DISTRICT OF ROXBURY TOWNSHIP
BOARD OF EDUCATION
July 13, 2026

REGULAR MEETING AGENDA
LINCOLN ROOSEVELT SCHOOL
34 N. Hillside Avenue, Succasunna, NJ 07876

CALL TO ORDER: 6:30 P.M. PUBLIC SESSION: 7:30 P.M.

SPEAKER REQUEST AT BOARD OF EDUCATION MEETINGS

Anyone wishing to speak about agenda or non-agenda items at a meeting of the Roxbury Township Board of Education must follow these procedures. Located on the front table will be forms entitled, ***Speaker Request Form****. Please fill one out indicating your name and address and the agenda item or topic you wish to discuss. After completing the form, return it to the Assistant Business Administrator. Thank you for your cooperation.*

I. MEETING CALLED TO ORDER

The Roxbury Township Board of Education is meeting in a Regular Session for discussion on business before the Board tonight.

The New Jersey Open Public Meetings Law was enacted to ensure the public's right to have advance notice of and to attend meetings of public bodies at which business affecting their interest is discussed or acted upon. In accordance with the provisions of the Act, the Board has caused written notice of this meeting and copies of its agenda to be transmitted to:

TAPinto Roxbury	
West Morris Reporter - Newspaper	Municipal Clerk
Daily Record - Newspaper	Roxbury Public Library
Star Ledger - Newspaper	Roxbury Website - www.roxbury.org/boe/meetings-minutes

The notice of tonight's meeting has been posted in the Board's Business Office.

II. ROLL CALL

III. RESOLUTION TO MEET IN EXECUTIVE SESSION

RESOLVED, that the Roxbury Township Board of Education hold an Executive Session on July 13, 2026, regarding personnel matters, student matters and attorney client privilege.

IV. ROLL CALL

V. PUBLIC SESSION

VI. PLEDGE OF ALLEGIANCE

VII. PRESENTATIONS

VIII. CORRESPONDENCE

*Mt. Arlington representative votes

IX. STUDENT REPRESENTATIVE'S COMMENTS

X. BOARD PRESIDENT'S COMMENTS

XI. SUPERINTENDENT'S REPORT

XII. BUSINESS ADMINISTRATOR'S REPORT

XIII. MINUTES

1. Minutes of the Regular Board Meeting of June 15, 2026.
2. Minutes of the Executive Session of June 15, 2026.

XIV. COMMITTEE REPORTS

Each Committee Chair will advise the full board of the last committee meeting, and the next committee meeting, and any other comments you believe are important for the full board to know.

A. COMMUNITY RELATIONS/SHARED SERVICES
B. EDUCATION
C. FACILITIES
D. FINANCE
E. PERSONNEL
F. POLICIES/GOVERNANCE
G. NEGOTIATIONS
H. SUSTAINABILITY

XV. PUBLIC COMMENTS - Action Items - There is a three-minute time limit, per Board Policy.

XVI. ACTION ITEMS

The following motions recommended by the Superintendent and School Business Administrator are non-controversial, a matter of routine business, and will be voted on by one motion.

A. Finances *(Resolutions 1-45)*

STUDENT ACTIVITY ACCOUNTS

*1. RESOLVED, that the Roxbury Township Board of Education approve the Student Activity Accounts monthly bill lists for the month of June 2026 as follows:

Roxbury High School	$557.10	Franklin School	$0
Athletics	$3,982.87	Kennedy School	$0
Eisenhower Middle School	$2,430.00	Jefferson School	$0
Lincoln Roosevelt School	$0	Nixon School	$0

BILLS LIST

*2. RESOLVED, that the Roxbury Township Board of Education approve the July 2026 bills list totaling $1,316,178.44.

TRANSFERS

*3. RESOLVED, that the Roxbury Township Board of Education approve the May 2026 list of transfers between accounts as presented. Approval by the County Office is not required except as noted on the list.

SECRETARY'S REPORT

*4. RESOLVED, that the Roxbury Township Board of Education approve the Board Secretary's Report for May 2026.

TREASURER'S REPORT

*5. RESOLVED, that the Roxbury Township Board of Education approve the Treasurer's Report for May 2026.

MONTHLY FINANCIAL CERTIFICATION OF THE BOARD SECRETARY AND BOARD OF EDUCATION

*6. RESOLVED, that the Roxbury Township Board of Education, pursuant to N.J.S.A. 18A:19-4, does certify that no line item account has encumbrances and expenditures which in total exceed the line item appropriation, and

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 18A:17-9 and N.J.S.A. 18A:17-36, after review of the Board Secretary's and Treasurer's monthly financial reports for the month of May 2026 that no major accounts and fund balances in the 2025/2026 budget have been over expended and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year.

TRAVEL REQUESTS

*7. RESOLVED, that the Roxbury Township Board of Education approve unavoidable travel costs as presented which are educationally necessary and fiscally prudent and are related to and within the scope of the employee's current responsibilities, and promotes the delivery of instruction or further the efficient operation of the school district. The reimbursements are in compliance with the state travel reimbursement guidelines as established by the Department of Treasury and Board of Education policy in accordance with N.J.A.C. 6A-23B-1.1 et seq.

	Name	*Workshop Title*		*Place**	*Date of Workshop*	*Registration Fee*	*Total Estimated Expenses*
1	Pinto, Joe	North/South Facilities Training	4	Rockaway, NJ	7/22/26	$0	$0
2	Cosgrove, Melissa	2026 Teacher Climate & Culture Institute	4	Ewing, NJ	7/28/26	$0	$45.50
3	Bartol, Ryan	Linkit! DFSI	4	Succasunna, NJ	8/5/26-8/6/26	$350.00	$350.00
4	Crispino, William	Linkit! DFSI	4	Succasunna, NJ	8/5/26-8/6/26	$350.00	$350.00
5	Ference, Michal	Linkit! DFSI	4	Succasunna, NJ	8/5/26-8/6/26	$350.00	$350.00
6	Ferrare, Lisa	Linkit! DFSI	4	Succasunna, NJ	8/5/26-8/6/26	$350.00	$350.00
7	Mason, Stuart	Linkit! DFSI	4	Succasunna, NJ	8/5/26-8/6/26	$350.00	$350.00

*Mt. Arlington representative votes

8	Posbergh, Erin	Linkit! DFSI	4	Succasunna, NJ	8/5/26-8/6/26	$350.00	$350.00
9	Santora, Frank	Linkit! DFSI	4	Succasunna, NJ	8/5/26-8/6/26	$350.00	$350.00
10	Zegar, Christopher	Linkit! DFSI	4	Succasunna, NJ	8/5/26-8/6/26	$350.00	$350.00
11	Connely, Sheila	Genesis Professional Excellence Summit	4	Chatham, NJ	8/5/26	$0	$21.43
12	Amico, Karin	Genesis User Group Meeting	4	Montville, NJ	8/11/26	$0	$19.63
13	Connelly, Sheila	Genesis User Group Meeting	4	Montville, NJ	8/11/26	$0	$20.42
14	Puppo, Kayla	WRS Introductory Course	4	Online	8/18/26, 8/19/26, 8/20/26	$690.00	$690.00
1-State/Federal policy requirements, 2-State curricular requirements, 3-State Initiatives, 4-Individual job requirements, T2-paid for by Title II funding, T3 paid for by Title III funding. Substitute coverage is indicated by "S" followed by the number of days for which a substitute is needed.							

ADDENDUM TWO TO SCHOOL FOOD AUTHORITY (SFA)

*8. WHEREAS, the Roxbury Township Board of Education (hereinafter the School Food Authority, SFA) and Maschio's Food Services, Inc. (hereinafter the Food Service Management Co., FSMC) entered into a Food Service Management Contract dated May 8, 2023, the parties now desire to amend the aforesaid contract.

NOW THEREFORE, this renewal is effective July 1, 2026, and ending June 30, 2027. The terms and conditions will remain the same except as stated below.

A. Duration of Addendum

This addendum begins on July 1, 2026, and ends on June 30, 2027.

B. Management and/or Administrative Fee
The SFA shall pay the FSMC the following: Management/Administrative Total Flat Fee (all one fee) $66,030.00 for SY 2026-2027.

C. Financial Guarantee
There will be a break-even guarantee for the 2026-2027 school year.

D. Contract Amount
In the event of a conflict between the provisions of the Contract and this Addendum, the provisions of this Addendum shall be controlling as to the matters set forth herein. The Parties agree that upon the effective date of this Addendum, it shall become a binding and integral part of the Contract. Total amount of contract not to exceed $1,641,659.84.

NOW THEREFORE BE IT RESOLVED, that the Roxbury Township Board of Education approve the Addendum to the Contract as stated above.

APPROVAL OF CORRECTIVE ACTION PLAN

*9. RESOLVED, that the Roxbury Township Board of Education approve the Corrective Action Plan developed in response to the New Jersey Department of Agriculture, Division of Food and Nutrition Procurement Review of the School Food Authority's (SFAs) School Nutrition Program for fiscal Year 2024-2025 (July 1, 2024 through June 30, 2025). The review was conducted by PKF O'Connor Davies Accountants and Advisors.

CONTRACTS

*10. RESOLVED, that the Roxbury Township Board of Education approve a contract with Bayada Pediatrics, 161 Madison Ave., Suite 350, Morristown, NJ to provide nursing services on an as-needed and as-requested basis by the district for the 2026/2027 school year.

*11. RESOLVED, that the Roxbury Township Board of Education approve a Retainer Agreement with Scarinci Hollenbeck Attorneys At Law, 110 Valley Brook Avenue, P.O. Box 790, Lyndhurst, NJ for 2026/2027 School Year to serve as Special Education Counsel, all services rendered by attorneys of the firm shall be billed at the hourly rate of $175.00, and work by law clerks and paralegals billed at the hourly rate of $102.00 on as needed and as requested basis by the district.

*12. RESOLVED, that the Roxbury Township Board of Education approve a renewal contract with Educational Development Software, LLC, 131 Berwick Road, Johnstown, PA, to provide maintenance, support, hosting, upgrades, and backups for Hibster Software programs. This agreement will be in effect for the 2026/2027 school year. The total amount is not to exceed $11,250.00.

*13. RESOLVED, that the Roxbury Township Board of Education approve the renewal of the PebbleGo subscription for the 2026/2027 school year from Capstone, 1710 Roe Crest Drive, North Mankato, MN, in the amount of $9,492.24.

*14. RESOLVED, that the Roxbury Township Board of Education approve the renewal of the aimswebPlus math subscription for the 2026/2027 school year from Pearson Assessment, PO Box 59970, San Antonio, TX, in the amount of $4,500.00.

*15. RESOLVED, that the Roxbury Township Board of Education approve the renewal of the Edpuzzle license subscription for the 2026/2027 school year from Edpuzzle, Inc., 268 Bush Street, #4422, San Francisco, CA, in the amount of $12,214.00.

*16. RESOLVED, that the Roxbury Township Board of Education approve the renewal of Happy Numbers School Subscription for the 2026/2027 school year from HappyNumbers.com, 2261 Market Street, Suite 22178, San Francisco, CA, in the amount of $19,750.00.

*17. RESOLVED, that the Roxbury Township Board of Education approve the renewal of XtraMath Premium License for the 2026/2027 school year from XtraMath, 4742 42nd Avenue SW #625, Seattle, WA, in the amount of $2,000.00.

*18. RESOLVED, that the Roxbury Township Board of Education approve the renewal of the renewal for IXL Math and ELA Site License for Grades K-12 from IXL Learning, 777 Mariners Island Blvd., Suite 600, San Mateo, CA. This agreement shall be in effect from July 25, 2026, through July 25, 2027, in the amount of $73,495.00.

*19. RESOLVED, that the Roxbury Township Board of Education approve the renewal of the Wayground subscription for the 2026/2027 school year from Wayground, 3110 Main Street Building C, Santa Monica, CA, in the amount of $22,950.00.

*20. RESOLVED, that the Roxbury Township Board of Education approve the digital subscription for grades K-5 for the 2026/2027 school year from Exemplars, Inc., 271 Poker Hill Road, Underhill, VT, in the amount of $7,332.50.

*21. RESOLVED, that the Roxbury Township Board of Education approve the renewal of the annual FUN HUB subscription for the 2026/2027 school year from Wilson Language Training Corporation, 47 Old Webster Road, Oxford, MA, in the amount of $2,587.00.

22. RESOLVED, that the Roxbury Township Board of Education approve the renewal of the Raz-Plus ELL and Raz-Plus for the 2026/2027 school year from Learning A-Z, 1840 East River Road, Suite 220, Tucson, AZ in the amount of $26,278.25.

*23. RESOLVED, that the Roxbury Township Board of Education approve the renewal of the mCLASS DIBELS for the 2026/2027 school year from Amplify, 55 Washington Street, Suite 800, Brooklyn, NY, in the amount of $13,410.00 and $2,509.00 funded through Focus Grant and $10,901 funded through ESEA Title IV Grant.

*24. RESOLVED, that the Roxbury Township Board of Education approve the online writable for Intro Reading subscription for the 2026/2027 school year from HMH Education Company, 14046 Collection Center Drive, Chicago, IL, in the amount of $5,760.00.

*25. RESOLVED, that the Roxbury Township Board of Education approve the contract with Q Built Homes, 189 Lawrence Drive, Berkeley Heights, NJ, for the Master in Residence (John Q. Martin) to provide assistance to the Structural Design and Fabrication program at the Roxbury High School for the 2026/2027 school year. The total amount is not to exceed $23,595.00.

*26. RESOLVED, that the Roxbury Township Board of Education approve a contract with AFC Urgent Care, 278 Rt. 10 West, Succasunna, NJ, to provide Drug Screenings, Pre-Employment Physicals, and PPD testing for students and staff members on an as-needed and as-requested basis for the 2026/2027 school year.

*27. RESOLVED, that the Roxbury Township Board of Education approve a contract with Sage Thrive Inc., with offices located at 14 Walsh Drive, Parsippany, NJ, to provide school-based counseling and related counseling services to Roxbury Township School District Special Education students for the 2026/2027 School Year. The total amount is not to exceed $139,050.00.

*28. RESOLVED, that the Roxbury Township Board of Education approve the renewal of the Everway software subscription for the 2026/2027 school year from Everway, 2401 Sawmill Prwy, Suite 10-11, Huron, OH, in the amount of $7,422.18.

*29. RESOLVED, that the Roxbury Township Board of Education approve a contract with the State of New Jersey Department of Human Services, NJ Commission for the Blind and Visually Impaired, 153 Halsey Street, Newark, NJ, to provide services to Roxbury Township Public Schools students listed below. The term of this contract is from September 1, 2026, to June 30, 2027, for a total cost not to exceed $31,046.00.

State ID	*Total*
9293074191	$2,668.00
4188610385	$2,668.00
3451187097	$2,668.00
5429729947	$2,668.00
6150208988	$17,706.00
7032947797	$2,668.00

*30. RESOLVED, that the Roxbury Township Board of Education approve the renewal of the BrainPop subscription for the 2026/2027 school year from BrainPop, 71 W. 23rd Street, 17th Floor, New York, NY in the amount of $30,315.19.

*31. RESOLVED, that the Roxbury Township Board of Education approve a contract for fire inspections and alarm monitoring with Cintas Corporation, P.O. Box 630910, Cincinnati, OH for the 2026/2027 school year in the amount of $45,647.78 using OMNIA National Co-op contract.

*32. RESOLVED, that the Roxbury Township Board of Education approve the 2026-2027 Agreement with Bergen County Special Services for Audiology Services on the basis of the need for 14 students for a maximum of (55) fifty-five hours as needed. Bergen County Special Services will provide services at a rate not to exceed $10,725.00 unless otherwise agreed upon.

*33. RESOLVED, that the Roxbury Township Board of Education approve a contract for Teaching Services License with Imagine Learning, 100 S. Mill Avenue, Suite 1700, Tempe, AZ, effective July 1, 2026 through June 30, 2029 in the amount of $75,340.00 to be paid annually at 25,113.33.

APPROVAL OF PURCHASES

*34. RESOLVED, that the Roxbury Township Board of Education approve the purchase of Roxbury Township Public Schools NJSBA (New Jersey School Boards Association) for the 2026/2027 school year membership dues from NJSBA, 413 W. State Street, Trenton, NJ in the amount of $28,718.08.

*35. RESOLVED, that the Roxbury Township Board of Education approve the purchase of an Annual Hosting and Backup Fee with SYSTEMS 3000 Inc., 740 Broad Street, Suite 1, Shrewsbury, NJ, and not to exceed $13,011.00 as per SYSTEMS 3000 Inc. contract #306S-M3-B0049.

*36. RESOLVED, that the Roxbury Township Board of Education approve the purchase of Benchmark Navigator Analytics reports from LinkIT, 150 West 22nd Street, 4th Floor, New York, NY, in the total amount of $24,500.00 for the 2026/2027 school year.

ACCEPTANCE OF GRANT FUNDS - IDEA

*37. RESOLVED, that the Roxbury Township Board of Education approve the acceptance of the FY 2027 Individuals with Disabilities Education Act (IDEA) Basic and Preschool Grant Awards as shown below for the project period July 1, 2026, to September 30, 2027.

Basic Grant (Ages 3-21)	$912,228
Basic Grant Nonpublic Proportionate Share	$40,984
Preschool Grant (Ages 3-5)	$43,493
TOTAL	$996,705

APPROVAL OF SUBMISSION OF GRANT APPLICATION - IDEA

*38. RESOLVED, that the Roxbury Township Board of Education approve the submission of the 2026-2027 Individuals with Disabilities Education Act (IDEA) Consolidated Grant Original Application for the project period of July 1, 2026, to September 30, 2027.

ACCEPTANCE AND SUBMISSION OF GRANT FUNDS - ESEA

*39. RESOLVED, that the Roxbury Township Board of Education approve the acceptance and submission of the FY 2026 Elementary and Secondary Education Act (ESEA) Consolidated Subgrant funds as shown below for the project period of July 1, 2026, to September 30, 2027.

Title I-A	$126,343
Title I-Supplemental	$2,161
Title II-A	$50,802
Title III	$20,681
Title IV Part A	$10,000
TOTAL	$209,987

OUT-OF-DISTRICT PLACEMENT/SERVICES - 2026/2027

*40. RESOLVED, that the Roxbury Township Board of Education approve the 2026/2027 School Year Out-Of-District Placements/Services listed below:

State ID	*School or Provider*	*Total Cost*	*Dates*
3125113340	Morris-Union Jointure Commission Board of Education	$211,006.00	7/1/26-6/30/27
3183745473	Bayada Home Health Care, Inc.	$120,960.00	7/6/26-6/18/27
6377085691	Matheny Medical and Educational Center	$223,300.00	7/6/26-6/18/27
6377085691	Matheny Medical and Educational Center (Transportation Nurse)	$42,240.00	7/6/26-6/18/27
1684067266	Bayada Home Health Care, Inc.	$90,720.00	8/26/26-6/15/27
2863669894	The Calais School	$127,551.60	9/2/26-6/25/27

TUITION STUDENTS - 2026/2027

*41. RESOLVED, that the Roxbury Township Board of Education approve the following tuition contract agreements for the 2026/2027 school year and/or extended school year.

State ID	*Sending District*	*Program*	*Total*	*Dates*
479305546	Mine Hill Board of Education#	BD	$47,264.70	6/29/26-6/30/27
8182090215	Mount Arlington Board of Education	BD	$42,757.00	8/26/26-6/30/27
8874355355	Allamuchy Township Board of Education	BD	$42,757.00	8/26/26-6/30/27
5066902898	Mount Arlington Board of Education	RHS Satellite Program	$34,332.00	8/26/26-6/30/27
5878858908	Mount Arlington Board of Education	RHS Satellite Program	$34,332.00	8/26/26-6/30/27
#Amends resolution XVI.A.62 due to the school district, approved on June 15, 2026				

APPROVAL OF A NEW ALTERNATIVE HIGH SCHOOL PROGRAM

*42. RESOLVED, that the Roxbury Township Board of Education approve the establishment of an Alternative High School Program at Lincoln Roosevelt School.

APPROVAL OF EMERGENCY PURCHASE

*43. WHEREAS, the Roxbury Township Board of Education has determined that an emergency situation exists due to damage sustained from the storm of July 4, 2026, at the Roxbury

High School, and

WHEREAS, the Roxbury Township Board of Education, in accordance with N.J.S.A. 18A:18A-7 et seq., authorizes the Business Administrator/Board Secretary to contract with Star-Lo Electric Inc., Metro Electric, and Rich Tree Service, and

WHEREAS, these services are vital to the ongoing operation of the Roxbury Township School District, and

WHEREAS, it is necessary and in the best interest of the District to approve an emergency purchase resolution,

NOW, THEREFORE, BE IT RESOLVED, that the Roxbury Township Board of Education authorize the emergency contract Star-Lo Electric Inc., Metro Electric, and Rich Tree Service to provide remediation and restoration at the Roxbury High School. All costs will be reimbursed by the insurance company with the exception of the $5,000 deductible.

MEMBERSHIP IN THE NEW JERSEY STATE INTERSCHOLASTIC ATHLETIC ASSOCIATION

*44. RESOLVED, that the Roxbury Township Board of Education, County of Morris, State of New Jersey, as provided for in Chapter 172 Laws 1979 (N.J.S.A. 18A:11-3, et seq.) hereby approves Roxbury High School to enroll as a member of the New Jersey State Interscholastic Athletic Association (NJSIAA) and an annual fee of $2,500.00 for 2026/2027 School Year, a non-profit association of the public and non-public high schools in the State of New Jersey, and is authorized to participate in the approved athletic activities sponsored by the NJSIAA.

This resolution is to continue in effect until or unless rescinded by the Board of Education and shall be included among those policies adopted annually by the Board. Pursuant to N.J.S.A. 18A:11-3 in adopting this resolution, the Board of Education adopts as its own policy and agrees to be governed by the Constitution, Bylaws, Rules and Regulations of the NJSIAA.

Administrative Responsibility – NJSIAA must rely upon the voluntary compliance by its member schools in enforcing the eligibility standards set forth in NJSIAA Bylaws, Article V. Toward that end, the Principal of each member school has the affirmative obligation to report to the NJSIAA any violations of these standards. The fact that a school has disclosed that there has been an eligibility violation will not relieve the affected school of sanctions that may be imposed against it, pursuant to Article X of the NJSIAA Bylaws, including the forfeiture of games or events. However, the failure to disclose an eligibility violation may be grounds for imposing additional sanctions upon the offending school.

In addition, a school must maintain a status of “Member in Good Standing” as outlined in the Principal’s Affidavit to remain eligible for NJSIAA activities and tournaments.

APPROVAL OF DISPOSITION OF PROPERTY

*45. RESOLVED, that the Roxbury Township Board of Education approve the disposal of twelve carpets at Nixon Elementary School. These items have been identified as obsolete, broken, and/or no longer functioning; if unsellable, items will be discarded.

B. Education *(Resolutions 1-2)*

The following motions recommended by the Superintendent and School Business Administrator are non-controversial, a matter of routine business and will be voted on by one motion.

HIB REPORT

*1. RESOLVED, that the Roxbury Township Board of Education affirms the Superintendent's decisions provided in the Harassment, Intimidation, and Bullying Report for the 2025/2026 school year for Incident Nos. 29 through 39.

*2. RESOLVED, that the Roxbury Township Board of Education acknowledges receipt of the Harassment, Intimidation, and Bullying Report for the 2025/2026 school year for Incident Nos. 40 through 45.

C. Policies *(Resolutions 1-2)*

The following motion recommended by the Superintendent and School Business Administrator is non-controversial, a matter of routine business and will be voted on by one motion.

SECOND READING

*1. RESOLVED, that the Roxbury Township Board of Education approve the following for second reading:

SECOND READING						
	Policy/ Reg	*P/R No.*	*P/R Title [*(M) = *Mandated by law or monitoring standards]*	*Section*	*Reason*	*Exhibit No.*
1	P	0162	Notice of Board Meetings	BYLAWS	Revised	0162P
2	P	0162.01	Legal Notices (M)	BYLAWS	New	0162.01P
3	P	1230	Superintendent's Duties (M)	ADMINISTRATION	Revised	1230P
4	P	1643	Family Leave (M)	ADMINISTRATION	Revised	1643P
5	P	2200	Curriculum (M)	PROGRAM	Revised	2200P
6	***R***	2200	Curriculum Content (M)	PROGRAM	Abolished	2200R
7	P	2260	Equity in School and Classroom Practices (M)	PROGRAM	Revised	2260P
8	P	2411	Career Education and Academic Counseling (M)	PROGRAM	Revised	2411P
9	***R***	2411	Guidance Counseling (M)	PROGRAM	Abolished	2411R
10	***R***	2460.30	Additional/Compensatory Special Education and Related Services (M)	PROGRAM	Abolished	2460.3R
11	P	5111.13	Eligibility of Resident/Nonresident Students – Choice School District (M)	STUDENTS	New	5111.13P
12	***R***	5111.13	Eligibility of Resident/Nonresident Students – Choice School District (M)	STUDENTS	New	5111.13R
13	P	5460	High School Graduation (M)	STUDENTS	Revised	5460P
14	P	5461	High School Diplomas (M)	STUDENTS	New	5461P
15	P	5512	Harassment, Intimidation or Bullying (M)	STUDENTS	Revised	5512P
16	P	5516	Use of Electronic Communication Devices	STUDENTS	Revised	5516P
17	***R***	5516	Use of Electronic Communication Devices	STUDENTS	New	5516R

18	P	5561	Use of Physical Restraint and Seclusion Techniques for Students with Disabilities (M)	STUDENTS	Revised	5561P
19	P	6112	Reimbursement of Federal and Other Grant Expenditures (M)	FINANCES	Revised	6112P
20	***R***	6115.01	Federal Awards/Funds Internal Controls – Allowability of Costs (M)	FINANCES	Revised	6115.01R
21	P	6115.02	Federal Awards/Funds Internal Controls – Mandatory Disclosures (M)	FINANCES	Revised	6115.02P
22	P	6311	Contracts for Goods or Services Funded by Federal Grants (M)	FINANCES	Revised	6311P

FIRST READING

*2. RESOLVED, that the Roxbury Township Board of Education approve the following for first reading:

FIRST READING						
	Policy/ Reg	*P/R No.*	*P/R Title [*(M) *= Mandated by law or monitoring standards]*	*Section*	*Reason*	*Exhibit No.*
1	P	8561	Procurement Procedures for School Nutrition Programs (M)	OPERATIONS	Revised	8561P

D. Personnel *(Resolutions 1-25)*

The following motions recommended by the Superintendent and School Business Administrator are non-controversial, a matter of routine business and will be voted on by one motion.

(NOTE: Approval of these resolutions authorizes the Superintendent to submit to the County Superintendent applications for emergent hiring and the candidate's attestation that he/she has not been convicted of any disqualifying crime pursuant to the provisions of N.J.S.A. 18A:6-7.1 et. seq., N.J.S.A. 18A:39-17 et. seq., or N.J.S.A. 18A:6-4.13 et. seq. for those candidates listed below. All appointments are pending verification of employment history pursuant to New Jersey P.L. 2018, c. 5 (N.J.S.A. 18A:6-7.6, et. seq.); contingent upon receipt of proper certification; and all salary placements are pending receipt of college transcripts verifying degree status.)

APPROVAL OF UNAFFILIATED SALARIED EMPLOYEES BENEFITS AND GUIDELINES

*1. RESOLVED, that the Roxbury Township Board of Education approves the Unaffiliated Salaried Employees Benefits and Guidelines for the period July 1, 2026 through June 30, 2027, as presented and on file in the Office of the Superintendent and Business Administrator, and authorizes the Superintendent and Business Administrator to administer and implement the provisions contained therein. Exhibit HR-3

APPROVAL OF UNAFFILIATED HOURLY EMPLOYEES BENEFITS AND GUIDELINES

*2. RESOLVED, that the Roxbury Township Board of Education approves the Unaffiliated Hourly Employees Benefits and Guidelines for the period of July 1, 2026 through June 30, 2027, as presented and on file in the Office of the Superintendent and Business Administrator, and authorizes the Superintendent and Business Administrator to administer and implement the provisions contained therein. Exhibit HR-4

RESIGNATIONS, RETIREMENTS, TERMINATIONS

3. RESOLVED, that the Roxbury Township Board of Education approve the following:

		Name	Loc	Position	Action	Final day of employment	Discussion
	1	Brennan, Lauren	EMS	ELA Electives Teacher	Resignation	6/30/26	
	2	Krog, Deborah	NES	ESL Teacher	Resignation	6/30/26	
*	3	Perez, Jennifer	JES, NES, EMS, RHS	Behavior Specialist-Analyst	Resignation	8/28/26	
*	4	Schmidt, Diane	Dist	Permanent Sub Nurse	Resignation	6/30/26	
	5	West, Mary	FES	Paraprofessional	Resignation	6/30/26	
*	6	Wood, Jessica	RHS	Permanent Substitute	Resignation	6/16/26	

REASSIGNMENTS / TRANSFERS

4. RESOLVED, that the staff listed below be transferred to a new location and/or assignment for the 2026/2027 school year as indicated:

		Name	Former Assignment & Loc.		New Assignment & Loc.		Effective Date	Discussion
	1	Del Rosario, Monica	ESL Teacher TCH.DS.ESL.NA.03	LRS, EMS	ESL Teacher TCH.DS.ESL.NA.03	NES	9/1/26 [#]	
*	2	Hubbard, Cindy	English Teacher TCH.RHS.ENG.NA.14	RHS	ELA Electives Teacher TCH.EMS.BSI.NA.01	EMS	9/1/26 [#]	Replacement in position.
*	3	Slater, Paul	GRD.DS.10M.FT.01	RHS	GRD.DS.10M.PT.03	RHS	7/14/26	Replacement in position.
[#] 10-month employee shall start working on the first day of the board approved school calendar.								

APPOINTMENTS

5. RESOLVED, that the Roxbury Township Board of Education approve the following:

		Name	Loc	Position	Salary Guide / Step	Salary	Start Date	End Date	Discussion
*	1	Buck, Albert	JES, NES	Behavior Specialist-Analyst	26/27 MA Step 15-17	$87,316	9/1/26 [^][#]	6/30/27	Tenure-track replacement in position SPS.DS.BHV.NA.03; movement of position from EMS & RHS to JES & NES.
	2	Chioffe, Kaitlyn	NES	Special Education Teacher (TIDES)	26/27 MA Step 10-11	$74,085	9/1/26 [^][#]	6/30/27	Tenure-track appointment to new position TCH.SPE.AUT.NA.06.
	3	DiRenzo, Samantha	FES, NES	Art Teacher (FTE 0.70)	26/27 MA Step 4-5	$46,490	9/1/26 [^][#]	6/30/27	Tenure-track replacement in position TCH.DS.ART.NA.01; chg of position from f/t to p/t.
	4	Ludlow, Amy	LRS	School Nurse	26/27 BA+15 Step 15-17	$84,211	9/1/26 [^][#]	6/30/27	Tenure-track replacement in position NRS.LR.NRS.NA.01.

*Mt. Arlington representative votes

5	Moghadamniya, Briana	EMS	Special Education Teacher (RC)	26/27 BA Step 7-9	$65,625	9/1/26 [^][#]	6/30/27	Tenure-track replacement in position TCH.SPE.RES.NA.24.
* 6	Toncic, Dr. Jason	RHS	Assistant Principal	n/a	$125,000 prorated	9/14/26 or sooner pending release [#]	6/30/27	Tenure-track replacement in position ADM.RHS.APR.NA.01.
* 7	Vaccariello, Andrea	EMS, RHS	Italian Teacher	26/27 BA+30 Step 14	$81,944	9/1/26 [^][#]	6/30/27	Tenure-track replacement in position TCH.DS.ESL.IT.01.
[^] 10-month employee shall start working on the first day of the board approved school calendar. [#] Pending completion of documentation in accordance with the law or district policy.								

APPOINTMENTS - LEAVE REPLACEMENTS

6. RESOLVED, that the Roxbury Township Board of Education approve the following non-tenure track positions:

	Name	*Loc*	*Position*	*Salary*	*Start Date*	*End Date*	*Discussion*
1	Robertson, Shawn	JES	Leave-repl Gr. 4 Teacher	$300.00 per diem	8/24/26	1/29/27	Replacement in position TCH.JEF.GR4.NA.04.
[#] Pending completion of documentation in accordance with the law or district policy.							

APPOINTMENTS - EXTRACURRICULAR

7. RESOLVED, that the Roxbury Township Board of Education approve the following for the 2025/2026 school year.

25/26 Club Appts							
	POS LOC	*POS TYPE*	*POSITION*	*ASSIGN-MENT*	*NAME*	*25/26 TOTAL Stipend*	*Discussion*
1	LRS	CLUB	K-Kids	Co-Advisor (FTE 0.75)	Gauthier, Nicole	$1,352	Amends & supersedes appt aprvd 7/14/25, XVI.D.19.1, Exhibit HR 1.1, Row No. 14.
2	LRS	CLUB	K-Kids	Co-Advisor (FTE 0.25)	Sellari, Kayla	$451	Amends & supersedes appt aprvd 7/14/25, XVI.D.19.1, Exhibit HR 1.1, Row No. 15.

8. RESOLVED, that the Roxbury Township Board of Education approve the following appointments for the 2026/2027 school year as indicated in the attached Exhibit. Employment and payment are contingent upon the ability to fulfill the responsibilities associated with the position indicated.

	Exhibit Title	*Exhibit Number*
1	26/27 Club Appts	HR 1.1
2	26/27 RHS Fall Drama Appts	HR 1.2

*9. RESOLVED, that the Roxbury Township Board of Education approve the following for the 2026/2027 school year:

26/27 Athletic Appts

	POS LOC	POSITION	ASSIGN-MENT	START DATE	NAME	26/27 Base Stipend	# of Consec Yrs in the same Sport/Season thru 26/27 Season	26/27 Longevity Stipend	26/27 TOTAL Stipend
1	RHS	Lacrosse - Boys	Assistant Coach	Pending completion of documentation in accordance with the law or district policy.	Katzenberger, Cody	$5,915	1	$ -	$5,915

*10. RESOLVED, that the Roxbury Township Board of Education approve the following for the 2026/2027 school year:

26/27 Specialized Consultants						
	Name	Service	Extracurricular Activity	Loc. of Activity	Start Date	Payment
1	Johnston, Hana	Specialized Consultant	Field Hockey	RHS	7/14/26	Volunteer-basis

APPROVAL OF SERVICE PAYMENTS

11. RESOLVED, that the Roxbury Township Board of Education approve payment to the following individuals for their services to the district as indicated below for the 2026/2027 school year.

	Name	Services Performed	26/27Payment	Discussion
1	Blewitt, Jessica	Annual set design alterations for the Eisenhower MS Music Theater Class	$300	
2	Morano, Gianna	Costume Designer for Eisenhower MS Music Theater Class	$450	
3	Sweer, Krista	Accompanist for the Eisenhower MS Winter Concert	$250	Concert projected to be held in Dec 2026 or Jan 2027
4	Sweer, Krista	Accompanist for the Eisenhower MS Spring Concert	$250	Concert projected to be held in May 2027

STIPENDS - FACILITIES RELATED

*12. RESOLVED, that Mr. Patrick Hachey be approved as an Auditorium Manager for the 2026/2027 school year. The stipend amount is not to exceed $3,500.00 and is funded through facilities rental revenue.

EXTRA DUTIES

13. RESOLVED, that any full-time employee assigned to work at Eisenhower Middle School who is a certified instructor be approved to fulfill the following extra duties on an as-needed and as-requested basis at Eisenhower Middle School. Each duty is up to one hour in duration, and total cost for all duties is not to exceed $3,000.00.

	Extra Duty	Start Date	End Date	Hourly Rate
1	Supervise after-school detention duty	8/26/26	6/15/27	$35.00
2	Proctor after-school homework help duty	8/26/26	6/15/27	$35.00

*14. RESOLVED, that the following staff members be approved to supervise Saturday detention duty on an as-needed and as-requested basis at Roxbury High School. Each duty is up to three hours in duration.

	Name	*Start Date*	*End Date*	*Hourly Rate*
1	Any full-time employee assigned to work at Roxbury HS who is a certified instructor	8/26/26	6/15/27	$35.00

ATHLETIC EVENT WORKERS

*15. RESOLVED, that the staff listed below be approved for employment as Athletic Event Workers for the 2026-2027 school year at the salaries indicated (please note, administrators are not included in this list):

Professional teaching staff
Support staff
Substitutes

	Event	*Salary per Event*
1	Announcer	$85
2	Crowd Control	$75
3	Parking	$52
4	Scoreboard- sub-varsity	$60
5	Scoreboard- varsity	$80
6	Site Manager	$95
7	Ticket Clerk	$80
8	Ticket Seller / Taker	$60
9	Varsity Football Videographer	$100

MENTORING

16. RESOLVED, that the Roxbury Township Board of Education approve the mentoring assignments indicated below. The number of weeks shown encompasses weeks when school is in session; and when the novice teacher and mentor are present at school to collaborate:

	Novice Teacher		*Mentoring Term in Roxbury*				
	Name	*Loc*	*Mentor*	*Start Date*	*End Date*	*No. of Wks*	*Fee*
1	Robertson, Shawn	JES	Meiser, Kristin	8/24/26	10/16/26	8	$147
* 2	Vitale, Gia	RHS	Spargo, Alyson	9/15/25	6/12/26 [^]	30	$550

[#] Pending completion of documentation in accordance with the law or district policy.
[^] Amendments to XV.D.18.2 aprvd 11/17/25.

GRANT - SUSTAINABLE SCHOOL FOOD SERVICE & CAFETERIAS INITIATIVE

*17. RESOLVED, that Ms. Margaret Fagan and Mr. Thomas Lenox each receive a payment of $1,614.75 to provide assistance to Roxbury High School for the 2026/2027 school year as it works to advance its sustainable cafeteria practices. Both payments are funded by the Sustainable School Food Service & Cafeterias grant awarded to the district and accepted by the Roxbury Township Board of Education by Resolution XVI.A.22 on March 23, 2026.

SALARY ADJUSTMENTS

18. RESOLVED, that the Roxbury Township Board of Education approve the teaching assignments for the staff indicated in Exhibit HR-2 for the 2026/2027 school year, with the understanding that these assignments are subject to change based on scheduling adjustments.

SUMMER EMPLOYMENT - EXTENDED SCHOOL YEAR (ESY) PROGRAM

*19. RESOLVED, that the list of staff members and substitutes listed be approved for the 2026 Extended School Year Program for the beginning June 29, 2026 through July 30, 2026 (Monday through Thursday). As approved on March 23, 2026, an ESY staff member's hours shall not exceed 18 hours weekly with the exception of the Program Coordinators who are each limited to 10 hours weekly. ESY Teachers and related service providers shall be available for at least one day (not to exceed 4 hours) prior to June 29, 2026. All ESY paraprofessionals shall be approved to serve ESY as Bus Aides on an as-needed basis at their approved hourly rate.

	Name	*ESY Job Title*	*Hourly Rate*	*Start Date*	*End Date*
1	Gonzalez, Adalisa	Paraprofessional	$20.00	7/14/26	7/30/26

SUMMER EMPLOYMENT - EDUCATIONAL SERVICES PERSONNEL

20. RESOLVED, that for the purpose of monitoring inoculations, allergies, asthma, diabetes, and other serious health conditions which require meeting with students and parents, that the following school nurses be approved to work the number of days described below at the location shown at the rate indicated.

Nurses					
	Name	*Per diem rate based on 26/27 Base salary*	*Effective weekdays from 7/14/26 through 8/21/26 for a total time period not to exceed:*	*Days related to work for:*	*Discussion*
1	Ludlow, Amy	$455.19	5 days [#]	LRS	[#] Start of days pending completion of documentation in accordance with the law or district policy.

*21. RESOLVED, that the following staff be appointed to work as described below at the rate indicated.

Organized by Name:

Special Services					
	Name	*Position*	*Per diem rate based on 26/27 Base salary*	*Effective weekdays from 6/22/26 through 8/21/26 for a total time period not to exceed:*	*Days related to work for:*
1	Babbitt, Michele	PT	$513.68	15 days	Physical Therapy Evaluations
2	Babus, Jennifer	OT	$434.32	15 days	Occupational Therapy Evaluations
3	Dunne, Kristen	School Social Worker	$400.46	4 days	Social Worker Case Management

4	Elwood, Deana	LDT-C	$509.68	4 days	LDT-C Case Management
5	Evans, Danielle	SLS	$469.08	15 days	Speech/Language Evaluations
6	Flannery, Katherine	School Psychologist	$509.68	4 days	School Psychologist Case Management
7	Franco, Kevin	OT	$582.15	15 days	Occupational Therapy Evaluations
8	Freeborn, Rebecca	LDT-C	$403.38	4 days	LDT-C Case Management
9	Giordano, Tessa	OT	$385.00	15 days	Occupational Therapy Evaluations
10	Perez, Linette	SLS	$452.71	15 days	Speech/Language Evaluations
11	Santiago, Amanda	School Psychologist	$389.97	10 days	School Psychologist Evaluations and Case Management
12	Ventricelli, Kathryn	LDT-C	$567.76	20 days	LDT-C Evaluations and Case Management

SUMMER EMPLOYMENT - SECRETARIAL STAFF

22. RESOLVED, that the following staff be appointed to work as described below at the rate indicated.

Secretarial Staff					
	Name	*Position*	*Per diem rate based on 26/27 Base salary*	*Effective weekdays as denoted below for a total time period not to exceed:*	*Days related to work for:*
1	Osterman, Georgia	Secretary to the EMS Assistant Principal	$283.31	10 days from 7/14/26 thru 8/14/26	EMS

COMMUNITY SCHOOL

23. RESOLVED, that the staff listed below be appointed for the 2026/2027 Roxbury Community School BASES Program. All expenses will be paid from collected tuition and employment is dependent upon sufficient enrollment.

	Name	*Loc*	*Title*	*Rate*	*Start Date*	*End Date*	*Discussion*
1	Barry, Kenneth	K-4	Supervisor Certified (Sub)	$40/Hour $35/Hour	08/01/26	06/30/27	
2	Rose, Denise	K-4	Supervisor Certified (Sub)	$40/Hour $35/Hour	08/01/26	06/30/27	

24. RESOLVED, that the staff listed below be appointed for the 2026/2027 Roxbury Community School Programs. All expenses will be paid from collected tuition and employment is dependent upon sufficient enrollment.

	Name	*Loc*	*Title*	*Hourly Rate*	*Start Date*	*End Date*	*Discussion*
1	Shadwell, Christopher	RHS	Financial Literacy	$110/Student	06/29/26	08/21/26	Min: 5 | Max: 100

25. RESOLVED, that the staff listed below be appointed for the 2026/2027 Roxbury Community School Preschool Program. All expenses will be paid from collected tuition and employment is dependent upon sufficient enrollment.

	Name	*Loc*	*Title*	*Hourly Rate*	*Start Date*	*End Date*	*Discussion*
1	Berta, Yvette	KES	Aide Sub Teacher	$22/Hour $30/Hour	08/01/26	06/30/27	Not to exceed 29.75 hrs/wk with various district positions.
2	Cudnik, Stacey	KES	Sub Teacher	$30/Hour	08/01/26	06/30/27	Not to exceed 29.75 hrs/wk with various district positions.
3	Diorio, Krista	KES	Teacher	$35/Hour	08/01/26	06/30/27	Not to exceed 29.75 hrs/wk with various district positions.
4	Diorio, Krista	KES	Teacher	$75/Week	08/01/26	06/30/27	PLC & Planning Time
5	Friedella, Tracy	KES	Aide	$22/Hour	08/01/26	06/30/27	Not to exceed 29.75 hrs/wk with various district positions.
6	Lewis, Rebecca	KES	Sub Aide	$22/Hour	08/01/26	06/30/27	Not to exceed 29.75 hrs/wk with various district positions.
7	Marantz, Anne	KES	Sub Aide Sub Teacher	$22/Hour $30/Hour	08/01/26	06/30/27	Not to exceed 29.75 hrs/wk with various district positions.
8	Mazza, Lorna	KES	Aide	$22/Hour	08/01/26	06/30/27	Not to exceed 29.75 hrs/wk with various district positions.
9	Montesano, Dawn	KES	Sub Aide Sub Teacher	$22/Hour $30/Hour	08/01/26	06/30/27	Not to exceed 29.75 hrs/wk with various district positions.
10	Opalka, Angela	KES	Aide	$22/Hour	08/01/26	06/30/27	Not to exceed 29.75 hrs/wk with various district positions.
11	Salarerno, Phoebe	KES	Sub Aide	$22/Hour	08/01/26	06/30/27	Not to exceed 29.75 hrs/wk with various district positions.
12	Spicka, Stacy	KES	Teacher	$35/Hour	08/01/26	06/30/27	Not to exceed 29.75 hrs/wk with various district positions.
13	Spicka, Stacy	KES	Teacher	$75/Week	08/01/26	06/30/27	PLC & Planning Time
14	Stritenberger, Sydney	KES	Aide	$22/Hour	08/01/26	06/30/27	Not to exceed 29.75 hrs/wk with various district positions.
15	Weiss, Donna	KES	Sub Aide Sub Teacher	$22/Hour $30/Hour	08/01/26	06/30/27	Not to exceed 29.75 hrs/wk with various district positions.
16	Wilks, Laura	KES	Aide	$22/Hour	08/01/26	06/30/27	Not to exceed 29.75 hrs/wk with various district positions.

E. Executive Session

*1. WHEREAS, Chapter 231, P.L. 1975, also known as the Sunshine Law, authorizes a public body to meet in Executive Session under certain limited circumstances; and

WHEREAS, said law requires the Board of Education to adopt a resolution at a public meeting before it can meet in such an Executive Session; and

WHEREAS, the Board of Education is anticipating to hold a Regular Meeting on August 17, 2026 at 6:30 p.m. at Lincoln Roosevelt School; and

WHEREAS, the Board of Education intends to discuss matters in Executive Session at this meeting;

NOW THEREFORE, BE IT RESOLVED, that the Roxbury Township Board of Education expects to discuss personnel, student matters, negotiations and matters covered by attorney client privilege during the aforementioned Executive Session; and

BE IT FURTHER RESOLVED, that the public portion of the aforementioned Roxbury Township Board of Education Regular Meeting will commence at 7:30 p.m.

XVII. PUBLIC COMMENTS – There is a three-minute time limit, per Board Policy.

XVIII. BOARD MEMBER COMMENTS

XIX. EXECUTIVE SESSION - (IF NECESSARY)

XX. PUBLIC SESSION – (IF NECESSARY)

XXI. ADJOURNMENT

		POSITION LOC	POSITION TYPE	POSITION	ASSIGNMENT	26/27 LAST NAME	26/27 FIRST NAME	26/27 TOTAL Stipend	26/27 Note about Assignment
	1	JES	CLUB	Early Act	Co-Advisor	DeMaio	Brittany	$438	
	2	JES	CLUB	Early Act	Co-Advisor	Rose	Andrew	$438	
	3	KES	CLUB	Early Act	Advisor	Iuvone	Erica	$875	
	4	NES	CLUB	Early Act	Co-Advisor	Echevarria	Stephanie	$438	
	5	NES	CLUB	Early Act	Co-Advisor	Gonzalez Douglas	Stephanie	$438	
*	6	NES & RHS	CLUB	Rox Buddies	Co-Advisor	Capone	Rebecca	$1,100	
*	7	NES & RHS	CLUB	Rox Buddies	Co-Advisor	O'Connor	Chrisine	$1,100	
	8	EMS	CLUB	Academic Team	Advisor	Iacobino	Kristin	$2,500	
	9	EMS	CLUB	Art Club	Advisor	Hagemann	Regina	$2,475	
	10	EMS	CLUB	Builders Club	Co-Advisor	Esposito	Elizabeth	$1,238	
	11	EMS	CLUB	Builders Club	Co-Advisor	Tucker	Elizabeth	$1,238	
	12	EMS	CLUB	Chess & Strategic Gaming Club	Advisor	Gibson	Ryan	$2,475	
	13	EMS	CLUB	Equal Rights Advocacy Club	Advisor	Harrison Calderon	Jessica	TBD	Stipend pending negotiations w/ REA
	14	EMS	CLUB	Fellowship of Christian Athletes	Co-Advisor	Brown	Karisa	$1,238	
	15	EMS	CLUB	Fellowship of Christian Athletes	Co-Advisor	Del Rosario	Monica	$1,238	
	16	EMS	CLUB	Intramurals	Co-Advisor	Capra	Robert	$1,875	
	17	EMS	CLUB	Intramurals	Co-Advisor	Pilrun	Amy	$1,875	
	18	EMS	CLUB	Math League	Co-Advisor	Richardson	Kiley	$1,250	
	19	EMS	CLUB	Math League	Co-Advisor	Thomas	Jaclyn	$1,250	
	20	EMS	CLUB	News / Literacy Magazine	Co-Advisor	Cozin	Ben	$1,400	
	21	EMS	CLUB	News / Literacy Magazine	Co-Advisor	Darling	Samantha	$1,400	
	22	EMS	CLUB	Peer Mentoring	Co-Advisor	Esposito	Geri	$800	
	23	EMS	CLUB	Peer Mentoring	Co-Advisor	Lomuntad	Caroline	$800	
	24	EMS	CLUB	Peer Mentoring	Co-Advisor	Torres-Davis	Evelyn	$800	
	25	EMS	CLUB	Robotics & STEAM	Advisor	Moskowitz	Phillip	$3,150	
	26	EMS	CLUB	Spanish Club	Advisor	Cordeiro	Marcia	$2,350	
	27	EMS	CLUB	Student Council	Co-Advisor	Richman	Margery	$1,300	
	28	EMS	CLUB	Student Council	Co-Advisor	Rodas	Shannon	$1,300	
	29	EMS	CLUB	Technology Club	Co-Advisor	Capra	Robert	$1,025	
	30	EMS	CLUB	Technology Club	Co-Advisor	Farina	Kimberly	$1,025	
	31	EMS	CLUB	Yearbook	Advisor	Farina	Kimberly	$2,700	
	32	EMS	CLUB/PA	Choral (Encores)	Advisor	Harrison Calderon	Jessica	$3,725	
	33	EMS	CLUB/PA	Choral (Harmonies)	Advisor	Harrison Calderon	Jessica	$3,725	
	34	EMS	CLUB/PA	Honors Band	Advisor	Monaghan	Mark	$2,350	
	35	EMS	CLUB/PA	Jazz Band Ensemble	Advisor	Monaghan	Mark	$3,725	
	36	EMS & LRS	CLUB	Advisory	Co-Advisor	Gallo	Christine	$1,275	
	37	EMS & LRS	CLUB	Advisory	Co-Advisor	Jamieson	Melissa	$1,275	
*	38	RHS	CLUB	Academic Decathlon	Advisor	Demova	Bohdanka	$3,650	
*	39	RHS	CLUB	Academy for Sports Medicine Club	Advisor	Koch	Joseph	$2,300	
*	40	RHS	CLUB	Aviation	Co-Advisor	Gottfried	Michael	$1,825	
*	41	RHS	CLUB	Aviation	Co-Advisor	Hayden	Lee	$1,825	
*	42	RHS	CLUB	Best Buddies	Co-Advisor	Hughes	David	$975	
*	43	RHS	CLUB	Best Buddies	Co-Advisor	McGinley	Birsen	$975	
*	44	RHS	CLUB	Class Advisor - Gr. 09	Advisor	Mainiero	Melissa	$2,300	
*	45	RHS	CLUB	Class Advisor - Gr. 10	Co-Advisor	Christiansen	Emily	$1,175	
*	46	RHS	CLUB	Class Advisor - Gr. 10	Co-Advisor	Wassmer	Kaitlyn	$1,175	
*	47	RHS	CLUB	Class Advisor - Gr. 11	Advisor	Heddy	Elizabeth	$2,300	
*	48	RHS	CLUB	Class Advisor - Gr. 11	Assistant Advisor	Santoro	Kimberly	$1,500	
*	49	RHS	CLUB	Class Advisor - Gr. 12	Advisor	OBraitis	Casey	$2,600	
*	50	RHS	CLUB	Class Advisor - Gr. 12	Assistant Advisor	Hamade	Rabiye	$1,500	
*	51	RHS	CLUB	Debate	Advisor	Connolly	James	$3,200	
*	52	RHS	CLUB	DECA	Co-Advisor	Mainiero	Melissa	$1,300	
*	53	RHS	CLUB	DECA	Co-Advisor	Shadwell	Christopher	$1,300	
*	54	RHS	CLUB	e-Sports	Co-Advisor	Hellner	Thomas	$2,708	
*	55	RHS	CLUB	e-Sports	Co-Advisor	Pitzer	Curtis	$2,708	
*	56	RHS	CLUB	Environmental Club	Co-Advisor	Dunn	Robin	$1,300	
*	57	RHS	CLUB	Environmental Club	Co-Advisor	Fagan	Margaret	$1,300	
*	58	RHS	CLUB	Equal Rights Advocacy Club	Co-Advisor	Christiansen	Emily	$1,250	
*	59	RHS	CLUB	Equal Rights Advocacy Club	Co-Advisor	Hamade	Rabiye	$1,250	

Grouped by POSITION LOC and POSITION TYPE; then organized by POSITION & ASSIGNMENT

	POSITION LOC	POSITION TYPE	POSITION	ASSIGNMENT	26/27 LAST NAME	26/27 FIRST NAME	26/27 TOTAL Stipend	26/27 Note about Assignment
* 60	RHS	CLUB	FBLA	Co-Advisor	Shadwell	Christopher	$1,300	
* 61	RHS	CLUB	FBLA	Co-Advisor	Sliwinski	Wojciech	$1,300	
* 62	RHS	CLUB	Film Club	Advisor	Hughes	David	$1,950	
* 63	RHS	CLUB	French Club	Co-Advisor	Lisa	Kerry	$987	
* 64	RHS	CLUB	French Club	Co-Advisor	Santoro	Kimberly	$987	
* 65	RHS	CLUB	Future Educators Association	Co-Advisor	Burleigh	Deborah	$1,450	
* 66	RHS	CLUB	Future Educators Association	Co-Advisor	Kroog	Barbara	$1,450	
* 67	RHS	CLUB	Gael Vision	Director	Burleigh	Deborah	$4,250	
* 68	RHS	CLUB	Gael Vision	Director	Caivano	Roxana	$4,250	
* 69	RHS	CLUB	HOSA	Advisor	Kalodner	Isabel	TBD	Stipend pending negotiations w/ REA
* 70	RHS	CLUB	Interact	Advisor	Wassmer	Kaitlyn	$3,200	
* 71	RHS	CLUB	Junior State of America	Advisor	Tomasheski	Paul	$2,300	
* 72	RHS	CLUB	Literary Magazine	Advisor	Kalodner	Isabel	$2,800	
* 73	RHS	CLUB	Math League	Advisor	McCracken	Jennifer	$2,200	
* 74	RHS	CLUB	National Art Honor Society	Advisor	Roman	Monica	$3,000	
* 75	RHS	CLUB	National Honor Society	Co-Advisor	Kroog	Barbara	$1,550	
* 76	RHS	CLUB	National Honor Society	Co-Advisor	Mc Cracken	Jennifer	$1,550	
* 77	RHS	CLUB	Peer Leadership	Advisor	Bewalder	Kevin	$2,400	
* 78	RHS	CLUB	Peer Leadership	Advisor	Hardy	Barbra	$2,400	
* 79	RHS	CLUB	Peer Leadership	Advisor	Kulick	Justin	$2,400	
* 80	RHS	CLUB	Peer Leadership	Advisor	McCracken	Jennifer	$2,400	
* 81	RHS	CLUB	PRISM	Advisor	Morano	Gianna	$2,100	
* 82	RHS	CLUB	Rox THON	Advisor	Gottfried	Michael	$4,200	
* 83	RHS	CLUB	Rox THON	Assistant Advisor	Richman	Margery	$2,300	
* 84	RHS	CLUB	Science League	Advisor	O'Brien	William	$2,200	
* 85	RHS	CLUB	Spanish Club	Co-Advisor	Bedoya	Judy	$1,175	
* 86	RHS	CLUB	Spanish Club	Co-Advisor	Navarro	Maria	$1,175	
* 87	RHS	CLUB	Student Council	Co-Advisor	Hansen	James	$2,075	
* 88	RHS	CLUB	Student Council	Co-Advisor	Kaine	Shari	$2,075	
* 89	RHS	CLUB	Varsity "R"	Co-Advisor	Dolan	James	$1,100	
* 90	RHS	CLUB	Varsity "R"	Co-Advisor	Monaco	David	$1,100	
* 91	RHS	CLUB	Yearbook	Advisor	Schilling	Scott	$4,825	
* 92	RHS	CLUB	Yearbook	Assistant Advisor	Speronza	Jane-Frances	$4,150	
* 93	RHS	CLUB/PA	Concert Band	Advisor	Conrad	Jeffrey	$5,500	
* 94	RHS	CLUB/PA	Indoor Color Guard	Advisor	Verlezza	Sydney	$4,218	
* 95	RHS	CLUB/PA	Indoor Percussion	Co-Advisor	Jenkins	Christopher	$2,109	Stipend pending negotiations w/ REA
* 96	RHS	CLUB/PA	Indoor Percussion	Co-Advisor	Kulick	Justin	$2,109	Stipend pending negotiations w/ REA
* 97	RHS	CLUB/PA	Jazz Band	Advisor	Conrad	Jeffrey	$3,675	
* 98	RHS	CLUB/PA	Jazz Band	Advisor	Sweer	Ryan	$3,675	
* 99	RHS	CLUB/PA	Tri-M Music Honor Society	Co-Advisor	Sweer	Krista	$1,450	
* 100	RHS	CLUB/PA	Tri-M Music Honor Society	Co-Advisor	Sweer	Ryan	$1,450	
* 101	RHS	CLUB/PA	Vocal Jazz	Advisor	Hachey	Patrick	$3,675	
* 102	RHS	CLUB/PA	Vocal Jazz	Advisor	Sweer	Krista	$3,675	
* 103	RHS	CLUB/PA	Vocal Music	Advisor	Hachey	Patrick	$5,200	
* 104	RHS	CLUB/PA	Vocal Music	Assistant Advisor	Sweer	Krista	$2,800	

		POSITION LOC	POSITION TYPE	POSITION	ASSIGNMENT	26/27 LAST NAME	26/27 FIRST NAME	26/27 TOTAL Stipend	26/27 Note about Assignment
*	1	RHS	PLAY/FALL	Fall Drama	Advisor	Hachey	Patrick	$4,500	
*	2	RHS	PLAY/FALL	Fall Drama	Assistant Advisor	Hansen	James	$2,600	

	Name	*Start Date*	*End Date*	*Loc of Prog/Class*	*Program/ Class*	*Salary Guide / Step*	*Addl. Salary not to exceed*	*Discussion*
1	Darling, Samantha	8/26/26	6/15/27	EMS	Gr. 7 Social Studies	26/27 MA Step 7-9	$13,860	26/27 Salary Guide & Addl Salary pending aprvl of SD's movement-on-guide @ BOE 8/17/26.
2	Hagemann, Regina	8/26/26	6/15/27	EMS	Adaptive Art	26/27 MA+30 Step 15-17	$17,656	
3	Matullo, Lauren	8/26/26	6/15/27	EMS	Gr. 7 ELA, LLD	26/27 BA+15 Step 7-9	$13,393	
4	Meola, Louis	8/26/26	6/15/27	EMS	Gr. 7 Social Studies	26/27 MA+30 Step 23	$20,439	
5	Moskowitz, Phillip	8/26/26	6/15/27	EMS	Gr. 8 Science	26/27 MA+30 Step 13	$16,285	
6	Pena, Rebecca	8/26/26	6/15/27	EMS	Gr. 7 Math, LLD	26/27 BA+15 Step 10-11	$13,913	
7	Pilrun, Amy	8/26/26	6/15/27	EMS	Gr. 8 Science	26/27 MA Step 7-9	$13,860	
8	Rose, Denise	8/26/26	6/15/27	EMS	Gr. 7 ICR	26/27 MA+30 Step 14	$16,887	26/27 Salary Guide & Addl Salary pending aprvl of DR's movement-on-guide @ BOE 8/17/26.
9	Smith, Shawn	8/26/26	6/15/27	EMS	Gr. 8 Science	26/27 MA+30 Step 23	$20,439	
10	Spargo, Justin	8/26/26	6/15/27	EMS	Adaptive PE	26/27 BA+15 Step 23	$19,058	

ROXBURY SCHOOL DISTRICT

Unaffiliated Salaried Employees Terms and Conditions of Employment Employee Benefits and Guidelines

Effective July 1, 2026 - June 30, 2027

BOE Approved: July 13, 2026
*****Referenced in Board Policy 4120- Employment of Support Staff Revised and Approved: July 1, 2023, July 1, 2022, March 2021, October 2019, December 17, 2018***

Article I: Applicability

A. This document describes the terms and conditions of employment by the Roxbury Board of Education ("Board") for the following positions which shall be defined as:

1. Middle Managers/Coordinators

Community Relations/Community School Coordinator
Director of Transportation
Director of Buildings and Grounds
Director of Security
Director of Special Projects
Payroll Coordinator
Transportation Coordinator
Fleet Manager
Technology Supervisor

2. Confidential Secretaries/Support

Secretary to the Superintendent
Secretary to the Business Administrator/Board Secretary
Secretary to Human Resources Director/Benefits Coordinator

3. Information Specialists

Network Administrator
Systems Administrator
Data Specialist

4. District Support

Dispatcher
Computer Technician
Innovative Technician

Article II: Work Year

A. All positions identified in Article I are required to work on a 12-month basis. B. The following holidays will be granted with pay providing they do not interfere with the school calendar. In the event the listed days interfere with the school calendar, adjustments will be made by the Superintendent.

1.

Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King's Birthday
Day after Thanksgiving Day	President's Day
Christmas Eve Day	Good Friday
Christmas Day	Memorial Day
Scheduled Jewish Holidays on District Calendar	

2. If any of the above holidays falls on a non-scheduled workday, the holiday will be taken the day preceding or the first working day following the holiday, at the discretion of the Superintendent.

3. In addition to the above holidays, employees will have three (3) floating holidays available to be scheduled with his/her supervisor or the Superintendent. These days are non-cumulative if unused and may not be carried forward.

4. Employees will not be required to report to work on days when the District Central Office or the school building to which the employee is assigned is closed by direction of the superintendent (or his/her designee) due to emergency conditions.

Article III: Work Day

A. The work day will consist of 8 hours (i.e.: 8:30 AM until 4:30 PM) inclusive of a 60-minute lunch break, unless otherwise agreed upon with his/her supervisor or the superintendent.

B. Employees are required to work on all days that the District Central Office is open for business, except as provided otherwise in this document.

C. Employees identified in Article I.A.1 are not eligible for overtime or compensatory time.

D. Employees identified in Article I.A.2, I.A.3, and I.A.4 are eligible for overtime and/or compensatory time , but only with prior approval from the Superintendent or designee.

E. In the event that compensatory time is approved to be earned, it must be used prior to the conclusion of the school year with which it is earned and is not eligible for accrual. The usage of this time must be approved by the Superintendent no later than forty-eight (48) hours in advance.

F. Effective July 1, 2022, employees identified in Article I.A.2 are eligible for two (2) virtual work days to be scheduled with his/her supervisor or the Superintendent. These days are non-cumulative if unused and may not be carried forward.

Article IV: Vacation Policy

A. Effective July 1, 2019, any employees hired after June 1, 2019, named in these Terms and Conditions, will be granted twenty (20) vacation days, all of which shall be available to the employee at the start. If the employee does not complete the term of this contract, the number of vacation days shall be prorated at 1.66 days per month for the completed months of service. If the employee utilizes days in excess of this rate, compensation for those days shall be deducted from the employee's last check.

B. Effective July 1, 2019, employees hired prior to June 1, 2019 named in these Terms and Conditions, will earn vacation at a rate of 1.66 days per month actually worked for an annual maximum total of twenty (20) days. For purposes of accrual, in the first year of employment, an employee will earn vacation days for the months worked to be used in the next school year. These days will become available for use on July 1 of the next school year.

C. After ten (10) years of continuous employment in the positions named in these Terms and Conditions, vacation is earned at a rate of 1.83 days per month actually worked for an annual maximum total of twenty-two (22) days.

Employees may be permitted to borrow against vacation days to be earned in the same fiscal year at the discretion and approval of the Superintendent. Any vacation taken, but not earned shall be repaid at the employee's then current per diem rate of pay upon termination of employment.

Employees will be permitted to carryover a maximum seven (7) unused vacation days from one fiscal year to the next, which are not cumulative annually.

Upon resignation, retirement, or death the individual or estate shall receive a lump sum payment of the per diem rate for unused vacation days not to exceed the total of annual vacation days set forth above plus a maximum of seven (7) carryover days.

Article V: Leave Policy

A. Sick Leave

1. Each employee shall be entitled to twelve (12) sick leave days per year. Any unused sick leave days shall be cumulative and available for sick leave, if needed, in subsequent years.

B. Temporary Leave of Absence with Pay

1. All employees shall be entitled to five (5) days per year with pay for absences due to personal emergencies. Application to the employee's supervisor or designee for

personal leave shall be made at least two (2) days before taking such leave (except in cases of unforeseen emergencies). The following shall be considered as leave under this article: personal legal matters, severe illness in the family or immediate household, marriage of the employee or in the immediate family, religious holidays and other unforeseen emergencies.

2. Employees are permitted to transfer all unused personal emergency days to their sick leave bank yearly.

3. Three (3) days leave shall be available for the purpose of arranging or attending funeral services for each death in the immediate family or employee's household. Immediate family is defined as spouse, parent, grandparent, parent-in-law, sibling, sibling-in-law, child, grandchild, or a significant other who resides in the employee's household. Two (2) additional days of leave without deduction of pay shall be available for funeral arrangements or services for a parent, spouse, child or grandchild. Employees are not permitted to transfer or accumulate such

   bereavement leave to their sick bank.

4. Upon retirement or death after ten (10) years of service in the district, all employees identified in Article I, or the estate of said employee, shall receive a lump-sum payment at the employee's daily rate of pay for each unused day of accumulated sick leave earned while employed by the Board, up to a maximum payment of $15,000.00, in accordance with New Jersey State Law (N.J.S.A. 18A:30-3.5), which establishes a maximum statutory payout of $15,000 for unused sick leave.

5. The above provisions for payment for accumulated unused sick leave upon death do not apply to any employee hired after May 21, 2010, per NJ State law.

C. Unpaid Leave

1. All other unpaid leaves are governed in accordance with Board Policy, Board Regulations, NJ State, and Federal law.

<u>Article VI:</u> Insurance Protection

A. Employee contributions toward the cost of healthcare premiums will be at the percentage stipulated under the law P.L. 2011, Chapter 78 (Tier 4) or P.L. 2020, Chapter 44. B. Annually, the Board will offer employees one or more of the following insurance plans or equivalent with the availability of Single, Parent/Child, Employee/Spouse, and Family coverage:

1. Preferred Provider Organization (PPO) Plan (PPO, Managed Choice, POS)
2. Exclusive Provider Organization (EPO) Plan (OMNIA, Savings Plus)

3. High Deductible Health Plans (HDHP) with a Health Savings Account (HSA)

4. For all employees hired on or after July 1, 2020, New Jersey Educator's Health Plan (NJEHP) or Garden State Plan (GSP). In accordance with P.L. 2020, Chapter 44,

no other plan may be selected through December 31, 2027.

The Board reserves the right to change the insurance carriers and available plans. C. Contributions will be paid through payroll deduction in twenty four (24) equal payments during the fiscal year.

D. Employees must work thirty (30) or more hours per week to be eligible for full insurance benefits.

E. Employees who chose to waive medical insurance on an annual basis shall receive the following annual stipends paid 50% in December and 50% in June of each year.

1. Single - $5,000
2. Employee and Spouse - $5,700
3. Parent and Child - $5,300
4. Family - $6,000

F. Waivers will only be accepted during open enrollment periods.

G. The Board shall provide a dental plan to the employees and eligible dependents. Employees are responsible for their Chapter 78 contributions towards their dental plan. H. Upon hire, and if otherwise required annually due to job responsibilities, the Board shall provide a physical examination by a Board designated physician at no cost to the employee.

Article VII: Professional Development

A. Employees required to attend mandated training or workshops as identified by the employee's supervisor or superintendent will be at no cost to the employee. The cap for such professional development, unless otherwise approved by the superintendent, shall be $500 per employee per year.

Article VIII: Salary

A. Salary is offered by the Superintendent upon hire. Annually, employees may discuss salary for the next school year with the Superintendent.

Article IX : Mileage

A. Any employee who may be required to use his/her automobile in the performance of duties shall be reimbursed at the mileage rate established by the New Jersey Office of Management and Budget (OMB).

Article X: Severability

A. The individual duration of employment and terms of severability will be outlined in individual staff member contracts. In addition, this Terms and Conditions of Employment does not represent a contract for individuals or groups of employees. All staff positions identified in Article I are employed in accordance with the terms of their individual contracts. Nothing in this document implicitly or explicitly creates a promise of continued employment or obligation of any kind on the part of the District unless otherwise described by N.J.A.C. 18A: 60-1 et seq.

Article XI - Transition Protocol

A. This document shall supersede and nullify all prior versions of Terms and Conditions of Employment as well as past practices.

B. All accumulated sick and vacation time allowed for carryover, will be memorialized with the Director of Human Resources.

ROXBURY SCHOOL DISTRICT

Terms and Conditions of Employment
Unaffiliated Hourly Employees

Employee Benefits and Guidelines

Effective July 1, 2026 - June 30, 2027

BOE Approved: July 13, 2026
*****Referenced in Board Policy 4120- Employment of Support Staff***

Article I: Applicability

A. This document describes the terms and conditions of employment by the Roxbury Board of Education ("Board") for the following part-time positions which shall be defined as:

1. Security Guard (10-month)
2. Security Guard (12-month)
3. Cafeteria / Lunchroom Aide (10-month)
4. Transportation / Bus Aide (10-month)

Article II: Work Year

A. All positions identified in Article I are required to work according to the district calendar on days when students are present. 12-month security guards will also work a summer schedule.

B. Employees will not be required to report to work on days when the District Central Office or the school building to which the employee is assigned is closed by direction of the superintendent (or his/her designee) due to emergency conditions.

Article III: Work Day

A. The work day shall not exceed five (5) hours, unless otherwise agreed upon with his/her supervisor or the superintendent.

B. Employees are required to work on all days that students are present, except as provided otherwise in this document.

C. Employees identified in Article I are not eligible for overtime and/or compensatory time, except with prior approval from the Superintendent or designee.

D. In the event that compensatory time is approved to be earned, it must be used prior to the conclusion of the school year with which it is earned and is not eligible for accrual. The usage of this time must be approved by the Superintendent no later than forty-eight (48) hours in advance.

Article IV: Leave Policy

A. Sick Leave
   1. Each 10-month employee shall be entitled to ten (10) sick leave days per year. 12-month employees will be entitled to 2 additional days of sick leave. New employees shall be granted one (1) sick leave day per month of active employment during their

first year. Any unused sick leave days shall be cumulative and available for sick leave, if needed, in subsequent years.

B. Temporary Leave of Absence with Pay

1. All 10-month employees shall be entitled to three (3) non-consecutive days per year with pay for absences due to personal emergencies; 12-month employees shall be entitled to four (4) non-consecutive days per year. Application to the employee's supervisor or designee for personal leave shall be made at least two (2) days before taking such leave (except in cases of unforeseen emergencies). The following shall be considered as leave under this article: personal legal matters, severe illness in the family or immediate household, marriage of the employee or in the immediate family, religious holidays and other unforeseen emergencies.

2. Employees are permitted to transfer a maximum of three (3) unused personal emergency days to their sick leave bank yearly.

3. Three (3) days leave shall be available to attend funeral services for each death in the immediate family. Immediate family is defined as spouse, parent, grandparent, parent-in-law, sibling, child, grandchild, or a significant other who resides in the employee's household. Employees are not permitted to transfer or accumulate such bereavement leave.

C. Unpaid Leave

1. All other unpaid leaves are governed in accordance with Board Policy, Board Regulations, NJ State, and Federal law.

Article V: Insurance Protection

A. Employees identified in Article I shall not be eligible for enrollment in the district group health plans.

B. Employees must work thirty (30) or more hours per week to be eligible for full insurance benefits.

C. Upon hire, and if otherwise required annually due to job responsibilities, the Board shall provide a physical examination by a Board designated physician at no cost to the employee.

Article VI: Professional Development

A. Employees required to attend mandated training or workshops as identified by the employee's supervisor or superintendent will be at no cost to the employee. The cap for such professional development, unless otherwise approved by the superintendent, shall not exceed $500 per employee per year.

Article VII: Salary

Employees identified in Article I shall be offered a salary as determined by the Superintendent upon hire. The hourly rates indicated below are subject to annual review and revision upon the Superintendent's recommendation to the Board. On July 1 of each contract year, employees shall be actively employed for more than one-half of the prior 10-month or 12-month contractual period in order to receive the annual salary increment listed below:

2027 - 2028	Cafeteria / Lunchroom Aide	Transportation / Bus Aide	Security Guard (Armed)
All	$17.95	$18.30	$29.10

** Hourly rate increments effective July 1 will be determined annually by the Superintendent.
^ Any new employee hired before February 1 is credited a full year of service on July 1.

Article VIII: Severability

A. The individual duration of employment and terms of severability will be outlined in individual staff member contracts. In addition, these Terms and Conditions of Employment do not represent a contract for an individual or group of employees. All staff positions identified in Article I are employed as per the terms of their individual contracts. Nothing in this document implicitly or explicitly creates a promise of continued employment or obligation of any kind on the part of the District unless otherwise described by N.J.A.C. 18A: 60-1 et seq.

Article IX - Transition Protocol

A. This document shall supersede and nullify all prior versions of Terms and Conditions of Employment as well as past practices.
B. All accumulated attendance balances for carryover, will be memorialized with the Director of Human Resources.

POLICY

SECTION: OPERATIONS
#: P 8561
PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS (M)

8561 PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS (M)

The Board of Education adopts this Policy to identify their procurement plan for the United States Department of Agriculture's (USDA) School Nutrition Programs. School Nutrition Programs include, but are not limited to: the National School Lunch Program (NSLP); School Breakfast Program (SBP); Afterschool Snack Program (ASSP); Special Milk Program (SMP); Fresh Fruit and Vegetable Program (FFVP); Seamless Summer Option (SSO) of the NSLP; Summer Food Service Program (SFSP); the At-Risk Afterschool Meals component of the Child and Adult Care Food Program (CACFP); and the Schools/Child Nutrition USDA Foods Program.

The Board ~~of Education~~ is ultimately responsible for ensuring all procurement procedures for any purchases by the Board ~~of Education~~ and/or a food service management company (FSMC) comply with all Federal regulations, including but not limited to: 7 CFR Parts 210, 220, 225, 226, 245, 250; 2 CFR 200; State procurement statutes and administrative codes and regulations; local Board ~~of Education~~ procurement policies; and any other applicable State and local laws.

The procurement procedures contained in this Policy will be implemented beginning immediately, until amended. All procurements must maximize full and open competition. Source documentation will be maintained by the School Business Administrator/Board Secretary or designee and will be available to determine open competition, the reasonableness, the allowability, and the allocation of costs.

The Board ~~of Education~~ intentionally seeks to prohibit conflicts of interest in all procurement of goods and services.

A. General Procurement

The procurement procedures will maximize full and open competition, transparency in transactions, comparability, and documentation of all procurement activities. The school district's plan for procuring items for use in the School Nutrition Programs is as follows:

1. The School Business Administrator/Board Secretary will ensure all purchases will be in accordance with the Federal Funds Procurement Method Selection Chart – State Agency Form #358. Formal procurement procedures will be used as required by 2 CFR 200.318 through .326 and any State and local procurement code and regulations. Informal

procurement procedures (small purchase) will be required for purchases under the most restrictive small purchase threshold.

2. The following **threshold amounts apply** ~~procedures will be used~~ for all purchases:

Board Micro-Purchase Threshold: $7,950

Board Small Purchase Threshold: $53,000

The Board will follow formal procurement procedures for all purchases over the Small Purchase Threshold amount.

The Board will perform a cost or price analysis to determine the estimated dollar amounts for purchases and thus the required procurement method.

~~Product/Services~~	~~FSMC Contract~~
~~Estimated Dollar Amount~~	~~Over $150,000~~
~~Procurement Method~~	~~RFP~~
~~Evaluation~~	~~Price and other factors~~
~~Contract Award Type~~	~~Cost Reimbursable~~
~~Contract Duration/Frequency~~	~~July 1 – June 30 One (1) year with renewals up to five (5) years~~

B. Micro-Purchase Procedures

1. Public/Charter Schools

Purchases of supplies or services, as defined by 2 CFR 200.67, will be awarded without soliciting competitive price quotations if the price is reasonable in accordance with N.J.S.A. 18A:18A-37.~~(~~a.~~)~~ and below thresholds established by the State Treasurer for informal receipt of quotations. Purchases will be distributed equitably among qualified suppliers with reasonable prices. Records will be kept for micro-purchases.

2. Non-Public Schools

Purchases of supplies or services, within the Federal micro-purchase threshold ~~(the aggregate amount does not exceed the Federal micro-purchase threshold~~ as **defined** ~~set~~ by 2 CFR 200.67~~)~~ will be awarded without soliciting competitive price quotations if the price is reasonable. Purchases will be distributed equitably among qualified suppliers with reasonable prices. Records will be kept for micro-purchases.

~~3. Formal bid procedures will be applied on the basis of:~~

~~**[Choose one or more of the following:**~~

~~___centralized system;~~
~~___individual school;~~
~~___multi-school system; and/or~~
~~___State contract.]~~

~~4. Because of the potential for purchasing more than public or non-public informal/small purchase threshold amount, or the Board approved threshold if less, it will be the responsibility of the School Business Administrator/Board Secretary to document the amounts to be purchased so the correct method of procurement will be followed.~~

C. Small Purchase Procedures

If the amount of purchases for items is less than the Board's small purchase threshold, the following small purchase procedures including quotes will be used. Quotes from a minimum number of three qualified sources will be required.

1. Written specifications will be prepared and provided to all vendors.

2. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of three vendors must be contacted.

3. The School Business Administrator/Board Secretary or designee will be responsible for contacting potential vendors when price quotes are needed.

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4. The price quotes will receive appropriate confidentiality before award.

5. Quotes will be awarded by the School Business Administrator/Board Secretary. Quotes will be awarded based on the lowest price.

6. The School Business Administrator/Board Secretary will be responsible for documentation of records to show selection of vendor, names of all vendors contacted, price quotes from each vendor, and written specifications.

7. The School Business Administrator/Board Secretary or designee will be responsible for documentation that the actual product specified is received.

8. Any time an accepted item is not available, the School Business Administrator/Board Secretary will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.

9. The School Business Administrator/Board Secretary or designee is required to sign all quote tabulations, signifying a review and approval of the selections.

D~~C~~. Formal Procurement

When a formal procurement method is required, ~~the following competitive sealed bid or an~~ Invitation for Bid (IFB) or ~~competitive proposal in the form of a~~ Request for Proposal (RFP) procedures will apply:

1. An announcement of an IFB or a RFP will be placed in the Board designated official newspaper to publicize the intent of the Board ~~of Education~~ to purchase needed items. ~~The advertisement for bids/proposals or legal notice will be published in the official newspaper for at least one day in accordance with the provisions of N.J.S.A. 18A:18A-21.~~

   a. The advertisement of the IFB or legal notice will run for one day a minimum of ten calendar days prior to the bid opening.

POLICY

b. The advertisement of the RFP or legal notice will run for one day a minimum of twenty calendar days prior to the proposal due date.

2. An advertisement ~~in the official newspaper for at least one day~~ is required for all purchases over the school district's small purchase threshold ~~as outlined in Federal Funds Procurement Method Section Chart – State Agency Form #358~~. The **announcement (**advertisement **or legal notice)** will contain ~~the following~~:

   a. A general description of items to be purchased;

   b. The deadline for submission of questions and the date written responses will be provided, including addenda to bid specifications, terms, and conditions as needed;

   c. The date of the pre-bid meeting, if provided, and if attendance is a requirement for bid award;

   d. The deadline for submission of sealed bids or proposals; and

   e. The address of the location where complete specifications and bid forms may be obtained.

3. In an IFB or RFP, each vendor will be given an opportunity to bid **or propose** on the same specifications.

4. The developer of written specifications or descriptions for procurements will be prohibited from submitting bids or proposals for such products or services.

5. The IFB or RFP **must** ~~will~~ clearly define the purchase conditions. The following list includes requirements, not exclusive, to be addressed in the procurement document:

   a. Contract period for the base year and renewals as permitted;

   b. The Board ~~of Education~~ is responsible for all contracts awarded (statement);

   c. Date, time, and location of IFB/RFP opening;

d. How the vendor is to be informed of bid acceptance or rejection;

e. Delivery schedule;

f. **IFB** **r**~~R~~equirements (terms and conditions) **that** ~~the~~ bidder must fulfill in order for bid to be **awarded** ~~evaluated~~;

g. RFP requirements (terms and conditions) that proposer must fulfill in order for proposal to be evaluated and awarded;

h~~g~~. Benefits to which the Board ~~of Education~~ will be entitled if the contractor cannot or will not perform as required;

i~~h~~. Statement assuring positive efforts will be made to involve small and minority businesses, women's business enterprises, and labor surplus area firms;

j~~i~~. Statement regarding the return of purchase incentives, discounts, rebates, and credits under a cost reimbursement FSMC contract to the Board ~~of Education~~'s nonprofit school food service account;

k~~j~~. Contract provisions as required in Appendix II to 2 CFR 200:

(1) Termination for cause and convenience – contracts in excess of $10,000;

(2) Equal Opportunity Employment – "**F**~~f~~ederally assisted construction contracts";

(3) Davis-Bacon Act – construction contracts in excess of $2,000;

(4) Contract work Hours and Safety Standards – contracts in excess of $100,000;

(5) Right to inventions made under a contract or agreement – if the contract meets the definition of a "funding agreement" under 37 CFR 401.2(a);

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(6) Clean Air Act – contracts in excess of $150,000;

(7) Debarment and Suspension – all Federal awarded contracts;

(8) Byrd Anti-Lobbying Amendment – contracts in excess of $100,000; and

(9) Contracts must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

l~~k~~. Contract provisions as required in 7 CFR 210.21(f) for all cost reimbursable contracts;

m~~l~~. Contract provisions as required in 7 CFR 210.16(a)(1-10) and 7 CFR 250.53 for food service management company contracts;

~~m. Procuring instrument to be used are purchase orders from firm fixed prices after formal bidding;~~

n. Price adjustment clause for renewal of multi-year contracts as defined in N.J.S.A. 18A:18A-~~4~~2**. – Definitions**. The "index rate" means the annual percentage increase rounded

to the nearest half percent in the implicit price deflator for State and local government purchases of goods and services computed and published quarterly by the U.S. Department of Commerce, Bureau of Economic Analysis;

o. Method of evaluation and type of contract to be awarded (solicitations using an IFB are awarded to the lowest responsive and responsible bidder; solicitations using a RFP are awarded to the most advantageous **proposer** ~~bidder/offeror~~ with price as the primary factor among **other** factors considered);

p. Method of award announcement and effective date (if intent to award is required by State or local procurement requirements);

q. Specific bid protest procedures including contact information of person and address and the date by which a written protest must be received;

r. Provision requiring access by duly authorized representatives of the Board ~~of Education~~, New Jersey Department of Agriculture (NJDA), ~~United States Department of Agriculture (~~USDA~~)~~, or Comptroller General to any books, documents, papers, and records of the contractor which are directly pertinent to all negotiated contracts;

s. Method of shipment or delivery upon contract award;

t. Provision requiring contractor to maintain all required records for three years after final payment and all other pending matters (audits) are closed for all negotiated contracts;

u. Description of process for enabling vendors to receive or pick up orders upon contract award;

v. Provision requiring the contractor to recognize mandatory standards/policies related to energy efficiency contained in the Energy Policy and Conservation Act (PL 94-163);

w. Signed statement of non-collusion;

x. Signed Debarment/Suspension Certificate, clause in the contract or a copy of search results from the System for Award Management (SAM);

y. Provision requiring "Buy American" as outlined in 7 CFR Part 210.21(d) **and 7 CFR Part 220.16(d)** and USDA Guidance Memo SP **23-2024** ~~38-2017, including specific instructions for prior approval and documentation of utilization of non-domestic food products only~~;

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z. Specifications and estimated quantities of products and services prepared by the **Board** ~~school district~~ and provided to potential contractors desiring to submit bids/proposals for the products or services requested; and

aa. The Board ~~of Education~~'s Electronic Signature Policy **(see New Jersey Uniform Electronic Signature Transaction Act, N.J.S.A. 12A:12-1 et seq.).**

6. If any potential vendor is in doubt as to the true meaning of specifications or purchase conditions, questions may be sent to the **representatives listed below** ~~School Business Administrator/Board Secretary~~. The **Board's** ~~School Business Administrator/Board Secretary or designee's~~ response will be provided in writing to all potential bidders **or proposers** within five (5) days.

a. The School Business Administrator/Board Secretary will be responsible for providing responses to questions and securing all bids or proposals.

b. The School Business Administrator/Board Secretary will be responsible to ensure all Board ~~of Education~~ procurements are conducted in compliance with applicable Federal, State, and local procurement regulations.

~~c. The following criteria will be used in awarding contracts as a result of bids/proposals. Price must be the highest weighted criteria. Examples of other possible criteria include quality, service, delivery, and availability.~~

7. In awarding a RFP, a set of award criteria in the form of a weighted evaluation sheet will be provided to each **proposer** ~~bidder~~ in the initial **RFP** ~~bid~~ document materials. Price alone is not the sole basis for award, but remains the primary consideration among all factors when awarding a contract. Following evaluation**s** ~~and negotiations~~, a firm fixed price or cost reimbursable contract is awarded.

a. The contracts will be awarded to the responsible ~~bidder/~~proposer whose ~~bid or~~ proposal is responsive to the **request** ~~invitation~~ and is most advantageous to the Board ~~of Education~~, price as the primary, and other factors considered. Any and all ~~bids or~~ proposals may be rejected in accordance with the law.

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b. The School Business Administrator/Board Secretary or designee is required to sign on the ~~bid tabulation of competitive sealed bids or the~~ evaluation criterion score sheet of competitive proposals signifying a review and approval of the selections.

c. The School Business Administrator/Board Secretary shall review the procurement system to ensure compliance with applicable laws.

d. The School Business Administrator/Board Secretary or designee will be responsible for **the** documentation that the actual product specified was received.

e. Any time an accepted item is not available, the School Business Administrator/Board Secretary will select the acceptable alternate. The contractor must inform the School Business Administrator/Board Secretary within one workday if a product is not available. In the event a nondomestic agricultural product is to be provided to the Board ~~of Education~~, the contractor must obtain, in advance, written approval for the product. The School Business Administrator/Board Secretary must comply with the **"**Buy American**" p**~~P~~rovision.

f. Full documentation regarding the reason an accepted item was unavailable, and the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for this documentation is the School Business Administrator/Board Secretary.

g. The School Business Administrator/Board Secretary is responsible for maintaining all procurement documentation.

8. In awarding an IFB, price is the only consideration.

a. The contract will be awarded to the responsible bidder whose bid is responsive to the invitation and is the lowest price. Any and all bids may be rejected in accordance with the law.

b. The School Business Administrator/Board Secretary is required to sign on the bid tabulations of competitive sealed bids.

c. The School Business Administrator/Board Secretary reviews the procurement system to ensure compliance with applicable laws.

d. The School Business Administrator/Board Secretary is responsible for documentation that the actual product specified is received.

e. Any time an accepted item is not available, the School Business Administrator/Board Secretary will select the acceptable alternate. The contractor must inform the School Business Administrator/Board Secretary within one workday if a product is not available. In the event a nondomestic agricultural product is to be provided to the Board, the contractor must obtain, in advance, written approval for the product. The School Business Administrator/Board Secretary must comply with the "Buy American" provision.

f. Full documentation regarding the reason an accepted item was unavailable, and the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for this documentation is the School Business Administrator/Board Secretary.

g. The School Business Administrator/Board Secretary is responsible for maintaining all procurement documentation.

~~D. Small Purchase Procedures~~

~~If the amount of purchases for items is less than the school district's small purchase threshold as outlined in the Federal Funds Procurement Method Selection Chart – State Agency Form #358, the following small purchase procedures including quotes will be used. Quotes from a minimum number of three qualified sources will be required.~~

~~1. Written specifications will be prepared and provided to all vendors.~~

~~2. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of three vendors shall be contacted.~~

~~3. The School Business Administrator/Board Secretary or designee will be responsible for contacting potential vendors when price quotes are needed.~~

~~4. The price quotes will receive appropriate confidentiality before award.~~

~~5. Quotes/Bids will be awarded by the School Business Administrator/Board Secretary. Quotes/Bids will be awarded on the following criteria. Quote/Bid price must be the highest weighted criteria. Examples of other possible criteria include quality, service, delivery, and availability.~~

~~6. The School Business Administrator/Board Secretary will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and written specifications.~~

~~7. The School Business Administrator/Board Secretary or designee will be responsible for documentation that the actual product specified is received.~~

~~8. Any time an accepted item is not available, the School Business Administrator/Board Secretary will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.~~

~~9. The School Business Administrator/Board Secretary or designee is required to sign all quote tabulations, signifying a review and approval of the selections.~~

E. Noncompetitive Proposal Procedures

If items are available only from a single source when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation, noncompetitive proposal procedures will be used:

1. Written specifications will be prepared and provided to the vendor.

2. The School Business Administrator/Board Secretary will be responsible for the documentation of records to fully explain the decision to use the noncompetitive proposal. The records will be available for audit and review.

3. The School Business Administrator/Board Secretary or designee will be responsible for documentation that the actual product or service specified was received.

4. The School Business Administrator/Board Secretary will be responsible for reviewing the procedures to be certain all requirements for using single source or noncompetitive proposals are met.

~~5. The noncompetitive micro-purchase method shall be used for one-time purchases of a new food item if the amount is less than the applicable Federal or State micro-purchase threshold to determine food acceptance by students and provide samples for testing purposes. A record of noncompetitive negotiation purchase shall be maintained by the School Business Administrator/Board Secretary or designee. At a minimum, the record of noncompetitive purchases shall include: item name; dollar amount; vendor; and reason for noncompetitive procurement.~~

5~~6~~. A member or representative of the Board ~~of Education~~ will approve, in advance, all procurements that result from noncompetitive negotiations.

F. Miscellaneous Provisions

~~1. New product evaluation procedures will include a review of product labels and ingredients; an evaluation of the nutritional value; taste tests and surveys; and any other evaluations to ensure the new product would enhance the program.~~

1~~2~~. The Board ~~of Education~~ agrees the reviewing official of each transaction will be the School Business Administrator/Board Secretary.

2~~3~~. Payment will be made to the vendor when the contract has been met and verified and has met the Board ~~of Education~~'s procedures for payment. (If prompt payment is made, discounts, etc., are accepted.)

3~~4~~. Specifications will be updated as needed.

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4~~5~~. If the product is not as specified, the following procedure, including, but not limited to, will take place: remove product from service; contact vendor for approved alternate product; or remove product from bid.

G. Emergency Purchases

1. If it is necessary to make a one-time emergency procurement to continue service or obtain goods, and the public exigency or emergency will not permit a delay resulting from a competitive solicitation, the purchase must be authorized using a purchase order signed by the School Business Administrator/Board Secretary. The **following** emergency procedures **shall** ~~to~~ be followed ~~for such purchases shall be those procedures used by the school district for other emergency purchases consistent with N.J.S.A. 18A:18A-7~~.

   All emergency procurements shall be approved by the School Business Administrator/Board Secretary.

   At a minimum, the following emergency procurement procedures shall be documented ~~to include, but not be limited to~~: ~~item name; dollar amount; vendor; and reason for emergency.~~

   a. Item name;

   b. Dollar amount;

   c. Vendor; and

   d. Reason for emergency.

H. Purchasing Goods and Services – Cooperative Agreements, Agents, and Third-Party Services (Piggybacking)

1. When participating in intergovernmental and inter-agency agreements the Board ~~of Education~~ will ensure that competitive procurements are conducted in accordance with 2 CFR Part 200.318 through .326 and applicable program regulations and guidance.

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2. When utilizing the services of a co-op, agent, or third party the Board ~~of Education~~ will ensure that the following conditions have been met and considered as one source of pricing in addition to other prices:

   a. All procurements were subject to full and open competition and were made in accordance with Federal/State/local procurement requirements;

   b. The existing contract allows for the inclusion of additional Board**s** of Education~~s~~ that were not contemplated in the original procurement to purchase the same supplies/equipment through the original award;

   c. The specifications in the existing contract meet~~s~~ their needs and that the items being ordered are in the contract;

   d. The awarded contract requires all the Federally required certifications; e.g. **"**Buy American,**"** debarment, restrictions on lobbying, etc.;

   e. The agency will confirm the addition of their purchasing power (goods or services) to the procurement in scope or services does not create a material change, resulting in the need~~s~~ to **re-procure** ~~re-bid~~ the contract;

   f. Administrative costs (fees) for participating in the agreement are adequately defined, necessary and reasonable, and the method of allocating the cost to the participating agencies must be specified;

   g. The **"**Buy American**"** provisions are included in the procurement of food and agricultural products; and

   h. The agreement includes the basis for and method of allocating each discount, rebate, or credit and how they will be returned to each participating agency when utilizing a cost-reimbursable contract.

I. The "Buy American" Act

POLICY

1. The "Buy American" provision requires the Board to purchase, to the maximum amount practicable, domestic commodities or products. This provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture. Program regulations that govern this provision apply to a Board that operates the NSLP and SBP and are found at 7 CFR 210.21(d) and 7 CFR 220.16(d). The Board complies by:

a. Purchasing domestic commercial food products for the school meals programs;

b. Including "Buy American" provision language in procurement procedures, solicitations, and contracts; and

c. Tracking non-domestic commercial food purchases.

J~~I~~. Records Retention

1. The Board ~~of Education~~ shall agree to retain all books, records, and other documents relative to the award of the contract for three years after final payment. If there are audit findings that have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit. Specifically, the Board ~~of Education~~ shall maintain, at a minimum, the following documents:

a. Written rationale for the method of procurement;

b. A copy of the original solicitation;

c. The selection of contract type;

d. The bidding and negotiation history and working papers;

e. The basis for contractor selection;

f. Approval from the State agency to support a lack of competition when competitive bids or offers are not obtained;

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g. The basis for award cost or price;

h. The terms and conditions of the contract;

i. Any changes to the contract and negotiation history;

j. Billing and payment records;

k. A history of any contractor claims; **and**

l. A history of any contractor breaches**.**~~; and~~

~~m. Any other documents as required by N.J.S.A. 18A:18A – Public School Contracts Law.~~

K~~J~~. Code of Conduct for Procurement

1. All procurements must ensure there is open and free competition and adhere to the most restrictive Federal, State, and local requirements. The Board ~~of Education~~ seeks to conduct all procurement procedures in compliance with stated regulations and to prohibit conflicts of interest and actions of employees engaged in the selection, award, and administration of contracts. All procurements will be in accordance with this Policy and all applicable provisions of N.J.S.A. 18A:18A – Public School Contracts Law.

2. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if **they** **have** ~~he or she has~~ a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent; any member of **their** ~~his or her~~ immediate family, **their** ~~his or her~~ partner; or an organization which employs or is about to employ any of the parties indicated herein has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

3. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

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However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

4. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. Based on the severity of the infraction, the penalties could include a written reprimand to their personnel file, a suspension with or without pay, or termination.

5. All questions and concerns regarding procurement solicitations, contract evaluations, and contract award, shall be directed to the School Business Administrator/Board Secretary.

L~~**K**~~. Food Service Management Company (FSMC)

1. In the operation of the school district's food service program, the school district shall ensure that a FSMC complies with the requirements of the Program Agreement, the school district's Free and Reduced School Lunch Policy Statement, all applicable USDA program policies and regulations, and applicable State and local laws. In order to operate an a la carte food service program, the FSMC shall agree to offer free, reduced price, and full price reimbursable meals to all eligible children.

2. The school district shall monitor the FSMC billing invoices to ensure compliance with Federal and State procurement regulations.

3. In accordance with N.J.S.A. 18A:18A-5.a.(22), RFPs are required in all solicitations for a FSMC.

N.J.S.A. 18A:18A**-1 et seq.** ~~– Public School Contracts Law~~
New Jersey Department of Agriculture
"Procurement Procedures for School Food Authorities" Model Policy – **October 2025** ~~September 2018~~

Adopted: 17 September 2018
Revised: 15 April 2019
Revised: 14 December 2020

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POLICY

SECTION: OPERATIONS
#: P 8561
PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS (M)

Revised: 20 September 2021
Revised: 14 October 2024
Revised: TBD

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POLICY

SECTION: BYLAWS
#: P 0162.01
LEGAL NOTICES (M)

0162.01 LEGAL NOTICES (M)

Whenever the Board of Education is required by law or by order or rule of any court to publish or advertise a legal notice, the Board shall publish or advertise the legal notice on the Board's official internet website in accordance with the provisions of N.J.S.A. 35:3-1 et seq.

For the purpose of this Policy, "legal notice" means any resolution, official proclamation, notice, or advertisement of any sort, kind, or character, including proposals for bids on public work and otherwise, required by law or by the order or rule of any court to be published by the Board.

For the purpose of this Policy, "online news publication" means a news publication in electronic format that contains news on matters of public concern and has published news predominantly in the English language at least once per week for at least one year continuously.

The Board's official internet website shall be accessible and available to the public free of charge. A direct hyperlink to legal notices published on the Board's official internet website shall be conspicuously placed on the Board's website's homepage. The Board shall submit the hyperlink to the New Jersey Secretary of State and provide any updates thereto prior to effectuation in accordance with the provisions of N.J.S.A. 35:3-2.b.

The Board shall maintain an internet archive of legal notices that are no longer displayed, which shall be kept for at least one year. The archive shall not be subject to any records retention schedule adopted by the State Records Committee nor to the "Destruction of Public Records Law (1953)," N.J.S.A. 47:3-15 et seq. The Board shall display a legal notice on its legal notices internet webpage for at least one week from the date of initial posting, or other time period as required by law, before transferring the publication to the Board's internet archive. The Board shall initially publish an internet archive no later than July 1, 2026 and shall maintain the archive thereafter in accordance with N.J.S.A. 35:3-2.c.

The Board may, in addition to the publication on its official internet website, publish or advertise a legal notice separately on an eligible online news publication that meets the criteria of N.J.S.A. 35:3-3.b. The Board shall provide a notice in a prominent location on its official internet website if it publishes or advertises its legal notices in an online news publication and shall publish a hyperlink to the online news publication in accordance with the provisions of N.J.S.A. 35:3-2.d.

The Board, whenever required by law or by the order or rule of any court to publish or advertise a legal notice shall publish or advertise the notice in accordance with the applicable law or court order

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or rule. The Board shall be deemed to satisfy their legal obligations to provide a legal notice upon publication of the notice as required pursuant to N.J.S.A. 35:3-1 et seq.

Legal notices published on the Board's internet website or the internet website of an online news publication in accordance with N.J.S.A. 35:3-1 et seq. shall not be deemed defective if at least one of the following circumstances exist:

1. **There is an error in the content or form of the legal notice published or advertised on the Board's internet website or online news publication due to a clerical, administrative, or any other error outside of the control of the Board whenever required by law or court order or rule to publish the legal notice;**

2. **There is a temporary outage, technical malfunction, disruption, or service interruption preventing the publishing, posting, or display of a legal notice on the Board's internet website or online news publication;**

3. **The operator of the Board's internet website or the online news publication imposes standard restrictions that prevent access to the website or online news publication;**

4. **The Board's internet website or the online news publication is subject to a cyberattack or cybersecurity incident, including, but not limited to, ransomware or a data breach, causing the failure to timely or accurately publish the legal notice; or**

5. **Any other circumstances preventing the publishing, posting, or display of a legal notice on the Board's internet website or online news publication that are outside of the control of the Board whenever required by law or court order or rule to publish the legal notice.**

Starting on January 1, 2026 and at least twice per month through December 31, 2026, the Board whenever required by law or court order to rule to publish the legal notice shall provide an advertisement in an online news publication meeting the eligibility criteria at N.J.S.A. 35:3-3. that:

1. **States that the complete text of each legal notice may be obtained or viewed by the public on the official internet website of the Board; and**

2. **Provides the hyperlink to the Secretary of State's legal notices hyperlink internet webpage established pursuant to N.J.S.A. 35:3-2.b.**

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SECTION: BYLAWS
#: P 0162.01
LEGAL NOTICES (M)

N.J.S.A. 35:3-1 et seq.

Adopted: TBD

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POLICY

SECTION: BYLAWS
#: P 0162
NOTICE OF BOARD MEETINGS

0162 NOTICE OF BOARD MEETINGS

The Board of Education will give notice of all meetings in accordance with law.

Adequate Notice

The Board Secretary shall provide **adequate notice, which means** written advance notice of at least forty-eight hours, giving the time, date, location and, to the extent known, the agenda of any regular, special, or rescheduled meeting, which notice shall accurately state whether formal action may or may not be taken and which shall be prominently posted in at least one public place reserved for such or similar announcements~~; mailed, telephoned, telegrammed, or hand delivered to at least two newspapers which newspapers shall be designated by the public body to receive such notices because they have the greatest likelihood of informing the public within the area of jurisdiction of the public body of such meetings, one of which shall be the official newspaper, where any such has been designated by the public body or if the public body has failed to so designate, where any has been designated by the governing body of the political subdivision whose geographic boundaries are coextensive with that of the public body;~~ and-filed with the clerk of the municipality when the public body's geographic boundaries are coextensive with that of a single municipality, with the clerk of the county when the public body's geographic boundaries are coextensive with that of a single county, and with the Secretary of State if the public body has Statewide jurisdiction. Where annual notice or revisions thereof in compliance with N.J.S.A. 10:4-**1**~~6~~ et seq., the Open Public Meetings Act, set forth the location of any meeting, no further notice shall be required for such meeting. **The Board Secretary shall publish or advertise the legal notice of the meeting on the Board's official internet website conspicuously placed on the website's homepage in accordance with the provisions of N.J.S.A. 35:3-1 et seq. and Bylaw 0162.01.**

In accordance with N.J.S.A. 10:4-9**.**, upon the affirmative vote of three-quarters of the members present, the Board may hold a meeting notwithstanding the failure to provide adequate notice if:

1. Such meeting is required in order to deal with matters of such urgency and importance that a delay for the purpose of providing adequate notice would be likely to result in substantial harm to the public interest; and

2. The meeting is limited to discussion of and acting with respect to such matters of urgency and importance; and

3. Notice of such meeting is provided as soon as possible following the calling of such meeting by posting written notice of the same in the public place described in N.J.S.A.

POLICY

10:4-8.d., and also by notifying the two newspapers described in N.J.S.A. 10:4-8.d. by telephone, telegram, or by delivering a written notice of same to such newspapers; and

4. Either the public body could not reasonably have foreseen the need for such meeting at a time when adequate notice could have been provided or although the public body could reasonably have foreseen the need for such meeting at a time when adequate notice could have been provided, it nevertheless failed to do so.

Personal Notice of Meeting

In accordance with the provisions of N.J.S.A. 10:4-12.b.(8), the Board may exclude the public from that portion of a meeting at which the Board discusses any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of, promotion, or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the Board, unless all the individual employees or appointees whose rights could be adversely affected request in writing that the matter or matters be discussed at a public meeting.

The Board will provide notice to the affected person that will include the date and time of the closed session meeting, the subject or subjects scheduled for discussion at the closed session meeting, and the right of the affected person to request that the discussions be conducted at a public meeting. Such notice will be given no less than forty-eight hours in advance of the closed session meeting.

A written request for public discussion must be submitted to the Board Secretary prior to the commencement of the meeting. Any such properly submitted request will be granted. In the event that one or more, but fewer than all, of a group of persons whose employment will be discussed request a public meeting, the discussion regarding the person or persons who have submitted the request will be severed from the rest and will be conducted publicly.

A discussion held in public by reason of the written request of an individual will be conducted at a regularly scheduled meeting for which annual notice has been given or at a meeting for which adequate public notice has been given in accordance with law.

Nothing in this Bylaw will permit an employee to request or the Board to grant the public discussion of tenure charges or permit the public disclosure of information regarding a student.

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POLICY

SECTION: BYLAWS
#: P 0162
NOTICE OF BOARD MEETINGS

N.J.S.A. 10:4-**1**~~6~~ et seq.~~; 10:4-8; 10:4-9~~
N.J.S.A. 18A:6-11.; 18A:10-6.
N.J.S.A. 35:3-1 et seq.
N.J.A.C. 6A:32-3.1

Adopted: 14 October 2013
Revised: 16 March 2020
Revised: 13 February 2023
Revised: TBD

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POLICY

SECTION: ADMINISTRATION
#: P 1230
SUPERINTENDENT'S DUTIES (M)

1230 SUPERINTENDENT'S DUTIES (M)

Function

The Superintendent shall serve as Chief Executive and Administrative Officer of the **school** district by implementing policies established by the Board of Education and by discharging the duties imposed on **their** ~~his/her~~ office by law.

Authority

The Superintendent shall be the Chief School Administrator of the school district and **principal** ~~principle~~ advisor to the Board. **The Superintendent** ~~He/She~~ may delegate to an appropriate school official any duty not reserved to the Superintendent by law~~, but may not delegate the responsibility for duties mandated by law~~.

Work Relationships

The Superintendent shall report directly to the Board and shall directly or indirectly supervise all persons employed by the Board.

Duties and Responsibilities

A. In the discharge of **their** ~~his/her~~ responsibility as **principal** ~~principle~~ advisor to the Board, the Superintendent shall:

1. Ensure all aspects of **school** district operation**s** comply with Board policy **and regulation**, **Federal and** State law**,** and **school** district contracts;

2. Report to the Board on the needs of the **school** district;

3. Advise the Board of any **revisions** ~~changes~~ or additions that should be made to its policies **and regulations**;

4. Provide the Board with ~~such~~ information as may be needed to ensure ~~the making of~~ informed decisions **are made by the Board**; and

5. Perform other duties as may be assigned by the Board.

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B. In the discharge of **their** ~~his/her~~ responsibility for the implementation of the operational action plan of the **school** district, the Superintendent shall:

1. Prepare, promulgate, and maintain a manual of **Board policies and** ~~administrative~~ regulations;

2. Evaluate the future needs of the **school** district and recommend a **school** district action plan including goals, objectives, and priorities to the Board; **and**

~~3. Maintain written objectives to implement the district action plan adopted by the Board;~~

~~4. Evaluate progress toward the attainment of the district action plan and report thereon to the Board; and~~

3~~5~~. Report to the **United States Department of Education and the New Jersey Department of Education, the New Jersey** Commissioner **of Education,** and the **Executive** County Superintendent **as required** ~~on or before August 1 of each year matters relating to the schools in the manner and form prescribed by the Commissioner~~.

C. In the discharge of **their** ~~his/her~~ responsibility as the administrator of the instructional program, the Superintendent shall:

1. Establish and maintain a written instructional plan for the schools of the **school** district consistent with the educational goals adopted by the Board;

2. Coordinate the proper implementation of the instructional plan as it applies to each school in the **school** district;

3. Evaluate at least annually the effectiveness of the program of studies and recommend ~~such~~ changes and additions ~~as may be required~~ to improve its effectiveness;

4. Evaluate the performance of students in relation to other public school districts, as well as in relation to State and national standards;

5. Report periodically to the Board, as directed by the Board, on the condition of the educational program and facilities in the **school** district; and

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6. Keep informed regarding current research in the field of education and inform the Board as appropriate.

D. In the discharge of **their** ~~his/her~~ responsibility for the direction and welfare of students, the Superintendent shall:

1. Strive to motivate students to achieve their individual best;

2. Create a climate of respect for authority and discipline in each of the schools of the **school** district; **and**

~~3. Report to the Board at its next meeting the suspension of a student; and~~

3~~4~~. Recommend any changes in the program of student management and support ~~as necessary~~ to respond to **school** district needs.

E. In the discharge of **their** ~~his/her~~ responsibility for the supervision of **school** district employees, the Superintendent shall:

1. Recommend to the Board all properly certified candidates for employment, assignment, or transfer;

2. Assign staff ~~so as~~ to achieve maximum effectiveness in the attainment of educational goals;

3. Train staff ~~as necessary~~ to implement approved changes in the curriculum or instructional methods of the **school** district;

4. Evaluate the effectiveness of staff ~~members~~ in the performance of their assigned tasks;

5. Recommend changes in staffing patterns based on the evaluation of staff and program effectiveness; and

6. Discipline staff ~~as required~~ and report to the Board ~~forthwith~~ any suspension of a ~~teaching~~ staff member.

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F. In the discharge of **their** ~~his/her~~ responsibility for the maintenance of the **school buildings and grounds** ~~physical plant~~, the Superintendent shall:

1. Strive to make efficient use of **school** district resources in the daily operations of the schools;

2. Assign support staff ~~so as~~ to achieve maximum effectiveness from the **school buildings and grounds** ~~facilities~~ of the **school** district;

3. Train support staff ~~as necessary~~ to maintain the **school buildings and grounds** ~~facilities~~ and to avoid safety and environmental hazards; and

4. Evaluate the effectiveness of the **school** district**'s school buildings and grounds** ~~facilities~~ in housing the instructional program and recommend to the Board ~~such~~ changes and improvements ~~as may be required~~.

G. In the discharge of **their** ~~his/her~~ responsibility for the management of the **school** district business affairs, the Superintendent shall:

1. Supervise the preparation of the annual budget and recommend its adoption to the Board;

2. Implement the budget adopted by the Board;

3. Establish sufficient fiscal controls to ensure that **school** district funds are expended wisely and efficiently; and

4. Report to the Board at its next meeting any expenditure in excess of a budgeted line item.

H. In the discharge of **their** ~~his/her~~ responsibility as liaison officer to the public, the Superintendent shall:

1. Strive to interpret the needs of the school **district** to the public and the concerns of the public to the Board;

2. As appropriate, involve members of the public in the review of **school** district needs, community needs, and the operation of the school **district's** programs;

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3. Keep the public informed about the accomplishments and challenges of the school district;

4. Cooperate with ~~the~~ news media; and

5. Work effectively with municipal government officials and public agencies concerned with the welfare of students.

Evaluation Criteria

The Superintendent will be evaluated in accordance with Policy ~~No.~~ 1240 and **the Board-approved** ~~this~~ job description.

N.J.S.A. 18A:7A-11.; 18A:17-17.; 18A:17-18.; 18A:17-20.; 18A:17-21.; 18A:22-8.1.; 18A:27-4.1.; 18A:37-4.
N.J.A.C. 6A:8-3.1; 6A:32-4.1~~; 6A:32-12.2~~

Adopted: 14 October 2013
Revised: **TBD**

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1643 FAMILY LEAVE (M)

The Board of Education will provide family leave to staff members in accordance with the New Jersey Family Leave Act (NJFLA) and the Federal Family and Medical Leave Act (FMLA). These laws have similar and different provisions that provide different rights and obligations for a staff member and the Board.

If a staff member is eligible for leave for reasons recognized under both the FMLA and NJFLA, then the time taken shall run concurrently and be applied to both laws. The NJFLA provides twelve weeks leave in a twenty-four month period and the FMLA provides twelve weeks leave in a twelve month period.

A. New Jersey Family Leave Act

1. Definitions Relative to New Jersey Family Leave Act

"Base Hours" means the hours of work for which a staff member receives compensation. Base hours shall include overtime hours for which a staff member is paid additional or overtime compensation, and hours for which a staff member receives workers' compensation benefits. Base hours shall also include hours a staff member would have worked except for having been in military service. Base hours do not include hours for when a staff member receives other types of compensation, such as administrative, personal leave, vacation, or sick leave.

"Child" means a biological, adopted, foster child, or resource family child, stepchild, legal ward, or child of a parent, including a child who becomes the child of a parent pursuant to a valid written agreement between the parent and a gestational carrier.

"Eligible employee" means any individual employed by the same employer for **three** ~~twelve~~ months or more, who has worked **250** ~~1,000~~ or more base hours during the preceding twelve month period.

"Employer" includes the State, any political subdivision thereof, and all public offices, agencies, boards, or bodies.

"Family member" means a child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, or one partner in a civil union couple, or any other individual

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related by blood to a staff member, and any other individual that a staff member shows to have a close association with a staff member which is the equivalent of a family relationship.

"Health care provider" means a duly licensed health care provider or other health care provider deemed appropriate by the Director of the Division on Civil Rights in the New Jersey Department of Law and Public Safety.

"Parent" means a person who is the biological parent, adoptive parent, foster parent, resource family parent, step-parent, parent-in-law, or legal guardian, having a "parent-child relationship" with a child as defined by law, or having sole or joint legal or physical custody, care, guardianship, or visitation with a child, or who became the parent of the child pursuant to a valid written agreement between the parent and a gestational carrier.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition which requires:

a. Inpatient care in a hospital, hospice, or residential medical care facility; or

b. Continuing medical treatment or continuing supervision by a health care provider.

As used in the definition of a serious health condition, "continuing medical treatment or continuing supervision by a health care provider" means:

a. A period of incapacity (that is, inability to work, attend school, or perform regular daily activities due to a serious health condition, treatment therefore, and recovery therefrom) of more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

   (1) Treatment two or more times by a health care provider; or

   (2) Treatment by a health care provider on one occasion which results in a regimen of continuing treatment under the supervision of a health care provider;

b. Any period of incapacity due to pregnancy, or for prenatal care;

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c. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition;

d. A period of incapacity, which is permanent or long-term, due to a condition for which treatment may not be effective (such as Alzheimer's disease, a severe stroke, or the terminal stages of a disease) where the individual is under continuing supervision of, but need not be receiving active treatment by, a health care provider; or

e. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

"Spouse" means a person to whom a staff member is lawfully married as defined by New Jersey law.

"State of emergency" means a natural or man-made disaster or emergency for which a state of emergency has been declared by the President of the United States or the Governor, or for which a state of emergency has been declared by a municipal emergency management coordinator.

2. Reasons for NJFLA Leave

a. A staff member may take NJFLA leave to provide care made necessary by reason of:

(1) The birth of a child of the staff member, including a child born pursuant to a valid written agreement between the staff member and the gestational carrier;

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(2) The placement of a child into foster care with the staff member or in connection with adoption of such child by a staff member;

(3) The serious health condition of a family member of the staff member; or

(4) A state of emergency declared by the Governor of New Jersey, or when indicated to be needed by the Commissioner of Health – New Jersey Department of Health or other public health authority, an epidemic or communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease which:

(a) Requires in-home care or treatment of a child due to the closure of the school or place of care of the child of a staff member, by order of a public official due to the epidemic or other public health emergency;

(b) Prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by a staff member would jeopardize the health of others; or

(c) Results in the recommendation of a health care provider or public health authority, that a family member in need of care by a staff member voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by a staff member, would jeopardize the health of others.

3. Staff Member Eligibility

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a. NJFLA leave may be taken for up to twelve weeks within any twenty-four month period. The NJFLA leave shall be unpaid with benefits subject to contributions required to be made by the staff member.

b. A staff member is eligible for NJFLA leave if a staff member is employed by the same Board for **three** ~~twelve~~ months or more, and has worked **250** ~~1,000~~ or more base hours during the preceding twelve month period.

c. The method to determine the twenty-four month period in which the twelve weeks of NJFLA leave entitlement occurs shall be a "rolling" twenty-four month period measured backward from the date a staff member uses any leave under NJFLA.

d. This Policy shall serve as notice to all staff members of the method chosen in A.3.c. above. This method shall be applied consistently and uniformly to all staff members.

(1) If the Board transitions to another method, the Board is required to give at least sixty days' notice to all staff members and the transition must take place in such a way that staff members retain their full benefit of twelve weeks of NJFLA leave under whichever method affords the greatest benefit to a staff member.

e. The Board shall grant NJFLA leave to more than one staff member from the same family (for example, a husband and a wife, or a brother and a sister) at the same time, provided such staff members are otherwise eligible for NJFLA leave.

f. The fact that a holiday may occur within the week taken by a staff member as NJFLA leave has no effect and the week is counted as a week of NJFLA leave.

(1) However, if a staff member is out on NJFLA leave and the staff member is not regularly scheduled to work for one or more weeks, the weeks the staff member is not regularly scheduled to work do not count against their NJFLA leave entitlement.

4. Types of NJFLA Leave

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a. Staff members are required to provide notice in writing for any NJFLA leave requested. In emergent circumstances, a staff member may provide the Board with oral notice when written notice is impracticable.

(1) Staff members must provide the Board written notice after submitting oral notice in emergent circumstances.

b. Consecutive NJFLA leave is NJFLA leave that is taken without interruption based upon a staff member's regular work schedule and does not include breaks in employment in which a staff member is not regularly scheduled to work.

(1) A staff member must provide the Board with notice of consecutive NJFLA leave no later than thirty days prior to the commencement of consecutive NJFLA leave, except where emergent circumstances warrant shorter notice.

(2) A staff member shall provide the Board with certification pursuant to A.5. below.

c. Intermittent NJFLA leave is NJFLA leave due to a single qualifying reason, taken in separate periods of time, broken up by periods in which the staff member returns to work.

(1) A staff member is entitled to take NJFLA leave intermittently for the birth of a child of the staff member, including a child born pursuant to a valid written agreement between the staff member and a gestational carrier or the placement of a child into foster care with the staff member or in connection with adoption of such child by the staff member.

(a) The staff member shall provide the Board with prior notice of not less than fifteen calendar days before the first day on which NJFLI benefits are paid for the intermittent NJFLA leave, unless an emergency or other unforeseen circumstance precludes prior notice.

(b) The staff member shall make a reasonable effort to schedule the intermittent NJFLA leave so as not to unduly disrupt the operations

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of the Board and, if possible, provide the Board, prior to the commencement of intermittent NJFLA leave, with a regular schedule of the days or days of the week on which the intermittent NJFLA leave will be taken.

(c) A staff member shall provide the Board with certification for intermittent NJFLA leave pursuant to A.5.b. below.

(2) The staff member is entitled to take intermittent NJFLA leave for the serious health condition of a family member of the staff member when medically necessary if:

(a) The total time which the intermittent NJFLA leave is taken does not exceed twelve months if taken in connection with a single serious health condition. If the intermittent NJFLA leave is taken in connection with more than one serious health condition, the intermittent NJFLA leave must be taken within a consecutive twenty-four month period or until such time the twelve week NJFLA leave is exhausted, whichever is shorter;

(b) The staff member provides the Board with prior notice of not less than fifteen calendar days before the first day on which benefits are paid for the intermittent NJFLA leave.

(i) The staff member may provide notice less than fifteen days prior to the intermittent NJFLA leave if an emergency or other unforeseen circumstance precludes prior notice;

(c) The staff member makes a reasonable effort to schedule the intermittent NJFLA leave so as not to unduly disrupt the operations of the school district and, if possible, provide the school district, prior to the commencement of intermittent NJFLA leave, with a regular schedule of the days or days of the week on which the intermittent NJFLA leave will be taken; and

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(d) The staff member provides the Board with a copy of the certification outlined in A.5.c. below.

(3) In the case of NJFLA leave taken due to an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of the communicable disease, the NJFLA leave may only be taken intermittently if:

(a) The staff member provides the Board with prior notice of the intermittent NJFLA leave as soon as practicable;

(b) The staff member makes a reasonable effort to schedule the NJFLA leave so as not to unduly disrupt the operations of the school district and, if possible, provide the school district prior to the commencement of the intermittent NJFLA leave, with a regular schedule of the day or days of the week on which the intermittent NJFLA leave will be taken; and

(c) A staff member provides the Board with a copy of the certification outlined in A.5.d. below.

(4) Intermittent leave taken on a reduced leave schedule is NJFLA leave due to a single qualifying reason, that is scheduled for fewer than a staff member's usual number of hours worked per workweek, but not for fewer than a staff member's usual number of hours worked per workday and may only be taken to care for the serious health condition of a family member of a staff member when medically necessary, except that:

(a) A staff member shall not be entitled to intermittent NJFLA leave on a reduced leave schedule for a period exceeding twelve consecutive months for any one period of NJFLA leave;

(b) The staff member must provide the Board with prior notice of the intermittent NJFLA leave on a reduced leave schedule as soon as practicable;

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(c) A staff member shall make a reasonable effort to schedule intermittent NJFLA leave on a reduced leave schedule so as not to disrupt unduly the operations of the school district. A staff member shall provide the school district with prior notice of the care, medical treatment, or continuing supervision by a health care provider necessary due to a serious health condition of a family member, in a manner which is reasonable and practicable; and

(d) A staff member must provide the Board with a copy of the certification outlined in A.5.c. below.

d. NJFLA leave taken because of the birth or placement for adoption of a child of the staff member may commence at any time within a year after the date of the foster care placement, birth, or placement for adoption.

e. A staff member shall not, during any period of NJFLA leave, perform services on a full-time basis for any person for whom a staff member did not provide those services immediately prior to commencement of the NJFLA leave.

(1) A staff member on NJFLA leave may not engage in other full-time employment during the term of the NJFLA leave, unless such employment commenced prior to the NJFLA leave and is not otherwise prohibited by law.

(2) During the term of NJFLA leave a staff member may commence part-time employment which shall not exceed half the regularly scheduled hours worked for the Board from whom a staff member requested NJFLA leave. A staff member may continue part-time employment which commenced prior to a staff member's NJFLA leave, at the same number of hours that a staff member was regularly scheduled prior to such NJFLA leave.

(3) The Board may not maintain a policy or practice which prohibits part-time employment during the course of a NJFLA leave.

5. Certification

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a. The Board shall require a staff member who requests NJFLA leave to sign a form of certification established by the Board attesting that such staff member is taking NJFLA leave in accordance with the law.

(1) The Board may not require a staff member to sign or otherwise submit a form of certification attesting to additional facts, including a staff member's eligibility for NJFLA leave.

(2) The Board may subject a staff member to reasonable disciplinary measures, depending on the circumstances, when a staff member intentionally misrepresents the reason that such staff member is taking NJFLA leave.

(3) The form of certification established by the Board shall contain a statement warning a staff member of the consequences of refusing to sign the certification or falsely certifying. Any staff member who refuses to sign the certification established by the Board may be denied the requested NJFLA leave.

(4) The Board requires that any period of NJFLA leave be supported by certification issued by a health care provider.

b. Where the certification, issued by the health care provider, is for the birth of a child of a staff member, including a child born pursuant to a valid written agreement between the staff member and a gestational carrier or the placement of a child into foster care with the staff member or in connection with adoption of such child by the staff member, the certification need only state the date of birth or date of placement, whichever is appropriate.

c. Any period of NJFLA leave for the serious health condition of a family member of a staff member shall be supported by certification provided by a health care provider. The certification shall be sufficient if it states:

(1) The date, if known, on which the serious health condition commenced;

(2) The probable duration of the condition;

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(3) The medical facts within the knowledge of the provider of the certification regarding the condition;

(4) The serious health condition warrants the participation of the staff member in providing health care to the family member, as provided in the "Family Leave Act," P.L. 1989, c.261 (C.34:11B-1 et seq.) and regulations adopted pursuant to the NJFLA;

(5) An estimate of the amount of time the staff member is needed for participation in the care of the family member;

(6) If the NJFLA leave is intermittent, a statement of the medical necessity for the intermittent NJFLA leave and the expected duration of the intermittent NJFLA leave; and

(7) If NJFLA leave is intermittent and for planned medical treatment, the dates of the treatment.

d. In any case in which the Board has reason to doubt the validity of the certification provided pursuant to A.5.c. above, the Board may require, at its own expense, that a staff member obtain an opinion regarding the serious health condition from a second health care provider designated or approved, but not employed on a regular basis, by the Board. If the second opinion differs from the certification provided pursuant to A.5.c. above, the Board may require, at its own expense, that a staff member obtain the opinion of a third health care provider designated or approved jointly by the Board and a staff member concerning the serious health condition. The opinion of the third health care provider shall be considered to be final and shall be binding on the Board and a staff member.

e. Where the certification is for an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent the spread of the communicable disease, the certification shall be sufficient if it includes:

(1) For NJFLA leave taken to provide in-home care or treatment of a child due to the closure of the school or place of care of the child of a staff member, by order of a public official due to the epidemic or other public health

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emergency, the date on which the closure of the school or place of care of the child of a staff member commenced and the reason for such closure;

(2) For NJFLA leave taken due to a public health authority's issuance of a determination requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by a staff member would jeopardize the health of others, the date of issuance of the determination, and the probable duration of the determination; or

(3) For NJFLA leave taken because a health care provider or public health authority recommends that a family member in need of care by a staff member voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by a staff member would jeopardize the health of others, the date of the recommendation, the probable duration of the condition, and the medical or other facts within the health care provider or public health authority's knowledge regarding the condition.

f. The Board shall not use the certification requirements as outlined in A.5. to intimidate, harass, or otherwise discourage a staff member from requesting or taking NJFLA leave or asserting any of a staff member's rights to NJFLA leave.

6. Denial or Exemption of NJFLA Leave

a. Denial of NJFLA Leave

(1) The Board may deny NJFLA leave to a staff member if:

(a) A staff member is a salaried staff member who is among the highest paid 5% of the Board's staff members or the seven highest paid staff members of the Board, whichever is greater;

(b) The denial is necessary to prevent substantial and grievous economic injury to the Board's operations; and

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(c) The Board notifies a staff member of its intent to deny the NJFLA leave at the time the Board determines that the denial is necessary.

(2) The provisions of A.6.a.(1) above shall not apply when, in the event of a state of emergency declared by the Governor of New Jersey or when indicated to be needed by the Commissioner of Health – New Jersey Department of Health or other public health authority, the NJFLA leave is for an epidemic of a communicable disease, a known or suspected exposure to a communicable disease, or efforts to prevent spread of a communicable disease.

(3) In any case in which NJFLA leave has already commenced at the time of the notification pursuant to A.6.a.(1)(c) above, a staff member shall return to work within ten working days of the date of notification.

7. Reinstatement from NJFLA Leave

a. Upon the expiration of a NJFLA leave, a staff member shall be restored to the position such staff member held immediately prior to the commencement of the NJFLA leave. If such position has been filled, the Board shall reinstate such staff member to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment.

b. If, during NJFLA leave, the Board experiences a reduction in force or layoff and a staff member would have lost their position had a staff member not been on NJFLA leave, as a result of the reduction in force or pursuant to the good faith operation of a bona fide layoff and recall system including a system under a collective bargaining agreement where applicable, a staff member shall not be entitled to reinstatement to the former or an equivalent position. A staff member shall retain all rights under any applicable layoff and recall system, including a system under a collective bargaining agreement, as if a staff member had not taken the NJFLA leave.

8. Notice to Staff Members

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a. The Board shall display the official Family Leave Act poster of the Division on Civil Rights in the New Jersey Department of Law and Public Safety (Division) in accordance with N.J.A.C. 13:8-2.2. The poster is available for printing from the Division's website.

b. Access to and/or distribution of this Policy shall serve as school district notice to staff members of their rights pursuant to N.J.A.C. 13:14-1.14.

9. Local Board of Education Practices

a. Accrued Paid NJFLA Leave

(1) Whether a staff member is required to use any other accrued leave time concurrent with NJFLA leave time will depend upon either the school district's practice or a provision in a collective bargaining agreement, if applicable.

(a) Sick leave may only be used concurrently with the NJFLA leave in accordance with the provisions of N.J.S.A. 18A:30-1 and N.J.S.A. 34:11B-3.

b. Multiple Leaves of Absence

(1) Where a Board maintains leaves of absence which provide benefits, other than health benefits, that differ depending upon the type of leave taken, the Board shall provide those benefits to a staff member on NJFLA leave in the same manner as it provides benefits to staff members who are granted other leaves of absence which most closely resemble NJFLA leave.

10. New Jersey Family Leave Insurance Program (NJFLI)

a. Board of Education staff members are eligible to apply for benefits under the NJFLI Program administered by the State of New Jersey Department of Labor and Workforce Development.

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b. All applications for benefits under the NJFLI Program must be filed directly with the State of New Jersey Department of Labor and Workforce Development. The eligibility requirements, wage requirements, benefit duration and amounts, and benefit limitations shall be in accordance with the provisions of the NJFLI Program as administered by the State of New Jersey Department of Labor and Workforce Development. A formal appeal may be submitted to the State of New Jersey Department of Labor and Workforce Development if an employee or the Board disagrees with a determination on a claim.

c. The NJFLI Program provides eligible individuals a monetary benefit and not a leave benefit. The school district administrative and related staff will comply with the State of New Jersey Department of Labor and Workforce Development requests for information in accordance with the provisions of N.J.A.C. 12:21-3.9.

d. A printed notification of staff members' rights relative to the receipt of benefits under the NJFLI Program will be posted in each of the school district worksites and in a place or places accessible to all employees at the worksite.

e. Each staff member shall receive a copy of this notification in writing at the time of the staff member's hiring, whenever the staff member provides written notice to the Superintendent of their intention to apply for benefits under the NJFLI Program, or at any time upon the first request of the staff member.

(1) The written notification may be transmitted to the staff member in electronic form.

(2) Access to and/or distribution of this Policy shall serve as school district notice to staff members of their rights under the NJFLI Program.

B. Federal Family and Medical Leave Act

1. Definitions Relative to Federal Family and Medical Leave Act

"Covered Employer" means any public or private elementary or secondary school(s) regardless of the number of employees employed.

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"Employee" means a staff member eligible for family and medical leave in accordance with the Federal Family and Medical Leave Act (FMLA).

"Hours of Service" means hours actually worked by the employee. It does not mean hours paid. Thus, non-working time – such as vacations, holidays, furloughs, sick leave, or other time-off (paid or otherwise) – does not count for purposes of calculating FMLA eligibility for the employee.

"Parent" means a biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to a staff member when a staff member has a son or daughter as defined below. This term does not include parents "in law."

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility or continuing treatment by a health care provider. "Serious health condition" may include treatment of substance abuse pursuant to 29 CFR §825.119.

"Son" or "daughter" means a biological, adopted, or foster child, stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen or age eighteen or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence.

"Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under State law in the State in which the marriage was entered into or, in the case of a marriage entered into outside of any State, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This definition includes an individual in a same-sex marriage or common law marriage.

"Week" or "Workweek" means the number of days a staff member normally works each calendar week.

2. Qualifying Reasons for FMLA Leave

a. A staff member may take FMLA leave to provide care made necessary:

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(1) For the birth of a son or daughter of a staff member and in order to care for such son or daughter;

(2) For the placement of a son or daughter with a staff member for adoption or foster care;

(3) In order to care for the spouse, son, daughter, or parent of a staff member if such spouse, son, daughter, or parent has a serious health condition;

(4) For a serious health condition that makes a staff member unable to perform the functions of the position of such staff member.

b. FMLA leave taken in relation to military service shall be in accordance with 29 CFR §825.112.

c. Entitlement to FMLA leave taken for the birth of a son or daughter or placement of a son or daughter with a staff member for adoption or foster care shall expire at the end of the twelve month period beginning on the date of such birth or placement.

3. Staff Member Eligibility

a. A staff member is eligible for up to twelve weeks of FMLA leave in a twelve month period.

b. A staff member shall become eligible for FMLA leave after the staff member has been employed at least twelve months by the Board and employed for at least 1,250 hours of service during the twelve month period immediately preceding the commencement of the FMLA leave.

(1) The twelve months a staff member must have been employed need not be consecutive months pursuant to 29 CFR §825.110(b).

(2) The minimum 1,250 hours of service shall be determined according to the principles established under the Fair Labor Standards Act (FLSA) for determining compensable hours of work pursuant to 29 CFR §785.

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(3) The Board shall not provide pay for FMLA leave.

c. The method to determine the twelve month period in which the twelve weeks of FMLA leave entitlement occurs will be a "rolling" twelve month period measured backward from the date a staff member uses any FMLA leave.

d. Pursuant to 29 CFR §825.201, a husband and wife both employed by the Board are limited to a combined total of twelve weeks of FMLA leave during the twelve month period if the FMLA leave is taken for the birth of a son or daughter of a staff member or to care for such son or daughter after birth; for placement of a son or daughter with a staff member for adoption or foster care or in order to care for the son or daughter after placement; or to care for a staff member's parent with a serious health condition.

4. Types of FMLA leave

a. Continuous FMLA leave is taken by staff members for a continuous period of time. Such FMLA leave is not broken up by a period of work and is continuous when a staff member is absent for three consecutive working days or more. Continuous FMLA leave may be taken for any qualifying reason.

b. Intermittent FMLA leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced FMLA leave schedule is a FMLA leave schedule that reduces a staff member's usual number of working hours per workweek, or hours per workday. A reduced FMLA leave schedule is a change in a staff member's schedule for a period of time, normally from full-time to part-time.

(1) Intermittent or reduced FMLA leave may be taken for the following qualifying reasons:

(a) For the serious health condition of the staff member or to care for a parent, son, or daughter with a serious health condition.

(i) For intermittent FMLA leave or FMLA leave on a reduced FMLA leave schedule taken for the reason outlined in

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B.4.b.(1)(a) above there must be a medical need for FMLA leave and it must be that such medical need can be best accommodated through an intermittent or reduced FMLA leave schedule.

(ii) The treatment regimen and other information described in the certification of a serious health condition and in the certification of a serious injury or illness, shall address the medical necessity of intermittent FMLA leave or FMLA leave on a reduced FMLA leave schedule.

(iii) Intermittent FMLA leave may be taken for a serious health condition of a parent, son, or daughter, for a staff member's own serious health condition, which requires treatment by a health care provider periodically, rather than for one continuous period of time, and may include FMLA leave of periods from an hour or more to several weeks.

(b) For planned and/or unanticipated medical treatment of a serious health condition when medically necessary.

(c) To provide care or psychological comfort to a covered family member with a serious health condition when medically necessary.

(d) For absences where a staff member or family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition even if he or she does not receive treatment by a health care provider.

(e) For FMLA leave taken after the birth of a healthy child or placement of a healthy child for adoption or foster care, only if the Board agrees.

(i) The Board's agreement is not required; however, for FMLA leave during which the mother has a serious health condition

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in connection with the birth of her child or if the newborn child has a serious health condition.

(2) If a staff member needs FMLA leave intermittently or on a reduced FMLA leave schedule for planned medical treatment, then a staff member must make a reasonable effort to schedule the treatment so as not to disrupt unduly the Board's operations.

(3) When a staff member takes FMLA leave on an intermittent or reduced FMLA leave schedule basis, the Board must account for the FMLA leave using an increment no greater than the shortest period of time that the Board uses to account for use of other forms of leave provided that it is not greater than one hour and provided further that a staff member's FMLA leave entitlement may not be reduced by more than the amount of FMLA leave actually taken.

(a) If the Board accounts for use of leave in varying increments at different times of the day or shift, the Board may not account for FMLA leave in a larger increment than the shortest period used to account for other leave during the period in which the FMLA leave is taken.

(b) If the Board accounts for other forms of leave use in increments greater than one hour, the Board must account for FMLA leave use in increments no greater than one hour.

5. Staff Member Notice Requirements

a. A staff member eligible for FMLA leave must give at least a thirty day written advance notice to the Superintendent or designee if the need for the FMLA leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of a staff member or a family member.

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(1) If thirty days is not practical, a staff member must provide notice "as soon as practicable" which means as soon as both possible and practical, taking into account all the facts and circumstances in the individual case.

(2) Where it is not possible to give as much as thirty days' notice, "as soon as practical" ordinarily would mean at least verbal notification to the Superintendent or designee within one or two business days or when the need for FMLA leave becomes known to a staff member.

(3) The written notice shall include the reasons for the FMLA leave, the anticipated duration of the FMLA leave, and the anticipated start of the FMLA leave.

(4) When planning medical treatment, a staff member must consult with the Superintendent or designee and make a reasonable effort to schedule the FMLA leave so as not to unduly disrupt the educational program, subject to the approval of the health care provider.

(a) Staff members are ordinarily expected to consult with the Superintendent or designee prior to scheduling of treatment that would require FMLA leave for a schedule that best suits the needs of the Board and a staff member.

(5) Intermittent FMLA leave or FMLA leave on a reduced FMLA leave schedule must be medically necessary due to a serious health condition or a serious injury or illness. A staff member shall advise the Board of the reasons why the intermittent/reduced FMLA leave schedule is necessary and of the schedule for treatment, if applicable.

(a) A staff member and the Board shall attempt to work out a schedule for such FMLA leave that meets a staff member's needs without unduly disrupting the Board's operations, subject to the approval of the health care provider.

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(6) Where a staff member does not comply with the Board's usual notice and procedural requirements, and no unusual circumstances justify the failure to comply, FMLA-protected leave may be delayed or denied.

b. When the approximate timing of the need for FMLA leave is not foreseeable, a staff member should give notice to the Superintendent or designee for FMLA leave as soon as practicable under the facts and circumstances of the particular case.

(1) It is expected a staff member will give notice to the Superintendent or designee within no more than one or two business days of learning of the need for FMLA leave, except in extraordinary circumstances where such notice is not foreseeable.

(2) A staff member should provide notice to the Board either in person, by telephone, telegraph, fax machine, email, or other electronic means.

6. Outside Employment During FMLA Leave

a. A staff member during any period of FMLA leave is prohibited from performing any services on a full-time basis for any person for whom a staff member did not provide services immediately prior to commencement of the FMLA leave.

(1) A staff member using FMLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the Board.

(2) A staff member may continue the part-time employment that commenced prior to the FMLA leave at the same number of hours that a staff member was regularly scheduled prior to such FMLA leave.

7. "Instructional Employees" Exceptions for FMLA Leave

a. "Instructional Employees" are those staff members whose principal function is to teach and instruct students in class, a small group, or in an individual setting. This term includes teachers, athletic coaches, driving instructors, and special education assistants, such as signers for the hearing impaired.

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(1) Teacher assistants or aides who do not have as their principal job actual teaching or instructing, guidance counselors, child study team members, curriculum specialists, cafeteria workers, maintenance workers, and/or bus drivers are not considered instructional staff members for the purposes of this Policy.

(2) For purposes of this Policy "Instructional Employees" shall be referred to as "Instructional Staff Members".

b. "Semester" means the school semester that typically ends near the end of the calendar year and the end of the spring each school year. The Board can have no more than two semesters in a school year.

c. FMLA leave taken at the end of the school year and continues into the beginning of the next school year is considered consecutive FMLA leave.

d. Eligible instructional staff members that need intermittent or reduced FMLA leave to care for a family member or for a staff member's own serious health condition which is foreseeable based on planned medical treatment and would be on FMLA leave more than twenty percent of the total number of working days over the period the FMLA leave would extend, the Board may:

(1) Require a staff member to take the FMLA leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or

(2) Transfer a staff member temporarily to an available alternative position for which a staff member is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of FMLA leave than does a staff member's regular position.

e. If the instructional staff member does not give the required notice for FMLA leave that is foreseeable and desires the FMLA leave to be taken intermittently or on a reduced FMLA leave schedule, the Board may require a staff member to take FMLA leave of a particular duration, or to transfer temporarily to an alternative

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position. Alternatively, the Board may require a staff member to delay taking the FMLA leave until the notice provision is met.

f. If an instructional staff member begins FMLA leave more than five weeks before the end of the school year, the Board may require a staff member to continue taking FMLA leave until the end of the semester if:

(1) The FMLA leave will last three weeks; and

(2) A staff member would return to work during the three-week period before the end of the semester.

g. If an instructional staff member begins FMLA leave for a purpose other than a staff member's own serious health condition during the five week period before the end of the semester, the Board may require a staff member to continue taking FMLA leave until the end of the semester if:

(1) The FMLA leave will last more than two weeks; and

(2) The staff member would return to work during the two week period before the end of the semester.

h. If an instructional staff member begins FMLA leave for a purpose other than a staff member's own serious health condition during the three week period before the end of a semester, the Board may require a staff member to continue taking FMLA leave until the end of the semester if the FMLA leave will last more than five working days.

i. An example of FMLA leave falling within the situations outlined in B.7.f., B.7.g., and B.7.h. above:

(1) If a staff member plans two weeks of FMLA leave to care for a family member which will begin three weeks before the end of the term, the Board could require a staff member to stay out on FMLA leave until the end of the term.

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j. In the case of a staff member who is required to take FMLA leave until the end of an academic term, only the period of FMLA leave until a staff member is ready and able to return to work shall be charged against a staff member's FMLA leave entitlement.

k. The Board may require a staff member to stay on FMLA leave until the end of the school term. Any additional leave required by the Board to the end of the school term is not counted as FMLA leave; however:

(1) The Board shall be required to maintain a staff member's group health insurance; and

(2) The Board shall be required to restore a staff member to the same or equivalent job including other benefits at the conclusion of the leave.

8. FMLA Leave Related to Military Service

a. Definitions for FMLA related to military service shall be in accordance with 29 CFR §§825.122; .126; .127; and .310.

b. The foreign deployment of the staff member's spouse, child, or parent in accordance with 29 CFR §§825.122 and .126:

(1) The district must grant an eligible staff member up to twelve work weeks of unpaid, job-protected FMLA leave during any twelve month period for qualifying exigencies that arise when the staff member's spouse, child, or parent is on covered active duty, or has been notified of an impending call or order to covered active duty.

c. Military caregiver FMLA leave provides care for a covered servicemember with a serious injury or illness in accordance with 29 CFR §§825.122 and .127:

(1) The district must grant up to a total of twenty-six workweeks of unpaid, job-protected FMLA leave during a "single twelve month period" to care for a covered servicemember with a serious injury or illness.

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9. Verification

a. The Board shall require that a staff member's FMLA leave to care for a staff member's covered family member with a serious health condition, or due to a staff member's own serious health condition that makes a staff member unable to perform one or more of the essential functions of a staff member's position, be supported by a certification issued by the health care provider of a staff member or a staff member's family member.

(1) The Board must give written notice of a requirement for certification each time a certification is required. The Board's oral request to a staff member to furnish any subsequent certification is sufficient.

b. The Board shall require a staff member furnish certification at the time a staff member gives notice of the need for FMLA leave or within five business days thereafter, or, in the case of unforeseen FMLA leave, within five business days after the FMLA leave commences.

(1) The Board may request certification at some later date if the Board later has reason to question the appropriateness of the FMLA leave or its duration.

(2) A staff member must provide the requested certification to the Board within fifteen calendar days after the Board's request, unless it is not practicable under the particular circumstances to do so despite a staff member's diligent, good faith efforts or the Board provides more than fifteen calendar days to return the requested certification.

c. When FMLA leave is taken because of a staff member's own serious health condition, or the serious health condition of a family member, the Board shall require a staff member to obtain a medical certification from a health care provider that sets forth the following information:

(1) The name, address, telephone number, and fax number of the health care provider and type of medical practice/specialization;

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(2) The approximate date on which the serious health condition commenced, and its probable duration;

(3) A statement or description of appropriate medical facts regarding the patient's health condition for which FMLA leave is requested. The medical facts must be sufficient to support the need for FMLA leave.

(a) Such medical facts may include information on symptoms, diagnosis, hospitalization, doctor visits, whether medication has been prescribed, any referrals for evaluation or treatment (physical therapy, for example), or any other regimen of continuing treatment;

(4) If a staff member is the patient, information sufficient to establish that a staff member cannot perform the essential functions of a staff member's job as well as the nature of any other work restrictions, and the likely duration of such inability;

(5) If the patient is a covered family member with a serious health condition, information sufficient to establish that the family member is in need of care, and an estimate of the frequency and duration of the FMLA leave required to care for the family member;

(6) If a staff member requests FMLA leave on an intermittent or reduced schedule basis for planned medical treatment of a staff member's or a covered family member's serious health condition, information sufficient to establish the medical necessity for such intermittent or reduced schedule FMLA leave and an estimate of the dates and duration of such treatments and any periods of recovery;

(7) If a staff member requests FMLA leave on an intermittent or reduced schedule basis for a staff member's serious health condition, including pregnancy, that may result in unforeseeable episodes of incapacity, information sufficient to establish the medical necessity for such intermittent or reduced schedule FMLA leave and an estimate of the frequency and duration of the episodes of incapacity; and

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(8) If a staff member requests FMLA leave on an intermittent or reduced schedule basis to care for a covered family member with a serious health condition, a statement that such FMLA leave is medically necessary to care for the family member, which can include assisting in the family member's recovery, and an estimate of the frequency and duration of the required FMLA leave.

d. A staff member may choose to comply with the certification requirement by providing the Board with an authorization, release, or waiver allowing the Board to communicate directly with the health care provider of a staff member or his or her covered family member.

(1) It is a staff member's responsibility to provide the Board with complete and sufficient certification and failure to do so may result in the denial of FMLA leave.

e. If the Board has reason to doubt the validity of a medical certification, the Board may require a staff member to obtain a second opinion at the Board's expense.

(1) The Board may designate the health care provider to furnish the second opinion, but the selected health care provider may not be employed on a regular basis by the Board.

f. If the opinions of a staff member's and the Board's designated health care providers differ, the Board may require a staff member to obtain certification from a third health care provider, again at the Board's expense. This third opinion shall be final and binding. The third health care provider must be designated or approved jointly by the Board and the staff member.

10. Reinstatement Following FMLA Leave

a. On return from FMLA leave a staff member is entitled to be returned to the same position a staff member held when FMLA leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

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(1) A staff member is entitled to such reinstatement even if a staff member has been replaced or his or her position has been restructured to accommodate for a staff member's absence.

(2) The requirement that a staff member be restored to the same or equivalent job with the same or equivalent pay, benefits, and terms and conditions of employment does not extend to de minimis, intangible, or unmeasurable aspects of the job.

b. Denial of Reinstatement

(1) A staff member has no greater right to reinstatement or to other benefits and conditions of employment that if a staff member had been continuously employed during the FMLA leave period.

(a) The Board must be able to show that a staff member would not otherwise have been employed at the time reinstatement is requested in order to deny restoration to employment.

(2) The Board may deny job restoration to "key employees", if such denial is necessary to prevent substantial and grievous economic injury to the operations of the Board.

(a) A "key employee" is a salaried FMLA-eligible staff member who is among the highest paid ten percent of all staff members employed by the Board within seventy-five miles of a staff member's worksite.

(3) If a staff member is unable to perform an essential function of the position because of a physical or mental condition, including the continuation of a serious health condition or an injury or illness also covered by workers' compensation, a staff member has no right to restoration to another position under the FMLA.

(a) The Board's obligation may; however, be governed by the Americans with Disabilities Act, State leave law, or workers' compensation laws.

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(4) A staff member who fraudulently obtains FMLA leave from the Board is not protected by FMLA's job restoration or maintenance of health benefits provisions.

c. Intent to Return to Work

(1) The Board may require a staff member on FMLA leave to report periodically on a staff member's status and intent to return to work.

d. Fitness for Duty Certification

(1) As a condition of restoring a staff member whose FMLA leave was a result of a staff member's own serious health condition that made a staff member unable to perform a staff member's job, the Board shall require all similarly-situated staff members (i.e., same occupation, same serious health condition) who take FMLA leave for such conditions to obtain and present certification from a staff member's health care provider that a staff member is able to resume work.

(2) A staff member has the same obligations to participate and cooperate in the fitness-for-duty certification process as in the initial certification process.

11. The Board of Education Notice

a. Notice of Staff Member Rights Under FMLA

(1) The Board shall post and keep posted on its premises, in conspicuous places where staff members are employed, a notice explaining the FMLA's provisions and providing information concerning the procedures for filing complaints of violations of the FMLA with the Wage and Hour Division.

(a) The notice will be posted prominently where it can be readily seen by staff members and applicants for employment.

(b) The poster and the text will be large enough to be easily read and

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contain fully legible text.

(c) Electronic posting is sufficient to meet this posting requirement as long as it otherwise meets the requirements of B.11.

(2) The Board shall also provide this general notice to each staff member by including the notice in staff members' handbooks or other written guidance to staff members concerning staff member benefits or FMLA leave rights, if such written materials exist, or by distributing a copy of the general notice to each new staff member upon hiring. In either case, distribution may be accomplished electronically.

(3) Access to and/or distribution of this Policy shall serve as school district notice to staff members of their rights pursuant to 29 CFR §825 et seq.

b. Eligibility Notice

(1) When a staff member requests FMLA leave, or when the Board acquires knowledge that a staff member's FMLA leave may be for an FMLA-qualifying reason, the Board must notify the staff member of the staff member's eligibility to take FMLA leave within five business days, absent extenuating circumstances.

c. Designation Notice

(1) The Board is responsible in all circumstances for designating leave as FMLA-qualifying, and for giving notice of the designation to a staff member. The Board must notify a staff member whether the leave will be designated and will be counted as FMLA leave within five business days absent extenuating circumstances.

(2) If the Board requires paid leave to be substituted for unpaid FMLA leave, or that paid leave taken under an existing leave plan be counted as FMLA leave, the Board must inform a staff member of this designation at the time of designating the FMLA leave.

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12. Local Board of Education Practices

    a. Substitution of Paid Leave

        (1) Whether a staff member is required to use sick time or any other accrued leave time concurrent with FMLA leave time will depend upon either the district's practice or a provision in the district's collective bargaining agreement, if applicable.

    b. Maintenance of Staff Member Benefits

        (1) The Board must maintain a staff member's coverage under any group health plan on the same conditions as coverage would have been provided if a staff member had been continuously employed during the entire FMLA leave period.

C. Shared Provisions

1. Interference with Family Leave Rights

The NJFLA and the FMLA prohibit interference with a staff member's rights under the law, and with legal proceedings or inquiries relating to a staff member's rights. Unless permitted by the law, no staff member shall be required to take family leave or to extend family leave beyond the time requested. A staff member shall not be discriminated against for having exercised his/her rights under the NJFLA and the FMLA nor discouraged from the use of family leave.

2. Non-Tenured Teaching Staff

Family leave granted to a nontenured staff member cannot extend a staff member's employment beyond the expiration of his/her employment contract.

3. Record Keeping

The Superintendent or designee shall ensure the keeping of accurate attendance records that distinguish family leave from other kinds of leave so a staff member's entitlement to

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NJFLA leave and FMLA leave can be properly determined.

4. Processing of Complaints

a. New Jersey Family Leave Act

(1) Any complaint alleging a violation of the NJFLA shall be processed in the same manner as a complaint filed under the terms of N.J.S.A. 10:5-1 et seq. and N.J.A.C. 13:4 through the New Jersey Department of Law and Public Safety, Division on Civil Rights.

b. Federal Family and Medical Leave Act (FMLA)

(1) If there is a dispute between the Board and a staff member as to whether leave qualifies as FMLA leave, it should be resolved through discussion between the staff member and the Superintendent or designee. Such discussions and the decision shall be documented by the Superintendent or designee.

(2) A staff member also may file, or have another person file on his/her behalf, a complaint with the United States Secretary of Labor. A complaint may be filed in person, by mail, or by telephone with the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, at any local office of the Wage and Hour Division.

(3) This Policy 1643 shall be posted on the school district website, in a manner accessible to all staff members and a hard copy shall be provided to all staff members annually prior to the beginning of the school year and upon initial employment in the school district during the school year.

29 CFR §825 et seq.
29 CFR §785
N.J.S.A. 10:5-1;
N.J.S.A. 34:11B et seq.
N.J.A.C. 13:14-1 et seq.

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SECTION: ADMINISTRATION
#: P 1643
FAMILY LEAVE (M)

Adopted: 12 April 2021
Revised: **TBD**

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SECTION: PRORAM
#: P 2200
CURRICULUM ~~CONTENT~~ (M)

2200 CURRICULUM ~~CONTENT~~ (M)

~~The Board of Education will provide the instruction and services mandated by law and rules as necessary for the implementation of a thorough and efficient system of free public education and such other instruction and services as the Board deems appropriate for the thorough and efficient education of the students of this district. The Board shall annually approve a list of all programs and courses that comprise the district's curriculum and shall approve any subsequent changes in the curriculum in accordance with Policy 2220 – Adoption of Courses.~~

~~For the purposes of this Policy "curriculum" means planned learning opportunities designed to assist students toward the achievement of the intended outcomes of instruction.~~

~~The curriculum will be reviewed by the Superintendent and approved annually by the Board and shall, as a minimum, include the curricular mandates of N.J.S.A. 18A – Education, N.J.A.C. 6A – Education, and the New Jersey Student Learning Standards and the courses required by Policy 5460 – High School Graduation and N.J.A.C. 6A:8-5 for high school graduation.~~

~~The Superintendent is responsible for implementing the curriculum approved by the Board.~~

~~The curriculum shall be consistent with the educational goals and objectives of this district and, the New Jersey Student Learning Standards and be responsive to identified student needs. The Superintendent shall, in consultation with staff members, assure the effective articulation of curriculum across all grade levels and among the schools of this district and among the school districts sending to the Roxbury School District.~~

In accordance with N.J.A.C. 6A:8-3.1, the Board of Education shall ensure curriculum and instruction are designed and delivered in such a way that all students are able to demonstrate the knowledge and skills specified by the New Jersey Student Learning Standards (NJSLS). The Board also shall ensure that appropriate instructional adaptations are designed and delivered for students with disabilities, for multilingual learners (ML), for students enrolled in alternative education programs, and for students identified as gifted and talented.

The words and terms used in this Policy shall have the meanings as defined in N.J.A.C. 6A:8-1.3.

The Board shall encourage the active involvement of representatives from the community, including representatives from the local workforce and higher education, in the development of educational

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programs aligned with the NJSLS. The Board shall make all approved curriculum pacing guides and citations for core instructional materials publicly available pursuant to N.J.A.C. 6A:8-3.1(a)3.

The Board shall be responsible for the progress of all students in developing the knowledge and skills specified by the NJSLS, including all content areas not currently included in the Statewide assessment program.

The Board shall be responsible for the delivery of educational programs at all grade levels in the district using a coherent sequence of activities to prepare all students for college, careers, and civic life upon their graduation. Examples of such programs include, but are not limited to, academic programs; career and technical education programs; two-way bilingual immersion; heritage language education; and/or magnet programs. The Board shall implement educational programs that prepare all students for success in college, careers, and civic life, including, if applicable, the Kindergarten through grade eight development of academic skills integral to success in high school courses. When applicable, the Board shall provide students with access to advanced coursework. The Board shall develop, implement, and regularly evaluate strategies that identify, support, and encourage all student groups to enroll in and succeed in advanced coursework.

In accordance with N.J.A.C. 6A:8-3.2, the Board shall provide all students enrolled in the district with the opportunity to attain the goals of an NJSLS-based curriculum in an educational environment that is designed to meet their needs. The Board shall create curriculum, customize instructional adaptations, allocate resources to provide equitable access to courses, programs, and experiences, and build student-centered learning environments that meet the NJSLS. The Board shall provide all students with disabilities an educational program aligned with the NJSLS, as well as the required individualized accommodations, instructional adaptations, and/or modifications as specified in a student's IEP or 504 plan. The Board shall be responsible for identifying students as gifted and talented and shall provide them with appropriate instructional adaptations and services as defined at N.J.S.A. 18A:35-35. The Board shall provide language instruction educational programs in accordance with N.J.A.C. 6A:15.

In accordance with N.J.A.C. 6A:8-3.3, the Board shall actively assist and support professional learning for teachers, educational services staff, and school leaders, including the district's plan and additional professional learning requirements at N.J.A.C. 6A:9C-3.

The Board shall provide to teachers, educational services staff, and school leaders professional learning on the following, when applicable:

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1. **The use of student and school performance data to provide insights into the strengths and areas for growth to improve the quality of instruction that students receive;**

2. **Evidence-based literacy instruction in accordance with N.J.S.A. 18A:6-142. through 18A:6-150.;**

3. **The content knowledge, instructional strategies, and collaborative skills needed to meet the needs of students with disabilities required at N.J.A.C. 6A:14;**

4. **The needs and educational development of students identified as gifted and talented; and**

5. **All additional statutory and regulatory requirements.**

In accordance with N.J.A.C. 6A:8-2, the Board shall be responsible for the review and continuous improvement of curriculum and instruction based upon changes in knowledge, technology, assessment results, and modifications to the NJSLS pursuant to N.J.A.C. 6A:8-3.4(a). The Board shall design curriculum that is comprehensive and meets the developmental needs of students at each grade level through complete alignment with the NJSLS. The curriculum shall be designed to prepare students for success in higher education, careers, and civic life by addressing essential academic subjects, fostering critical thinking, promoting social and emotional growth, and providing opportunities for creativity and contextual learning. The Board shall include interdisciplinary connections throughout the curriculum at every grade level in the district.

The Board shall annually approve a list of all programs and courses that comprise the district's curriculum and shall approve any subsequent changes in the curriculum in accordance with Policy 2220. The Superintendent or designee shall develop a procedure to address and eliminate any possible bias in the curriculum as programs, courses of study, and instructional materials that comprise the district's curriculum shall be designed to eliminate discrimination on the basis of any of the protected categories listed at N.J.A.C. 6A:7-1.1(a) and promote understanding and mutual respect between children.

In accordance with N.J.A.C. 6A:8-3.4(d), the Board shall provide educators with the time and resources to develop, review, and enhance contextual learning, supportive curricula, and

POLICY

instructional tools for helping students develop required knowledge and skills. The tools shall include, but are not limited to:

1. **Curriculum designed and implemented to meet grade or grade-level expectations and graduation requirements;**

2. **List of core instructional and supplemental materials, including grade level-appropriate texts and decodable texts for emergent readers;**

3. **Integrated accommodations and modifications for students with disabilities; MLs; students identified as gifted and talented; students not at grade-level proficiency; and students with 504 plans;**

4. **Assessments, including, formative; summative; benchmark; and alternative assessments;**

5. **Universal literacy screeners and related instructional materials, as appropriate and as defined at, and required pursuant to, N.J.S.A. 18A:6-142. through 18A:6-150.;**

6. **Pacing guides; and**

7. **Opportunities for interdisciplinary connections and contextual learning.**

The Superintendent shall establish an in-district team to develop a corrective action plan if the district is found to be in noncompliance with N.J.A.C. 6A:8-3. The in-district team shall consist, at a minimum, of district administrators, curriculum supervisor(s), and educators certified in one or more of the identified areas of noncompliance.

The corrective action plan shall include, but not be limited to, the following:

1. **The curricular, policy, or programmatic changes to be implemented, including, but not limited to, changes to curriculum frameworks and other required course revisions;**

2. **The individual(s) responsible for addressing each change identified at N.J.A.C. 6A:8-3.5(e)1. and 1. above;**

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3. Specific timelines for the completion of each change identified at N.J.A.C. 6A:8-3.5(e)1. and 1. above; and

4. Alignment with, and incorporation of or references to, the relevant provisions of all applicable State and Federal plans.

Within sixty days of the district's receipt of the Commissioner's written notification pursuant to N.J.A.C. 6A:8-3.5(c), the Superintendent shall present the corrective action plan to the Board for approval.

1. The Board shall review and approve the corrective action plan.

2. The Superintendent shall submit to the Commissioner, or the Commissioner's designee, the corrective action plan approved by the Board.

The Commissioner, or the Commissioner's designee, shall review the corrective action plan and notify the Superintendent if the plan is acceptable. The Superintendent shall implement the corrective action plan within thirty days of the Commissioner's written notification pursuant to N.J.A.C. 6A:8-3.5(g). The Commissioner, or the Commissioner's designee, shall review and verify the district's implementation of the corrective action plan.

When a corrective action plan is not submitted, it is determined by the Commissioner, or the Commissioner's designee, to be unacceptable, or it is not implemented, the Commissioner shall notify the Superintendent of the action(s) that the Commissioner intends to take pursuant to State law, rules, and regulations.

~~N.J.S.A. 18A:35-1 et seq.~~
~~N.J.A.C. 6A:8-1.1 et seq.; 6A:14 et seq.~~
~~New Jersey Student Learning Standards~~
N.J.S.A. 18A:6-142. through 18A:6-150.;
18A:35-35.
N.J.A.C. 6A:8-3.1; 6A:8-3.2; 6A:8-3.3; 6A:8-3.4; 6A:8-3.5

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POLICY

SECTION: PRORAM
#: P 2200
CURRICULUM ~~CONTENT~~ (M)

Adopted: 14 October 2013
Revised: 15 August 2016
Revised: 22 May 2017
Revised: 16 September 2024
Revised: TBD

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~~REGULATION~~

~~**SECTION:** PROGRAM~~
~~**#:** R 2200~~
~~CURRICULUM CONTENT (M)~~

~~R 2200 CURRICULUM CONTENT (M)~~

~~Courses of study and instructional materials and programs shall be designed to eliminate discrimination on the basis of any of the protected categories listed at N.J.A.C. 6A:7-1.1(a) and promote understanding and mutual respect between children.~~

~~The Superintendent or designee shall develop a procedure to address and eliminate any possible bias in the curriculum.~~

~~Issued: 14 October 2013~~
~~Revised: 15 August 2016~~
~~Revised: 13 May 2024~~

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POLICY

SECTION: PROGRAM
#: P 2260
EQUITY IN SCHOOL AND CLASSROOM PRACTICES (M)

2260 EQUITY IN SCHOOL AND CLASSROOM PRACTICES (M)

In accordance with N.J.A.C. 6A:7-1.7(a), t~~T~~he Board of Education shall provide all students with equitable and bias-free access to all school facilities, courses, programs, activities, and services, regardless of the protected categories listed at N.J.A.C. 6A:7-1.1(a), by:

1. Ensuring barrier-free access to all school and classroom facilities;

2. Attaining, within each school, minority representation~~,~~ that approximates the district's overall minority representation. Exact apportionment is not required**;**~~,~~ the ultimate goal is a reasonable plan achieving the greatest degree of a representative balance that is feasible and consistent with sound educational values and procedures;

3. Utilizing, on an annual basis, a State-approved English language proficiency assessment that evaluates a student's English language proficiency on the four domains of listening, speaking, writing, and reading for determining the eligibility and placement of students who may be identified as multilingual learners**,** pursuant to N.J.A.C. 6A:15-1.3(a)3.;

4. Utilizing bias-free multiple measures for determining the special needs of students with disabilities, pursuant to N.J.A.C. 6A:14-3.4;

5. Ensuring support services, including intervention and referral services and school health services**,** pursuant to N.J.A.C. 6A:16, are available to all students; and

6. Ensuring a student is not discriminated against because of a medical condition. A student shall not be excluded from any education program or activity because of a long-term medical condition unless a physician certifies such exclusion is necessary.

    a. If excluded, the student shall be provided with equivalent and timely instruction that may include home instruction, without prejudice or penalty.

Pursuant to N.J.A.C. 6A:7-1.7(b), the Board shall ensure the district's curriculum and instruction are aligned to the New Jersey Student Learning Standards (NJSLS). The Board also shall ensure its curriculum and instruction address the elimination of discrimination by narrowing the achievement and opportunity gaps, by providing equity in educational activities and programs, and by providing opportunities for students to interact positively with others regardless of the protected categories listed at N.J.A.C. 6A:7-1.1(a), by:

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1. Ensuring there are no differential requirements for completion of course offerings or programs of study solely on the basis of the protected categories listed at N.J.A.C. 6A:7-1.1(a);

2. Ensuring courses shall not be offered separately on the basis of the protected categories listed at N.J.A.C. 6A:7-1.1(a)**:**~~;~~

   a. Portions of classes that deal exclusively with human sexuality may be conducted in separate developmentally appropriate sessions based on gender identity, provided ~~that~~ the course content for such separately conducted sessions is the same**;**~~.~~

3. Increasing and promoting equitable representation of all students in all classes and programs;

4. Ensuring schools demonstrate the inclusion of a multicultural curriculum in its instructional content, materials and methods, and ensuring students understand the basic tenet of multiculturalism;

5. Ensuring the Amistad Commission Curriculum is infused into the curriculum and is taught;

6. Ensuring the Commission on Holocaust Education curriculum is included in the curriculum of all elementary and secondary schools, as developmentally appropriate, pursuant to N.J.S.A. 18A:35-28**.**; and

7. Ensuring all curricular requirements pursuant to N.J.A.C. 6A:8 and the NJSLS are taught, including any curriculum developed concerning any of the protected categories listed at N.J.A.C. 6A:7-1.1(a) or curriculum developed by any commissions constituted for the development of curriculum concerning any of the protected categories listed at N.J.A.C. 6A:7-1.1(a).

Pursuant to N.J.A.C. 6A:7-1.7(c), the Board shall ensure all students have access to adequate and appropriate counseling services.

1. When informing students about possible careers or professional or vocational opportunities, the Board shall not restrict or limit the options presented to students on the basis of the protected categories listed at N.J.A.C. 6A:7-1.1(a).

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2. The Board shall not use tests or guidance or counseling materials that are biased or stereotyped on the basis of the protected categories listed at N.J.A.C. 6A:7-1.1(a).

Pursuant to N.J.A.C. 6A:7-1.7(d), t~~T~~he Board shall ensure the district's physical education is in a co-educational setting that is developmentally appropriate and does not discriminate on the basis of the protected categories listed at N.J.A.C. 6A:7-1.1(a)**,** as follows:

1. The district shall provide separate restroom, locker room, and shower facilities on the basis of gender, but such facilities provided for students of each gender shall be comparable;

2. The district may choose to operate separate teams based on sex in one or more sports or single teams open competitively to members of all sexes, as long as the athletic program as a whole provides equal opportunities for students of all sexes to participate in sports at comparable levels of difficulty and competency; and

3. The activities comprising such athletic programs shall receive equitable treatment, including, but not limited to, staff salaries, purchase and maintenance of equipment, quality and availability of facilities, scheduling of practice and game time, length of season, and all other related areas or matters.

N.J.S.A. **18A:35-28.;** 18A:36-20**.**
N.J.A.C. 6A:7-1.1; 6A:7-1.3; 6A:7-1.7

Adopted: TBD

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POLICY

SECTION: PROGRAM
#: P 2411
CAREER EDUCATION AND ACADEMIC
~~GUIDANCE~~ COUNSELING (M)

2411 **CAREER EDUCATION AND ACADEMIC** ~~GUIDANCE~~ COUNSELING (M)

~~The Board of Education requires that a planned program of guidance and counseling be an integral part of the educational program of the schools to assist students in making and implementing informed educational and occupational choices including academic, career and personal/social development.~~

~~A program of guidance and counseling, including developmental career guidance and exploration, shall be offered to all students in this school district and shall involve the coordinated efforts of all teaching staff members under the leadership of certified guidance and counseling personnel.~~

~~The Superintendent is directed to implement a guidance program that carries out the purposes of this Policy and:~~

1. ~~Involves teaching staff members at all appropriate levels;~~

2. ~~Honors the individuality of each student;~~

3. ~~Is integrated with the total educational program;~~

4. ~~Is coordinated with available resources of the community;~~

5. ~~Provides for cooperation of school staff with parents and shares parents' concern for the development of their children;~~

6. ~~Provides for the means of sharing information among appropriate staff members in the student's interest;~~

7. ~~Ensures all students have access to adequate and appropriate counseling services, pursuant to N.J.A.C. 6A:7-1.7(c).~~

   a. ~~When informing students about possible careers or professional or vocational opportunities, the Board shall not restrict or limit the options presented to students on the basis of the protected categories listed at N.J.A.C. 6A:7-1.1(a).~~

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~~b. The Board shall not use tests or guidance or counseling materials that are biased or stereotyped on the basis of the protected categories listed at N.J.A.C. 6A:7-1.1(a); and~~

~~8. Establishes a referral system that utilizes all the aid the schools and community offer, guards the privacy of the student, and monitors the efficacy of such referrals.~~

The Board of Education shall develop and implement a comprehensive system for the delivery, to all students, of guidance and academic counseling that facilitates career awareness, exploration, and preparation pursuant to N.J.A.C. 6A:8-6.1.

The words and terms used in this Policy shall have the meanings as defined in N.J.A.C. 6A:8-1.3.

A. Comprehensive System of Guidance and Academic Counseling

1. The system for the delivery, to all students, of guidance and academic counseling that facilitates career awareness, exploration, and preparation shall:

a. Be consistent with the New Jersey Student Learning Standards (NJSLS);

b. Take into consideration the 2019 American School Counselor Association's National Standards for School Counseling Programs, incorporated herein by reference, as amended and supplemented;

c. Be infused throughout the curriculum as appropriate for all students;

d. Be supported by professional learning programs;

e. Provide developmental career guidance and academic counseling, aligned with the NJSLS, designed to:

(1) Assist students in making and implementing informed educational and career choices, including opportunities to change career focus;

(2) Support students' academic attainment, career development, and personal/social development; and

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(3) Develop students' understanding of the relationships among academic attainment, career development, and personal/social development; and

f. Specify the delivery format, which may include:

(1) An integrated curriculum that is based on the NJSLS and provides students with the opportunity to engage in contextual learning, service learning, and/or work-based learning to acquire information about their career interests and/or take advanced coursework linked to their career interests; and/or

(2) Specialized programs that reflect the needs of students and the community.

B. Students With Disabilities

For students with disabilities beginning at age fourteen or younger, if determined appropriate by the IEP team, the Board shall ensure that career guidance and academic counseling are coordinated with transition services provided in accordance with N.J.A.C. 6A:14-3.7.

C. Fulfillment of the NJSLS

1. In fulfillment of the NJSLS, the Board shall develop and implement the following for all students:

a. Curriculum and instructional methods that:

(1) Include the integration of technological literacy, consistent with the NJSLS;

(2) Include the integration of information literacy, consistent with the NJSLS and delivered in partnership by school library media specialists and classroom educators, pursuant to N.J.S.A. 18A:7F-4.4. through 18A:7F-4.7.;

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(3) Provide an understanding of the career applications of knowledge and skills learned in the classroom; and

(4) Provide opportunities to apply knowledge and skills learned in the classroom to real or simulated career challenges.

b. A system of career development activities that:

(1) Offers the opportunity to more fully explore career interests that are linked to the NJSLS, pursuant to N.J.A.C. 6A:19 – Career and Technical Education Programs and Standards;

(2) Provides the appropriate format for offering career-development activities based on school district resources, community needs, and student interest;

(3) Identifies the delivery format, which may include:

(a) An integrated curriculum that is based on the NJSLS and provides students the opportunity to acquire information about their career interests and/or take advanced coursework linked to their career interests; or

(b) Specialized programs that reflect the needs of students and the community; and

(4) Instills the concept of the need for continuous learning throughout life.

D. Work-Based Learning Experiences

1. The Board shall offer high school students the opportunity to more actively explore career interests by participating in work-based learning experiences aligned to the NJSLS.

a. Work-based learning experiences shall give students opportunities to demonstrate and apply academic knowledge in authentic settings and to develop career and personal/social goals.

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b. Students may voluntarily select work-based learning experiences that:

(1) Are co-curricular or extra-curricular activities; and

(2) Take place within the district, at a work site, or in the community, in accordance with N.J.A.C. 6A:19-6.4.

c. The Board shall ensure students participating in school-sponsored external work-based learning experiences, either paid or unpaid:

(1) Are supervised by school personnel, in accordance with N.J.A.C. 6A:9B-14.19 and 14.20; and

(2) Are in approved programs compliant with Federal and State law.

E. Enrollment in College Courses

1. The Board shall develop, implement, and regularly evaluate strategies that identify, support, and encourage students from diverse backgrounds to enroll in and succeed in college courses pursuant to N.J.A.C. 6A:8-6.2.

2. The Board may enter into a dual enrollment agreement with one or more public institutions of higher education, in accordance with N.J.S.A. 18A:61C-10., to increase the availability of college-level instruction for high school students.

3. Credits earned by students shall be accepted at all New Jersey public higher education institutions, pursuant to N.J.S.A. 18A:61C-11.

4. The Board may participate in the Twelfth Grade Postsecondary Transition Year Pilot Program, pursuant to P.L. 2023, c.272, through a competitive grant award contingent upon available funds held within the Innovation Dual Enrollment II Fund.

F. Guidance and Academic Counseling

The Board's comprehensive system for the delivery, to all students, of guidance and academic counseling that facilitates career awareness, exploration, and preparation shall

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Choose only one of the following alternatives:

___ **be conducted entirely by teaching staff members certified as school counselors.**

___ **include the services of teaching staff members certified as school counselors and other designated teaching staff members.**

___ **be the responsibility of the classroom teacher, who may draw upon the services of other, more specialized staff members as required.**

___ **involve the coordinated efforts of all teaching staff members under the leadership of certified school counselor(s).**

G. Evaluation

1. The program of career education and academic counseling will be reviewed annually to determine its strengths and weaknesses. The following information to be reviewed may include, but is not limited to:

a. An annual record of graduate placements in post-secondary situations;

b. Assessments of past graduates as to the effectiveness of guidance services received in the high school;

c. Results of surveys of parents and staff evaluations of guidance services;

d. Analysis of the effectiveness of outside referrals;

e. Assessments by persons not employed in the school district and experts in the field of career education and academic counseling;

f. Personal evaluations of the career education and academic counseling staff members to identify weaknesses in the administration of the program; and

g. Any additional information that assists in determining the strengths and weaknesses of the career education and academic counseling program in the district.

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POLICY

SECTION: PROGRAM
#: P 2411
CAREER EDUCATION AND ACADEMIC
~~GUIDANCE~~ COUNSELING (M)

~~N.J.A.C. 6A:19-1.2; 6A:8-2.2~~
~~N.J.A.C. 6A:7-1.1; 6A:7-1.3; 6A:7-1.7; 6A:8-3.2~~
N.J.S.A. 18A:7F-4.4. through 18A:7F-4.7.;
18A:61C-10.; 18A:61C-11.
N.J.A.C. 6A:7-1.1; 6A:7-1.3; 6A:7-1.7; 6A:8-6.1; 6A:8-6.2;
6A:19-1.1 et seq.

Adopted: 14 October 2013
Revised: 15 August 2016
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Revised: TBD

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~~REGULATION~~

~~**SECTION:** PROGRAM~~
~~**#:** R 2411~~
~~GUIDANCE COUNSELING (M)~~

~~R 2411 GUIDANCE COUNSELING (M)~~

~~A. Counseling Services~~

~~1. The purpose of guidance and counseling services is to assist students in self-examination, self-evaluation, and analysis of alternatives so that each student can benefit most fully from his/her education and life experiences.~~

~~2. Counseling services will include:~~

~~a. Career awareness and exploration, and academic planning through consideration of personal interests, past and potential performance, and present opportunities,~~

~~b. Personal/social development including adjustment to situational problems, understanding of the consequences of personal behavior, and referral to assistance where appropriate, and~~

~~c. Crisis counseling to assist students undergoing extreme emotional reactions that disrupt immediate functioning, including post-crisis planning and referral for treatment as necessary.~~

~~3. All counseling services shall be free of bias on the basis of race, color, creed, religion, national origin, ancestry, age, marital status, affectational or sexual orientation, gender, gender identity or expression, socioeconomic status, or disability.~~

~~B. Career Awareness and Exploration~~

~~In fulfillment of the New Jersey Core Curriculum Content Standards, the school district shall provide a comprehensive program of guidance and counseling to facilitate career awareness and exploration for all students which shall be designed to:~~

~~1. Assist students in making informed educational and occupational choices;~~

~~2. Encourage students to maintain portfolios consisting of accomplishments related to the Cross Content Workplace Readiness Standards;~~

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~~REGULATION~~

~~3. Develop student competency in self management, educational and occupational exploration and career planning;~~

~~4. Make students aware of the relationship among personal qualities, education, training and the world of work; and~~

~~5. Acquaint students with the relationship between achieving academic standards and the attainment of career goals.~~

~~C. Consulting Services~~

~~1. The purpose of consulting services is the improvement of the instructional program and the delivery of educational services by the collaboration of those staff members responsible for the instructional program and the development of individual students.~~

~~2. Consulting services will include:~~

~~a. Identification of the needs of students,~~

~~b. Identification, evaluation, and program implementation of students with special needs,~~

~~c. Development and implementation of preventive and supportive programs to address such problems as student attendance, violence, and suicide,~~

~~d. Alerting professional staff to the purposes, functions, and availability of guidance and counseling services,~~

~~e. Encouragement of cooperation among teaching staff members and parents in resolving individual student problems and addressing student needs,~~

~~f. Establishment and maintenance of fruitful relationships with State and local agencies for the purpose of professional referral and the sharing of experiences,~~

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~~REGULATION~~

~~g. Cooperation with business and industry to facilitate student job placement and vocational training, and~~

~~h. Maintenance of a library of occupational and educational information.~~

~~D. Evaluation~~

~~The program of guidance and counseling will be reviewed annually to determine its strengths and weaknesses. The following information may be gathered and analyzed in that review:~~

~~1. Annual record of graduate placements in post-secondary situations;~~

~~2. Assessments of past graduates as to the effectiveness of guidance services received in the high school;~~

~~3. Results of surveys of parents and staff evaluations of guidance services;~~

~~4. Analysis of the efficacy of outside referrals;~~

~~5. Assessments by persons not employed in the school district and expert in the field of guidance and counseling; and~~

~~6. The personal evaluations of the guidance and counseling staff members to identify weaknesses in the administration of the program.~~

~~Issued: 4 October 2013~~
~~Revised: 15 August 2016~~
~~Revised: 22 May 2017~~

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~~REGULATION~~

~~**SECTION:** PROGRAM~~
~~**#:** R 2460.30~~
~~ADDITIONAL/COMPENSATORY SPECIAL EDUCATION AND RELATED SERVICES (M)~~

~~R 2460.30 ADDITIONAL/COMPENSATORY SPECIAL EDUCATION AND RELATED SERVICES (M)~~

~~The Board of Education shall provide additional or compensatory special education and related services to students with disabilities beyond the age of twenty-one based on the recommendation of the individual student's IEP team pursuant to N.J.S.A. 18A:46-6.3.~~

~~As used in N.J.A.C. 18A:46-6.3(h) and this Regulation, "parent" means the natural or adoptive parent, the legal guardian, resource family parent when willing to so serve, a surrogate parent, or a person acting in the place of a parent, such as a grandparent or stepparent with whom the student lives, or a person legally responsible for the student's welfare. "Parent" shall also include an adult student who has attained the age of eighteen, who is not under legal guardianship, and who is entitled to receive special education and related services.~~

~~A. Additional Special Education and Related Services~~

~~1. Notwithstanding the provisions of N.J.S.A. 18A:46-6, N.J.S.A. 18A:46-8, or of any other law, rule, or regulation concerning the age of eligibility for special education and related services to the contrary, the Board shall:~~

~~a. In the 2021-2022 school year, provide special education and related services contained in an Individualized Education Program (IEP) to a student with disabilities who attains the age of twenty-one during the 2020-2021 school year, provided the parent of the student and the IEP team determine that the student requires additional or compensatory special education and related services, including transition services, during the 2021-2022 school year.~~

~~(1) A student receiving special education and related services pursuant to N.J.S.A. 18A:46-6.3.a. and A.1 shall not be eligible to receive such education and services beyond June 30, 2022, unless otherwise provided in a student's IEP or as ordered by a hearing officer, complaint investigation, or court of competent jurisdiction.~~

~~2. Notwithstanding the provisions of N.J.S.A. 18A:46-6, N.J.S.A. 18A:46-8, or of any other law, rule, or regulation concerning the age of eligibility for special education and related services to the contrary, the Board shall:~~

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~~a. In the 2022-2023 school year, provide special education and related services contained in an IEP to a student with disabilities who attains the age of twenty-one during the 2021-2022 school year, provided the parent of the student and the IEP team determine that the student requires additional or compensatory special education and related services, including transition services, during the 2022-2023 school year.~~

~~(1) A student receiving special education and related services pursuant to N.J.S.A. 18A:46-6.3.b. and A.2 shall not be eligible to receive such education and services beyond June 30, 2023, unless otherwise provided in a student's IEP or as ordered by a hearing officer, complaint investigation, or court of competent jurisdiction.~~

~~3. Notwithstanding the provisions of N.J.S.A. 18A:46-6, N.J.S.A. 18A:46-8, or of any other law, rule, or regulation concerning the age of eligibility for special education and related services to the contrary, the Board shall:~~

~~a. In the 2023-2024 school year, provide special education and related services contained in an IEP to a student with disabilities who attains the age of twenty-one during the 2022-2023 school year, provided that the parent of the student and the IEP team determine that the student requires additional or compensatory special education and related services, including transition services, during the 2023-2024 school year.~~

~~(1) A student receiving special education and related services pursuant to N.J.S.A. 18A:46-6.3.c. and A.3 shall not be eligible to receive such education and services beyond June 30, 2024, unless otherwise provided in a student's IEP or as ordered by a hearing officer, complaint investigation, or court of competent jurisdiction.~~

~~B. Rights, Privileges, and Remedies~~

~~1. A student receiving special education and related services, including transition services, pursuant to N.J.S.A. 18A:46-6.3 and this Regulation shall be afforded~~

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~~the same rights, privileges, and remedies provided to students with disabilities pursuant to State law, New Jersey State Board of Education regulations concerning special education, and the Federal "Individuals with Disabilities Education Act," (IDEA) 20 USC §1400 et seq.~~

~~2. Any disputes that arise with respect to the provision or nature of services provided to a student with disabilities in the additional year as provided in accordance with N.J.S.A. 18A:46-6.3.a., b. and c., and A. above may be addressed as determined by the parent of the student with disabilities, by either:~~

~~a. Mediation;~~

~~b. A written request for a complaint investigation submitted to the Director of the Office of Special Education Policy and Dispute Resolution in the New Jersey Department of Education; or~~

~~c. A special education due process hearing pursuant to IDEA, N.J.S.A. 18A:46, or administrative code.~~

~~C. Funding~~

~~1. The special education and related services, including transition services, provided to students with disabilities pursuant to the provisions of N.J.S.A. 18A:46-6.3 and this Regulation, to the extent permitted by Federal law, should be paid for from the monies received by the State or a school district under the Federal "Coronavirus Aid, Relief, and Economic Security (CARES) Act," Pub.L.116-136, the Federal "Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act, 2021," Pub.L.116-260, the Federal "American Rescue Plan (ARP) Act," Pub.L.117-2, or any other Federal funding provided to address the impact of the coronavirus pandemic on elementary and secondary schools as it becomes available.~~

~~2. To the extent the Federal funds described in N.J.S.A. 18A:46-6.3.e.(1) and C.1. above do not cover the costs borne by the school district to provide the special education and related services, including transition services, to students with disabilities pursuant to the provisions of N.J.S.A. 18A:46-6.3 and~~

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~~**SECTION:** PROGRAM~~
~~**#:** R 2460.30~~
~~ADDITIONAL/COMPENSATORY SPECIAL EDUCATION AND RELATED SERVICES (M)~~

~~this Regulation, the State of New Jersey shall appropriate funds as necessary from the Property Tax Relief Fund to reimburse the school district for these costs.~~

~~3. The special education and related services funded pursuant to the provisions of N.J.S.A. 18A:46-6.3.e. may include, but are not limited to, the additional staff, programs, and facilities deemed necessary by the school district to provide the special education and related services, including transition services, required under N.J.S.A. 18A:46-6.~~

~~Adopted: 14 March 2022~~

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POLICY

SECTION: STUDENTS
#: P 5111.13
ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS – CHOICE SCHOOL DISTRICT (M)

5111.13 ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS – CHOICE SCHOOL DISTRICT (M)

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

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

The Board shall admit students eligible to attend school free of charge that are domiciled within the district as defined in N.J.A.C. 6A:22-3.1 and Regulation 5111.13 – Section B.

The Board shall also admit any student that is kept in the home of a person other than the student's parent and the person is domiciled in the district and is supporting the student without remuneration as if the student were their own child in accordance with N.J.A.C. 6A:22-3.2 and Regulation 5111.13 – Section C.

Pursuant to N.J.S.A. 18A:38-1.c., any person who fraudulently allows a child of another person to use their residence and is not the primary financial supporter of that child and any person who fraudulently claims to have given up custody of their child to a person in another district commits a disorderly persons offense.

A student is eligible to attend school in the district free of charge pursuant to N.J.S.A. 18A:38-1.d. if the student's parent temporarily resides within the district and elects to have the student attend the district of temporary residence, notwithstanding the existence of a domicile elsewhere pursuant to N.J.A.C. 6A:22-3.1(a)4. and Regulation 5111.13 – Section B.

A student is eligible to attend the district free of charge in accordance with N.J.A.C. 6A:22-3.2 and Regulation 5111.13 – Section C.

Notwithstanding the provisions of N.J.S.A. 18A:38-1. or any other law, rule, or regulation to the contrary, a student who moves out of the district as a result of domestic violence, sexual abuse, or other family crises shall be permitted to remain enrolled in the district for the remainder of the school year pursuant to N.J.S.A. 18A:38-1.1. and in accordance with the provisions of N.J.A.C. 6A:22-3.2(h) and Regulation 5111.13 – Section C.

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POLICY

SECTION: STUDENTS
#: P 5111.13
ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS – CHOICE SCHOOL DISTRICT
(M)

Except as set forth in N.J.A.C. 6A:22-3.3(b), immigration/visa status shall not affect eligibility to attend school. Any student who is domiciled in the district or otherwise eligible to attend school in the district pursuant to N.J.A.C. 6A:22-3.2 shall be enrolled without regard to, or inquiry concerning, immigration status. A student's immigration/visa status and their eligibility to attend school shall be in accordance with N.J.A.C. 6A:22-3.3(b) and Regulation 5111.13 – Section D.

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

The Board shall accept a combination of forms of documentation from persons attempting to demonstrate a student's eligibility for enrollment in the district in accordance with the provisions of N.J.A.C. 6A:22-3.4 and Regulation 5111.13 – Section E.

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

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

Registration and procedures for initial determinations of eligibility will be in accordance with N.J.A.C. 6A:22-4.1 and Regulation 5111.13 – Section F.

Initial eligibility determinations shall be made upon presentation of an enrollment application, and enrollment shall take place immediately except in cases of clear, uncontested denials. Enrollment shall take place immediately when an applicant has provided incomplete, unclear, or questionable information, but the applicant shall be notified that the student will be removed from the district if defects in the application are not corrected, or an appeal is not filed, in accordance with subsequent notice to be provided pursuant to N.J.A.C. 6A:22-4.2 and Regulation 5111.13 – Section F.

When a student appears ineligible based on the information provided in the initial application, the district shall issue a preliminary written notice of ineligibility, including an explanation of the right to appeal to the Commissioner of Education in accordance with N.J.A.C. 6A:22-4.1(c)2. and Regulation 5111.13 – Section F.

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When enrollment is denied and no intent to appeal is indicated, applicants shall be advised they shall comply with compulsory education laws in accordance with N.J.A.C. 6A:22-4.1(d) and Regulation 5111.13 – Section F.

Enrollment or attendance at the school shall not be conditioned or denied pursuant to N.J.A.C. 6A:22-4.1(e) through (i) and Regulation 5111.13 – Section F.

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

When a student is found ineligible to attend the district pursuant to N.J.A.C. 6A:22 or the student's initial application is found to be deficient upon subsequent review or investigation, the district immediately shall provide to the applicant notice that is consistent with Commissioner-provided sample form(s) and meets requirements of N.J.A.C. 6A:22-4.2 and Regulation 5111.13 – Section G.

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

Nothing in N.J.A.C. 6A:22-4, this Policy, and Regulation 5111.13 shall preclude the Board from identifying through further investigation or periodic requests for revalidation of eligibility, students enrolled in the district who may be ineligible for continued attendance due to error in initial assessment, changed circumstances, or newly discovered information pursuant to N.J.A.C. 6A:22-4.3 and Regulation 5111.13 – Section H.

When a student who is enrolled and attending school based on an initial eligibility determination is later determined to be ineligible for continued attendance, the Superintendent may apply to the Board for the student's removal in accordance with the provisions of N.J.A.C. 6A:22-4.3 and Regulation 5111.13 – Section H.

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

An applicant may appeal to the Commissioner of Education the district's determination that a student is ineligible to attend its schools in accordance with N.J.A.C. 6A:22-5.1 and Regulation 5111.13 – Section I.

Assessment and Calculation of Tuition – N.J.A.C. 6A:22-6

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If no appeal to the Commissioner is filed by the parent, adult student, or district resident keeping an affidavit student following notice of an ineligibility determination, the Board may assess tuition for up to one year of a student's ineligible attendance, including the twenty-one day period provided by N.J.S.A. 18A:38-1. for appeal to the Commissioner in accordance with N.J.A.C. 6A:22-6.1 and Regulation 5111.13 – Section J. Tuition will be assessed and calculated in accordance with N.J.A.C. 6A:22-6.3 and Regulation 5111.13 – Section J.

If an appeal to the Commissioner is filed by the parent, adult student, or district resident keeping an affidavit student and the petitioner does not sustain the burden of demonstrating the student's right to attend the district, or the petitioner withdraws the appeal, fails to prosecute, or abandons the appeal by any means other than settlement agreeing to waive or reduce tuition, the Commissioner may assess tuition in accordance with the provisions of N.J.A.C. 6A:22-6.2(a) and Regulation 5111.13 – Section J. Upon the Commissioner's finding that an appeal has been abandoned, the Board may remove the student from school and seek tuition in accordance with N.J.A.C. 6A:22-6.2(a)1. and Regulation 5111.13 – Section J.

All rules and procedures regarding the district's participation in the Interdistrict Public School Choice program are addressed in Policy and Regulation 5117.

F-1 Visa Students

The district is not required to, but may permit the attendance of F-1 Visa students into the district only with the payment of full tuition and a signed tuition contract. The district may require advance payment of full tuition before providing the requested I-20 Form, in accordance with the provisions of Federal regulation 8 CFR 214.3. A F-1 Visa is granted to a foreign student through an application process that must include, but is not limited to, signed approval by the receiving district exhibiting the receiving district will accept the foreign student for enrollment and the foreign student's proof of financial means to pay the full tuition to the receiving district for the academic year. The host family must be domiciled in the district and shall submit a request to the Superintendent of Schools with supporting documentation as determined by the Superintendent or designee. A student with a F-1 Visa must be approved by the Board for attendance in the district. The student's continued attendance in the district shall be conditioned on a satisfactory attendance and disciplinary record.

J-1 Visa Students

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The district is not required to, but may permit the attendance of J-1 Visa students into the district. The host family must be domiciled in the district and shall submit a request to the Superintendent of Schools with supporting documentation as determined by the Superintendent or designee. A student with a J-1 Visa must be approved by the Board for attendance in the district and shall not pay tuition. The student's continued attendance in the district shall be conditioned on a satisfactory attendance and disciplinary record.

N.J.S.A. 18A:7B-12.; 18A:38-1.; 18A:38-1.1.; 18A:38-1.3.;
18A:38-3.; 18A:38-3.1.;
N.J.A.C. 6A:14-3.3; 6A:17-2.1 et seq.; 6A:22-1.1 et seq.
8 CFR 214.3

Adopted: TBD

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REGULATION

SECTION: STUDENTS
#: R 5111.13
ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS – CHOICE SCHOOL DISTRICT (M)

R 5111.13 ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS – CHOICE SCHOOL DISTRICT (M)

A. Definitions – N.J.A.C. 6A:22-1.2

1. "Affidavit student" means a student attending, or seeking to attend, school in a district pursuant to N.J.S.A. 18A:38-1.b. and N.J.A.C. 6A:22-3.2(a).

2. "Appeal" means contested case proceedings before the Commissioner of Education pursuant to N.J.A.C. 6A:3, Controversies and Disputes.

3. "Applicant" means a parent, guardian, or a resident supporting an affidavit student who seeks to enroll a student in a school district; or an unaccompanied homeless youth or adult student who seeks to enroll in a school district.

4. "Commissioner" means the Commissioner of Education or their designee.

5. "Guardian" means a person to whom a court of competent jurisdiction has awarded guardianship or custody of a child, provided that a residential custody order shall entitle a child to attend school in the residential custodian's school district unless it can be proven that the child does not actually live with the custodian. "Guardian" also means the Department of Children and Families for purposes of N.J.S.A. 18A:38-1.e.

B. Students Domiciled in the District – N.J.A.C. 6A:22-3.1

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

a. A student is domiciled in the school district when the student is the child of a parent or guardian whose domicile is located within the school district.

(1) When a student's parents or guardians are domiciled within different school districts and there is no court order or written agreement

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between the parents designating the school district of attendance, the student's domicile is the school district of the parent or guardian with whom the student lives for the majority of the school year. N.J.A.C. 6A:22-3.1(a)1. and B.1.a. above shall apply regardless of which parent has legal custody.

(2) When a student's physical custody is shared on an equal-time, alternating week/month, or other similar basis so the student is not living with one parent or guardian for a majority of the school year and there is no court order or written agreement between the parents designating the school district of attendance, the student's domicile is the present domicile of the parent or guardian with whom the student resided on the last school day prior to October 16 preceding the application date.

(a) When a student resided with both parents or guardians, or with neither parent or guardian, on the last school day prior to the preceding October 16, the student's domicile is the domicile of the parent or guardian with whom the parents or guardians indicate the student will be residing on the last school day prior to the ensuing October 16. When the parents or guardians do not designate or cannot agree upon the student's likely residence as of that date, or if on that date the student is not residing with the parent or guardian previously indicated, the student shall attend school in the school district of domicile of the parent or guardian with whom the student actually lives as of the last school day prior to October 16.

(b) When the domicile of a student with disabilities as defined in N.J.A.C. 6A:14 cannot be determined pursuant to N.J.A.C. 6A:22-3.1, nothing shall preclude an equitable determination of shared responsibility for the cost of such student's out-of-district placement.

(3) When a student is living with a person other than a parent or guardian, nothing in N.J.A.C. 6A:22-3.1 is intended to limit the student's right to

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attend school in the parent or guardian's school district of domicile pursuant to the provisions of N.J.A.C. 6A:22, Policy 5111.13, and this Regulation.

(4) No school district shall be required to provide transportation for a student residing outside the school district for all or part of the school year unless transportation is based upon the home of the parent or guardian domiciled within the school district or otherwise required by law.

b. A student is domiciled in the school district when the student has reached the age of eighteen or is emancipated from the care and custody of a parent or guardian and has established a domicile within the school district.

c. A student is domiciled in the school district when the student has come from outside the State and is living with a person domiciled in the school district who will be applying for guardianship of the student upon expiration of the six-month "waiting period" of State residency required pursuant to N.J.S.A. 2A:34-54. ("home state" definition) and 2A:34-65.a.(1). However, a student may later be subject to removal proceedings if application for guardianship is not made within a reasonable period of time following expiration of the mandatory waiting period or if guardianship is applied for and denied.

d. A student is domiciled in the school district when the student's parent or guardian resides within the school district on an all-year-round basis for one year or more, notwithstanding the existence of a domicile elsewhere.

e. A student is domiciled in the school district if the Department of Children and Families is acting as the student's guardian and has placed the student in the school district.

2. When a student's dwelling is located within two or more school districts, or bears a mailing address that does not reflect the dwelling's physical location within a municipality, the school district of domicile for school attendance purposes shall be the municipality to which the majority of the dwelling's or unit's property tax is paid.

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a. **When property tax is paid in equal amounts to two or more municipalities and there is no established assignment for students residing in the affected dwellings, the school district of domicile for school attendance purposes shall be determined through assessment of individual proofs of eligibility provided pursuant to N.J.A.C. 6A:22-3.4 and E. below.**

b. **N.J.A.C. 6A:22-3.1(b) and B.2. above shall not preclude the attendance of currently enrolled students who were permitted to attend the school district prior to December 17, 2001.**

3. **When a student's parent or guardian elects to exercise such entitlement, nothing in N.J.A.C. 6A:22-3.1 shall exclude a student's right to attend the school district of domicile although the student is qualified to attend a different school district pursuant to N.J.S.A. 18A:38-1.b. or the temporary residency (less than one year) provision of N.J.S.A. 18A:38-1.d.**

4. **Notwithstanding the provisions of N.J.S.A. 18A:38-1. or any other section of law to the contrary, a child who is domiciled within the school district and resides with a parent or guardian who is a member of the New Jersey National Guard or a member of the reserve component of the armed forces of the United States who is ordered into active military service in any of the armed forces of the United States in a time of war or national emergency, shall be permitted to remain enrolled in the school district in which the child is domiciled at the time of the parent or guardian being ordered into active military service, regardless of where the child resides during the period of active duty. The school district shall not be responsible for providing transportation for the child if the child lives outside of the district. Following the return of the child's parent or guardian from active military service, the child's eligibility to remain enrolled in the school district pursuant to N.J.S.A. 18A:38-3.1. shall cease at the end of the current school year unless the child is domiciled in the school district.**

C. **Other Students Eligible to Attend School – N.J.A.C. 6A:22-3.2**

1. **A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1., or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-1.b. if that student is kept in the home of a person other than the student's**

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parent or guardian, and the person is domiciled in the school district and is supporting the student without remuneration as if the student were their own child.

a. A student is not eligible to attend this school district pursuant to N.J.A.C. 6A:22-3.2(a) and C.1. above unless:

(1) The student's parent or guardian has filed, together with documentation to support its validity, a sworn statement that the parent or guardian is not capable of supporting or providing care for the student due to family or economic hardship and that the student is not residing with the other person solely for the purpose of receiving a free public education; and

(2) The person keeping the student has filed, if so required by the Board of Education:

(a) A sworn statement that the person is domiciled within the school district, is supporting the child without remuneration and intends to do so for a longer time than the school term, and will assume all personal obligations for the student pertaining to school requirements; and

(b) A copy of their lease if a tenant, a sworn landlord's statement if residing as a tenant without a written lease, or a mortgage or tax bill if an owner.

b. A student shall not be deemed ineligible under N.J.A.C. 6A:22-3.2 because required sworn statement(s) cannot be obtained when evidence is presented that the underlying requirements of the law are being met, notwithstanding the inability of the resident or student to obtain the sworn statement(s).

c. A student shall not be deemed ineligible under N.J.A.C. 6A:22-3.2 when evidence is presented that the student has no home or possibility of school attendance other than with a school district resident who is not the student's parent or guardian, but is acting as the sole caretaker and supporter of the student.

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d. **A student shall not be deemed ineligible under N.J.A.C. 6A:22-3.2 solely because a parent or guardian gives occasional gifts or makes limited contributions, financial or otherwise, toward the student's welfare provided the resident keeping the student receives from the parent or guardian no payment or other remuneration for regular maintenance of the student.**

e. **Pursuant to N.J.S.A. 18A:38-1.c., any person who fraudulently allows a child of another person to use their residence and is not the primary financial supporter of that child and any person who fraudulently claims to have given up custody of their child to a person in another school district commits a disorderly persons offense.**

2. **A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1., or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-1.b. if the student is kept in the home of a person domiciled in the school district, who is not the parent or guardian and the parent or guardian is a member of the New Jersey National Guard or the reserve component of the United States armed forces and has been ordered into active military service in the United States armed forces in time of war or national emergency.**

a. **Eligibility under N.J.A.C. 6A:22-3.2(b) and C.2. above shall cease at the end of the school year during which the parent or guardian returns from active military duty.**

3. **A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1., or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-1.d. if the student's parent or guardian temporarily resides within the school district and elects to have the student attend the school district of temporary residence, notwithstanding the existence of a domicile elsewhere.**

a. **When required by the Board, the parent or guardian shall demonstrate the temporary residence is not solely for purposes of the student attending the school district of temporary residence;**

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b. When one of a student's parents or guardians temporarily resides in a school district while the other is domiciled or temporarily resides elsewhere, eligibility to attend school shall be determined in accordance with N.J.A.C. 6A:22-3.1(a)1.i. However, no student shall be eligible to attend school based upon a parent or guardian's temporary residence in a school district unless the parent or guardian demonstrates, if required by the Board, the temporary residence is not solely for purposes of a student's attending the school district.

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

5. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1., or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-2. if the student is placed by court order or by a society, agency, or institution in the home of a school district resident pursuant to N.J.S.A. 18A:38-2. As used in this section, "court order" shall not encompass orders of residential custody under which claims of entitlement to attend a school district are governed by provisions of N.J.S.A. 18A:38-1. and the applicable standards set forth in N.J.A.C. 6A:22.

6. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1., or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend school in this school district pursuant to N.J.S.A. 18A:38-3.b. if the student previously resided in the school district and if the parent or guardian is a member of the New Jersey National Guard or the United States reserves and has been ordered to active service in time of war or national emergency, resulting in the relocation of the student out of the school district. A school district admitting a student pursuant to N.J.S.A. 18A:38-3.b. shall not be obligated for transportation costs.

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7. A student over five and under twenty years of age pursuant to N.J.S.A. 18A:38-1., or such younger or older student as is otherwise entitled by law to a free public education, is eligible to attend the school district pursuant to N.J.S.A. 18A:38-7.7 et seq. if the student resides on Federal property within the State.

8. In accordance with N.J.S.A. 18A:38-1.1., a student who is not considered homeless under N.J.S.A. 18A:7B-12. and who moves to a new school district during the academic year as a result of a family crisis shall be permitted to remain enrolled in the original school district of residence for the remainder of the school year without the payment of tuition. A student attending an academic program during the summer, who is otherwise eligible except for the timing of the move, shall be permitted to remain in the school district for the remainder of the summer program if it is considered an extension of the preceding academic year.

a. For purpose of N.J.A.C. 6A:22-3.2(h), Policy 5111.13, and this Regulation, "family crisis" shall include, but not be limited to:

(1) An instance of abuse such as domestic violence or sexual abuse;

(2) A disruption to the family unit caused by death of a parent or guardian; or

(3) An unplanned displacement from the original residence such as fire, flood, hurricane, or other circumstances that render the residence uninhabitable.

b. Upon notification of the move by the parent or guardian, the original school district of residence shall allow the student to continue attendance and shall provide transportation services to and from the student's new domicile in accordance with N.J.S.A. 18A:39-1. The original school district of residence may request from the parent or guardian and may review supporting documentation about the reason(s) for the move; however, any such review shall not interrupt the student's continued enrollment in the school district and in the current school of attendance with the provision of transportation.

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(1) Examples of documentation include, but are not limited to, newspaper articles, insurance claims, police or fire reports, notes from health professionals, custody agreements, or any other legal document.

c. If the parent or guardian or the relevant documentation indicates the child is homeless pursuant to N.J.S.A. 18A:7B-12., the school district liaison shall assume the coordination of enrollment procedures pursuant to N.J.A.C. 6A:17-2.5 and the student shall not be eligible for enrollment under N.J.S.A. 18A:38-1.1.

d. If the original school district of residence determines the situation does not meet the family crisis criteria outlined in C.8.a. above, the Superintendent or designee shall notify the parent or guardian in writing. The notification shall inform the parent or guardian of their right to appeal the decision within twenty-one calendar days of the parent's or guardian's receipt of the notification, and shall state that if such appeal is denied, the parent or guardian may be assessed the costs for transportation provided to the new residence during the period of ineligible attendance. It shall also state whether the parent or guardian is required to withdraw the student by the end of the twenty-one day appeal period in the absence of an appeal.

(1) The parent or guardian may appeal by submitting the request in writing with supporting documentation to the Executive County Superintendent of the county in which the original school district of residence is situated.

(2) Within thirty calendar days of receiving the request and documentation, the Executive County Superintendent shall issue a determination whether the situation meets the family crisis criteria at C.8.a. above. The original school district of residence shall continue to enroll the student and provide transportation to the current school of attendance in accordance with N.J.S.A. 18A:39-1. until the determination is issued.

(3) If the Executive County Superintendent determines the situation does not constitute a family crisis, the school district may submit to the

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Executive County Superintendent for approval the cost of transportation to the ineligible student's new domicile. The Executive County Superintendent shall certify the transportation costs to be assessed to the parent or guardian for the period of ineligible attendance.

e. When the original school district of residence determines the situation constitutes a family crisis pursuant to N.J.S.A. 18A:38-1.1., the Superintendent or designee shall immediately notify the parent or guardian in writing.

(1) When the original school district of residence anticipates the need to apply for reimbursement of transportation costs, it shall send to the Executive County Superintendent a request and documentation of the family crisis for confirmation the situation meets the criteria at C.8.a. above.

(2) Within thirty days of receiving the school district's request and documentation, the Executive County Superintendent shall issue a determination of whether the situation meets the criteria for a family crisis. The original school district of residence shall continue to enroll the student and provide transportation to the current school of attendance in accordance with N.J.S.A. 18A:39-1. until the determination is issued, and shall not be reimbursed for additional transportation costs unless the Executive County Superintendent determines the situation is a family crisis or as directed by the Commissioner upon appeal.

f. In providing transportation to students under N.J.S.A. 18A:38-1.1., the Board shall use the most efficient and cost-effective means available and in conformance with all laws governing student transportation.

g. At the conclusion of the fiscal year in which the Executive County Superintendent has determined the situation constitutes a family crisis, the original school district of residence may apply to the Executive County Superintendent for a reimbursement of eligible costs for transportation services.

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(1) Eligible costs shall include transportation for students who are required to be transported pursuant to N.J.S.A. 18A:39-1.

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

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

h. Nothing in N.J.A.C. 6A:22-3.2 shall prevent a parent or school district from appealing the Executive County Superintendent's decision(s) to the Commissioner in accordance with N.J.A.C. 6A:3-1.3. If the Commissioner of Education determines the situation is not a family crisis,

their decision shall state which of the following shall pay the transportation costs incurred during the appeal process: the State, school district, or parent.

D. Housing and Immigration Status – N.J.A.C. 6A:22-3.3

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

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

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

3. F-1 Visa Students

The school district is not required to, but may permit the attendance of F-1 Visa students into the school district only with the payment of full tuition and a signed tuition contract. The district may require advance payment of full tuition before providing the requested I-20 Form, in accordance with the provisions of Federal regulation 8 CFR 214.3. A F-1 Visa is granted to a foreign student through an application process that must include, but is not limited to, signed approval by the receiving school district exhibiting the receiving school district will accept the foreign student for enrollment and the foreign student's proof of financial means to pay the full tuition to the receiving school district for the academic year. The host family must be domiciled in the school district and shall submit a request to the Superintendent of Schools with documentation as determined by the Superintendent or designee. A student with a F-1 Visa must be approved by the Board for attendance in the school district. The student's continued attendance in the school district shall be conditioned on a satisfactory attendance and disciplinary record.

4. J-1 Visa Students

The school district is not required to, but may permit the attendance of J-1 Visa students into the school district. The host family must be domiciled in the school district and shall submit a request to the Superintendent of Schools with documentation as determined by the Superintendent or designee. A student with a J-1 Visa must be approved by the Board for attendance in the school district and shall not pay tuition. The student's continued attendance in the school district shall be conditioned on a satisfactory attendance and disciplinary record.

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

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SECTION: STUDENTS
#: R 5111.13
ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS – CHOICE SCHOOL DISTRICT (M)

1. **The Board of Education shall accept a combination of any of the following or similar forms of documentation from persons attempting to demonstrate a student's eligibility for enrollment in the school district:**

   a. **Property tax bills; deeds; contracts of sale; leases; mortgages; signed letters from landlords; and other evidence of property ownership, tenancy, or residency;**

   b. **Voter registrations; licenses; permits; financial account information; utility bills; delivery receipts; and other evidence of personal attachment to a particular location;**

   c. **Court orders; State agency agreements; and other evidence of court or agency placements or directives;**

   d. **Receipts; bills; cancelled checks; insurance claims or payments; and other evidence of expenditures demonstrating personal attachment to a particular location, or to support the student;**

   e. **Medical reports; counselor or social worker assessments; employment documents; unemployment claims; benefit statements; and other evidence of circumstances demonstrating family or economic hardship, or temporary residency;**

   f. **Affidavits, certifications and sworn attestations pertaining to statutory criteria for school attendance, from the parent, guardian, person keeping an affidavit student, adult student, person(s) with whom a family is living, or others, as appropriate;**

   g. **Documents pertaining to military status and assignment; and**

   h. **Any other business record or document issued by a governmental entity.**

2. **The Board may accept forms of documentation not listed in N.J.A.C. 6A:22-3.4(a) and E.1. above, and shall not exclude from consideration any documentation or information presented by an applicant.**

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3. The Board shall consider the totality of information and documentation offered by an applicant, and shall not deny enrollment based on failure to provide a particular form or subset of documents without regard to other evidence presented.

4. The Board shall not condition enrollment on the receipt of information or documents protected from disclosure by law, or pertaining to criteria that are not a legitimate basis for determining eligibility to attend school. They include, but are not limited to:

a. Income tax returns;

b. Documentation or information relating to citizenship or immigration/visa status, except as set forth in N.J.A.C. 6A:22-3.3(b) and D.2. above;

c. Documentation or information relating to compliance with local housing ordinances or conditions of tenancy; and

d. Social security numbers.

5. The Board may consider, in a manner consistent with Federal law, documents or information referenced in N.J.A.C. 6A:22-3.4(d) and E.4. above, or pertinent parts thereof if voluntarily disclosed by the applicant. However, the Board may not, directly or indirectly, require or request such disclosure as an actual or implied condition of enrollment.

6. In the case of a dispute between the school district and the parents of a student in regard to a student's eligibility to enroll in the school district or to remain enrolled in the school district pursuant to the provisions of N.J.S.A. 18A:38-1., the school district may request from the New Jersey Motor Vehicle Commission (NJMVC) the parent or guardian's name and address for use in verifying a student's eligibility for enrollment in the school district. The NJMVC shall disclose to a school district the information requested in accordance with procedures established by the NJMVC. However, the school district shall not condition enrollment in the district on immigration status or on the fact that the NJMVC does not have the name or address of the parent on file.

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

1. The Board of Education shall use Commissioner-provided registration forms pursuant to N.J.A.C. 6A:22-4.1(a), or locally developed forms that:

a. Are consistent with the Commissioner-provided forms;

b. Do not seek information prohibited by N.J.A.C. 6A:22-4 or any other provision of statute or rule;

c. Summarize, for the applicant's reference, the criteria for attendance set forth in N.J.S.A. 18A:38-1., and specify the nature and form of any sworn statement(s) to be filed;

d. Clearly state the purpose for which the requested information is being sought in relation to the criteria; and

e. Notify applicants that an initial eligibility determination is subject to a more thorough review and evaluation, and that an assessment of tuition is possible if an initially admitted applicant is later found ineligible.

2. The Board shall make available sufficient numbers of registration forms and trained registration staff to ensure prompt eligibility determinations and enrollment. Enrollment applications may be taken by appointment, but appointments shall be promptly scheduled and shall not unduly defer a student's attendance at school.

a. If the school district uses separate forms for affidavit student applications rather than a single application form for all types of enrollment, affidavit student forms shall comply in all respects with N.J.A.C. 6A:22-4.1(a) and G.1. above. When affidavit student forms are used, the school district shall provide them to any person attempting to register a student of whom they are not the parent or guardian, even if not specifically requested.

(1) The Board or its agents shall not demand or suggest that guardianship or custody must be obtained before enrollment will be considered for a

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student living with a person other than the parent or guardian since such student may qualify as an affidavit student.

(2) The Board or its agents shall not demand or suggest that an applicant seeking to enroll a student of whom the applicant has guardianship or custody produce affidavit student proofs.

b. A district-level administrator designated by the Superintendent shall be clearly identified to applicants and available to assist persons who experience difficulties with the enrollment process.

3. Initial eligibility determinations shall be made upon presentation of an enrollment application, and enrollment shall take place immediately except in cases of clear, uncontested denials.

a. Enrollment shall take place immediately when an applicant has provided incomplete, unclear, or questionable information, but the applicant shall be notified that the student will be removed from the school district if defects in the application are not corrected, or an appeal is not filed, in accordance with subsequent notice to be provided pursuant to N.J.A.C. 6A:22-4.2 and G. below.

b. When a student appears ineligible based on information provided in the initial application, the school district shall issue a preliminary written notice of ineligibility, including an explanation of the right to appeal to the Commissioner of Education. Enrollment shall take place immediately if the applicant clearly indicates disagreement with the school district's determination and intent to appeal to the Commissioner.

(1) An applicant whose student is enrolled pursuant to N.J.A.C. 6A:22-4.1(c)2.i. and F.3.b. above shall be notified that the student will be removed without a hearing before the Board if no appeal is filed within the twenty-one day period established by N.J.S.A. 18A:38-1.

4. When enrollment is denied and no intent to appeal is indicated, applicants shall be advised they shall comply with compulsory education laws. When the student is between the ages of six and sixteen, applicants also shall be asked to complete a

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

5. Enrollment or attendance in the school district shall not be conditioned on advance payment of tuition in whole or part when enrollment is denied and an intent to appeal is indicated, or when enrollment is provisional and subject to further review or information.

6. The Board shall ensure the registration process identifies information suggesting an applicant may be homeless so procedures may be implemented in accordance with N.J.A.C. 6A:17-2 – Education of Homeless Children.

7. Enrollment or attendance in the school district shall not be denied based upon absence of a certified copy of the student's birth certificate or other proof of their identity as required within thirty days of initial enrollment, pursuant to N.J.S.A. 18A:36-25.1.

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

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

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placement may be subject to revision upon the school district's receipt of records or further assessment of the student.

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

1. When a student is found ineligible to attend the school district pursuant to N.J.A.C. 6A:22, Policy 5111.13, and this Regulation or the student's initial application is found to be deficient upon subsequent review or investigation, the school district shall immediately provide notice to the applicant that is consistent with Commissioner-provided sample form(s) and meets the requirements of N.J.A.C. 6A:22-4.2 and F. above and H. below.

a. Notices shall be in writing; in English and in the native language of the applicant; issued by the Superintendent; and directed to the address at which the applicant claims to reside.

2. Notices of ineligibility shall include:

a. In cases of denial, a clear description of the specific basis on which the determination of ineligibility was made:

(1) The description shall be sufficient to allow the applicant to understand the basis for the decision and determine whether to appeal; and

(2) The description shall identify the specific subsection of N.J.S.A. 18A:38-1. under which the application was decided.

b. In cases of provisional eligibility, a clear description of the missing documents or information that still must be provided before a final eligibility status can be attained under the applicable provision of N.J.S.A. 18A:38-1.;

c. A clear statement of the applicant's right to appeal to the Commissioner of Education within twenty-one days of the notice date, along with an informational document provided by the Commissioner describing how to file an appeal;

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d. **A clear statement of the student's right to attend school for the twenty-one day period during which an appeal can be made to the Commissioner. It also shall state the student will not be permitted to attend school beyond the twenty-first day following the notice date if missing information is not provided or an appeal is not filed;**

e. **A clear statement of the student's right to continue attending school while an appeal to the Commissioner is pending;**

f. **A clear statement that, if an appeal is filed with the Commissioner and the applicant does not sustain the burden of demonstrating the student's right to attend the school district, or the applicant withdraws the appeal, fails to prosecute or abandons the appeal by any means other than settlement, the applicant may be assessed, by order of the Commissioner enforceable in Superior Court, tuition for any period of ineligible attendance, including the initial twenty-one day period and the period during which the appeal was pending before the Commissioner;**

g. **A clear statement of the approximate rate of tuition, pursuant to N.J.A.C. 6A:22-6.3, J.2. and J.3. below, that an applicant may be assessed for the year at issue if the applicant does not prevail on appeal, or elects not to appeal:**

(1) **If removal is based on the student's move from the school district, the notice of ineligibility shall also provide information as to whether district Policy permits continued attendance, with or without tuition, for students who move from the school district during the school year.**

h. **The name of a contact person in the school district who can assist in explaining the notice's contents; and**

i. **When no appeal is filed, notice that the parent or guardian shall still comply with compulsory education laws. In the absence of a written statement from the parent or guardian that the student will be attending school in another school district or non-public school, or receiving instruction elsewhere than at a school, school district staff shall notify the school district of actual domicile/residence, or the Department of Children and Families, of a potential**

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

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

1. Nothing in N.J.A.C. 6A:22-4, Policy 5111.13, and this Regulation shall preclude the Board of Education from identifying through further investigation or periodic requests for revalidation of eligibility, students enrolled in the school district who may be ineligible for continued attendance due to error in initial assessment, changed circumstances, or newly discovered information.

2. When a student who is enrolled and attending school based on an initial eligibility determination is later determined to be ineligible for continued attendance, the Superintendent may apply to the Board for the student's removal.

a. The Superintendent shall issue a preliminary notice of ineligibility meeting the requirements of N.J.A.C. 6A:22-4.2 and G. above. However, the notice shall also provide for a hearing before the Board prior to a final decision on removal.

3. No student shall be removed from school unless the parent, guardian, adult student, or resident keeping an affidavit student, has been informed of their entitlement to a hearing before the Board.

4. Once the hearing is held, or if the parent, guardian, adult student, or resident keeping an affidavit student, does not respond within the designated time frame to the Superintendent's notice or appear for the hearing, the Board shall make a prompt determination of the student's eligibility and shall immediately provide notice in accordance with N.J.A.C. 6A:22-4.2 and G. above.

5. Hearings required pursuant to N.J.A.C. 6A:22-4.3 may be conducted by the full Board or a Board committee, at the discretion of the full Board. If the hearing is

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conducted by a Board Committee, the Committee shall make a recommendation to the full Board for action. However, no student shall be removed except by vote of the Board taken at a meeting duly convened and conducted pursuant to N.J.S.A. 10:4-6 et seq., the Open Public Meetings Act.

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

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

a. Pursuant to N.J.S.A. 18A:38-1.b.(1), appeals of affidavit student ineligibility determinations shall be filed by the resident keeping the student.

J. Assessment and Calculation of Tuition – N.J.A.C. 6A:22-6

1. If no appeal to the Commissioner is filed by the parent, guardian, adult student, or school district resident keeping an affidavit student following notice of an ineligibility determination, the Board of Education may assess tuition for up to one year of a student's ineligible attendance, including the twenty-one day period provided by N.J.S.A. 18A:38-1. for appeal to the Commissioner.

a. If the responsible party does not pay the tuition assessment, the Board may petition the Commissioner pursuant to N.J.A.C. 6A:3 for an order assessing tuition, enforceable in accordance with N.J.S.A. 2A:58-10. through recording, upon request of the Board pursuant to N.J.A.C. 6A:3-12, on the judgment docket of the Superior Court, Law Division.

2. If an appeal to the Commissioner is filed by the parent, guardian, adult student, or school district resident keeping an affidavit student and the petitioner does not sustain the burden of demonstrating the student's right to attend the school district, or the petitioner withdraws the appeal, fails to prosecute, or abandons the appeal by any means other than settlement agreeing to waive or reduce tuition, the Commissioner may assess tuition for the period during which the hearing and decision on appeal were pending, and for up to one year of a student's ineligible attendance in a school

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district prior to the appeal's filing and including the twenty-one day period to file an appeal.

a. Upon the Commissioner's finding that an appeal has been abandoned, the Board may remove the student from school and seek tuition for up to one year of ineligible attendance pursuant to N.J.A.C. 6A:22-6.1(a) and J.1. above plus the period of ineligible attendance after the appeal was filed. If the record of the appeal includes a calculation reflecting the tuition rate(s) for the year(s) at issue, the per diem tuition rate for the current year and the date on which the student's ineligible attendance began, the Commissioner may order payment of tuition as part of their decision. In doing so, the Commissioner shall consider whether the ineligible attendance was due to the school district's error. If the record does not include such a calculation and the Board has filed a counterclaim for tuition, the counterclaim shall proceed to a hearing notwithstanding that the petition has been abandoned.

b. An order of the Commissioner assessing tuition is enforceable through recording, upon request of the Board pursuant to N.J.A.C. 6A:3-12, on the judgment docket of the Superior Court, Law Division, in accordance with N.J.S.A. 2A:58-10.

3. Tuition assessed pursuant to the provisions of N.J.A.C. 6A:22-6 shall be calculated on a per-student basis for the period of a student's ineligible enrollment, up to one year, by applicable grade/program category and consistent with the provisions of N.J.A.C. 6A:23A-17.1. The individual student's record of daily attendance shall not affect the calculation.

4. Nothing in N.J.A.C. 6A:22, Policy 5111.13, and this Regulation shall preclude an equitable determination by the Board or the Commissioner that tuition shall not be assessed for all or part of any period of a student's ineligible attendance in the school district when the particular circumstances of a matter so warrant. In making the determination, the Board or Commissioner shall consider whether the ineligible attendance was due to the school district's error.

Adopted: TBD

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POLICY

5460 HIGH SCHOOL GRADUATION (M)

For a State-endorsed diploma, the Board of Education shall develop, adopt, and implement local graduation requirements that prepare students for success in postsecondary degree programs, careers, and civic life, that are delivered by educators who are appropriately certified within each of the New Jersey Student Learning Standards (NJSLS) content areas, and that include the requirements outlined in N.J.A.C. 6A:8-5.1.

~~The Board of Education will recognize the successful completion of the secondary school instructional program by the award of a State-endorsed diploma certifying the student has met all State and local requirements for high school graduation in accordance with N.J.A.C. 6A:8-5.1 et seq. The Board will annually certify to the Executive County Superintendent each student who has been awarded a diploma and has met the requirements for graduation.~~

The words and terms used in this Policy shall have the meanings as defined in N.J.A.C. 6A:8-1.3.

As defined in N.J.A.C. 6A:8-1.3, "credit" means the award for the equivalent of a class period of instruction, which meets for a minimum of forty minutes, one time per week during the school year or as approved through N.J.A.C. 6A:8-5.1(a)2**.** and A.**2**~~1~~.~~b.~~ below.

A. High School Graduation Requirements ~~– N.J.A.C. 6A:8-5.1~~

1. **Participation in a local program of study of not fewer than 120 credits in courses designed to meet all of the NJSLS, including, but not limited to,** ~~For a State-endorsed diploma, the Board of Education shall develop, adopt, and implement graduation requirements that prepare students for success in post-secondary degree programs, careers, and civic life in the 21st century, and that include~~ the following **credits**:

   ~~a. A graduating student must have earned a minimum of _____ **(four-year high school: no fewer than 120)** credits in courses designed to meet all of the New Jersey Student Learning Standards (NJSLS), including, but not limited to, the following credits:~~

   a.~~(1)~~ At least twenty credits in English language arts **(ELA),** aligned to grade nine through twelve standards;

   b.~~(2)~~ At least fifteen credits in mathematics, including **a**~~A~~lgebra I or the content equivalent; geometry or the content equivalent; and a third year of mathematics that

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builds on the concepts and skills of algebra and geometry and that prepares students for college and ~~21st century~~ careers;

c.~~(3)~~ At least fifteen credits in **evidence-based** science **courses that develop proficiency with the full range of grades nine through twelve NJSLS for science**, ~~including at least five credits in laboratory biology/life science or the content equivalent; one additional laboratory/inquiry-based science course,~~ which shall include **the disciplines of physical science; life science; earth and space sciences; and engineering, technology, and applications of science** ~~chemistry, environmental science, or physics; and one additional laboratory/inquiry-based science course~~;

d.~~(4)~~ At least fifteen credits in social studies, including satisfaction of N.J.S.A. 18A:35-1**.** and **18A:35-**2.; five credits in world history; and the integration of civics, economics, geography, and global content in all course offerings;

e.~~(5)~~ At least two and one-half credits in financial, economic, business, and entrepreneurial literacy;

f.~~(6)~~ At least three and three-quarters credits in health, safety, and physical education during each year of enrollment, distributed as one hundred fifty minutes per week, **pursuant to** ~~as required by~~ N.J.S.A. 18A:35-5., **18A:35-**7., and **18A:35-**8.;

g.~~(7)~~ At least five credits in visual and performing arts;

h.~~(8)~~ At least five credits in world languages or student demonstration of proficiency as set forth **at** ~~in~~ N.J.A.C. 6A:8-5.1(a)2**.v.**~~ii~~(2) and A.**2.e.**~~1.b.~~(2)~~(b)~~ below;

i.~~(9)~~ Technological literacy, consistent with the NJSLS, integrated throughout the curriculum;

j.~~(10)~~ At least five credits in **career readiness or career and technical** ~~21st century life and careers, or career-technical~~ education; and

k.~~(11)~~ Electives as determined by the high school program sufficient to total a minimum of at least one hundred forty credits.

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2~~b~~. The 120-credit requirement set forth in N.J.A.C. 6A:8-5.1(a)1. and in A.1.~~a.~~ above may be met ~~in whole or in part~~ through program completion of a range of experiences that enable students to pursue a variety of individualized **student** learning opportunities, as follows:

a.~~(1)~~ The **Board may** ~~district shall~~ establish **general policies and procedures for the implementation of** ~~a process to approve~~ individualized student learning opportunities that meet ~~or exceed~~ the NJSLS**, as well as any performance or competency assessment that will be used to determine student completion of programs**.

~~(a) Individualized student learning opportunities based upon specific instructional objectives aimed at meeting the NJSLS and intendent to supplant NJSLS-based courses shall in all NJSLS areas include, but are not limited to, the following:~~

~~(i) Independent study;~~

~~(ii) Online learning;~~

~~(iii) Study abroad programs;~~

~~(iv) Student exchange programs; and~~

~~(v) Structured learning experiences, including, but not limited to, work-based programs, internships, apprenticeships, and service learning experiences.~~

(**1**~~b~~) Individualized student learning opportunities based upon specific instructional objectives aimed at meeting ~~or exceeding~~ the NJSLS **and intended to supplant NJSLS-based courses** shall:

(a) Be designed, approved, and delivered by appropriately certified educators, except as follows:

(i) For approved career and technical education programs and work-based learning experiences, individualized student learning opportunities shall be designed,

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approved, and supervised by appropriately certified educators in accordance with N.J.A.C. 6A:19-6.4, 6A:9B-14.19, and 6A:9B-14.20; or

(ii) For dual enrollment, individualized student learning opportunities shall be reviewed and approved by appropriately certified educators;

~~(i) Be based on student interest and career goals as reflected in the Personalized Student Learning Plans;~~

(**b**~~ii~~) Include demonstration of student competency **approved by appropriately certified educators**;

(**c**~~iii~~) Be certified for completion based on the **Board** ~~district~~ process adopted **in accordance with** ~~according to~~ N.J.A.C. 6A:8-5.1(a)2.**v**~~ii~~. and A.**2**~~1~~.**e**~~b~~.~~(2)~~ below; and

(**d**~~iv~~) Be on file in the ~~school~~ district and subject to review by the Commissioner of Education or **the Commissioner's** designee.

(**2**~~e~~) Group programs based upon specific instructional objectives aimed at meeting ~~or exceeding~~ the NJSLS shall be permitted **pursuant to N.J.A.C. 6A:8-5.1** and shall be approved in the same manner as other approved courses.

b. A Board that establishes a process pursuant to N.J.A.C. 6A:8-5.1(a)2.i. and A.2.a. above shall:

(1) Provide programs and related assessments based on specific instructional objectives aimed at meeting the NJSLS and overseen by educators appropriately certified within each aligned content area;

(2) Approve group programs in the same manner as other courses;

(3) Provide equitable access pursuant to N.J.A.C. 6A:7 – Managing for Equity in Education;

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(4) Develop policies that clearly address student safety, transportation, tuition, and fee requirements and comply with applicable laws and rules as set forth at N.J.A.C. 6A:19-14.2; and

(5) Consider the need for procedures that are consistent with the Board's employment practices, including criminal background checks in accordance with N.J.S.A. 18A:6-7.1.

c. Coursework and experiences may bear credit for core academic courses or elective coursework. The Board may establish policies that:

(1) Allow the granting of credits for summer courses that replace traditional courses;

(2) Allow the granting of credits for work-based learning experiences, including, but not limited to, internships, apprenticeships, and service-learning;

(3) Limit opportunities to only courses that are not offered to all students by the Board; and

(4) Prioritize opportunities that are more experiential in nature and not designed to meet the course requirements at N.J.A.C. 6A:8-5.1(a)1. and A.1. above.

d. Boards that allow the granting of credit for experiences designed to supplant courses required for graduation as set forth at N.J.A.C. 6A:8-5.1(a)1. and A.1. above shall document the experiences' substantial equivalency with the identified NJSLS and locally adopted curriculum designed to meet the requirements at N.J.A.C. 6A:8-5.1(a)1. and A.1. above. The documentation shall be subject to review, in accordance with N.J.A.C. 6A:30, including the instruction and program indicators at 6A:30 Appendices A and B.

e. The Board shall establish a process for granting of credits through successful completion of assessments that verify student achievement in meeting the NJSLS at the high school level, including standards achieved by means of the individualized student learning opportunities set forth at N.J.A.C. 6A:8-5.1(a)2. and A.2. above. Such programs or assessments may occur all, or in

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part, prior to a student's high school enrollment; no such locally administered assessments shall preclude or exempt student participation in applicable Statewide assessments at grades three through twelve.

(1) The Board shall choose assessments that are aligned with the NJSLS and may include locally designed assessments.

(2) The Board shall determine if students have achieved the level of language proficiency designated as Novice-High as defined by the American Council on the Teaching of Foreign Languages (ACTFL) and recognized as fulfilling the world languages requirement of the NJSLS through either New Jersey Department of Education (NJDOE)-approved proficiency assessments or NJDOE-approved locally designed competency-based assessments;

~~(2) The district shall establish a process for granting of credits through successful completion of assessments that verify student achievement in meeting or exceeding the NJSLS at the high school level, including standards achieved by means of the individualized student learning opportunities enumerated at N.J.A.C. 6A:8-5.1(a)2 and A.1.b. above. Such programs or assessments may occur all or in part prior to a student's high school enrollment; no such locally administered assessments shall preclude or exempt student participation in applicable Statewide assessments at grades three through twelve.~~

~~(a) The district shall choose assessments that are aligned with or exceed the NJSLS and may include locally designed assessments.~~

~~(b) The district shall choose from among the following assessment options to determine if students have achieved the level of language proficiency designated as Novice-High as defined by the American Council on the Teaching of Foreign Languages (ACTFL) and recognized as fulfilling the world languages requirement of the NJSLS:~~

~~(i) The Standards-based Measurement of Proficiency (STAMP) online assessment;~~

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~~(ii) The ACTFL Oral Proficiency Interview (OPI) or the Modified Oral Proficiency Interview (MOPI); or~~

~~(iii) New Jersey Department of Education-approved locally designed competency-based assessments.~~

f.~~(3)~~ The **Board** ~~district~~ shall establish a process to approve **postsecondary** ~~post-secondary~~ learning opportunities that may consist of Advanced Placement (AP) courses, College-Level Examination Program (CLEP), **International Baccalaureate (IB),** or concurrent/dual enrollment at accredited higher education institutions.

(**1**~~a~~) The **Board** ~~district~~ shall award credit for successful completion of an approved, accredited college course that **ensures** ~~assures~~ achievement of knowledge and skills that meets ~~or exceeds~~ the NJSLS.

3~~e~~. Local student attendance requirements;

4~~d~~. **Any** **o**~~O~~ther **local** requirements established by the Board as indicated below:

_____

_____

_____;

5~~e~~. Any statutorily mandated requirements for earning a high school diploma;

6. For students in the graduating classes of 2026 and 2027, completion of a financial aid application in a form prescribed by the Higher Education Student Assistance Authority, including, but not limited to, the Free Application for Federal Student Aid (FAFSA) or the New Jersey Alternative Financial Aid Application, or be exempted from the requirement in accordance with procedures set forth at P.L. 2023, c.295 and P.L. 2025, c.95 pursuant to N.J.A.C. 6A:8-5.1(a)6.;

7~~f~~. **Pursuant to N.J.A.C. 6A:8-5.1(a)7., t**~~T~~he requirement that all students demonstrate proficiency by achieving a passing score on the ELA and mathematics components of the

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State graduation proficiency test or through the alternative means at N.J.A.C. 6A:8-5.1(**f**~~h~~) ~~and A.6. below~~, if applicable, or for students who take the State graduation proficiency test but do not achieve a passing score through the alternative means set forth at N.J.A.C. 6A:8-5.1(**e**~~g~~) and **E.** ~~(i) and A.5. and A.7.~~ below **and N.J.A.C. 6A:8-5.1(g) and G. below;**~~.~~

8~~g~~. **Pursuant to N.J.A.C. 6A:8-5.1(a)8., f**~~F~~or students who have not demonstrated proficiency on the ELA and/or mathematics components of the State graduation proficiency test, the opportunity **to demonstrate proficiency may be achieved by** ~~for~~ the following ~~will be provided~~:

a.~~(1)~~ Remediation, **as appropriate,** pursuant to N.J.S.A. 18A:7C-3.; and

b.~~(2)~~ One or more additional opportunities to demonstrate proficiency on the State graduation proficiency test, pursuant to N.J.S.A. 18A:7C-6.; ~~and~~

9. The portfolio appeals process, pursuant to N.J.S.A. 18A:7C-3., for students who have not demonstrated proficiency on the ELA and/or mathematics components of the State graduation proficiency test and have been provided with the opportunities at A.8. above; and

10~~h~~. Students graduating from an adult high school shall demonstrate proficiency in the ELA and mathematics components of the State graduation proficiency test, or through **the** alternative means set forth at N.J.A.C. 6A:8-5.1(**e**~~g~~)**, (f), and (g)** ~~through (i)~~ and **E., F., and G.** ~~A.5. through A.7.~~ below.

~~2. In the development of Personalized Student Learning Plans according to N.J.A.C. 6A:8-3.2(a), the district shall actively encourage all students who have otherwise met the requirements for high school graduation according to N.J.A.C. 6A:8-5.1(a)1 through 3 and A.1.a. through A.1.c. above, to include in their programs of study the following additional credits:~~

~~a. Five credits in mathematics during each year of enrollment, aimed at preparation for entrance into post-secondary programs or 21st century careers;~~

~~b. Five credits in a laboratory science during each year of enrollment, aimed at preparation for entrance into post-secondary programs or 21st century careers;~~

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~~c. Five credits in social studies during each year of enrollment, aimed at preparation for entrance into post-secondary programs or 21st century careers; and~~

~~d. Five credits in world languages during each year of enrollment, aimed at preparation for entrance into post-secondary programs or 21st century careers.~~

~~3. The district shall provide to the Executive County Superintendent the district's graduation requirements each year they are evaluated through Quality Single Accountability Continuum (QSAC) and update the district's filed copy each time the graduation policy is revised.~~

B. Alternative Requirements for State-Endorsed Diploma

1. Through the IEP process set forth at N.J.A.C. 6A:14-3.7 and pursuant to N.J.A.C. 6A:14-4.11, the Board may specify alternate requirements for a State-endorsed diploma for individual students with disabilities as defined at N.J.A.C. 6A:14-1.3 pursuant to N.J.A.C. 6A:8-5.1(b).

a. The Board shall specifically address any alternate requirements for graduation in a student's IEP, in accordance with N.J.A.C. 6A:14-4.11.

b. The Board shall develop and implement procedures for assessing whether a student has met the specified alternate requirements for graduation individually determined in an IEP.

C. Graduation Requirements Provided to Executive County Superintendent

The Board shall provide to the Executive County Superintendent their graduation requirements each year they are evaluated through NJQSAC and update the filed copy each time their graduation policies are revised pursuant to N.J.A.C. 6A:8-5.1(c).

D. Copy of Graduation Requirements to Students and Parents

~~4.~~ The **Board** ~~district~~ shall provide each student entering high school and **the student's** ~~their~~ parents with a copy of the **Board's** ~~district's~~ requirements for a State-endorsed diploma and the programs available to assist students in attaining a State-endorsed diploma, in accordance with N.J.S.A. 18A:7C-5**. pursuant to N.J.A.C. 6A:8-5.1(d)**.

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E. Alternative Means

1~~5~~. ~~For students in the graduating classes of 2023, 2024, and 2025,~~ **T**~~t~~he alternative means referenced at N.J.A.C. 6A:8-5.1(a)**7.**~~6~~ and A.**7**~~1.f~~. above shall be as follows:

a. Achieve a passing score, as determined by the Commissioner of Education and approved by the ~~New Jersey~~ State Board of Education, on a corresponding substitute competency test in ELA and/or mathematics, as applicable; and/or

b. Demonstrate proficiency through the portfolio appeals process, pursuant to N.J.S.A. 18A:7C-3.

F. Multilingual Learners (ML) Requirements for High School Graduation

~~6.~~ All ~~multilingual learners (~~ML**s**~~)~~ shall satisfy the requirements for high school graduation**.**~~,~~ **However,** ~~except~~ MLs may demonstrate they have attained State minimum levels of proficiency through passage of the portfolio appeals process in their native language, when available, and passage of a **NJDOE** ~~New Jersey Department of Education~~-approved~~,~~ English **language proficiency** ~~fluency~~ assessment.

G. Alternate Assessment Based on Alternate Academic Achievement

~~7.~~ Students, including students with disabilities as defined **at** ~~in~~ N.J.A.C. 6A:14-1.3 or eligible **pursuant to** ~~under~~ Section 504 of the Rehabilitation Act**,** who participate in the **alternate** ~~alternative~~ assessment **based on alternate academic achievement standards (AA-AAAS)** for students with **significant intellectual** disabilities~~,~~ are not required to participate in repeated administrations of high school assessment components required at N.J.A.C. 6A:8-4.1(c).

~~B. High School Diplomas – N.J.A.C. 6A:8-5.2~~

~~1. The Board of Education shall award a State-endorsed high school diploma to prospective graduates who have met all of the requirements adopted in accordance with N.J.A.C. 6A:8-5.1(a), (c), or N.J.A.C. 6A:8-5.2(d) and A.1 above, C.1. below, or B.4. below.~~

~~2. The Board shall not issue a high school diploma to any student not meeting the criteria specified in the rule provisions referenced in N.J.A.C. 6A:8-5.2(a) and B.1. above.~~

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~~a. The district shall provide students exiting grade twelve without a diploma the opportunity for continued high school enrollment to age twenty or until the requirements for a State-endorsed diploma have been met, whichever comes first.~~

~~b. The district shall allow any out-of-school individual to age twenty who has otherwise met all State and local graduation requirements but has failed to pass the State proficiency test to demonstrate proficiency through alternative means as set forth at N.J.A.C. 6A:8-5.1(a)6 through N.J.A.C. 6A:8-5.1(i) and in A.1.f. through A.7. above, as applicable, pursuant to the standards applicable to the student's graduating class. Upon certification of passing the test applicable to the student's class in accordance with N.J.A.C. 6A:8 and this Policy, a State-endorsed diploma shall be granted by the high school of record.~~

~~3. Pursuant to N.J.A.C. 6A:20-1.4, the Commissioner of Education shall award a State-issued high school diploma based on achieving the Statewide standard score on the General Education Development test (GED) or other adult education assessments to individuals age sixteen or older who are no longer enrolled in school and have not achieved a high school credential.~~

~~4. The Commissioner shall award a State-issued high school diploma to individuals age sixteen or older and no longer enrolled in high school based on official transcripts showing at least thirty general education credits leading to a degree at an accredited institution of higher education. Included in the thirty general education credits must be a minimum of fifteen credits with at least three credits in each of the five general education categories as follows: English; mathematics; science; social science; and the humanities.~~

~~5. The Board shall award a State-endorsed high school diploma to any currently enrolled student, regardless of grade level, who:~~

~~a. Has demonstrated proficiency in the State graduation proficiency test, pursuant to N.J.A.C. 6A:8-5.1(a)6 and A.1.f. above, or as set forth at N.J.A.C. 6A:8-5.1(g) and A.5. above.~~

~~b. Has presented official transcripts showing at least thirty general education credits leading to a degree at an accredited institution of higher education; and~~

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~~c. Has formally requested such early award of a State-endorsed high school diploma.~~

~~6. Pursuant to N.J.S.A. 18A:7C-7 and 18A:7E-3, the Superintendent shall report annually to the Board at a public meeting not later than September 30, and to the Commissioner:~~

~~a. The total number of students graduated;~~

~~b. The number of students graduated under the substitute competency test process;~~

~~c. The number of students graduated under the portfolio appeals process;~~

~~d. The number of students receiving State-endorsed high school diplomas as a result of meeting any alternate requirements for graduation as specified in their individualized education programs (IEP);~~

~~e. The total number of students denied graduation from the twelfth grade class; and~~

~~f. The number of students denied graduation from the twelfth grade class solely because of failure to pass the New Jersey Department of Education-approved high school end-of-course assessments, the State graduation proficiency test, substitute competency tests, or portfolio appeals process based on the provisions of N.J.A.C. 6A:8.~~

~~C. Students with Disabilities – N.J.A.C. 6A:8-5.1(c) and N.J.A.C. 6A:14-4.11~~

~~1. Through the IEP process set forth at N.J.A.C. 6A:14-3.7 and pursuant to N.J.A.C. 6A:14-4.11, the Board may specify alternate requirements for a State-endorsed diploma for individual students with disabilities as defined at N.J.A.C. 6A:14-1.3.~~

~~a. The district shall specifically address any alternate requirements for graduation in a student's IEP, in accordance with N.J.A.C. 6A:14-4.11.~~

~~b. The district shall develop and implement procedures for assessing whether a student has met the specified alternate requirements for graduation individually determined in an IEP.~~

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~~2. The IEP of a student with a disability who enters a high school program shall specifically address the graduation requirements. The student shall meet the high school graduation requirements pursuant to N.J.A.C. 6A:8-5.1 and A. above, except as specified in the student's IEP. The IEP shall specify which requirements would qualify the student with a disability for the State-endorsed diploma issued by the Board responsible for the student's education.~~

~~3. Graduation with a State-endorsed diploma is a change of placement that requires written notice pursuant to N.J.A.C. 6A:14-2.3(f) and (g).~~

~~a. As part of the written notice, the parent shall be provided with a copy of the procedural safeguards statement published by the NJDOE.~~

~~b. As with any proposal to change the educational program or placement of a student with a disability, the parent may resolve a disagreement with the proposal to graduate the student by requesting mediation or a due process hearing prior to graduation.~~

~~c. In accordance with N.J.A.C. 6A:14-3.8(d), a reevaluation shall not be required.~~

~~d. When a student graduates or exceeds the age of eligibility, the student shall be provided a written summary of their academic achievement and functional performance prior to the date of the student's graduation or the conclusion of the school year in which the student exceeds the age of eligibility. The summary shall include recommendations to assist the student in meeting their postsecondary goals.~~

~~4. If a student attends a school other than that of the school district of residence that is empowered to grant a diploma, the student shall have the choice of receiving the diploma of the school attended or the diploma of the school district of residence.~~

~~a. If the school the student is attending declines to issue a diploma to the student, the Board of the school district of residence shall issue the student a diploma if the student has satisfied all State and local graduation requirements, as specified in the student's IEP.~~

~~5. If the Board grants an elementary school diploma, a student with a disability who fulfills the requirements of their IEP shall qualify for and receive a diploma.~~

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~~6. Students with disabilities who meet the standards for graduation according to N.J.A.C. 6A:14-4.11 and Section C. of this Policy shall have the opportunity to participate in graduation exercises and related activities on a nondiscriminatory basis.~~

~~D. Financial Aid Application Graduation Requirement~~

~~1. Beginning with the 2023-2024 grade eleven class, and for two school years thereafter, the Board shall require a student, and the student's parent, if applicable, to complete and submit a financial aid application in a form prescribed by the Higher Education Student Assistance Authority (Authority) as a prerequisite to the student receiving a high school diploma unless a waiver is submitted to the district as set forth in P.L.2023 c.295 and D.1.a. below.~~

~~a. A student shall be exempt from the requirement in P.L.2023 c.295 and D.1. above if the student or the student's parent submits to the district a waiver form signed by the parent, or by the student if the student is at least eighteen years of age, requesting the exemption from the requirement.~~

~~b. If the student is under eighteen years of age and a form signed by the parent cannot be reasonably obtained, the student's school counselor may authorize the waiver as permitted by regulations promulgated by the State Board of Education pursuant to P.L.2023 c.295.~~

~~2. The district shall annually notify students and the parents of the requirement established pursuant to P.L.2023 c.295 and Section D.~~

~~3. No adverse action shall be taken by a Board against any student due to a student's receipt of an exemption from the requirement to complete and submit a financial aid application pursuant to D.1.a. above.~~

~~4. Nothing in P.L.2023 c.295 and this Policy shall be construed as requiring school counselors, or any other school employee, to assist students in completing the financial aid application. Nothing in P.L.2023 c.295 and this Policy shall be construed as creating a private right of action against the district or the State upon compliance or noncompliance with the provisions of P.L.2023 c.295 and this Policy.~~

H~~E~~. State Seal of Biliteracy ~~N.J.A.C. 6A:8-5.3~~

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1. The Board ~~of Education may~~ **will participate in the State Seal of Biliteracy Program and** award a State Seal of Biliteracy to any student who has met all requirements **for a high school diploma at** ~~in~~ N.J.A.C. 6A:8-5.2 ~~and B. above~~ and demonstrates proficiency in the following:

   a. One or more ~~world~~ languages **other than English through** ~~via~~ an ~~approved~~ assessment **approved** pursuant to N.J.A.C. 6A:8-5.3(f) and **H**~~E~~.6. below during the student's next to last or final year of high school**.**~~; and~~

      (1) Pursuant to N.J.S.A. 18A:7C-15**.a.**, a ~~foreign~~ language other than English ~~also~~ shall include, but not be limited to, American Sign Language, Latin, and Native American languages.

   b. ELA as set forth **at** ~~in~~ N.J.A.C. 6A:8-5.1(a)6**.** and A.**6**~~1.f~~. above **or through a NJDOE-approved English proficiency assessment as set forth at N.J.A.C. 6A:8-5.1(f) and F. above**.

2. **Pursuant to N.J.A.C. 6A:8-5.3(b), the** ~~A~~ Board ~~that chooses to award the State Seal of Biliteracy~~ shall incorporate the process **for awarding the State Seal of Biliteracy** into **this Policy** ~~the~~ developed, adopted, and implemented ~~Policy 5460 – High School Graduation~~ pursuant to N.J.A.C. 6A:8-5.1(a) and A.1. above, denoting participation in the voluntary program. **Participation in the State Seal of Biliteracy Program is optional for students. The** ~~A~~ Board ~~choosing to participate~~ shall submit **to the Executive County Superintendent**, in accordance with N.J.A.C. 6A:8-5.1(**c**~~d~~) and **C.** ~~A.3.~~ above, a copy of this Policy that reflects the option for students to participate in the State Seal of Biliteracy.

3. The Board **[___ will ___ will not] pay the costs [___~~shall pay the costs~~ ___ ~~shall charge a fee to the student~~]** for related assessments ~~and transcript insignias~~. **If the Board does not pay the related costs, the Board will charge a fee.**

4. The Board shall ~~do the following~~:

   a. Provide the NJDOE with information regarding students who qualify for the State Seal of Biliteracy pursuant to N.J.A.C. 6A:8-5.3(a) and **H**~~E~~.1. above;

   b. Present each student who qualifies pursuant to N.J.A.C. 6A:8-5.3(a) and **H**~~E~~.1. above with a **NJDOE** ~~New Jersey Department of Education~~-issued certificate;

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c. Include the Commissioner ~~of Education~~-developed insignia **"New Jersey State Seal of Biliteracy" and the language(s) for which it was awarded** on the student's transcript; and

d. Maintain appropriate records to identify students who have earned the State Seal of Biliteracy.

5. The Board shall not award a State Seal of Biliteracy to any student who does not meet the criteria **for a State Seal of Biliteracy as required at** ~~in~~ N.J.A.C. 6A:8-5.3(a) and **H**~~E~~.1. above and shall not include the Commissioner ~~of Education~~-developed insignia on the student's transcript.

6. A list of **NJDOE** ~~New Jersey Department of Education~~-approved, nationally **or internationally** recognized assessments and the Statewide scores necessary for a student to satisfy requirements for the State Seal of Biliteracy shall be set by a resolution approved by the ~~New Jersey~~ State Board of Education.

   a. If an approved assessment, pursuant to N.J.A.C. 6A:8-5.3(f) and **H**~~E~~.6. above, does not exist for a particular language, the Board may administer a NJDOE-approved, locally designed proficiency-based assessment.

N.J.S.A. **18A:6-7.1.;** 18A:7C-3.; ~~18A:7C-5;~~ 18A:7C-6**.;**
~~18A:7C-7; 18A:7C-15; 18A:7E-3~~
~~18A:35-1; 18A:35-2; 18A:35-5; 18A:35-7; 18A:35-8~~
N.J.A.C. **6A:8-4.1;** ~~6A:8-1.3;~~ 6A:8-5.1 ~~et seq.~~; **6A:8-5.3;**
6A:9B-14.19; 6A:9B-14.20;
6A:14-1.1 et seq.; ~~6A:14-1.3; 6A:14-2.3; 6A:14-3.7~~
~~6A:14-3.8; 6A:14-4.11;~~ **6A:19-6.4** ~~6A:20-1.4~~
~~P.L.2023 c.295~~

Adopted: 14 October 2013
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SECTION: STUDENTS
#: P 5460
HIGH SCHOOL GRADUATION (M)

Revised: **TBD**

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SECTION: STUDENTS
#: P 5461
HIGH SCHOOL DIPLOMAS (M)

5461 HIGH SCHOOL DIPLOMAS (M)

The Board of Education shall award a State-endorsed high school diploma to prospective graduates who have met all of the requirements adopted in accordance with N.J.A.C. 6A:8-5.1(a), 6A:8-5.1(b), or 6A:8-5.2(d). The Board shall not issue a high school diploma to any student who does not meet the criteria specified in the requirements adopted in accordance with N.J.A.C. 6A:8-5.1(a), 6A:8-5.1(b), or 6A:8-5.2.(d).

The words and terms used in this Policy shall have the meanings as defined in N.J.A.C. 6A:8-1.3.

The Board shall provide students exiting grade twelve without a diploma the opportunity for continued high school enrollment to age twenty or until the requirements for a State-endorsed diploma have been met, whichever comes first.

The Board shall allow any out-of-school individual to age twenty who has otherwise met all State and local graduation requirements but has failed to pass the State proficiency test to demonstrate proficiency through alternative means as set forth at N.J.A.C. 6A:8-5.1(a)6. through 6A:8-5.1(f), as applicable, pursuant to the standards applicable to the student's graduating class. Upon certification of passing the test applicable to the student's class in accordance with N.J.A.C. 6A:8, a State-endorsed diploma shall be granted by the high school of record.

Pursuant to N.J.A.C. 6A:20-1.4, the Commissioner of Education shall award a State-issued high school diploma based on achieving the Statewide standard score on a New Jersey High School Equivalency Assessment (NJHSEA) to individuals age sixteen or older who are no longer enrolled in school and have not achieved a high school credential. The Board shall provide students awarded a State-issued high school diploma pursuant to N.J.A.C. 6A:8-5.2(c) or 6A:8-5.2(d) the opportunity for continued high school enrollment to age twenty-one if eligible pursuant to the IDEA.

Pursuant to N.J.A.C. 6A:8-5.2(d), the Commissioner shall award a State-issued high school diploma to individuals age sixteen or older and no longer enrolled in high school based on official transcripts showing at least thirty general education credits leading to a degree at an accredited institution of higher education.

Included in the thirty general education credits must be a minimum of fifteen credits with at least three credits in each of the five general education categories as follows: English; mathematics; science; social science; and the humanities.

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The Board shall award a State-endorsed high school diploma to any currently enrolled student, regardless of grade level, who:

1. **Has demonstrated proficiency in the State graduation proficiency test, pursuant to N.J.A.C. 6A:8-5.1(a)7. or as set forth at N.J.A.C. 6A:8-5.1(e).**

2. **Has presented official transcripts showing at least thirty general education credits leading to a degree at an accredited institution of higher education; and**

3. **Has formally requested such early award of a State-endorsed high school diploma.**

Pursuant to N.J.S.A. 18A:7C-7. and 18A:7E-3., the Superintendent shall report annually to the Board at a public meeting not later than September 30, and to the Commissioner:

1. **The total number of students graduated;**

2. **The number of students graduated under the substitute competency test process;**

3. **The number of students graduated under the portfolio appeals process;**

4. **The number of students receiving State-endorsed high school diplomas as a result of meeting any alternate requirements for graduation as specified in their IEPs;**

5. **The total number of students denied graduation from the twelfth grade class; and**

6. **The number of students denied graduation from the twelfth grade class solely due to failure to pass the State graduation proficiency test, substitute competency tests, or portfolio appeals process based on the provisions of N.J.A.C. 6A:8.**

N.J.S.A. 18A:7C-7.; 18A:7E-3.
N.J.A.C. 6A:8-5.1; 6A:8-5.2; 6A:20-1.4

Adopted: TBD

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5512 HARASSMENT, INTIMIDATION OR BULLYING (M)

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P. Collective Bargaining Agreements and Individual Contracts

Q. Students with Disabilities

A. Prohibiting Harassment, Intimidation, or Bullying

The Board of Education prohibits acts of harassment, intimidation, or bullying of a student. The Board has determined that a safe and civil environment in school is necessary for students to learn and achieve high academic standards; harassment, intimidation, or bullying, like other disruptive or violent behaviors, is conduct that disrupts both a student's ability to learn and a school's ability to educate its students in a safe and disciplined environment. Since students learn by example, school administrators, faculty, staff, and volunteers should be commended for demonstrating appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment, intimidation, or bullying.

For the purpose~~s~~ of this Policy, the term "parent," pursuant to N.J.A.C. 6A:16-1.3, means the natural parent(s); adoptive parent(s); legal guardian(s); resource family parent(s); or **surrogate parent(s)** ~~parent surrogate(s)~~ of a student. When parents are separated or divorced, "parent" means the person or agency which has legal custody of the student, as well as the natural or adoptive parent(s) of the student, provided parental rights have not been terminated by a court of appropriate jurisdiction.

B. Definition of Harassment, Intimidation, or Bullying

"Harassment, intimidation, or bullying" means any gesture, any written, verbal or physical act, or any electronic communication, as defined in N.J.S.A. 18A:37-14, whether it be a single incident or a series of incidents that:

1. Is reasonably perceived as being motivated by either any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a mental, physical or sensory disability, or by any other distinguishing characteristic;

2. Takes place on school property, at any school-sponsored function, on a school bus, or off school grounds, as provided for in N.J.S.A. 18A:37-15.3;

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3. Substantially disrupts or interferes with the orderly operation of the school or the rights of other students; and that

   a. A reasonable person should know, under the circumstances, that the act(s) will have the effect of physically or emotionally harming a student or damaging the student's property, or placing a student in reasonable fear of physical or emotional harm to their person or damage to their property; or

   b. Has the effect of insulting or demeaning any student or group of students; or

   c. Creates a hostile educational environment for the student by interfering with a student's education or by severely or pervasively causing physical or emotional harm to the student.

The Board **of Education** recognizes that bullying is unwanted, aggressive behavior that may involve a real or perceived power imbalance. Recognizing "a real or perceived power imbalance" may assist school officials in identifying harassment, intimidation, or bullying within the context and relative positions of the alleged aggressor and target.

"Electronic communication" means a communication transmitted by means of an electronic device, including, but not limited to, a telephone, cellular phone, computer, or remotely activating paging device **in accordance with** ~~(~~N.J.A.C. 6A:16-1.3~~)~~.

In accordance with the Board's Code of Student Conduct and this Policy, all acts of harassment, intimidation, or bullying that occur off school grounds, such as "cyber-bullying" (e.g., the use of electronic means to harass, intimidate, or bully) are addressed in this Policy.

C. Student Behavior

The Board of Education expects students to conduct themselves in keeping with their levels of development, maturity, and demonstrated capabilities, with a proper regard for the rights and welfare of other students and school staff, the educational purpose underlying all school activities and the care of school facilities and equipment, consistent with the Code of Student Conduct.

The Board believes that standards for student behavior must be set cooperatively through interaction among the parents and other community representatives, school administrators, school employees, school volunteers, and students of the school district, producing an atmosphere that

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encourages students to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for school district and community property on the part of students, staff, and community members.

Students are expected to behave in a way that creates a supportive learning environment. The Board believes the best discipline is self-imposed, and that it is the responsibility of staff to use instances of violations of the Code of Student Conduct as opportunities for helping students learn to assume and accept responsibility for their behavior and the consequences of their behavior. Staff members who interact with students shall apply best practices designed to prevent student conduct problems and foster students' abilities to grow in self-discipline.

The Board expects students will act in accordance with the student behavioral expectations and standards regarding harassment, intimidation, or bullying, including:

1. Student responsibilities (e.g., requirements for students to conform to reasonable standards of socially accepted behavior; respect the person, property, and rights of others; obey constituted authority; and respond to those who hold that authority);

2. Appropriate recognition for positive reinforcement for good conduct, self-discipline, and good citizenship;

3. Student rights; and

4. Sanctions and due process for violations of the Code of Student Conduct.

~~Pursuant to N.J.S.A. 18A:37-15(a) and N.J.A.C. 6A:16-7.1(a)1, the district has involved a broad-base of school and community members, including parents, students, instructional staff, student support services staff, school administrators, and school volunteers, as well as community organizations, such as faith-based, health and human service, business and law enforcement, in the development of this Policy. Based on locally determined and accepted core ethical values adopted by the Board, pursuant to N.J.A.C. 6A:16-7.1(a)2, the Board must develop guidelines for student conduct pursuant to N.J.A.C. 6A:16-7.1. These guidelines for student conduct will take into consideration the developmental ages of students, the severity of the offenses and students' histories of inappropriate behaviors, and the mission and physical facilities of the individual school(s) in the district. This Policy requires all students in the district to adhere to the rules established by the school district and to submit to the remedial and consequential measures that are appropriately assigned for infractions of these rules.~~ **Pursuant to N.J.S.A. 18A:37-15(a) and**

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N.J.A.C. 6A:16-7.1(a)1, the district has involved a broad-base of school and community members, including parents, school employees, volunteers, students, and community representatives, in the development of this Policy.

Pursuant to N.J.A.C. 6A:16-7.1, the Board developed guidelines for student conduct, taking into consideration the nature of the behavior; the nature of the student's disability, if any and to the extent relevant; the developmental ages of students; severity of the offenses and students' histories of inappropriate behaviors; and the mission and physical facilities of the individual school(s) in the district. This Policy requires all students in the district to adhere to the rules established by the school district and to submit to the remedial and consequential measures that are appropriately assigned for infractions of these rules.

Pursuant to N.J.A.C. 6A:16-7.1, the Superintendent ~~must~~ **shall** annually provide to students and their parents the rules of the district regarding student conduct. Provisions shall be made for informing parents whose primary language is other than English.

The district prohibits active or passive support for acts of harassment, intimidation, or bullying. The school district will support students who:

1. Walk away from acts of harassment, intimidation, or bullying when they see them;

2. Constructively attempt to stop acts of harassment, intimidation, or bullying;

3. Provide support to students who have been subjected to harassment, intimidation, or bullying; and

4. Report acts of harassment, intimidation, or bullying to the designated school staff member.

D. Consequences and Remedial Actions

The Board of Education requires its school administrators to implement procedures that ensure both the appropriate consequences and remedial responses for students who commit one or more acts of harassment, intimidation, or bullying, consistent with the Code of Student Conduct, and the consequences and remedial responses for staff members who commit one or more acts of harassment, intimidation, or bullying.

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In every incident found to be harassment, intimidation, or bullying, the school Principal, in consultation with appropriate school staff, may apply disciplinary consequences and/or remedial actions, such as the provision of counseling, behavioral interventions, or other measures.

Appropriate consequences and remedial actions are those that are graded according to the severity of the offenses; consider the developmental ages of the student offenders; the nature of the student's disability, if any and to the extent relevant; and students' histories of inappropriate behaviors, per the Code of Student Conduct and N.J.A.C. 6A:16-7.

The following factors, at a minimum, shall be given full consideration by the school administrators in the implementation of appropriate consequences and remedial measures for each act of harassment, intimidation, or bullying by students.

Factors for Determining Consequences

- Age, disability (if any and to the extent relevant), developmental and maturity levels of the parties involved and their relationship to the school district;
- Degrees of harm;
- Surrounding circumstances;
- Nature and severity of the behaviors;
- Incidences of past or continuing patterns of behavior;
- Relationships between the parties involved; and
- Context in which the alleged **incidents** ~~incidences~~ occurred.

Factors for Determining Remedial Measures

Personal:

- Life skill deficiencies;
- Social relationships;
- Strengths;
- Talents;
- Traits;
- Interests;
- Hobbies;
- Extra-curricular activities;
- Classroom participation;

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- Academic performance;
- Relationship to peers; and
- Relationship between student/family and the school district.

Environmental:

- School culture;
- School climate;
- Student-staff relationships and staff behavior toward the student;
- General staff management of classrooms or other educational environments;
- Staff ability to prevent and manage difficult or inflammatory situations;
- Availability of programs to address student behavior;
- Social-emotional and behavioral supports;
- Social relationships;
- Community activities;
- Neighborhood situation; and
- Family situation.

Examples of Consequences and Remedial Measures

The consequences and remedial measures may include, but are not limited to, the examples listed below:

Examples of Consequences:

- Admonishment;
- Temporary removal from the classroom (any removal of .5 days or more must be reported in the Student Safety Data System);
- Deprivation of privileges;
- Classroom or administrative detention;
- Referral to disciplinarian;
- In-school suspension during the school week or the weekend;
- Out-of-school suspension (short-term or long-term);
- Reports to law enforcement or other legal action;
- Expulsion; and
- Bans from receiving certain services, participating in school-district-sponsored programs or being in school buildings or on school grounds.

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Examples of Remedial Measures

Personal:

- Restitution and restoration;
- Peer support group;
- Recommendations of a student behavior or ethics council;
- Corrective instruction or other relevant learning or service experience;
- Supportive student interventions, including participation of the Intervention and Referral Services Team, pursuant to N.J.A.C. 6A:16-8;
- Behavioral assessment or evaluation, including, but not limited to, a referral to the Child Study Team, as appropriate;
- Behavioral management plan, with benchmarks that are closely monitored;
- Assignment of leadership responsibilities (e.g., hallway or bus monitor);
- Involvement of school "disciplinarian;"
- Student counseling;
- Parent conferences;
- Alternative placements (e.g., alternative education programs);
- Student treatment; and
- Student therapy.

Environmental (Classroom, School Building, or School District):

- School and community surveys or other strategies for determining the conditions contributing to HIB;
- School culture change and school climate improvement;
- Adoption of research-based, systemic bullying prevention programs;
- School policy and procedures revisions;
- Modifications of schedules;
- Adjustments in hallway traffic;
- Modifications in student routes or patterns traveling to and from school;
- Supervision of student before and after school, including school transportation;
- Targeted use of monitors (e.g., hallway, cafeteria, locker room, playground, school perimeter, bus);
- Teacher aides;

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- Small or large group presentations for fully addressing the behaviors and the responses to the behaviors;
- General professional development programs for certificated and non-certificated staff;
- Professional development plans for involved staff;
- Disciplinary action for school staff who contributed to the problem;
- Supportive institutional interventions, including participation of the Intervention and Referral Services Team, pursuant to N.J.A.C. 6A:16-8;
- Parent conferences;
- Family counseling;
- Involvement of parent-teacher organizations;
- Involvement of community-based organizations;
- Development of a general bullying response plan;
- Recommendations of a student behavior or ethics council;
- Peer support groups;
- Alternative placements (e.g., alternative education programs);
- School transfers; and
- Law enforcement (e.g., safe schools resource officer, juvenile officer) involvement or other legal action.

Consequences and appropriate remedial actions for a student or staff member who commits one or more acts of harassment, intimidation, or bullying may range from positive behavioral interventions up to and including suspension or expulsion of students, as set forth in the Board's approved Code of Student Conduct, pursuant to N.J.A.C. 6A:16-7.1.

The Principal, in consultation with appropriate school staff, shall develop an individual student intervention plan when a student is found to be an offender in three harassment, intimidation, or bullying incidents and each subsequent incident occurring within one school year. The student intervention plan may include disciplinary consequences and/or remedial actions and may require the student, accompanied by a parent, to satisfactorily complete a class or training program to reduce harassment, intimidation, or bullying behavior. Each student intervention plan must be approved by the Superintendent.

While the majority of incidents may be addressed solely by school officials, the Superintendent or designee and the Principal shall report a harassment, intimidation, or bullying incident to law enforcement officials if the conduct rises to the level of a mandatory report as outlined in the Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials.

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Consequences and Appropriate Remedial Actions – Adults

The district will also impose appropriate consequences and remedial actions to an adult who commits an act of harassment, intimidation, or bullying of a student. The consequences may include, but not be limited to: verbal or written reprimand; increment withholding; legal action; disciplinary action; termination; and/or bans from providing services, participating in school district-sponsored programs, or being in school buildings or on school grounds. Remedial measures may include, but not be limited to: in or out-of-school counseling, professional development programs, and work environment modifications.

E. Reporting Harassment, Intimidation, or Bullying

The Board of Education requires the Principal at each school to be responsible for receiving all complaints alleging harassment, intimidation, or bullying committed by an adult or youth against a student. All Board members, school employees, and volunteers and contracted service providers who have contact with students, are required to verbally report alleged acts of harassment, intimidation, or bullying to the Principal or designee on the same day when the individual witnessed or received reliable information regarding any such incident. All Board members, school employees, and contracted service providers who have contact with students, also shall submit a New Jersey Department of Education-approved HIB 338 Form to the Principal within two school days of the verbal report. Failure to make the required report(s) may result in disciplinary action. The HIB 338 Form shall be kept on file at the school, but shall not be included in any student record unless the incident results in disciplinary action or is otherwise required to be contained in a student's record under State or Federal Law.

The district may not fail to initiate an investigation of harassment, intimidation, or bullying solely because written documentation was not provided. Failing to conduct a harassment, intimidation, or bullying investigation solely because a parent or student did not submit written documentation violates the Anti-Bullying Bill of Rights Act and this Policy. If a parent makes a verbal allegation of harassment, intimidation, or bullying to a district staff member, but does not complete and submit the HIB 338 Form, the staff member or a designee must complete and submit the HIB 338 Form.

The Principal or designee is required to inform the parents of all students involved in alleged incidents, and, as appropriate, may discuss the availability of counseling and other intervention services. Pursuant to N.J.A.C. 6A:16-7.7(a)2.viii.(2), when providing notification to the parents

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of all students involved, the Principal or designee shall take into account the circumstances of the incident when conveying the nature of the incident, including the actual or perceived category motivating the alleged offense. The Principal or designee shall keep a written record of the date, time, and manner of notification to the parents.

The Principal, upon receiving a verbal or written report, may take interim measures to ensure the safety, health, and welfare of all parties pending the findings of the investigation.

Students, parents, and visitors are encouraged to report alleged acts of harassment, intimidation, or bullying to the Principal or designee on the same day when the individual witnessed or received reliable information regarding any such incident. The school district shall provide a person an online means to complete the HIB 338 Form to anonymously report an act of harassment, intimidation, or bullying. Formal action for violations of the Code of Student Conduct may not be taken solely on the basis of an anonymous report.

A Board member or school employee who promptly reports an incident of harassment, intimidation, or bullying and who makes this report in compliance with the procedures set forth in this Policy, is immune from a cause of action for damages arising from any failure to remedy the reported incident.

The Principal shall promptly submit a copy of each completed HIB 338 Form to the Superintendent.

The district may consider every mechanism available to simplify reporting, including standard reporting forms and/or web-based reporting mechanisms. For anonymous reporting, in addition to making the HIB 338 Form available online, the district may consider locked boxes located in areas of a school where reports can be submitted without fear of being observed.

A school administrator who receives a report of harassment, intimidation, or bullying or who determines a reported incident or complaint, assuming all facts presented are true, is a report within the scope of N.J.S.A. 18A:37-14 and fails to initiate or conduct an investigation, or who should have known of an incident of harassment, intimidation, or bullying and fails to take sufficient action to minimize or eliminate the harassment, intimidation, or bullying, may be subject to disciplinary action. The district also should consider procedures and disciplinary action when it is found that someone had information regarding a harassment, intimidation, or bullying incident, but did not make the required report(s).

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F. Anti-Bullying Coordinator, Anti-Bullying Specialist, and School Safety/School Climate Team(s)

1. The Superintendent shall appoint a district Anti-Bullying Coordinator. The Superintendent shall make every effort to appoint an employee of the school district to this position.

   The district Anti-Bullying Coordinator shall:

   a. Be responsible for coordinating and strengthening the school district's policies to prevent, identify, and address harassment, intimidation, or bullying of students;

   b. Collaborate with school Anti-Bullying Specialists in the district, the Board of Education, and the Superintendent to prevent, identify, and respond to harassment, intimidation, or bullying of students in the district;

   c. Provide data, in collaboration with the Superintendent, to the Department of Education regarding harassment, intimidation, or bullying of students;

   d. Execute such other duties related to school harassment, intimidation, or bullying as requested by the Superintendent; and

   e. Meet at least twice a school year with the school Anti-Bullying Specialist(s) to discuss and strengthen procedures and policies to prevent, identify, and address harassment, intimidation, or bullying in the district.

2. The Principal in each school shall appoint a school Anti-Bullying Specialist. The Anti-Bullying Specialist shall be a guidance counselor, school psychologist, or other certified staff member trained to be the Anti-Bullying Specialist from ~~among~~ the currently employed staff in the school.

   The school Anti-Bullying Specialist shall:

   a. Chair the School Safety/School Climate Team as provided in N.J.S.A. 18A:37-21;

   b. Lead the investigation of incidents of harassment, intimidation, or bullying in the school; and

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c. Act as the primary school official responsible for preventing, identifying, and addressing incidents of harassment, intimidation, or bullying in the school.

3. A School Safety/School Climate Team shall be formed in each school in the district to develop, foster, and maintain a positive school climate by focusing on the on-going systemic operational procedures and educational practices in the school, and to address issues such as harassment, intimidation, or bullying that affect school climate and culture. Each School Safety/School Climate Team shall meet, at a minimum, two times per school year. The School Safety/School Climate Team shall consist of the Principal or the Principal's designee who, if possible, shall be a senior administrator in the school and the following appointees of the Principal: a teacher in the school; a school Anti-Bullying Specialist, a parent of a student in the school; and other members to be determined by the Principal. The school Anti-Bullying Specialist shall serve as the chair of the School Safety/School Climate Team.

The School Safety/School Climate Team shall:

a. Receive records of all complaints of harassment, intimidation, or bullying of students that have been reported to the Principal;

b. Receive copies of all reports prepared after an investigation of an incident of harassment, intimidation, or bullying;

c. Identify and address patterns of harassment, intimidation, or bullying of students in the school;

d. Review and strengthen school climate and the policies of the school in order to prevent and address harassment, intimidation, or bullying of students;

e. Educate the community, including students, teachers, administrative staff, and parents, to prevent and address harassment, intimidation, or bullying of students;

f. Participate in the training required pursuant to the provisions of N.J.S.A. 18A:37-13 et seq. and other training which the Principal or the district Anti-Bullying Coordinator may request. The School Safety/School Climate Team shall be provided professional development opportunities that may address effective practices of successful school climate programs or approaches; and

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g. Execute such other duties related to harassment, intimidation, or bullying as requested by the Principal or district Anti-Bullying Coordinator.

Notwithstanding any provision of N.J.S.A. 18A:37-21 to the contrary, a parent who is a member of the School Safety/School Climate Team shall not participate in the activities of the team set forth in 3. a., b., or c. above or any other activities of the team which may compromise the confidentiality of a student, consistent with, at a minimum, the requirements of the Family Educational Rights and Privacy Act (20 U~~.~~S~~.~~C~~. Section~~ 1232 and 34 CFR Part 99), N.J.A.C. 6A:32-7, Student Records and N.J.A.C. 6A:14-2.9, Student Records.

G. Investigating Allegations of Harassment, Intimidation, or Bullying

Principal's Preliminary Determination

Prior to initiating an investigation regarding a reported incident or complaint, the Principal or designee, in consultation with the **A**~~a~~nti-**B**~~b~~ullying **S**~~s~~pecialist, shall make a preliminary determination as to whether a reported incident or complaint, assuming all facts are presented as true, is a report within the scope of N.J.S.A. 18A:37-14.

Should the Principal or designee, in consultation with the **A**~~a~~nti-**B**~~b~~ullying **S**~~s~~pecialist, determine that a reported incident or complaint, assuming all facts presented are true, is not a report within the scope of N.J.S.A. 18A:37-14, the incident will be addressed through the Board's Code of Student Conduct policy. The HIB 338 Form shall be completed, even if a preliminary determination is made not to conduct an investigation of harassment, intimidation, or bullying because the reported incident or complaint is a report outside the scope of the definition of harassment, intimidation, or bullying, and must be submitted to the Superintendent. The Principal will provide the parents of the alleged offender(s) and victim(s) with formal notice of the decision not to initiate a harassment, intimidation, or bullying investigation.

The HIB 338 Form shall be kept on file at the school and will only be added to a student record if the alleged incident is founded, disciplinary action is imposed or is otherwise required to be contained in a student's record under State or Federal law.

The Superintendent may require the Principal to conduct a harassment, intimidation, or bullying investigation of the incident if the Superintendent determines that the incident is within the scope of harassment, intimidation, or bullying and shall notify the Principal of this determination in

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writing. Should the Superintendent require the Principal to conduct a harassment, intimidation, or bullying investigation, the Principal will immediately initiate an investigation of harassment, intimidation, or bullying by referring the matter to the school **A**~~a~~nti-**B**~~b~~ullying **S**~~s~~pecialist.

Additionally, any preliminary determination that finds the incident or complaint is a report outside the scope of N.J.S.A. 18A:37-14 may be appealed to the Board, pursuant to the Board policies and procedures governing student grievances, and thereafter to the Commissioner **in accordance with** ~~(~~N.J.A.C. 6A:16-7.7(a)ix(1) and (a)ix(1)(A)~~)~~. Should the preliminary determination not to conduct an investigation of harassment, intimidation, or bullying be overturned, the Principal will immediately initiate an investigation of harassment, intimidation, or bullying by referring the matter to the school **A**~~a~~nti-**B**~~b~~ullying **S**~~s~~pecialist.

The Board requires a thorough and complete investigation to be conducted for each reported incident or complaint, assuming all facts presented are true, that is determined to be a report within the scope of N.J.S.A. 18A:37-14. Upon receiving a verbal report, any staff member will direct the reporter to the online submission portal. The recipient of the initial report will also memorialize the concern to the Principal via email to be used in concert with the electronic submission of the concerned party. Having the initial report submit the written report through the online portal seeks to ensure all initial information is accurate. If the recipient of the verbal report is any staff member other than the Principal, they will make the Principal aware of the verbal report on the same day as receiving it. The Principal will check that the online submission has been made within one (1) school day by the initial reporter, if not, the Principal will follow up with the initial reporter, and in the absence of the online submission with one (1) school day, the recipient of the initial verbal report will submit the online submission to the Principal. The Principal will determine the investigation status in accordance with this policy based on the submitted information. In the event that the submitted information is determined by the Principal to warrant a HIB investigation, the investigation shall be conducted by the school anti-bullying specialist appointed by the Principal. **The investigation shall be initiated by the Principal or designee within one school day of the verbal report of the incident. The investigation shall be conducted by the school Anti-Bullying Specialist appointed by the Principal.** The Principal **or Superintendent** may appoint additional personnel who are not school **A**~~a~~nti-**B**~~b~~ullying **S**~~s~~pecialists to assist the school **A**~~a~~nti-**B**~~b~~ullying **S**~~s~~pecialist in the investigation. Investigations of complaints concerning adult conduct shall not be investigated by a member of the same bargaining unit as the individual who is the subject of the investigation. The **A**~~a~~nti-**B**~~b~~ullying **S**~~s~~pecialist may not participate in an investigation regarding their supervisor or staff at a higher administrative level.

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The Principal or the Superintendent may assign an alternative anti-bullying specialist and/or additional personnel as deemed appropriate to avoid conflicts of interest or as necessary to avoid extended delays in the timely completion of the investigation.

The investigation shall be completed, and the written findings submitted to the Principal as soon as possible, but not later than ten school days from the date of the written report of the alleged incident of harassment, intimidation, or bullying or ten school days from the date of the written notification from the Superintendent to the Principal to initiate an investigation. Should information regarding the reported incident and the investigation be received after the end of the ten-day period, the school **A**~~a~~nti-**B**~~b~~ullying **S**~~s~~pecialist or the Principal shall amend the original report of the results of the investigation to ensure there is an accurate and current record of the facts and activities concerning the reported incident.

The Principal shall proceed in accordance with the Code of Student Conduct, as appropriate, based on the investigation findings. The Principal shall submit the report to the Superintendent within two school days of the completion of the investigation and in accordance with the Administrative Procedures Act (N.J.S.A. 52:14B-1 et seq.). As appropriate to the findings from the investigation, the Superintendent shall ensure the Code of Student Conduct has been implemented and provide intervention services, order counseling, establish training programs to reduce harassment, intimidation, or bullying and enhance school climate, or take or recommend other appropriate action, including seeking further information as necessary.

The Superintendent shall report the results of each investigation to the Board no later than the date of the regularly scheduled Board meeting following the completion of the investigation. The Superintendent's report also shall include information on any consequences imposed under the Code of Student Conduct, intervention services provided, counseling ordered, training established or other action taken or recommended by the Superintendent.

Parents of the students who are parties to the investigation shall be provided with information about the investigation, in accordance with Federal and State law and regulation. The information to be provided to parents includes the nature of the investigation, whether the district found evidence of harassment, intimidation, or bullying, or whether consequences were imposed or services provided to address the incident of harassment, intimidation, or bullying. This information shall be provided in writing within five school days after the results of the investigation are reported to the Board.

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A parent may request a hearing before the Board after receiving the information. Any request by the parents for a hearing before the Board concerning the written information about a harassment, intimidation, or bullying investigation, pursuant to N.J.S.A. 18A:37-15.~~(~~b~~)~~(6)(d), must be filed with the Board Secretary no later than sixty calendar days after the written information is received by the parents. The hearing shall be held within ten business days of the request. Prior to the hearing, the Superintendent shall confidentially share a redacted copy of the HIB 338 Form that removes all student identification information with the Board. The Board shall conduct the hearing in executive session, pursuant to the Open Public Meetings Act (N.J.S.A. 10:4-1 et seq.), to protect the confidentiality of the students. At the hearing, the Board may hear testimony from and consider information provided by the school **A**~~a~~nti-**B**~~b~~ullying **S**~~s~~pecialist and others, as appropriate, regarding the alleged incident; the findings from the investigation of the alleged incident; recommendations for consequences or services; and any programs instituted to reduce such incidents**, prior to rendering a determination**.

At the regularly scheduled Board meeting following its receipt of the report or following a hearing in executive session, the Board shall issue a decision, in writing, to affirm, reject, or modify the Superintendent's decision. The Board's decision may be appealed to the Commissioner of Education, in accordance with N.J.A.C. 6A:3, no later than ninety days after the issuance of the Board's decision.

A school administrator who receives a report of harassment, intimidation, or bullying and fails to initiate or conduct an investigation, or who should have known of an incident of harassment, intimidation, or bullying and fails to take sufficient action to minimize or eliminate the harassment, intimidation, or bullying, may be subject to disciplinary action.

The Board also requires the thorough investigation of complaints or reports of harassment, intimidation, or bullying, occurring on district school buses, at district school-sponsored functions, and off school grounds involving a student who attends an approved private school for students with disabilities. The investigation will be conducted by the Board's **A**~~a~~nti-**B**~~b~~ullying **S**~~s~~pecialist in consultation with the approved private school for students with disabilities.]

H. Responding to Harassment, Intimidation, or Bullying

The Board of Education authorizes the Principal of each school to define the range of ways in which school staff will respond once an incident of harassment, intimidation, or bullying is confirmed, and the Superintendent shall respond to confirmed harassment, intimidation, or bullying, according to the parameters described below and in this Policy. The Board recognizes

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that some acts of harassment, intimidation, or bullying may be isolated incidents requiring that the school officials respond appropriately to the individual(s) committing the acts. Other acts may be so serious or parts of a larger pattern of harassment, intimidation, or bullying that they require a response either at the classroom, school building, or school district levels or by law enforcement officials. Consequences and appropriate remedial actions for a student who commits an act of harassment, intimidation, or bullying may range from positive behavioral interventions up to and including suspension or expulsion, as permitted under N.J.S.A. 18A:37, Discipline of Pupils and as set forth in N.J.A.C. 6A:16-7.2, Short-term suspensions, N.J.A.C. 6A:16-7.3, Long-term suspensions, and N.J.A.C. 6A:16-7.4, Expulsions.

In considering whether a response beyond the individual is appropriate, school officials shall consider the nature and circumstances of the act; the degree of harm; the nature and severity of the behavior; past incidences or past or continuing patterns of behavior; and the context in which the alleged incident(s) occurred. Institutional (i.e., classroom, school building, school district) responses can range from school and community surveys, to mailings, to focus groups, to adoption of research-based harassment, intimidation, or bullying prevention program models, to training for certificated and non-certificated staff, to participation of parents and other community members and organizations, to small or large group presentations for fully addressing the actions and the school's response to the actions, in the context of the acceptable student and staff member behavior and the consequences of such actions, and to the involvement of law enforcement officers, including safe schools resource officers.

This Policy and the Code of Student Conduct shall apply to instances when a school employee is made aware of alleged harassment, intimidation, or bullying occurring off school grounds.

For every incident of harassment, intimidation, or bullying, the school officials must respond appropriately to the individual who committed the act. The range of responses to confirmed harassment, intimidation, or bullying acts should include individual, classroom, school, or district responses, as appropriate to the findings from each incident. Examples of responses that apply to each of these categories are provided below:

1. Individual responses can include positive behavioral interventions (e.g., peer mentoring, short-term counseling, life skills groups) and punitive actions (e.g., detention, in-school or out-of-school suspension, expulsion, law enforcement report or other legal action).

2. Classroom responses can include class discussions about an incident of harassment, intimidation, or bullying, role plays, research projects, observing and discussing audio-

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visual materials on these subjects, and skill-building lessons in courtesy, tolerance, assertiveness, and conflict management.

3. School responses can include theme days, learning station programs, parent programs, and information disseminated to students and parents, such as fact sheets or newsletters explaining acceptable uses of electronic and wireless communication devices~~, and harassment, intimidation, and bullying prevention curricula or campaigns~~ **or strategies for fostering expected student behavior**.

4. District-wide responses can include community involvement in policy review and development; professional development programs; adoption of curricula~~r~~ and school-wide programs**;**~~,~~ coordination with community-based organizations (e.g., mental health, health services, health facilities, law enforcement officials, faith-based organizations); and disseminating information on the core ethical values adopted by the Board's Code of Student Conduct, per N.J.A.C. 6A:16-7.1(a)2.

In providing support for victims of harassment, intimidation, or bullying, the district should identify a range of strategies and resources, which may include, but is not limited to, the following actions for individual victims:

- Counseling;
- Teacher Aides;
- Hallway and playground monitors;
- Schedule changes;
- Before and after school supervision;
- School transportation supervision;
- School transfers; and
- Therapy.

I. Reprisal or Retaliation

The Board of Education prohibits a Board member, school employee, contracted service provider who has contact with students, school volunteer, or student from engaging in reprisal, retaliation, or false accusation against a victim, witness, or any other person who has reliable information about an act of harassment, intimidation, or bullying or who reports an act of harassment, intimidation, or bullying. The consequence and appropriate remedial action for a person who engages in reprisal or retaliation shall be determined by the administrator after consideration of

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the nature, severity, and circumstances of the act, in accordance with case law, Federal and State statutes and regulations, and district policies and procedures.

J. False Accusations of Harassment, Intimidation, or Bullying

The Board of Education prohibits any person from falsely accusing another as a means of harassment, intimidation, or bullying.

1. Students - Consequences and appropriate remedial action for a student could range from positive behavioral interventions up to and including suspension or expulsion, as permitted under N.J.S.A. 18A:37-1, Discipline of Pupils and as set forth in N.J.A.C. 6A:16-7.2, Short-term suspensions, N.J.A.C. 6A:16-7.3, Long-term suspensions, and N.J.A.C. 6A:16-7.4, Expulsions;

2. School Employees - Consequences and appropriate remedial action for a school employee or contracted service provider who has contact with students could entail discipline in accordance with district policies, procedures, and agreements; and

3. Visitors or Volunteers - Consequences and appropriate remedial action for a visitor or volunteer could be determined by the school administrator after consideration of the nature, severity, and circumstances of the act, including law enforcement reports or other legal actions, removal of building~~s~~ or grounds privileges, or prohibiting contact with students or the provision of student services.

K. Additional Policy Requirements

The Board of Education requires the Superintendent to annually disseminate this Policy to all school employees, contracted service providers who have contact with students, school volunteers, students and parents who have children enrolled in a school in the school district, along with a statement explaining that this Policy applies to all acts of harassment, intimidation, or bullying, pursuant to N.J.S.A. 18A:37-14, that occur on school property, at school-sponsored functions or on a school bus and, as appropriate, acts that occur off school grounds.

The Superintendent shall post a link to this Policy that is prominently displayed on the home page of the school district's website. The Superintendent shall ensure that notice of this Policy appears in the student handbook and all other publications of the school district that set forth the comprehensive rules, procedures, and standards for schools within the school district.

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The Superintendent shall post the name, school phone number, school address and school email address of the district **A**~~a~~nti-**B**~~b~~ullying **C**~~c~~oordinator on the home page of the school district's website. Additionally, the Superintendent shall post the contact information for the School Climate State Coordinator on the school district home page alongside this Policy.

Each Principal or designee shall post the name, school phone number, school address, and school email address of both the school **A**~~a~~nti-**B**~~b~~ullying **S**~~s~~pecialist and the district **A**~~a~~nti-**B**~~b~~ullying **C**~~c~~oordinator on the home page of each school's website.

The Superintendent shall post the New Jersey Department of Education's Guidance for Parents on the Anti-Bullying Bill of Rights Act on the district homepage and on the homepage for each school in the district with a website.

The Superintendent and the Principals shall provide training on the school district's harassment, intimidation, or bullying policies to school employees contracted service providers and volunteers who have significant contact with students. The training shall include instruction on preventing bullying on the basis of the protected categories enumerated in N.J.S.A. 18A:37-14 and other distinguishing characteristics that may incite incidents of discrimination, harassment, intimidation, or bullying. The school district's employee training program shall include information regarding the school district policy against harassment, intimidation, or bullying, which shall be provided to full-time and part-time staff, contracted service providers and school volunteers who have significant contact with students.

The Superintendent shall develop and implement a process for annually discussing the school district policy on harassment, intimidation, or bullying with students. The Superintendent and the Principal(s) shall annually conduct a re-evaluation, reassessment, and review of this Policy and any report(s) and/or finding(s) of the **S**~~s~~chool **S**~~s~~afety/**S**~~s~~chool **C**~~c~~limate **T**~~t~~eam, with input from the school **A**~~a~~nti-**B**~~b~~ullying **S**~~s~~pecialist, and recommend revisions and additions to this Policy as well as to harassment, intimidation, or bullying prevention programs and approaches based on the findings from the evaluation, reassessment, and review.

L. Harassment, Intimidation, or Bullying Training and Prevention Programs

Each public school teacher and educational services professional shall be required to complete at least two hours of instruction **on** ~~in~~ harassment, intimidation, or bullying prevention within each five year professional development period as part of the professional development requirement

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pursuant to N.J.S.A. 18**A**:37-22.d. The required two hours of suicide prevention instruction shall include information on the risk of suicide and incidents of harassment, intimidation, or bullying and information on reducing the risk of suicide in students who are members of communities identified as having members at high risk of suicide.

Each newly elected or appointed Board member **shall** ~~must~~ complete, during the first year of the member's first term, a training program on harassment, intimidation, or bullying in accordance with the provisions of N.J.S.A. 18A:12-33.

A school leader shall complete school leader training that shall include information on the prevention of harassment, intimidation, or bullying as required in N.J.S.A. 18A:26-8.2.

The school district shall annually observe a "Week of Respect" beginning with the first Monday in October. In order to recognize the importance of character education, the school district **shall** ~~will~~ observe the week by providing age-appropriate instruction focusing on the prevention of harassment, intimidation, or bullying as defined in N.J.S.A. 18A:37-14. Throughout the school year the district **shall** ~~will~~ provide ongoing age-appropriate instruction on preventing harassment, intimidation, or bullying, in accordance with the New Jersey Student Learning Standards, pursuant to N.J.S.A. 18A:37-29.

The school district and each school in the district **shall** ~~will~~ annually establish, implement, document, and assess harassment, intimidation, or bullying prevention programs or approaches, and other initiatives in consultation with school staff, students, administrators, volunteers, parents, law enforcement, and community members. The programs or approaches and other initiatives shall be designed to create school-wide conditions to prevent and address harassment, intimidation, or bullying in accordance with the provisions of N.J.S.A. 18A:37-17.

M. Reports to Board of Education and New Jersey Department of Education

The Superintendent shall report two times each school year, between September 1 and January 1 and between January 1 and June 30 at a public hearing all acts of violence, vandalism, and harassment, intimidation, or bullying which occurred during the previous reporting period in accordance with the provisions of N.J.S.A. 18A:17-46. The information shall also be reported to the New Jersey Department of Education in accordance with N.J.S.A. 18A:17-46.

N. School and District Grading Requirements

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Each school and each district shall receive a grade for the purpose of assessing their efforts to implement policies and programs consistent with the provisions of N.J.S.A. 18**A**:37-13 et seq. The grade received by a school and the district shall be posted on the homepage of the school's website and the district's website in accordance with the provisions of N.J.S.A. 18A:17-46. A link to the report that was submitted by the Superintendent to the Department of Education shall also be available on the school district's website. This information shall be posted on the websites within ten days of receipt of the grade for each school and the district.

O. Reports to Law Enforcement

The Superintendent or designee and the Principal shall consult law enforcement, as appropriate, pursuant to the provisions of the Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials **(MOA)**, if the student's behavior may constitute a possible violation of the New Jersey Code of Criminal Justice.

Law enforcement officials may request a suspension or stay of the district's harassment, intimidation, or bullying investigation if the conduct is being investigated by law enforcement. If law enforcement officials request a suspension or stay of a harassment, intimidation, or bullying investigation, school officials will follow the provisions of the MOA regardless of where the district is in the harassment, intimidation, or bullying investigation timeline.

School officials will immediately memorialize the request, in writing, from law enforcement and advise the parent(s) of the alleged perpetrator(s) and alleged victim(s) of law enforcement's request. The notice to parents must include notice that the district is obligated under New Jersey's Law Against Discrimination to address student-on-student bias-based harassment and the statute of limitations for filing a complaint in the Division of Civil Rights will not be extended due to law enforcement's request.

If law enforcement has not affirmatively requested a stay or suspension of a harassment, intimidation, or bullying investigation, but the school district believes the action(s) involved may constitute a criminal offense(s), school officials will contact law enforcement to inquire as to whether law enforcement may want to investigate the matter.

Some acts of harassment, intimidation, or bullying may be bias-related acts and school officials must report to law enforcement officials any bias-related acts, in accordance with N.J.A.C. 6A:16-

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6.3.(e), and pursuant to the provisions of the **MOA** ~~Memorandum of Agreement Between Education and Law Enforcement Officials~~.

P. Collective Bargaining Agreements and Individual Contracts

Nothing in N.J.S.A. 18A:37-13.1 et seq. **shall** ~~may~~ be construed as affecting the provisions of any collective bargaining agreement or individual contract of employment in effect on the Anti-Bullying Bill of Rights Act's effective date (January 5, 2011)~~.~~ **pursuant to** N.J.S.A. 18A:37-30.

The Board of Education prohibits the employment of or contracting for school staff positions with individuals whose criminal history record check reveals a record of conviction for a crime of bias intimidation or conspiracy to commit or attempt to commit a crime of bias intimidation.

Q. Students with Disabilities

In the event that a student with a disability is party to an HIB investigation as the alleged perpetrator or alleged victim, the student's case manager will be consulted and may be present during the interview process in order to best support the student at the discretion of the building principal.

Nothing contained in N.J.S.A. 18A:37-13.1 et seq. **shall** ~~may~~ alter or reduce the rights of a student with a disability with regard to disciplinary actions or to general or special education services and supports~~.~~ **pursuant to** N.J.S.A. 18A:37-32.

The school district shall submit all subsequent amended Harassment, Intimidation, or Bullying Policies to the Executive County Superintendent of Schools within thirty days of Board adoption.

N.J.S.A. 18A:37-13 through 18A:37-37
N.J.A.C. 6A:16-7.1 through 6A:16-7.9
Model Policy and Guidance for Prohibiting Harassment, Intimidation, and Bullying on School Property, at School-Sponsored Functions and on School Buses – August 2022 – New Jersey Department of Education
A Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials – 2023 Revisions

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SECTION: STUDENTS
#: P 5516
USE OF ELECTRONIC COMMUNICATION ~~AND RECORDING~~ DEVICES ~~(ECRD) (M)~~

5516 USE OF ELECTRONIC COMMUNICATION ~~AND RECORDING~~ DEVICES ~~(ECRD) (M)~~

To support school environments in which students can fully engage with their classmates and their teachers, and to focus attention upon instruction, the Board of Education has determined the use of cell phones and other electronic communication devices by students for personal use during the school day and school activities should be limited.

As used in this Policy, "electronic communication device" includes any device with the capability to audio or video record and/or is capable of receiving or transmitting any type of communication with others. An electronic communication device includes, but is not limited to, any type of cameras; cellular and wireless telephones; pagers/beepers; laptop computers; watches; electronic readers; two-way radios; any audio or video broadcasting devices; ear buds; tablets; headphones; and any other device that allows a person to audio and/or video record and/or transmit, in either a real time or a delayed basis, video or still images, text, audio recordings; or other information.

The Board adopts Regulation 5516 and this Policy to address student use of an electronic communication device for personal use on school grounds during the school day, to also include, but not be limited to: during before and after school programs; during any co-curricular activity; and on a school bus.

Nothing in Regulation 5516 and this Policy shall prohibit a student from using an electronic communication device for a purpose documented in a classified student's Individualized Education Plan (IEP) or a plan developed under Section 504 of the "Rehabilitation Act of 1973," 29 USC 794. A student may use an electronic communication device to monitor or address a health condition with prior permission from the Principal, in consultation with the school nurse to be documented in the student's Individual Health Plan.

In addition, the Board believes students and/or school staff members should not be subject to having any type of recording taken of any student(s) or school staff member(s) for any purpose without the consent of the student and the student's parent or the school staff member. In addition to protecting the privacy rights of students and school staff members, the Board recognizes such recordings can be disruptive to the educational program. Inappropriate recordings of educational material, student assessment instruments, and/or student assessment reviews can be used to compromise the integrity of the district's educational program or lead to academic dishonesty in the event such recordings are stored and/or transmitted to other students.

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POLICY

SECTION: STUDENTS
#: P 5516
USE OF ELECTRONIC COMMUNICATION ~~AND RECORDING~~ DEVICES ~~(ECRD) (M)~~

~~The Board of Education believes students and/or school staff members should not be subject to having a video or audio recording taken of any student(s) or school staff member(s) for any purpose without the consent of the student, the student's parent and/or the school staff member. In addition to protecting the privacy rights of students and school staff members, the Board recognizes such recordings can be disruptive to the educational program. In addition, inappropriate recordings of educational material, student assessment instruments, and/or student assessment reviews can be used to compromise the integrity of the district's educational program or lead to academic dishonesty in the event such recordings are stored and/or transmitted to other students. Therefore, the Board of Education adopts this Policy regarding student use of electronic communication and recording devices.~~

~~"Electronic communication and recording device (ECRD)" includes any device with the capability to audio or video record or is capable of receiving or transmitting any type of communication between persons. An ECRD includes, but is not limited to, cameras, cellular and wireless telephones, pagers/beepers, laptop computers, electronic readers, personal digital assistants (PDAs), two-way radios, portable fax machines, video broadcasting devices, and any other device that allows a person to record and/or transmit, on either a real time or delayed basis, sound, video, or still images, text, or other information.~~

~~A student is not permitted to have turned on or use an ECRD on school grounds during the school day or when the student is participating in a curricular or school-sponsored co-curricular activity. A student's personal ECRD may only be used on school grounds in an emergency situation or before and after the school day or with the permission of a school staff member supervising the student in a curricular or school-sponsored co-curricular activity. Any audio and/or video recording by a student using their personal ECRD with permission of a school staff member while participating in a curricular or school-sponsored activity where other students or staff members are present shall require the permission for such recording from any other student and their parents and/or staff members whose voice or image is to be recorded. This Policy is not intended to prohibit appropriate use of electronic devices for authorized or approved official curricular or school-sponsored co-curricular activities such as yearbook photographs, staff member/teacher-directed and approved activities, classroom presentations, and athletic events, and drama production filming. A student authorized or approved to use an ECRD may not use an ECRD to access internet sites or view information or internet-based material that is inappropriate or would be blocked from student access by the school district's acceptable use of computers and networks policy. Nothing in this Policy is intended to prevent a student from using their~~

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~~personal ECRD and recording school-sponsored co-curricular activities as a non-participant when the activity is open to the general public.]~~

~~For the purposes of this policy, "school grounds" means and includes land, portions of land, structures, buildings, and structures that support these buildings, including, but not limited to, administrative buildings, kitchens, maintenance shops, and garages. "School grounds" also includes other facilities as defined in N.J.A.C. 6A:26-1.2, playgrounds, and other recreational places owned by the local municipalities, private entities, or other individuals during those times when the school district has exclusive use of a portion of such land.~~

~~An ECRD used in violation of this Policy will be confiscated by a school staff member or Principal or designee and the student will be subject to appropriate disciplinary action.~~

~~A student shall not knowingly bring or possess any remotely activated paging device on any school grounds, including on a school bus or at a school-sponsored function, at any time and regardless of whether school is in session or other persons are present without the express written permission of the Principal. The student must submit a written request and establish to the satisfaction of the Principal a reasonable basis for the possession of the device. The written request must include the purpose for the student possessing and/or bringing the device on school property and the date or dates in which the student requests to possess and/or bring the device on school property. The written request must also include the date in which the student will no longer need to bring and/or possess the device on school property.~~

~~The Principal, upon reviewing the request from the student, will make a determination. The determination will be in writing and if approved, written permission for the student to bring and/or possess a remotely activating paging device will be provided to the student. Permission will only be provided for the school year.~~

~~The student must submit a new request if the time in which permission is given to bring and/or possess a device expires. The student that is granted permission to possess and/or bring the device must be in the possession of the device at all times. The Principal or designee shall immediately notify the Superintendent of Schools and the appropriate criminal justice or juvenile justice agency if a student brings or possesses a remotely activated paging device in violation of N.J.S.A. 2C:33-19 and this Policy.~~

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~~A student who is an active member in good standing of a volunteer fire company, first aid, ambulance or rescue squad may bring or possess a remotely activated paging device on school property only if the student is required to respond to an emergency and the student provides a statement to the Principal from the chief executive officer of the volunteer fire company, first aid, ambulance or rescue squad authorizing the possession of the device by the student at all times and that the student is required to respond to an emergency.~~

~~The Principal or designee will confiscate the remotely activated paging device, take appropriate disciplinary action and shall immediately notify the Superintendent of Schools and the appropriate criminal justice or juvenile justice agency if a student brings or possesses a remotely activated paging device in violation of N.J.S.A. 2C:33-19 and this Policy.~~

~~N.J.S.A. 2C:33-19~~

Adopted: 14 October 2013
Revised: 27 June 2016
Revised: TBD

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REGULATION

SECTION: STUDENTS
#: R 5516
USE OF ELECTRONIC COMMUNICATION DEVICES

R 5516 USE OF ELECTRONIC COMMUNICATION DEVICES

The following provisions govern student use of electronic communication devices on school grounds.

A. Use of Electronic Communication Devices

1. **Students are prohibited from using an electronic communication device anywhere on school grounds during the school day.**

2. **Under no circumstances is a student permitted to use an electronic communication device to communicate or take videos or photographs in a restroom, locker room, shower area, or any other area where any person is removing or changing clothes and/or in any other area or location where a person has a reasonable expectation of privacy. Student use of an electronic communication device for communicating or recording is also subject to the provisions of Policy 5516 and this Regulation.**

3. **Students are encouraged not to bring electronic communication devices to school. If a student chooses to bring an electronic communication device(s) to school, the device(s) shall be turned off by the student and passcode protected to prevent any unauthorized use of the device. The electronic communication device shall remain in the student's backpack/book bag or locker during the school day when its use is not authorized in accordance with Policy 5516 and this Regulation.**

   A classroom or other instructional space may have a designated location where students are required to turn off, ensure the electronic communication device is passcode protected, and store the electronic communication device until the student leaves the classroom or other instructional space.

4. **If a student brings an electronic communication device to school, the student assumes the risk of damage, theft, or loss of the electronic communication device. The school district is not responsible for lost, stolen, or damaged devices.**

5. **A student may only use their personal electronic communication device during the school day with the permission of a school staff member supervising the specific activity that is to be recorded. Any audio/video recording by a student using their personal electronic communication device with permission of a school staff member while participating in a curricular or school-sponsored activity where other students**

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or staff members are present shall require the permission for such recording from any other student and their parent(s) and/or staff members whose voice or image is to be recorded. A student authorized or approved to use their personal electronic communication device may not use their device to access internet sites or view information on internet-based material that is inappropriate or would be blocked from student access by the school district's acceptable use of computers and networks policy.

6. **If a student needs to be in contact with their parent(s) during a time the student is not permitted to use an electronic device, the student shall request permission from a teaching staff member to go to the main office to use the school phone. If a parent(s) needs to be in contact with their student for an emergency, the parent(s) shall contact the main office.**

B. Discipline

In the event that the unauthorized use of an electronic device by a student has occurred during the school day, the student will be subject to disciplinary measures in accordance with district Policy and Regulation 5600 – Student Discipline/Code of Conduct.

Adopted: TBD

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5561 USE OF PHYSICAL RESTRAINT AND SECLUSION TECHNIQUES FOR STUDENTS WITH DISABILITIES (M)

The Board of Education strives to provide a safe, caring atmosphere that supports all students in the least restrictive environment. On occasion, during an emergency, a situation may arise making it necessary to temporarily restrain or seclude a student with a disability in accordance with N.J.S.A. 18A:46-13.4**.** through 13.7.

A school district, an educational services commission, or an approved private school for students with disabilities (APSSD) that utilizes physical restraint on students with disabilities shall ensure that:

1. Physical restraint is used only in an emergency in which the student is exhibiting behavior that places the student or others in immediate physical danger;

2. A student is not restrained in the prone position, unless the student's primary care physician authorizes, in writing, the use of this restraint technique;

3. Staff members who are involved in the restraint of a student receive training in safe techniques for physical restraint from an entity determined by the Board ~~of Education~~ to be qualified to provide such training, and that the training is updated at least annually;

4. The parent of a student is immediately notified when physical restraint is used on the student. This notification may be by telephone or electronic communication. A post-incident written notification report of the incident of physical restraint shall be provided to the parent within forty-eight hours of the occurrence of the incident;

5. Each incident in which physical restraint is used is carefully and continuously visually monitored to ensure it was used in accordance with established procedures set forth in **this** Policy and Regulation 5561 ~~– Use of Physical Restraint and Seclusion Techniques for Students with Disabilities~~, developed in conjunction with the entity that trains staff in safe techniques for physical restraint, in order to protect the safety of the child and others; and

6. Each incident in which physical restraint is used is documented in writing in sufficient detail to enable staff to use this information to develop or improve the behavior intervention plan at the next individualized education plan (IEP) meeting.

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POLICY

SECTION: STUDENTS
#: P 5561
USE OF PHYSICAL RESTRAINT AND SECLUSION TECHNIQUES FOR STUDENTS WITH DISABILITIES (M)

A school district, an educational services commission, and an APSSD shall attempt to minimize the use of physical restraints through inclusion of positive behavior supports in the student's behavior intervention plans developed by the IEP team.

A school district, an educational services commission, or an APSSD that utilizes seclusion techniques on students with disabilities shall ensure that:

1. A seclusion technique is used on a student with disabilities only in an emergency in which the student is exhibiting behavior that places the student or others in immediate physical danger;

2. Each incident in which a seclusion technique is used is carefully and continuously visually monitored to ensure it was used in accordance with established procedures set forth in **this** Policy and Regulation 5561 ~~Use of Physical Restraint and Seclusion Techniques for Students with Disabilities~~, developed in conjunction with the entity that trains staff in safe techniques for physical restraint, in order to protect the safety of the child and others; and

3. Each incident in which a seclusion technique is used is documented in writing in sufficient detail to enable the staff to use this information to develop or improve the behavior intervention plan at the next IEP meeting.

A school district, an educational services commission, and an APSSD shall attempt to minimize the use of seclusion techniques through inclusion of positive behavior supports in the student's behavior intervention plans developed by the IEP team.

The New Jersey Department of Education shall establish guidelines for school districts, educational services commissions, and APSSDs to ensure a review process is in place to examine the use of physical restraints or seclusion techniques in emergency situations, and for the repeated use of these methods for an individual child, within the same classroom, or by a single individual. The review process shall include educational, clinical, and administrative personnel. Pursuant to the review process the student's IEP team may, as deemed appropriate, determine to revise the behavior intervention plan or classroom supports, and a school district, educational services commission, or APSSD may determine to revise a staff member's professional development plan pursuant **to** N.J.S.A. 18A:46-13.7.

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SECTION: STUDENTS
#: P 5561
USE OF PHYSICAL RESTRAINT AND SECLUSION TECHNIQUES FOR STUDENTS WITH DISABILITIES (M)

The Superintendent or designee may gather input from school staff members and parents of students with disabilities on this Policy and Regulation **5561**. All students with disabilities and their parents shall be afforded the procedural safeguards provided by the Individuals with Disabilities Education Act (IDEA).

The Superintendent or designee shall report all incidents of restraint and seclusion through the Student Safety Data System (SSDS). The Superintendent or designee shall annually inform parents of students with disabilities about **this** ~~the Board's~~ Policy **and Regulation 5561** regarding restraint and seclusion.

N.J.S.A. 18A:46-13.4.; 18A:46-13.5.; 18A:46-13.6.; 18A:46-13.7.
New Jersey Department of Education Restraint and Seclusion Guidance for Students with Disabilities – July 10, 2018

Adopted: 14 October 2013
Revised: 23 July 2018
Revised: 17 September 2018
Revised: TBD

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POLICY

SECTION: FINANCES
#: P 6112
REIMBURSEMENT OF FEDERAL AND OTHER GRANT EXPENDITURES (M)

6612 REIMBURSEMENT OF FEDERAL AND OTHER GRANT EXPENDITURES (M)

The Cash Management Improvement Act (CMIA) and related Federal regulations require a State to minimize the time elapsing between the transfer of funds from the United States Treasury and the expenditure of funds for program purposes. This requirement applies to grantees such as the State of New Jersey and their subgrantees, such as a school district. The State of New Jersey and school districts must assure funds have been, or will be, spent within a minimal amount of time after having been drawn from the Federal government.

In accordance with this requirement, the New Jersey Department of Education (NJDOE) has implemented a reimbursement request system of payment. The procedures as outlined in the **NJDOE** ~~New Jersey Department of Education~~ Policies and Procedures for Reimbursement of Federal and Other Grant Expenditures shall be followed by school districts in submitting reimbursement requests. Reimbursement requests for entitlement grant awards under the Every Student Succeeds Act (ESSA), the Individuals with Disabilities Education Act (IDEA), the Strengthening Career and Technical Education for the 21st Century Act, and any other program designated by the NJDOE shall be made using the NJDOE's Electronic Web-Enabled Grant (EWEG) System.

Reimbursement requests by the School Business Administrator/Board Secretary or designee shall be made for individual titles and awards using the payment functionality of the EWEG system. Only one reimbursement request per month may be submitted for an individual title, award, or subgrant. Reimbursement requests may only be for expenditures that have already occurred or will occur within three business days of receipt of funds.

The submission of a reimbursement request constitutes a certification by the School Business Administrator/Board Secretary that the school district has previously made the appropriate expenditures and/or will make the expenditures within three business days of receipt of funds and that the expenditures are allowable and appropriate to the cost objective(s) of the subgrant.

The Superintendent or designee is responsible for submitting an amendment application to the NJDOE for approval if a new budget category for which no funds were previously budgeted or approved has been created. The Superintendent or designee is responsible for submitting an amendment application to the NJDOE for approval if cumulative transfers among expenditure categories exceed ten percent of the total award. The Superintendent or designee is responsible for monitoring the cumulative ten percent level of fiscal change.

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SECTION: FINANCES
#: P 6112
REIMBURSEMENT OF FEDERAL AND OTHER GRANT EXPENDITURES (M)

Reimbursement requests must be in accordance with approved grant applications. A reimbursement request may be submitted at any time after the subgrant has received final NJDOE approval. Reimbursement requests submitted at least ten business days before the end of the month but no later than the fifteenth day of the month will be reviewed and, if approved, processed for payment the first business day of the following month. School districts will normally receive payment by the fifth business day of the month and will be able to track the grant's payment history in EWEG through the payments link of the grant application.

Reimbursement requests must contain a brief description of the expenditures for which reimbursement is being requested. Individual line items need not be detailed. Expenditures must be supported by documentation at the school district level but should not be submitted to the NJDOE with a reimbursement request. The Superintendent or designee is responsible to maintain supporting documentation for seven years and for making it available to the NJDOE, the United States Department of Education, and/or their authorized representatives upon request. Documentation for salary expenditures is subject to the requirements of the Federal Uniform Grant Guidance. Documentation for all other expenditures must include evidence that the expenditures are allowable costs and of the relationship of the expenditure to the subgrant's cost objectives.

The NJDOE staff will review reimbursement requests to determine that they meet the subgrant's criteria. When a reimbursement request is approved or denied, the school district will receive an email notification through the EWEG system. Approval of a reimbursement request by NJDOE does not imply approval of the expenditures as allowable or appropriate to the subgrant's cost objectives as the approval of expenditures will continue to be processed through the final report.

The School Business Administrator/Board Secretary or designee assumes responsibility for assuring that all funds requested through the EWEG system either have already been expended, or will be expended within three business days of receipt of funds.

New Jersey Department of Education Policies and Procedures for Reimbursement of Federal and Other Grant Expenditures – **January 2023** ~~March 2014~~

Adopted 14 October 2013
Revised: 18 November 2019
Revised: 23 May 2023

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SECTION: FINANCES
#: P 6112
REIMBURSEMENT OF FEDERAL AND OTHER GRANT EXPENDITURES (M)

Revised: **TBD**

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REGULATION

SECTION: FINANCES
#: R 6115.01
FEDERAL AWARDS/FUNDS INTERNAL CONTROLS – ALLOWABILITY OF COSTS (M)

R 6115.01 FEDERAL AWARDS/FUNDS INTERNAL CONTROLS – ALLOWABILITY OF COSTS (M)

~~A. In addition to the procedures used to determine the allowability of costs in accordance with 2 CFR §200.403 as outlined in Policy 6115.01 and this Regulation, the following procedures will be completed by the school district for Federal awards:~~

~~1. The Superintendent of Schools will designate a grant administrator for each Federal program in the district and Federal program the Board of Education submits an application for funding.~~

~~2. The grant administrator shall complete the following responsibilities for a Federal grant submission:~~

~~a. Complete the grant application for approval by the Superintendent and the Board of Education;~~

~~b. Collaborate with the School Business Administrator/Board Secretary or designee to develop the budget to include all applicable costs;~~

~~c. Ensure all costs included on the grant application are allowable costs in accordance with 2 CFR §200.403; and~~

~~d. Work with the School Business Administrator/Board Secretary to ensure costs meet the general criteria in order to be allowable under Federal awards as outlined in Policy 6115.01 and 2 CFR §200.403.~~

~~3. Upon approval and funding of the Federal grant program, the grant administrator will:~~

~~a. Provide professional development and training to all school staff members working in the Federal program and any additional school staff members the grant administrator determines should be provided the professional development and training to ensure all staff members are providing the services approved and required by the grant;~~

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~~b. Monitor the Federal grant program to ensure the program is being administered in accordance with the requirements of the grant; and~~

~~c. Oversee the program's expenditures to ensure the grant funds are budgeted and expended in accordance with the grant application and approval.~~

~~4. Upon completion of the Federal grant program, the grant administrator will work with the School Business Administrator/Board Secretary or designee to complete any close-out and final reports as required by the Federal grant.~~

Expenditures must be aligned with approved budgeted items. Any changes or variations from the State-approved budget and grant application need prior approval from the State.

A. Delegation of Responsibility

When determining how the school district will spend its grant funds, the School Business Administrator/Board Secretary, will review the proposed cost to determine whether it is an allowable use of Federal grant funds before obligating and spending those funds on the proposed good or service.

B. Allowability Determinations

1. All costs supported by Federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part 200, Subpart E, which are listed below. The School Business Administrator/Board Secretary, must consider these factors when making an allowability determination. A section entitled, Helpful Questions for Determining Whether Costs are Allowable, is located at the end of this Regulation.

2 CFR Part 200 sets forth general cost guidelines that must be considered, as well as rules for specific types of items, both of which must be considered when determining whether a cost is an allowable expenditure of Federal funds. The expenditure must also be allowable under the applicable program statute (e.g., Title I of the Elementary and Secondary Education Act (ESEA), or the Carl D. Perkins Career and Technical Education Act (Perkins)), along with accompanying program regulations, nonregulatory guidance and grant award notifications.

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Restrictions in State and local rules or policy also must be considered. For example, travel and other job-related expenses incurred by employees are not allowable unless they also are in compliance with Policy and Regulation 6471 and related administrative regulations.

Whichever allowability requirements are stricter will govern whether a cost is allowable. General allowability determination factors include the following:

a. Be Necessary and Reasonable for the performance of the Federal award. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. For example, "reasonable" means that sound business practices were followed, and purchases were comparable to market prices.

When determining reasonableness of a cost, consideration must be given to:

(1) Whether the cost is a type generally recognized as ordinary and necessary for the operation of the district or the proper and efficient performance of the Federal award.

(2) The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; Federal, State and other laws and regulations; and terms and conditions of the Federal award.

(3) Market prices for comparable goods or services for the geographic area.

(4) Whether the individual incurring the cost acted with prudence in the circumstances considering responsibilities to the district, its employees, its students, the public at large, and the Federal government.

(5) Whether the district significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the Federal award's cost. (2 CFR 200.404)

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Whether a cost is "necessary" will be determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the district can demonstrate that the cost addresses an existing need, and can prove it. For example, the school entity may deem a language skills software program necessary for a limited English proficiency program.

When determining whether a cost is necessary, consideration may be given to:

(1) Whether the cost is needed for the proper and efficient performance of the Federal award program.

(2) Whether the cost is identified in the approved budget or application.

(3) Whether there is an educational benefit associated with the cost.

(4) Whether the cost aligns with identified needs based on results and findings from a needs assessment.

(5) Whether the cost addresses program goals and objectives and is based on program data.

b. Allocable to the Federal award. A cost is allocable to the Federal award if the goods or services involved are chargeable or assignable to the Federal award in accordance with the relative benefit received. This means that the Federal grant program derived a benefit in proportion to the funds charged to the program. (2 CFR 200.405) For example, if fifty percent of a teacher's salary is paid with grant funds, then that teacher must spend at least fifty percent of their time on the grant program.

c. Consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the school entity.

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d. Conform to any limitations or exclusions set forth as cost principles in 2 CFR Part 200 or in the terms and conditions of the Federal award.

e. Consistent treatment. A cost cannot be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been assigned as an indirect cost under another award.

f. Adequately documented. All expenditures must be properly documented.

g. Be calculated in accordance with generally accepted accounting principles (GAAP), unless provided otherwise in 2 CFR Part 200.

h. Not included as a match or cost-share, unless the specific Federal program authorizes Federal costs to be treated as such. Some Federal program statutes require the non-Federal entity to contribute a certain amount of non-Federal resources to be eligible for the Federal program.

i. Be the net of all applicable credits. The term "applicable credits" refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the Federal award. Typical examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the State relate to the Federal award, they shall be credited to the Federal award, either as a cost reduction or a cash refund, as appropriate. (2 CFR 200.406)

C. Selected Items of Cost

2 CFR 200, Subpart E, sets forth principles to be applied in establishing the allowability of fifty-five specific cost items (commonly referred to as Selected Items of Cost), at 2 CFR 200.420 through 200.475. These specific cost items are listed in the chart below along with the citation to the section of Subpart E addressing the allowability of that item. These principles are in addition to the other general allowability standards, and apply whether or not a particular item of cost is properly treated as direct cost or indirect (Facilities and Administration) cost. Meeting the specific criteria for a listed item does not by itself mean the cost is allowable, as it may be unallowable under other standards or for other reasons,

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such as restrictions contained in the terms and conditions of a particular grant or restrictions established by the State or in Board policy. If an item is unallowable for any of these reasons, Federal funds cannot be used to purchase it.

School district personnel responsible for spending Federal grant funds and for determining allowability must be familiar with and refer to the 2 CFR Part 200 selected items of cost section. These rules must be followed when charging these specific expenditures to a Federal grant. When applicable, employees must check costs against the selected items of cost requirements to ensure the cost is allowable, and also check State, district and program-specific rules.

The selected item of cost addressed in 2 CFR Part 200 includes the following:

Item of Cost	Citation of Allowability Rule
Advertising and public relations costs	2 CFR 200.421
Advisory councils	2 CFR 200.422
Alcoholic beverages	2 CFR 200.423
Alumni/ae activities	2 CFR 200.424
Audit services	2 CFR 200.425
Bad debts	2 CFR 200.426
Bonding costs	2 CFR 200.427
Collection of improper payments	2 CFR 200.428
Commencement and convocation costs	2 CFR 200.429
Compensation – personal services	2 CFR 200.430
Compensation – fringe benefits	2 CFR 200.431
Conferences	2 CFR 200.432
Contingency provisions	2 CFR 200.433
Contributions and donations	2 CFR 200.434
Defense and prosecution of criminal and civil proceedings, claims, appeals, and patent infringements	2 CFR 200.435

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Depreciation	**2 CFR 200.436**
Employee health and welfare costs	**2 CFR 200.437**
Entertainment costs	**2 CFR 200.438**
Equipment and other capital expenditures	**2 CFR 200.439**
Exchange rates	**2 CFR 200.440**
Fines, penalties, damages, and other settlements	**2 CFR 200.441**
Fund raising and investment management costs	**2 CFR 200.442**
Gains and losses on disposition of depreciable assets	**2 CFR 200.443**
General costs of government	**2 CFR 200.444**
Goods and services for personal use	**2 CFR 200.445**
Idle facilities and idle capacity	**2 CFR 200.446**
Insurance and indemnification	**2 CFR 200.447**
Intellectual property	**2 CFR 200.448**
Interest	**2 CFR 200.449**
Lobbying	**2 CFR 200.450**
Losses on other awards or contracts	**2 CFR 200.451**
Maintenance and repairs costs	**2 CFR 200.452**
Materials and supplies costs, including costs of computing devices	**2 CFR 200.453**
Memberships, subscriptions, and professional activity costs	**2 CFR 200.454**
Organization costs	**2 CFR 200.455**
Participant support costs	**2 CFR 200.456**
Plant and security costs	**2 CFR 200.457**
Pre-award costs	**2 CFR 200.458**
Professional services costs	**2 CFR 200.459**
Proposal costs	**2 CFR 200.460**
Publication and printing costs	**2 CFR 200.461**
Rearrangement and reconversion costs	**2 CFR 200.462**
Recruiting costs	**2 CFR 200.463**

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Relocation costs of employees	**2 CFR 200.464**
Rental costs of real property and equipment	**2 CFR 200.465**
Scholarships and student aid costs	**2 CFR 200.466**
Selling and marketing costs	**2 CFR 200.467**
Specialized service facilities	**2 CFR 200.468**
Student activity costs	**2 CFR 200.469**
Taxes (including Value Added Tax)	**2 CFR 200.470**
Termination costs	**2 CFR 200.471**
Training and education costs	**2 CFR 200.472**
Transportation costs	**2 CFR 200.473**
Travel costs	**2 CFR 200.474**
Trustees	**2 CFR 200.475**

D. Helpful Questions for Determining Whether Costs are Allowable

1. In addition to applying the cost principles and standards described above, district staff involved in expending Federal funds should ask the following questions when assessing the allowability of a particular cost:

a. Is the proposed cost allowable under the relevant program?

b. Is the proposed cost consistent with an approved program plan and budget?

c. Is the proposed cost consistent with program specific fiscal rules? For example, the school entity may be required to use Federal funds only to supplement the amount of funds available from non-Federal (and possibly other Federal) sources, or only as a match for funds from non-Federal sources.

d. Is the proposed cost consistent with EDGAR?

e. Is the proposed cost consistent with specific conditions imposed on the grant (if applicable)?

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f. Is the proposed cost consistent with the underlying needs of the program? For example, program funds must benefit the appropriate population of students for which they are allocated. This means that, for instance, funds allocated under Title III of the Elementary and Secondary Education Act (ESEA) governing language instruction programs for Limited English Proficient (LEP) students must only be spent on LEP students and cannot be used to benefit non-LEP students.

g. Will the cost be targeted at addressing specific areas of weakness that are the focus of the program, as indicated by available data?

Any questions related to specific costs should be forwarded to the School Business Administrator/Board Secretary, who shall consult with the school solicitor for clarification as appropriate.

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POLICY

6615.02 FEDERAL AWARDS/FUNDS INTERNAL CONTROLS – MANDATORY DISCLOSURES (M)

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (UGG), 2 CFR §200.113 – Mandatory disclosures requires a non-Federal entity or applicant (a New Jersey Board of Education) for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or to the New Jersey Department of Education **(NJDOE)** all violations of Federal criminal law involving fraud, **conflict of interests,** bribery, or gratuity violations potentially affecting the Federal award.

If the Board of Education receives a Federal award including the terms and conditions outlined below as per 2 CFR §200 – Appendix XII – Award Term and Condition for Recipient Integrity and Performance Matters shall report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM). Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 – Remedies for noncompliance, including suspension or debarment. (See also 2 CFR §180, 31 USC 3321, and 41 USC 2313)

A. General Reporting Requirement

1. If the total value of all Board ~~of Education~~ currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then the Superintendent or designee, on behalf of the Board ~~of Education~~ as the recipient during that period of time, must maintain the currency of information reported to the SAM that is made available in the designated integrity and performance system about civil, criminal, or administrative proceedings described in B. below.

2. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 USC 2313).

3. As required by section 3010 of Public Law 111-212, all information posted in designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

POLICY

4. The Superintendent or designee must disclose, in writing, any potential conflict of interest to the Federal agency or pass-through entity in accordance with the established Federal agency policies.

B. Proceedings About Which the Board ~~of Education~~ Must Report

1. The Superintendent or designee must disclose**, in writing,** to the Federal awarding agency or to the **NJDOE** ~~New Jersey Department of Education~~ information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal **g**~~G~~overnment;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in E. below;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in E. below, that resulted in a finding of fault and liability and the payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(a) It could have led to an outcome described in B.1.c.(1), (2), or (3) above of this award term and condition;

(b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the school district's part; and

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(c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

1. The Superintendent or designee shall enter in the SAM Entity Management area the information that the SAM requires about each proceeding described in B. above.

2. The Superintendent or designee does not need to submit the information a second time under assistance awards the Board ~~of Education~~ received if the Superintendent or designee already provided the information through the SAM because the Board ~~of Education~~ was required to do so under Federal procurement contracts the Board ~~of Education~~ was awarded.

D. Reporting Frequency

1. During any period of time when the Board ~~of Education~~ is subject to the requirement in A. above, the Superintendent or designee must report proceedings information through the SAM for the most recent five-year period, either to report new information about any proceeding(s) the Board ~~of Education~~ has not reported previously or affirm that there is no new information to report.

2. If the Board ~~of Education~~ has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, the Board ~~of Education~~ must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

1. For **the** purpose~~s~~ of this Policy:

a. "Administrative proceeding" for the purpose~~s~~ of 2 CFR ~~§~~200 – Appendix XII and this Policy means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability. This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or

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grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. "Conviction" for the purpose~~s~~ of 2 CFR ~~§~~200 – Appendix XII and this Policy, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes:

(1) Only the Federal share of the funding under any Federal award with a Board ~~of Education~~ cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

2 CFR ~~§~~200.113; **200.212**

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POLICY

SECTION: FINANCES
#: P 6331
CONTRACTS FOR GOODS OR SERVICES FUNDED BY FEDERAL GRANTS

6311 CONTRACTS FOR GOODS OR SERVICES FUNDED BY FEDERAL GRANTS

Any vendor providing goods or services to the school district to be funded by a Federal grant must be cleared for contract in accordance with the provisions of the Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards (UGG), 2 CFR §200.214~~3~~ – Suspension and Debarment.

The School Business Administrator/Board Secretary shall be responsible to check the web-based System for Award Management (SAM), accessible at www.sam.gov maintained by the United States government – the General Services Administration (GSA). The purpose of the SAM is to provide a single comprehensive list of individuals and firms excluded by Federal government agencies from receiving Federal contracts or Federally approved contracts or Federally approved subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits.

The School Business Administrator/Board Secretary, upon opening of bids or upon receipt of proposals for goods or services to be funded by a Federal grant shall access the SAM to determine if the vendor has been disbarred, suspended, or proposed for disbarment. The School Business Administrator/Board Secretary shall also access the SAM list immediately prior to the award of a bid or contract to ensure that no award is made to a vendor on the list.

In the event a vendor under consideration to be awarded a bid or contract for goods or services to be funded by a Federal grant is on the SAM list or proposed for disbarment, the School Business Administrator/Board Secretary shall comply with the contracting restrictions as outlined in 2 CFR §200.

Continuation of current contracts and restrictions on subcontracting with vendors who are on the SAM list or proposed for disbarment shall be in accordance with the limitations as outlined in 2 CFR §200.

Any rejection of a bid or disqualification of a vendor who has been disbarred, suspended, or proposed for disbarment shall be consistent with the requirements as outlined in N.J.S.A. 18A:18A – Public School Contracts Law and all applicable State laws.

The applicability of the provisions of this Policy apply to covered transactions as defined in 2 CFR §3485.220. A covered transaction is any contract that is awarded by the Board of Education that is covered under 2 CFR §180.210 and the amount of the contract is expected to equal or exceed $25,000, unless the Board chooses a lower threshold.

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POLICY

SECTION: FINANCES
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Compliance with the provisions of 2 CFR §200 and this Policy must be demonstrated by written evidence to be maintained by the School Business Administrator/Board Secretary. Examples of evidence include printouts of searches from the SAM, imprints from an ink stamp, or Avery or similar labels affixed to purchase orders memorializing performance of this verification.

2 CFR §200
2 CFR §3485.220
2 CFR §180.210

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