basis is available only to a party who participated in the hearing; and
- (5) The sanctions were disproportionate to the hearing officer's findings.
- (6) The employer may offer an appeal equally to both parties on additional bases.
- g. The appeal must be submitted in writing to the Title IX Coordinator within ten calendar days following the issuance of the notice of determination.
- h. The appeal must identify the ground(s) for appeal and contain specific arguments supporting each ground for appeal.
- i. The Title IX Coordinator shall notify the other party of the appeal, and that other party shall have an opportunity to submit a written statement in response to the appeal, within ten calendar days.
- j. The Title IX Coordinator shall inform the parties that they have an opportunity to meet with the appeal officer separately to discuss the proportionality of the sanction.
- k. The appeal officer shall decide the appeal considering the evidence presented at the hearing, the investigation file, and the appeal statements of both parties.
- l. In disproportionate sanction appeals, input the parties provided during the meeting may also be considered.
- m. The appeal officer shall summarize their decision in a written report that will be sent to the complainant and respondent within twenty calendar days of receiving the appeal.



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5. Supportive Measures – 34 CFR 106.30

- a. “Supportive measures” mean non-disciplinary, non-punitive, individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed pursuant to 34 CFR 106.30(a).
- b. The employer’s response must treat complainants and respondents equitably by offering supportive measures as defined in 34 CFR 106.30 to a complainant, and by following a grievance process that complies with 34 CFR 106.45 before the imposition of any disciplinary sanctions or other actions that are not supportive measures as defined in 34 CFR 106.30, against a respondent.
- c. The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures as defined in 34 CFR 106.30, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.
  - (1) Supportive measures shall be available to the complainant, respondent, and as appropriate, witnesses or other impacted individuals.
- d. The Title IX Coordinator shall maintain consistent contact with the parties to ensure that safety, emotional well-being and physical well-being are being addressed.
- e. Generally, supportive measures are meant to be short-term in nature and will be re-evaluated on a periodic basis.
  - (1) To the extent there is a continuing need for supportive measures after the conclusion of the resolution process, the Title IX Coordinator will work with appropriate employer resources to provide continued assistance to the parties.



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

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

6. Remedies - 34 CFR 106.45

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

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

(1) Emergency Removal

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



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(2) Administrative Leave

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

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

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

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

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

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

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



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7. Recordkeeping – 34 CFR 106.45(b)(10)
  - a. The employer must maintain for a period of seven years records of:
    - (1) Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript required under 34 CFR 106.45(b)(6)(i), any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the employer’s education program or activity;
    - (2) Any appeal and the result therefrom;
    - (3) Any informal resolution and the result therefrom; and
    - (4) All materials used to train Title IX Coordinators, investigators, decision-makers, and any individual who facilitates an informal resolution process. The employer must make these training materials publicly available on its website, or if the employer does not maintain a website the employer must make these materials available upon request for inspection by members of the public.
  - b. For each response required under 34 CFR 106.44, the employer must create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the employer must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the employer’s education program or activity. If the employer does not provide a complainant with supportive measures, then the employer must document the reasons why such a response was not clearly unreasonable in light of the known



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

8. Compliance

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

9. Training

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

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

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

Adopted: 05 May 2026



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## R 2530 RESOURCE MATERIALS

### A. Definition

“Resource materials” means all those sources of information for the use of students that have not been designated as textbooks and generally must be shared by individual students. Resource materials include, but are not limited to, reference materials; fiction and nonfiction books; maps; audio and audio-visual materials; pamphlets; periodicals; pictures; online references; other supplementary titles; and other sources of information for use by students that are not designated as textbooks. Resource materials are not library material as defined in N.J.S.A. 18A:34A-3 and Policy and Regulation 2535.

### B. Selection Process

1. The teaching staff member shall submit written requests for new resource materials to the Principal or designee in the teaching staff member’s school building. Each written request should include:
  - a. The name and originator of the resource material;
  - b. The publisher or distributor;
  - c. A brief description of the resource material; and
  - d. The reason for the request, including the relevance of the resource material to the instructional program;
2. All written requests will be forwarded to the Superintendent or designee for consideration; and
3. The Superintendent or designee shall evaluate each written request against the selection standards as outlined in C. below and the amount budgeted for resource materials in the current or succeeding school year, as appropriate.



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4. The Superintendent or designee will develop a list of recommended purchases. The list may include multiple copies of resource materials when a high level of interest and need is anticipated.
- C. Selection Standards
- Standards to be applied in the selection of resource materials are those set forth below:
1. Resource materials will be suited to the varied interests, abilities, reading levels, and maturation levels of the students to be served.
  2. Wherever appropriate, resource materials will provide major opposing views on controversial issues so that students may develop, under guidance, the practice of critical reading and thinking.
  3. Wherever appropriate, resource materials will include the basic tenets of multiculturalism in accordance with N.J.A.C. 6A:7-1.7.
  4. Resource materials will be factually accurate, as appropriate, and of genuine literary or artistic value.
  5. Resource materials will be of a quality and durability appropriate to their intended uses.
  6. Resource materials will relate to, support, and enrich the curriculum adopted by the Board of Education.
  7. Resource materials will support the New Jersey Student Learning Standards.
- D. Periodic Removal of Resource Materials
1. The Superintendent or designee shall conduct a periodic review of resource materials for their:
    - a. Continuing usefulness;



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- b. Relevance to the curriculum and the New Jersey Student Learning Standards;
  - c. Representation of the needs and interests of all grade levels, subject areas, and departments; and
  - d. Balance of content, types of resource materials, and manner of presentation.
- 2. Standard resource materials subject to frequent use that are worn or missing should be replaced periodically.
  - 3. Outdated resource materials and resource materials no longer relevant to the curriculum may be withdrawn from the collection on Board of Education approval.
  - 4. Any request by an individual for the removal of resource materials will be governed by Policy and Regulation 9130.

Adopted: 05 May 2026



# POLICY GUIDE

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## 2535 LIBRARY MATERIAL

The Board of Education believes the freedom to read is a human right, constitutionally protected by the First Amendment of the United States Constitution, and individuals have the right to free inquiry and the right to form their own opinions. The freedom to read does not require an individual to agree with topics or themes within a material, but instead allows a reader to explore and engage with differing perspectives to form and inform their own views pursuant to the “Freedom to Read Act” N.J.S.A. 18A:34A-1 through N.J.S.A. 18A:34A-7.

In accordance with N.J.S.A. 18A:34A-4, the purpose of Regulation 2535 and this Policy is to: provide standards for the curation of library material, establish criteria for the removal of existing school library material or library material selected for inclusion in the school library, and provide protection against attempts to censor library material.

### A. Definitions – N.J.S.A. 18A:34A-3

1. For the purpose of Policy and Regulation 2535:
  - a. “Board of Education” means a Board of Education as defined in N.J.S.A. 18A:18A-2, the Board of Directors of an educational services commission, a Board of Trustees of a charter school, a Board of Trustees of a renaissance school project, or any other local education agency.
  - b. “Censorship” means to block, suppress, or remove library material based on disagreement with a viewpoint, idea, or concept or solely because an individual finds certain content offensive, but does not include limiting or restricting access to any library material deemed developmentally inappropriate for certain students.
  - c. “Diverse and inclusive material” means any material that reflects any protected class as enumerated in the “Law Against Discrimination,” N.J.S.A. 10:5-1 et seq.; material



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produced by an author who is a member of a protected class as enumerated in the “Law Against Discrimination,” N.J.S.A. 10:5-1 et seq.; and material that contains the author’s points of view concerning contemporary problems and issues, whether international, national, or local; but excludes content that is inappropriate for grades served by the school library.

- d. “Individual with a vested interest” means any teaching staff member employed by the Board of Education, any parent of a student enrolled in the school district at the time the removal form required pursuant to N.J.S.A. 18A:34A-5 is filed, and any student enrolled in the district at the time the removal form required pursuant to N.J.S.A. 18A:34A-5 is filed.
- e. “Library material” means any material including, but not limited to, nonfiction and fiction books, magazines, reference books, supplementary titles, multimedia and digital material, software and instructional material, and other material not required as part of classroom instruction belonging to, on loan to, or otherwise in the custody of a school library.
- f. “School library staff member” means a school library media specialist, school librarian, any certificated or non-certificated staff member assigned to duties in a school library, or any individual carrying out or assisting with the functions of a school library media specialist or school librarian.

## B. Library Material Curation – N.J.S.A. 18A:34A-4

- 1. The Board of Education shall have control over the content of this Policy, except this Policy shall at a minimum:
  - a. Recognize that library material should be provided for the interest, information, and enlightenment of all students and should present diverse points of view in the collection as a whole;



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- b. Acknowledge that library material shall not be removed from a school library because of the origin, background, or views of the library material or those contributing to its creation;
  - c. Recognize the importance of school libraries as centers for voluntary inquiry and the dissemination of information and ideas;
  - d. Promote the free expression and free access to ideas by students by prohibiting the censorship of library material;
  - e. Acknowledge that a school library media specialist is professionally trained to curate and develop the school library collection that provides students with access to the widest array of developmentally appropriate library material available to schools; and
  - f. Establish a procedure for a school library staff member to review library material within a school library on an ongoing basis, which shall include, but not be limited to:
    - (1) The library material's relevance;
    - (2) The condition of the library material;
    - (3) The availability of duplicates;
    - (4) The availability of more recent developmentally appropriate library material; and
    - (5) The continued demand for the library material.
2. The Board of Education, in consultation with school library staff members, shall have discretion in selecting, purchasing, or acquiring library material for inclusion in the school library. Nothing in N.J.S.A. 18A:34A-4 or this Policy shall be construed to require the Board of Education to purchase, or otherwise acquire, library material for a school library.



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3. Nothing in N.J.S.A. 18A:34A-4 and this Policy shall be construed to restrict the Board of Education’s authority to select textbooks and school supplies related to the curriculum.

C. Library Material Recommendation and Selection Process

1. The school library staff member in each school building will accept the written requests of teaching staff members for new and revised library material. Each request should include:
  - a. The name and originator of the library material;
  - b. The publisher or distributor;
  - c. A brief description of the library material; and
  - d. The reason for the request, including the relevance of the library material to the instructional program.
2. The school library staff member shall review each recommendation against the standards for selection in B.1.f. above and the amount budgeted for library material in the current or succeeding school year, as appropriate.
3. The school library staff member shall present to the Superintendent or designee a list of recommended purchases of library material. The list will include multiple copies of library material when a high level of interest and need is anticipated.
4. Standards to be applied in the selection of library material shall relate to, support, and enrich the courses of study adopted by the Board of Education.

D. Censorship of School Library Material Prohibited, Right to Reserve, Check Out – N.J.S.A. 18A:34A-6

1. The Board of Education shall not remove library material from a school library in the district because of the origin, background, or views of the library material or those contributing to its creation, and shall not engage in censorship of library material.



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2. The Board of Education shall allow a student to reserve or check out any developmentally appropriate library material, including diverse and inclusive material, regardless of the origin, background, or views of the library material or those contributing to its creation.
- E. Removal Request Procedure
- Any request by an individual with a vested interest to have library material removed from a school library in the district shall follow the grievance procedure outlined in Regulation 2535 in accordance with N.J.S.A. 18A:34A-5.
- F. Immunity, School Library Staff – N.J.S.A. 18A:34A-7
- A school library staff member who engages in activities as required by N.J.S.A. 18A:34A-4 through 18A:34A-6 and B. through E. above shall be immune from civil and criminal liability arising from good faith actions performed pursuant to the provisions of N.J.S.A. 18A:34A-4 through 18A:34A-6 and B. through E. above.

N.J.S.A. 18A:34A-1 through N.J.S.A. 18A:34A-7

Adopted: 05 May 2026



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## R 2535 LIBRARY MATERIAL

Any individual with a vested interest requesting to have library material removed from a school library in the district shall follow the grievance procedure outlined below in accordance with the provisions of N.J.S.A. 18A:34A-5.

### A. Definitions – N.J.S.A. 18A:34A-3

#### 1. For the purpose of Policy 2535 and this Regulation:

- a. “Board of Education” means a Board of Education as defined in N.J.S.A. 18A:18A-2, the Board of Directors of an educational services commission, a Board of Trustees of a charter school, a Board of Trustees of a renaissance school project, or any other local education agency.
- b. “Censorship” means to block, suppress, or remove library material based on disagreement with a viewpoint, idea, or concept or solely because an individual finds certain content offensive, but does not include limiting or restricting access to any library material deemed developmentally inappropriate for certain students.
- c. “Diverse and inclusive material” means any material that reflects any protected class as enumerated in the “Law Against Discrimination,” N.J.S.A. 10:5-1 et seq.; material produced by an author who is a member of a protected class as enumerated in the “Law Against Discrimination,” N.J.S.A. 10:5-1 et seq.; and material that contains the author’s points of view concerning contemporary problems and issues, whether international, national, or local; but excludes content that is inappropriate for grades served by the school library.



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- d. “Individual with a vested interest” means any teaching staff member employed by the Board of Education, any parent of a student enrolled in the school district at the time the removal form required pursuant to N.J.S.A. 18A:34A-5 is filed, and any student enrolled in the district at the time the removal form required pursuant to N.J.S.A. 18A:34A-5 is filed.
  - e. “Library material” means any material including, but not limited to, nonfiction and fiction books, magazines, reference books, supplementary titles, multimedia and digital material, software and instructional material, and other material not required as part of classroom instruction belonging to, on loan to, or otherwise in the custody of a school library.
  - f. “School library staff member” means a school library media specialist, school librarian, any certificated or non-certificated staff member assigned to duties in a school library, or any individual carrying out or assisting with the functions of a school library media specialist or school librarian.
- B. The following procedure shall be adhered to any time an individual with a vested interest submits a complaint requesting removal of library material from any of the district’s school libraries.
- 1. Complaints about library material shall be made on a request for removal form and submitted to the Principal of the school building in which the library material is challenged to initiate a review of the material.
  - 2. The individual with a vested interest shall complete and sign a request for removal form available in the Principal’s office. The request for removal form shall include:
    - a. The title, author, and publisher of the library material at issue;



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- b. Sections of the library material to which the individual with a vested interest objects; and
    - c. An explanation of the reasons for the objection.
  3. Within five working days of the receipt of the request for removal form, the Principal or designee shall forward the request for removal to the Superintendent.
  4. Upon receipt of the request for removal form, the Superintendent or designee shall appoint a review committee consisting of:
    - a. The Superintendent or designee;
    - b. The Principal or designee of the school in which the library material is challenged;
    - c. The school library media specialist or a school library staff member;
    - d. A representative selected by the Board of Education;
    - e. At least one grade-appropriate teacher familiar with the library material, provided the teacher selected is not the individual who submitted the request for removal form;
    - f. A parent of a student enrolled in the school district, provided the parent selected is not the individual who submitted the request for removal form;
    - g. If appropriate, and at the discretion of the Superintendent, in cases where a student enrolled in the district in grades nine through twelve filed the request for removal form, a student enrolled in the district in grades nine through twelve may volunteer to serve on the review committee if that student did not file the request for removal form. The Superintendent shall consult with the Principal of the school involved in the removal request in making this determination; and





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9. All decisions on whether to remove from circulation, retain, or limit in use library material shall be based on the library material as a whole, not isolated passages.
10. All request for removal forms and outcomes shall be maintained in accordance with other similar records in the district.
11. Library material that has been challenged pursuant N.J.S.A. 18A:34A-5.b.(1) through 18A:34A-5.b.(5), Policy 2535, and this Regulation shall not be subject to challenge for at least one year in accordance with N.J.S.A. 18A:34A-5.b.(6).
12. The district may consolidate requests for removal of the same challenged library material in accordance with N.J.S.A. 18A:34A-5.b.(7).
13. The Board of Education's determination issued in accordance with N.J.S.A. 18A:34A-5, Policy 2535, and this Regulation which denies a request for removal shall not constitute a controversy or dispute pursuant to N.J.S.A. 18A:6-9. However, an individual with a vested interest, as defined in N.J.S.A. 18A:34A-3, may file a petition of appeal of the Board of Education's final determination to remove library material to the Commissioner of Education through the Office of Controversies and Disputes in accordance with N.J.S.A. 18A:6-9 and the procedures set forth in State Board of Education regulations.
14. Nothing in N.J.S.A. 18A:34A-1 through 18A:34A-7, Policy 2535, and this Regulation shall be construed as creating a separate legal cause of action regarding any determination issued pursuant to N.J.S.A. 18A:34A-1 through 18A:34A-7, Policy 2535, and this Regulation.
15. A school library staff member who engages in activities as required by N.J.S.A. 18A:34A-4 through 18A:34A-6 shall be immune from civil and criminal liability arising from good faith actions performed pursuant to the provisions of N.J.S.A. 18A:34A-4 through 18A:34A-6.

Adopted: 05 May 2026



## CONSULTANT SERVICES AGREEMENT

THIS **CONSULTANT SERVICES AGREEMENT** (this "Agreement"), effective **July 1, 2026** (the "Effective Date"), is made by and between **Manasquan Board of Education** ("Company"), and **Brown & Brown Metro, LLC** ("Consultant").

### Background

Company wishes to retain Consultant to perform certain specified advisory services as described in this Agreement. Consultant wishes to perform such services according to the terms and conditions in this Agreement for the compensation set forth in this Agreement. The parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year, unless sooner terminated as herein provided.

2. **Relationship of Parties.** Consultant is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. In consideration of the compensation paid to the Consultant by the Company, Consultant will provide services to the Company as an insurance consultant. Company acknowledges that Consultant, or its parent company, Brown & Brown, Inc. ("Parent"), and related or affiliated companies (collectively with Parent, "B&B Affiliates"), may provide services as an insurance agent on behalf of certain insurance carriers or risk-bearing entities. Company expressly consents to such relationship, if applicable, in the rendition of services by Consultant under this Agreement.

3. **Consultant Services.** Consultant, subject to the terms of this Agreement, shall provide certain services set forth in the attached Schedule A (the "Services"). **Nothing in this Agreement shall be construed to impose any obligations on Consultant, or limitations on Consultant's compensation, relative to services other than as specifically delineated above.**

(a) **Representations and Warranties.** Consultant represents and warrants that: (a) the Services shall be completed in a professional, workmanlike manner in accordance with applicable accepted professional practices and standards appropriate within the time and under the circumstances of the Services performed under this Agreement; and (b) the Services shall be completed in accordance with applicable specifications and SWOs set forth in the applicable Schedule A.

(b) **Warranty Remedy.** Company's sole remedy and Consultant's sole obligation in the event of a breach of warranty contained herein is, at Consultant's option: (i) to re-perform the Services at Consultant's cost or (ii) to refund the amounts paid by Company for the Services which were not as warranted, provided Consultant has received notice from Company within (30) days of the completion of the Services which Company alleges were not performed consistent with such warranty. If the Services, as so re-performed, are still unacceptable to Company, Company shall notify Consultant within thirty (30) days of such re-performance and shall be entitled to a refund of all amounts previously paid by Company to Consultant with respect to such unacceptable Services, or shall not be charged for or obligated to pay any amounts for such unacceptable Services. **CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.**

4. **Company Responsibilities.** In consideration of the Services provided by Consultant, Company agrees as follows:

(a) Company shall cooperate fully with Consultant and the insurance companies with whom Consultant solicits in the performance of Consultant's obligations under this Agreement.

(b) Company shall timely produce complete and accurate information including, but not limited to, current financial information, statements of values, loss information and any other information, necessary for the effectuation of insurance coverage at the request of Consultant. Company further agrees to provide Consultant with notice of any material changes in Company's business operations, risk exposures or in any other material information

provided under this Agreement. In addition, Company shall carefully read each insurance policy issued to Company in order to confirm the accuracy of the facts reflected therein and that the policy(ies) contain(s) the terms and coverages desired. Company is responsible for recommending any changes to insurance policies issued to Company.

5. **Compensation.** In consideration of the Services, Company shall compensate Consultant as set forth in Schedule B (the "Consultant Services Fee"). With regard to the Consultant Services Fee, Company and Consultant acknowledge and agree as follows:

(a) Compensation for the Services specified under this Agreement is exclusive of all federal, state and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges and fees. Any such taxes, charges or fees for the Services under this Agreement, now imposed or hereafter imposed during the term of this Agreement, shall be in addition to the compensation, premiums and charges set forth in this Agreement and shall be paid by Company upon request.

(b) Company acknowledges and agrees that the Consultant Services Fee is reasonable in relation to the Services to be provided by Consultant hereunder.

6. **Confidentiality.** To the extent consistent with performances of Consultant's duties under this Agreement, Consultant and Company agree to hold in confidence Confidential Information (defined below). Company acknowledges, however, that Consultant will disclose Confidential Information as reasonably required in the ordinary course of performing the Services to insurance companies and other insurance intermediaries. "**Confidential Information**" means all nonpublic information and all documents and other tangible items (whether recorded information, on paper, in computer readable format or otherwise) relating to the disclosing party's business (including without limitation business plans, manner of doing business, business results or prospects), proposals, recommendations, marketing plans, reports, any of which (i) at the time in question is either protectable as a trade secret or is otherwise of a confidential nature (and is known or should reasonably be known by receiving party as being of a confidential nature) and (ii) has been made known to or is otherwise learned by receiving party as a result of the relationship under this Agreement. Confidential Information should be protected with the same reasonable care as each party protects its own Confidential Information.

Confidential Information will not include any information, documents or tangible items which (i) are a matter of general public knowledge or which subsequently becomes publicly available (except to the extent such public availability is the result of a breach of this Agreement), (ii) were previously in possession of receiving party as evidenced by receiving party's existing written records, or (iii) are hereafter received by receiving party on a non-confidential basis from another source who is not, to receiving party's knowledge, bound by confidential or fiduciary obligations to disclosing party or otherwise prohibited from transmitting the same to receiving party. In the event that Consultant or Company become legally compelled to disclose any of the Confidential Information, they shall provide the other party with prompt notice so that such party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the other party waives compliance with the provisions of the Agreement, such party may disclose such information as is necessary or advisable to comply with the legal process.

7. **Termination.**

(a) Either party may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, which shall be specified in such written notice.

(b) Notwithstanding the provisions in sub-paragraph (a) above, Company may terminate this Agreement upon the happening of any one of the following causes: (i) Suspension or termination of Consultant's insurance license in the State of New Jersey if not cured by Consultant within sixty (60) days following such suspension or termination; (ii) Consultant's participation in any fraud; or (iii) Consultant's material failure to properly perform its duties and responsibilities hereunder because of Consultant's gross neglect, proven dishonesty, or commission of a felony.

(c) Notwithstanding the provisions in sub-paragraph (a) above, Consultant may terminate this Agreement upon the happening of any one of the following causes: (i) Company's failure to pay any Consultant Services Fee more than five (5) days after such payment is due; (ii) Company's participation in any fraud; or (iii) Company's

material failure to properly perform its duties and responsibilities hereunder because of Company's gross neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in sub-paragraphs (b) or (c) shall become effective upon the delivery of written notice of termination to the breaching party or at such later time as may be specified in the written notice.

(d) Termination of this Agreement shall not release Company from any accrued obligation to pay any sum to Consultant (whether then or thereafter payable) or operate to discharge any liability incurred prior to the termination date.

8. **Notices.** Any notices required or permitted to be given under this Agreement shall be sufficient if in writing by Certified Mail to:

If to Company:

Manasquan Board of Education  
2169 Broad Street, Manasquan, NJ 08736  
Attn: Peter Crawley  
Email: [pcrawley@manasquan.k12.nj.us](mailto:pcrawley@manasquan.k12.nj.us)

If to Consultant:

Brown & Brown Metro, LLC  
24 Arnett Avenue, Suite 110, Lambertville, NJ 08530  
Attn: Louis Della Penna, Jr.  
Email: [lou.dellapennajr@bbrown.com](mailto:lou.dellapennajr@bbrown.com)

With a copy to:

Brown & Brown, Inc.  
300 N. Beach Street, Daytona Beach, FL 32114  
Attn: Legal Department  
Email: [legal.notice@bbins.com](mailto:legal.notice@bbins.com)

or such other address as either shall give to the other in writing for this purpose.

9. **Indemnification.**

(a) **Consultant's Indemnification of Company.** Consultant shall indemnify, defend, and hold Company and its subsidiaries and affiliates and their respective officers, directors, employees, and agents harmless, to the maximum extent permitted by law, from and against any and all losses, damages, costs, expenses, (including, without limitation, reasonable attorneys fees), or other liabilities ("Losses") incurred by Company to the extent arising out of or relating to Consultant's negligence, fraud, or willful misconduct in its performance of the Services. Company agrees that it will promptly notify and tender the defense to Consultant of any indemnified claim, provided that Company's failure to provide prompt notice shall not relieve Consultant from liability herein except to the extent Consultant is prejudiced by such failure, and Consultant shall, at its sole expense, defend, and at its sole discretion, settle any such indemnifiable claim, provided that, Consultant shall obtain Company's consent in the event of any settlement, which consent shall not be unreasonably withheld. Company may participate in the defense of any indemnified claim at its own expense.

(b) **Company's Indemnification of Consultant.** Company shall indemnify, defend and hold Consultant and its subsidiaries and affiliates and their respective officers, directors, employees, agents, and representatives harmless, to the maximum extent permitted by law, from and against any and all Losses incurred by Consultant to the extent arising out of or relating to negligence, fraud, or willful misconduct, of Customer or Customer's other contractors or vendors (including but not limited to Losses arising out of or relating to errors or omissions made by such other contractors or vendors) other than Losses arising out of or relating to Consultant's breach of this Agreement or Consultant's negligence, fraud, or willful misconduct in its performance of the Services. Consultant agrees that it shall promptly notify and tender the defense to Company of any indemnified claim, provided that Consultant's failure to provide prompt notice will not relieve Company from liability herein except to the extent Company is prejudiced by such

failure, and Company shall, at its sole expense, defend, and at its sole discretion, settle any such indemnifiable claim, provided that, Company shall obtain Consultant's consent in the event of any settlement, which consent will not be unreasonably withheld. Consultant may participate in the defense of any indemnified claim at its own expense.

10. **Governing Law; Venue; Waiver of Jury Trial.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey without regard to its conflicts of laws principles. Exclusive venue is agreed to be in a state or federal court of competent jurisdiction. **The Parties waive any right to a trial by jury in the event of litigation arising out of this Agreement.**

11. **Limitation of Liability.** The parties agree that Consultant, its officers, directors, agents, and employees, shall not be liable to Company, under any theory of law including negligence, tort, breach of contract, or otherwise, for any Losses that exceed the annual Fees actually paid to Consultant with respect to the Services in question. **IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.**

12. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

13. **Severability/Entire Agreement.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision. This Agreement (including the schedules, documents and instruments referred to herein or attached hereto) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Company and Consultant by their respective duly authorized representatives.

14. **No Third Party Beneficiaries.** There are **no third party beneficiaries** of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities.

**[Remainder of page intentionally left blank – Signature page follows.]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**COMPANY:**

**CONSULTANT:**

**Manasquan Board of Education**

**Brown & Brown Metro, LLC**

By:   
Name: Pete Crowley  
Title: School Business Administrator / BS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE A**

**CONSULTANT SERVICES**

Subject to the terms of this Consultant Services Agreement, Consultant shall provide the Services listed below, but only in relation to the following Lines of Insurance:

**Medical/Rx, Dental**

**Services are as follows:**

- a. Provide insurance related regulatory guidance on topics that impact the Board's insurance program such as Health Care Reform, COBRA, HIPAA, Overage Dependents, FMLA, NJ Family Leave Act, Medicare Part D, and NJ P.L. 2011, Chapter 78.
- b. Prepare and provide customized templates for any required employer notices such as the annual CMS Medicare Part D employee notification.
- c. Coordinate educational opportunities through webinars and seminars to provide industry updates for Board.
- d. Provide legislative updates related to employee benefits.
- e. Coordinate and attend annual open enrollment meetings as a resource for employees when considering their plan options.
- f. Review and analyze Board's existing insurance coverage and identify potential lines of coverage or coverage enhancements to improve Board's insurance programs.
- g. Facilitate, market, and procure quotations from carriers; review and analyze quotations and provide proposals for review by Board.
- h. Provide reasonable budget estimates during the budgeting process.
- i. Provide specialized knowledge and creative guidance for all phases of the collective bargaining processes related to the entire employee benefits program, including arbitration, mediation and fact finding. Consultant will attend any meetings necessary at the Board's request.
- j. Attend Board of Education or Negotiations Committee Meetings as required.
- k. Prepare customized, comprehensive guide on employee benefits negotiation options, including benefit design, new hire language, waiver/opt out options and financial analysis of such changes.
- l. Assist District Administration and/or employees with any issues related to claims, billing disputes with the insurance carriers.
- m. Assist District Administration and/or employees with Appeals for escalated claim issue
- n. Act as a resource for the Board for all issues related to Employee Benefits

**SCHEDULE B**

**COMPENSATION**

**Consultant Services Fee:**

In consideration of the Services, Company shall compensate Consultant in the amount of **FIFTY THOUSAND DOLLARS AND 00/100 (\$50,000.00)** (the "Consultant Services Fee"). The Consultant Services Fee shall be fully earned and payable upon Company's execution and delivery of this Agreement. The Fee shall be paid in monthly installments, and Company shall remit payment to the Consultant within thirty (30) days of the receipt of each invoice.

FY2025 - CAP

**New Jersey Department of Education**  
**Corrective Action Plan (CAP)**  
**For the Fiscal Year 2025 (July 1, 2024 – June 30, 2025)**

### Submission Guidance

**Applicability:** A CAP should only be prepared if there is a finding(s) in the ACFR or AMR

- The completed CAP must be uploaded to the ACFR Repository within 45 days of Board acceptance of the audit.
- Save the file as **CAP.PDF** and email a copy to [CAP@ag.nj.gov](mailto:CAP@ag.nj.gov).

### LEA Information

LEA Name: Manasquan Public School District

LEA Number: 2930

County Name: Monmouth

County Number: 25

Type of Audit: Annual School District Audit

Date of Board Meeting: May 5, 2026

Contact Name: Peter Crawley

Contact Title: SBA/BS

Email: [pcrawley@manasquan.k12.nj.us](mailto:pcrawley@manasquan.k12.nj.us)

Phone: 732-528-8800

**ACFR/AMR Findings**

**Preparation:**

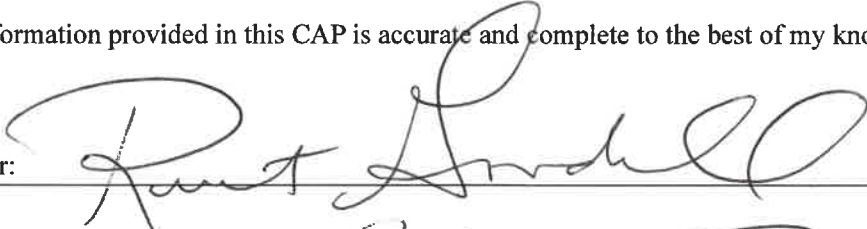
1. **Column A:** Identify and note whether the finding(s) is in the ACFR and/or the AMR. Include the finding(s) number (e.g., ACFR 2025-001), and note the ACFR finding(s) first.
2. **Columns B and C:** Use the exact language noted as the condition for the ACFR. Use the exact language noted as the finding in the AMR. If the finding(s) appears in both documents, use the language noted in the ACFR.
3. **Column D:** Describe the method of implementation to prevent recurrence of finding(s). If applicable, include an explanation for “Questioned Costs”.
4. **Column F:** Document a definitive implementation date (MM-DD-YY). Entries such as “Immediate” or Ongoing” are not acceptable.

<b>A ACFR/AMR Finding</b>	<b>B Condition/Finding</b>	<b>C Recommendation</b>	<b>D Method of Implementation</b>	<b>E Person Responsible for Implementation/Title</b>	<b>F Implementation Date</b>
AMR 2025-001	The district maintained in excess of three months average expenditures in the food service fund	That the district maintain net cash resources below three months average expenditures	The district will invest in capital upgrades related to access controls in the cafeteria facilities to reduce net cash resources	Business administrator, superintendent, food service manager, custodial supervisor	1/6/2026

**Attestation**

Signature required below.

I hereby certify that the information provided in this CAP is accurate and complete to the best of my knowledge, and that the recommendation(s) will be implemented as noted.

Chief School Administrator:  Date: 4/22/2026

Board Secretary / School Business Administrator:  Date: 4/22/2026

**MANASQUAN BOARD OF EDUCATION  
TAX LEVY REVENUE SCHEDULE  
JULY 1, 2026 TO JUNE 30, 2027**

<b>TOTAL SCHOOL TAX LEVY FOR 2026-2027</b>				<b>\$21,498,697.00</b>
<b>FOR GENERAL FUND</b>			\$19,899,637.00	
<b>FOR DEBT SERVICE</b>			<u>\$1,599,060.00</u>	
			<b>\$21,498,697.00</b>	
<b>DATE OF REQUEST</b>	<b>DATE DUE</b>	<b>GENERAL FUND</b>	<b>DEBT SERVICE</b>	<b>TOTAL DUE</b>
5/5/2026	7/1/2026	\$3,316,607.00	\$799,530.00	\$4,116,137.00
7/21/2026	8/28/2026	\$3,316,606.00		\$3,316,606.00
10/27/2026	11/6/2026	\$3,316,606.00		\$3,316,606.00
12/1/2026	1/1/2027	\$3,316,606.00	\$799,530.00	\$4,116,136.00
*1/5/2027	2/19/2027	\$3,316,606.00		\$3,316,606.00
*3/16/2027	4/15/2027	\$3,316,606.00		\$3,316,606.00
<b>TOTAL:</b>		<b>\$19,899,637.00</b>	<b>\$1,599,060.00</b>	<b>\$21,498,697.00</b>
*on or about date (subject to change)				

**MANASQUAN/SENDING DISTRICTS**

**Professional Days**

<u>Date</u>	<u>Name</u>	<u>Destination</u>	<u>Purpose</u>	<u>Sub</u>	<u>Cost</u>
June 29, 2026	Timothy Clayton	Piscataway	Threat Assessment and Educational Plans	No	None

*Costs per traveler unless otherwise noted.*

**MANASQUAN/SENDING DISTRICTS**

**Student Action  
Field Trips**

<b><u>Date</u></b>	<b><u>Chaperone(s)*</u></b>	<b><u>Subject</u></b>	<b><u>Destination</u></b>	<b><u>Purpose</u></b>	<b><u>Sub</u></b>	<b><u>Other Board Costs</u></b>	<b><u>Other Funds</u></b>
May 22, 2026	Eric Wasnesky Kristen Minutoli	CLI Academy	Mac's Pond	Freshwater Fishing Experience	Yes – 1	None	None
May 27, 2026	Ryan Graf Jason Snyder Fatima Mulroy	Grades 10-12	Edison	Construction Industry Career Day	Yes – 3	Bus - \$586.00	None
June 9, 2026	Meredith Heeter Jamie Onorato Matt Kukoda Kristen Minutoli Harry Harvey Brian Lee Kristen Zdanowicz Heidi Hodnett Amy Certo Kristin Radzinsky Lorraine Koenig	Grade 12	East Brunswick – Palmeras	Senior Class Trip	Yes - 10	3 Buses - \$350.00 each	None
May 7, 2026	Maria Eldridge Liz Walling Kim Murin Kristen Minutoli Peter Balon	Grades 9-12	Toms River – Field of Dreams	End of Year Athletic Event	No	2 Buses - \$400.00 each	None

\* Chaperones may be substituted by other district employees based on availability.