Mountain Lakes Board of Education
Bills And Claims Report By Vendor Name

va_bill5.032923
05/01/2026

Vendor # / Name / PO #	Account # / Description	Inv #	Check Type *	Check Description or Multi Remit To Check Name	Check # Check Amount
Pending Payments					
AC & R INC./ 4221					
26-1584	60-910-310-500-DW- -/ CAFE-OTHER SERVICES	35699	CF	CAFE-OTHER SERVICES	181.25
ACCESS/ 6086					
26-0397	11-000-251-500-AD- -/ MISCELLANEOUS PURCHASED	12203353	CF	MISCELLANEOUS PURCHASED	1,334.71
AMAZON CAPITAL SERVICES, INC./ 7036					
26-1534	11-190-100-610-BC-0240A-/ REG PROG UND-SUPPLIES	114-7426508-8914653	CF	REG PROG UND-SUPPLIES	26.99
ARROW ELEVATOR INC./ 5261					
26-0087	11-000-261-420-DW-0750 -/ REQ MAINT-CLN/REPAIR/MNT	127910	CF	REQ MAINT-CLN/REPAIR/MNT	455.00
ATC SERVICES, INC./ 3949					
26-1521	11-000-261-420-DW-0750 -/ REQ MAINT-CLN/REPAIR/MNT	ST5609	CF	REQ MAINT-CLN/REPAIR/MNT	820.00
BARBARA C. MILLER P.T., P.A./ 9528					
26-1545	11-000-213-330-CS-0431A-/ HEALTH-OTH PUR PROF SERV	MAY 31ST 2026	CF	HEALTH-OTH PUR PROF SERV	940.00
BEACON ATHLETICS LLC/ 9127					
26-1426	11-402-100-610-HS-1020A-54/ ATHLETICS-SUPPLIES	0634011-IN	CF	ATHLETICS-SUPPLIES	1,605.00
BERKSHIRE TRANSPORTATION CORP./ 9231					
26-0552	11-000-270-512-LD- -/ TRANSP-CONTR OTH H/S	1788 TCNJ TRIP	CF	TRANSP-CONTR OTH H/S	725.00
	11-000-270-512-LD- -/ TRANSP-CONTR OTH H/S	05-28-2026	CF	TRANSP-CONTR OTH H/S	6,900.00
				Total for BERKSHIRE TRANSPORTATION CORP./ 9231	**$7,625.00**
BLUE MOUNTAIN DISTRIBUTION, LLC / TWIN ROCKS WATER/ 9567					
26-0667	11-000-251-500-AD- -/ MISCELLANEOUS PURCHASED	7442062	CF	MISCELLANEOUS PURCHASED	45.94
26-0107	11-190-100-500-HS- -/ REG PROG UND-OTH SERVICE	7635571	CF	REG PROG UND-OTH SERVICE	29.97
	11-190-100-500-HS- -/ REG PROG UND-OTH SERVICE	7637051	CF	REG PROG UND-OTH SERVICE	104.95
26-0638	11-000-240-500-BC- -/ SCH ADMIN-OTH SERVICE	7641734	CF	SCH ADMIN-OTH SERVICE	32.97
				Total for BLUE MOUNTAIN DISTRIBUTION, LLC / TWIN ROCKS WATER/ 9567	**$213.83**
BOROUGH OF MOUNTAIN LAKES/ 1291					
26-0563	11-402-100-890-BC-1020A-23/ ATHLETICS-OTHER OBJECTS	104 POTTY INV	CF	ATHLETICS-OTHER OBJECTS	143.43
CABLEVISION LIGHTPATH, INC./ 8745					
26-0160	11-190-100-500-TD-0720C-/ REG PROG UND-OTH SERVICE	1000109-26060 1-JUN26	CF	REG PROG UND-OTH SERVICE	4,906.32

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Pending Payments					
CANON FINANCIAL SERVICES, INC/ 8659					
26-0165	11-000-252-500-TD- -/ IT-OTH PUR SERVICES	43294859	CF	IT-OTH PUR SERVICES	980.20
	11-190-100-440-TD- -/ REG PROG UND-RENTALS	43294859	CF	REG PROG UND-RENTALS	2,117.06
				Total for CANON FINANCIAL SERVICES, INC/ 8659	**$3,097.26**
CHANGEBRIDGE MEDICAL ASSOCIATES PA/ 9194					
26-0610	11-000-213-300-DW- -/ HEALTH-PUR PROF/TECH	JUNE 2026 SERV	CF	HEALTH-PUR PROF/TECH	1,666.67
COMBUSTION SERVICE CORP./ 5011					
26-1192	11-000-261-420-DW-0750 -/ REQ MAINT-CLN/REPAIR/MNT	10845	CF	REQ MAINT-CLN/REPAIR/MNT	1,375.00
COMMISSIONER OF LWD/ 5357					
26-1585	11-000-261-890-DW-0660A-13/ REQ MAINT-OTHER OBJECTS	LP-157003 A.ARROYO	CF	REQ MAINT-OTHER OBJECTS	160.00
CONQUER MATHEMATICS, LLC / NANCY SCHULTZ/ 9330					
26-1595	20-272-200-500-DW- -/ TITLE IIA-OTH SERVICES	260323-08	CF	TITLE IIA-OTH SERVICES	200.00
DIRECT ENERGY BUSINESS/ 9391					
26-0621	11-000-262-622-BC-0640B-/ CUSTODIAL-ELECTRICITY	04-27TO05-26 SERV26	CF	CUSTODIAL-ELECTRICITY	2,264.76
	11-000-262-622-HS-0640B-/ CUSTODIAL-ELECTRICITY	04-27TO05-26 SERV26	CF	CUSTODIAL-ELECTRICITY	10,112.19
	11-000-262-622-LR-0640B-/ CUSTODIAL-ELECTRICITY	04-27TO05-26 SERV26	CF	CUSTODIAL-ELECTRICITY	1,644.88
	11-000-262-622-WW-0640B-/ CUSTODIAL-ELECTRICITY	04-27TO05-26 SERV26	CF	CUSTODIAL-ELECTRICITY	4,510.81
				Total for DIRECT ENERGY BUSINESS/ 9391	**$18,532.64**
EDUC SVCS COMM. MORRIS CNTY/ 2500					
26-0988	11-000-270-517-DW- -/ TRANSP-ESC REG ED	202601795	CF	TRANSP-ESC REG ED	11,307.24
	11-000-270-518-DW- -/ TRANSP-ESC SPEC ED	202601795	CF	TRANSP-ESC SPEC ED	3,409.22
26-0948	20-507-200-320-CS- -/ NP CH193 EXAM & CLASS-IN	202601769	CF	NP CH193 EXAM & CLASS-IN	3,942.95
	20-507-200-320-CS-A -/ NP CH193 EXAM & CLASS-AN	202601769	CF	NP CH193 EXAM & CLASS-AN	3,053.35
	20-508-200-320-CS- -/ NP CH193 CORRECT SPEECH	202601769	CF	NP CH193 CORRECT SPEECH	2,697.00
				Total for EDUC SVCS COMM. MORRIS CNTY/ 2500	**$24,409.76**
ESSEX GOLF LLC/ 8905					

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Pending Payments					
26-1557	11-402-100-610-HS-1020A-54/ ATHLETICS-SUPPLIES	04-29-26 RANGE CARDS	CF	ATHLETICS-SUPPLIES	500.00
FULL VALUE COMMUNITIES, LLC/ 9665					
26-1529	11-000-223-320-CI- -/ INSTR TRAIN-PUR PROF SVC	WORKSHOP MAY-JUN 26	CF	INSTR TRAIN-PUR PROF SVC	5,000.00
JAY-HILL CORP./ 4805					
26-1572	60-910-310-500-DW- -/ CAFE-OTHER SERVICES	1050603	CF	CAFE-OTHER SERVICES	400.00
JCP&L/ 2181					
26-0622	11-000-262-622-BC-0640B-/ CUSTODIAL-ELECTRICITY	APRIL25-MAY27 2026	CF	CUSTODIAL-ELECTRICITY	1,326.82
	11-000-262-622-HS-0640B-/ CUSTODIAL-ELECTRICITY	APRIL25-MAY27 2026	CF	CUSTODIAL-ELECTRICITY	7,724.95
	11-000-262-622-LR-0640B-/ CUSTODIAL-ELECTRICITY	APRIL25-MAY27 2026	CF	CUSTODIAL-ELECTRICITY	1,746.07
	11-000-262-622-WW-0640B-/ CUSTODIAL-ELECTRICITY	APRIL25-MAY27 2026	CF	CUSTODIAL-ELECTRICITY	2,052.48
		Total for JCP&L/ 2181			**$12,850.32**
JOSTEN'S/ 2203					
26-1432	11-000-240-610-HS-0250D-BA/ SCH ADMIN-SUPPLIES	39750195	CF	SCH ADMIN-SUPPLIES	1,898.00
KRISTEN MARKOWSKI/ 9672					
26-1560	11-190-100-500-HS- -/ REG PROG UND-OTH SERVICE	05-19-26 ACCOMPANIEM	CF	REG PROG UND-OTH SERVICE	300.00
LOCALIQ NEW YORK/NEW JERSEY GANNETT/ 5595					
26-1586	11-000-251-890-AD-0130L-/ CENTRAL SERV-OTH OBJECTS	0007712542	CF	CENTRAL SERV-OTH OBJECTS	364.25
MARY OSBORNE/ 4428					
26-0490	11-000-213-330-LR-0430A-/ HEALTH-OTH PUR PROF SERV	MAY2026 SERVICES MO	CF	HEALTH-OTH PUR PROF SERV	6,452.50
MCASA TREASURER/ 5728					
26-1569	11-000-218-890-HS-0250D-BD/ GUIDANCE-OTH OBJECTS	2526-20260602-28	CF	GUIDANCE-OTH OBJECTS	825.00
MGL PRINTING SOLUTIONS/ 2453					

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Pending Payments					
26-1554	11-000-251-600-AD-0130I-/ CENTRAL SERV-SUPPLIES	224476	CF	CENTRAL SERV-SUPPLIES	3,075.00
MICHAELS STORES, INC./ 9621					
26-0976	11-190-100-610-HS-0240A-L/ REG PROG UND-SUPPLIES	1021816	CF	REG PROG UND-SUPPLIES	313.43
MONELLO LANDSCAPE INDUSTRIES LLC/ 9655					
26-1539	11-000-263-420-DW-0720A-/ GROUNDS-CLN/REPAIR/MNT	658216	CF	GROUNDS-CLN/REPAIR/MNT	3,440.32
MORRIS COUNTY PARK COMM/ 5560					
26-1477	11-402-100-610-HS-1020A-54/ ATHLETICS-SUPPLIES	040126ML	CF	ATHLETICS-SUPPLIES	192.00
MORRIS SCHOOL DISTRICT/ 8057					
26-1422	11-207-100-890-DW- -/ AUD IMP-OTH OBJECTS	23-24TUITIONR EBILL22	CF	AUD IMP-OTH OBJECTS	8,374.89
MOUNTAIN LAKES BD-CAFE ACCT/ 7019					
26-0933	11-000-310-930-DW-0920A-/ FOOD SERV-IF TRANSFER	MUL 574-2526-90	CF	FOOD SERV-IF TRANSFER	350.75
N.J. NATURAL GAS CO./ 2592					
26-0641	11-000-262-621-BC-0640C-/ CUSTODIAL-NATURAL GAS	4-14TO 5-12 2026SERV	CF	CUSTODIAL-NATURAL GAS	4,546.49
	11-000-262-621-HS-0630 -/ CUSTODIAL-NATURAL GAS	4-14TO 5-12 2026SERV	CF	CUSTODIAL-NATURAL GAS	8,578.42
	11-000-262-621-LR-0640C-/ CUSTODIAL-NATURAL GAS	4-14TO 5-12 2026SERV	CF	CUSTODIAL-NATURAL-GAS	1,421.26
	11-000-262-621-WW-0640C-/ CUSTODIAL-NATURAL GAS	4-14TO 5-12 2026SERV	CF	CUSTODIAL-NATURAL GAS	3,907.14
				Total for N.J. NATURAL GAS CO./ 2592	**$18,453.31**
NJSIAA/ 4919					
26-0342	11-402-100-890-HS-1020A-21/ ATHLETICS-OTHER OBJECTS	0100442-IN	CF	ATHLETICS-OTHER OBJECTS	290.00
	11-402-100-890-HS-1020A-21/ ATHLETICS-OTHER OBJECTS	0100740-IN	CF	ATHLETICS-OTHER OBJECTS	200.00
	11-402-100-890-HS-1020A-21/ ATHLETICS-OTHER OBJECTS	0100951-IN	CF	ATHLETICS-OTHER OBJECTS	175.00
	11-402-100-890-HS-1020A-21/ ATHLETICS-OTHER OBJECTS	0101380-IN	CF	ATHLETICS-OTHER OBJECTS	90.00
	11-402-100-890-HS-1020A-21/ ATHLETICS-OTHER OBJECTS	0101516-IN	CF	ATHLETICS-OTHER OBJECTS	90.00
	11-402-100-890-HS-1020A-21/ ATHLETICS-OTHER OBJECTS	0101760-IN	CF	ATHLETICS-OTHER OBJECTS	1,108.00
				Total for NJSIAA/ 4919	**$1,953.00**
NORTH HUNTERDON-VOORHEES REGIONAL/ 9656					

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26-1440	11-207-100-890-DW- -/ AUD IMP-OTH OBJECTS	23-24 TUITONREBILL 40	CF	AUD IMP-OTH OBJECTS	3,615.00
PARSIPPANY-TROY HILLS SCHOOL DISTRICT/ 9193					
26-1439	11-207-100-890-DW- -/ AUD IMP-OTH OBJECTS	23-24TUITIONR EBILL39	CF	AUD IMP-OTH OBJECTS	3,615.00
PATRICIA FILIACI/ 9290					
26-0488	11-000-213-330-LR-0430A-/ HEALTH-OTH PUR PROF SERV	2526-12 06-01-26	CF	HEALTH-OTH PUR PROF SERV	100.00
26-1591	11-000-213-330-LR-0430A-/ HEALTH-OTH PUR PROF SERV	APR-MAY 2026 SERV	CF	HEALTH-OTH PUR PROF SERV	2,185.00
		Total for PATRICIA FILIACI/ 9290			**$2,285.00**
PDM GROUP/ 7934					
26-1565	11-000-261-420-DW-0750 -/ REQ MAINT-CLN/REPAIR/MNT	7163 & 7178	CF	REQ MAINT-CLN/REPAIR/MNT	4,962.44
PERFORMANCE TROPHIES & MEDALS LLC/ 9446					
26-1597	11-000-230-610-AD-0130E-/ GEN ADMIN-SUPPLIES	6733	CF	GEN ADMIN-SUPPLIES	28.00
PERTH AMBOY PUBLIC SCHOOLS/ 8789					
26-1444	11-207-100-890-DW- -/ AUD IMP-OTH OBJECTS	23-24TUITIONR EBILL44	CF	AUD IMP-OTH OBJECTS	7,230.00
POMPTONIAN, INC./ 6640					
26-0559	60-910-310-870-DW-000 -/ CAFE-COST OF SALES	MUL 574 052926	CF	CAFE-COST OF SALES	27,870.56
QUADIENT FINANCE USA, INC/ 9409					
26-1305	11-000-251-500-AD- -/ MISCELLANEOUS PURCHASED	05-31-2026	CF	MISCELLANEOUS PURCHASED	265.41
RAJAK LLC/ 9306					
26-1084	11-000-270-512-DW-0520E-/ TRANSP-CONTR OTH H/S	219	CF	TRANSP-CONTR OTH H/S	5,250.00
ROBERT GRIGGS PLUMBING & HEATING LLC/ 8888					
26-1372	11-000-261-420-DW-0750 -/ REQ MAINT-CLN/REPAIR/MNT	13867	CF	REQ MAINT-CLN/REPAIR/MNT	423.12
RSA-HIGH SCHOOL/ 8369					
26-1550	20-041-100-610-HS- -/ MLEF-HS-SUPPLIES	SPRING MUSICAL TKS	CF	MLEF-HS-SUPPLIES	75.00

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Pending Payments					
SAMANTHA NASH/ 9551					
26-0844	11-000-223-320-CI- -/ INSTR TRAIN-PUR PROF SVC	JUNE2026 SERVICES	CF	INSTR TRAIN-PUR PROF SVC	450.00
SCHOOL ACCOUNTING SERVICES LLC/ 9633					
26-1576	11-000-230-339-AD-0120D-/ GEN ADMIN-OTH PROF SERV	MARCH 2026 SERVICES	CF	GEN ADMIN-OTH PROF SERV	4,725.00
26-1607	11-000-230-339-AD-0120D-/ GEN ADMIN-OTH PROF SERV	MAY 2026 SERVICES	CF	GEN ADMIN-OTH PROF SERV	4,637.50
				Total for SCHOOL ACCOUNTING SERVICES LLC/ 9633	**$9,362.50**
SONOVA USA INC./ 9568					
26-1568	11-207-100-610-LR-0240 -/ AUD IMP-SUPPLIES	5406779679	CF	AUD IMP-SUPPLIES	169.00
	11-207-100-610-LR-0240 -/ AUD IMP-SUPPLIES	5406779684	CF	AUD IMP-SUPPLIES	188.99
				Total for SONOVA USA INC./ 9568	**$357.99**
SUSSEX COUNTY REGIONAL COOPERATIVE/ 7680					
26-1427	11-000-270-512-DW-0520E-/ TRANSP-CONTR OTH H/S	T19-001366	CF	TRANSP-CONTR OTH H/S	36,582.90
SUSSEX-WANTAGE REGIONAL DISTRICT/ 9659					
26-1450	11-207-100-890-DW- -/ AUD IMP-OTH OBJECTS	23-24TUITIONR EBILL50	CF	AUD IMP-OTH OBJECTS	7,230.00
TEACHER/ 3320					
26-0823	11-219-100-580-LI-0250 -/ SP ED HOME INSTR-TRAVEL	MAY26 MILEAGE E.P.	CF	ELISE PASTOR	26.98
26-0830	11-219-100-580-LI-0250 -/ SP ED HOME INSTR-TRAVEL	MAY26 MILEAGE J.B.	CF	JENNIFER BECHT	279.18
26-0831	11-219-100-530-LI-0641 -/ SP ED HOME INSTR-COMMUNI	MAY26 PHONEREIMB J.B	CF	JENNIFER BECHT	40.00
26-0987	11-219-100-580-LI-0250 -/ SP ED HOME INSTR-TRAVEL	APRIL-MAY 26 MILEAGE	CF	ANASTASCIA RICCA	33.84
26-1182	11-219-100-580-LI-0250 -/ SP ED HOME INSTR-TRAVEL	MAY26 MILEAGE R.W.	CF	RYLEY WHITE	184.10
26-0852	11-219-100-580-LI-0250 -/ SP ED HOME INSTR-TRAVEL	MAY26 MILEAGE B.K.	CF	BARRY KESSLER	28.91

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Pending Payments					
26-1564	11-000-223-580-BC-0250B-/ INSTR TRAIN-TRAVEL	25-26 MILLEAGE M.A.	CF	MICHAEL ALVES	168.36
26-1593	11-190-100-610-WW-0240A-W/ REG PROG UND-SUPPLIES	REIMB T.S.	CF	Tammy Schmidt	50.88
26-1589	11-000-223-580-BC-0250B-/ INSTR TRAIN-TRAVEL	MILEAGE REIMB V.G.	CF	Victoria Gaffney	56.40
		Total for TEACHER/ 3320			**$868.65**
TIOGA SOLAR MORRIS COUNTY 1, LLC/ 8054					
26-0562	11-000-262-622-HS-0640B-/ CUSTODIAL-ELECTRICITY	MLSD MAY 2026 SERV	CF	CUSTODIAL-ELECTRICITY	2,658.43
USI INSURANCE SERVICES LLC/ 8849					
26-1596	11-000-230-590-AD-0130B-/ GEN ADMIN-MISC PUR SERVI	5918411 & 5939837	CF	GEN ADMIN-MISC PUR SERVI	1,412.00
VIKING TERMITE & PEST CONTROL, LLC/ 9571					
26-0254	11-000-263-420-DW-0720A-/ GROUNDS-CLN/REPAIR/MNT	904005257-4005259	CF	GROUNDS-CLN/REPAIR/MNT	180.00
	11-000-263-420-DW-0720A-/ GROUNDS-CLN/REPAIR/MNT	904010096-4010097	CF	GROUNDS-CLN/REPAIR/MNT	180.00
		Total for VIKING TERMITE & PEST CONTROL, LLC/ 9571			**$360.00**
				Total for Pending Payments	**$247,337.63**

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va_s1701
05/01/2026

Mountain Lakes Board of Education
Monthly Transfer Report

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Budget Category	Accounts	Original Budget	Revenues Allowed + Pr Yr Reserve	Orig + Rvnues Allowed + Pr Yr Reserve	Maximum Transfer Out Allowed	YTD Net Transfers	% change of Transfers	Remaining Transfers Out Allowed	Account Balance
INSTRUCTION									
Regular Programs	11-1XX-100-XXX 12-1XX-100-XXX 13-1XX-100-XXX 15-1XX-100-XXX	12,280,674.00	10,543.51	12,291,217.51	1,229,121.75	(480,081.23)	-3.91	749,040.52	180,776.42
Special Education, Basic Skills/Remedial and Bilingual Instruction and Speech/OT/PT and Ex	1X-2XX-100-XXX 1X-000-216-XXX 1X-000-217-XXX	8,630,121.00	464,333.78	9,094,454.78	909,445.48	471,069.18	5.18	1,380,514.66	288,936.72
Vocational Programs-Local	1X-3XX-100-XXX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
School-Spon. Co/Extra-Curr. Activities, School Sponsored Athletics, and Other Instructiona	11-4XX-100-XXX 11-4XX-200-XXX 12-4XX-100-XXX 15-4XX-100-XXX 15-4XX-200-XXX	1,411,175.00	2,752.60	1,413,927.60	141,392.76	(78,169.00)	-5.53	63,223.76	298,150.01
Community Services Programs/Operations	1X-800-330-XXX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL INSTRUCTIONAL EXPENSE		**22,321,970.00**	**477,629.89**	**22,799,599.89**					**767,863.15**
UNDISTRIBUTED EXPENDITURES									
Tuition	**11-000-100-XXX**	**1,087,636.00**	**31,385.00**	**1,119,021.00**	**111,902.10**	**(365,368.49)**	**-32.65**	**0.00**	**56.00**
Attendance and Social Work, Health, Guidance, Child Study Teams, Education Media Services/	1X-000-211-XXX 1X-000-213-XXX 1X-000-218-XXX 1X-000-219-XXX 1X-000-222-XXX	3,401,405.00	3,447.54	3,404,852.54	340,485.25	(263,656.85)	-7.74	76,828.40	36,207.53
Improvement of Instruction Services and Instructional Staff Training Services	1X-000-221-XXX 1X-000-223-XXX	813,909.00	2,166.25	816,075.25	81,607.53	98,061.65	12.02	179,669.18	4,502.81
General Administration	**1X-000-230-XXX**	**875,100.00**	**52,080.18**	**927,180.18**	**92,718.02**	**116,762.31**	**12.59**	**209,480.33**	**1,308.79**
School Administration	1X-000-240-XXX	1,622,571.00	141,528.33	1,764,099.33	176,409.93	(99,381.41)	-5.63	77,028.52	30,349.83
Central Services & Administrative Information Technology	1X-000-25X-XXX	694,862.00	6,112.65	700,974.65	70,097.47	24,707.68	3.52	94,805.15	18,269.07
Operation and Maintenance of Plant Services	1X-000-26X-XXX	4,030,354.00	10,736.76	4,041,090.76	404,109.08	92,375.24	2.29	496,484.32	82,627.24
Student Transportation Services	1X-000-270-XXX	757,119.00	14,845.00	771,964.00	77,196.40	24,028.65	3.11	101,225.05	62,323.89
Personal Services-Employee Benefits	1X-XXX-XXX-2XX	7,661,440.00	0.00	7,661,440.00	766,144.00	476,920.07	6.22	1,243,064.07	147,110.09

Mountain Lakes Board of Education
Monthly Transfer Report

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Budget Category	Accounts	Original Budget	Revenues Allowed + Pr Yr Reserve	Orig + Rvnues Allowed + Pr Yr Reserve	Maximum Transfer Out Allowed	YTD Net Transfers	% change of Transfers	Remaining Transfers Out Allowed	Account Balance
Food Services	11-000-310-XXX	63,500.00	745.00	64,245.00	6,424.50	2,500.00	3.89	8,924.50	0.00
Transfer Property Sale Proceedes to Debt Service Reserve	11-000-520-934	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfer from General Fund Surplus to Debt Service Fund to Repay CDL	11-000-520-936	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL UNDISTRIBUTED EXPENSE		**21,007,896.00**	**263,046.71**	**21,270,942.71**					**382,755.25**
TOTAL GENERAL CURRENT EXPENSE		**43,329,866.00**	**740,676.60**	**44,070,542.60**					**1,150,618.40**
Equipment	12-XXX-XXX-73X 15-XXX-XXX-73X	57,750.00	0.00	57,750.00	5,775.00	122,250.55	211.69	128,025.55	3,901.40
Facilities Acquisition and Construction Services	**12-000-4XX-XXX**	**678,298.00**	**207,402.32**	**885,700.32**	**0.00**	**(117,868.23)**	**-13.31**	**0.00**	**60,666.36**
Capital Reserve-Transfer to Capital Expend. Fund	12-000-4XX-931	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Capital Reserve-Transfer to Repayment of Debt	12-000-4XX-933	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES		**736,048.00**	**207,402.32**	**943,450.32**					**64,567.76**
TOTAL SPECIAL SCHOOLS	13-XXX-XXX-XXX	228,599.00	0.00	228,599.00	22,859.90	295,749.28	129.37	318,609.18	9,439.62
Transfer of Funds to Charter Schools	**10-000-100-56X**	**29,365.00**	**0.00**	**29,365.00**	**2,936.50**	**(19,899.40)**	**-67.77**	**0.00**	**9,465.60**
Transfer of Funds to Renaissance	10-000-100-571	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
General Fund Contribution to School Based Budgets	10-000-520-930	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OPERATING BUDGET GRAND TOTAL		**44,323,878.00**	**948,078.92**	**45,271,956.92**					**1,234,091.38**

School Business Administrator Signature

Date

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MOUNTAIN LAKES
SCHOOL DISTRICT
Treasurer's Report
ALL FUNDS
Month Ending
MAY 31, 2026

FUNDS	OPENING CASH BALANCE 5/1/26	ADJUSTMENTS	CURRENT MONTH RECEIPTS	CURRENT MONTH DISBURSEMENTS	ENDING CASH BALANCE 5/31/26
GOVERNMENTAL FUNDS					
10 GENERAL FUND	$7,757,636.09		$4,856,572.38	$4,095,449.33	$8,518,759.14
20 SPECIAL REVENUE FUND	($565,039.34)		$791,956.43	$86,342.19	$140,574.90
30 CAPITAL PROJECTS FUND	($712,609.16)		$0.00	$0.00	($712,609.16)
40 DEBT SERVICE FUND	($112,432.25)		$126,192.50	$0.00	$13,760.25
61 TECHNOLOGY - CHROME INS	$5,328.29		$0.00	$0.00	$5,328.29
	$6,372,883.63	$0.00	$5,774,721.31	$4,181,791.52	$7,965,813.42
60 CAFETERIA ACCOUNT	$115,797.83		$79,893.17	$135,496.82	$60,194.18
TOTAL GOVERNMENTAL FUNDS:	**$6,488,681.46**	**$0.00**	**$5,854,614.48**	**$4,317,288.34**	**$8,026,007.60**
TRUST & AGENCY FUNDS					
FLEX SPENDING	$19,648.31		$4,934.62	$2,170.81	$22,412.12
UNEMPLOYMENT	$426,093.02		$1,008.47	$4,949.39	$422,152.10
NET PAYROLL	$0.00		$1,718,535.41	$1,718,535.41	$0.00
PAYROLL AGENCY	$50,760.83		$1,225,235.50	$1,214,279.03	$61,717.30
TOTAL TRUST & AGENCY FUNDS:	**$496,502.16**	**$0.00**	**$2,949,714.00**	**$2,939,934.64**	**$506,281.52**
TOTAL ALL FUNDS:	**$6,985,183.62**	**$0.00**	**$8,804,328.48**	**$7,257,222.98**	**$8,532,289.12**

PREPARED AND SUBMITTED BY:

TREASURER OF SCHOOL MONIES
LISA PALMIERI

6/11/2026
DATE

MOUNTAIN LAKES SCHOOL DISTRICT
BOARD OF EDUCATION
BANK RECONCILIATION - GENERAL ACCOUNT
AS OF MAY 31, 2026

Balance per Books - May 1, 2026			6,372,883.63
Add: Receipts			5,774,721.31
			12,147,604.94
Less: Disbursements			4,181,791.52
Balance per Books - May 31, 2026			7,965,813.42
Balance per Bank			
Provident Bank #624615786 (General)			33,617.41
Provident Bank #624611616 (General)			8,275,880.28
			8,309,497.69
Add: Bank Error - 5/8/26 Deposit Error			0.05
			8,309,497.74
Add: Due from Cafeteria Account:			
Check #103628	5/12/26	76,944.22	
Check #103665	5/29/26	1,418.75	
Check #103683	5/29/26	1,695.00	
Check #103702	5/29/26	55,438.85	
			135,496.82
			135,496.82
Less: Outstanding Checks			(479,181.14)
			7,965,813.42

MOUNTAIN LAKES SCHOOL DISTRICT
BOARD OF EDUCATION
BANK RECONCILIATION - GENERAL ACCOUNT
AS OF MAY 31, 2026

Date Issued	Check #	Amount	Date Issued	Check #	Amount	Date Issued	Check #	Amount
7/31/24	100450	4,653.28	5/12/26	103640	40.00	5/29/26	103699	1,200.00
9/4/24	100512	30.00	5/12/26	103641	211.59	5/29/26	103700	20,715.00
10/15/24	100928	36.61	5/12/26	103643	101.99	5/29/26	103701	179.00
11/29/24	101031	21.20	5/12/26	103650	26.98	5/29/26	103702	55,438.85
11/29/24	101056	68.98	5/12/26	103651	2.96	5/29/26	103703	298.50
11/29/24	101058	68.98	5/12/26	103655	3,615.00	5/29/26	103704	11,650.00
11/29/24	101059	37.71	5/18/26	103662	2,579.00	5/29/26	103705	8,299.01
11/29/24	101060	26.98	5/29/26	103663	47,089.76	5/29/26	103706	193.92
11/29/24	101061	26.98	5/29/26	103664	348.00	5/29/26	103707	175.00
11/29/24	101064	68.98	5/29/26	103665	1,418.75	5/29/26	103708	578.61
11/29/24	101076	600.00	5/29/26	103666	124.32	5/29/26	103709	60.00
12/20/24	101215	135.00	5/29/26	103667	539.00	5/29/26	103710	184.55
12/20/24	101270	23.12	5/29/26	103668	725.00	5/29/26	103711	40.00
12/20/24	101288	20.00	5/29/26	103669	604.73	5/29/26	103712	109.58
1/28/25	101389	21.20	5/29/26	103670	1,170.83	5/29/26	103713	750.00
3/18/25	101630	212.79	5/29/26	103671	92.32	5/29/26	103714	936.48
3/18/25	101697	17.34	5/29/26	103672	440.00	5/29/26	103715	1,455.85
4/15/25	101818	7.71	5/29/26	103673	80.95	5/29/26	103716	100.00
5/20/25	101948	60.00	5/29/26	103674	3,750.00			
6/24/25	102090	1,631.36	5/29/26	103675	294.00			
6/30/25	102179	9.40	5/29/26	103676	680.00			
7/15/25	102246	267.76	5/29/26	103677	9,161.80			
7/31/25	102300	250.00	5/29/26	103678	398.00			
12/29/25	103108	21.20	5/29/26	103679	60,958.00			
12/29/25	103125	753.00	5/29/26	103680	7,500.00			
1/30/26	103182	315.00	5/29/26	103681	27,565.16			
2/27/26	103247	25.73	5/29/26	103682	33,264.32			
2/27/26	103249	25.73	5/29/26	103683	1,695.00			
2/27/26	103252	67.73	5/29/26	103684	1,600.00			
2/27/26	103253	25.73	5/29/26	103685	8,033.48			
2/27/26	103340	588.50	5/29/26	103686	1,845.99			
3/23/26	103379	797.16	5/29/26	103687	1,509.00			
3/23/26	103423	25.05	5/29/26	103688	640.00			
3/31/26	103490	55,747.32	5/29/26	103689	725.00			
4/28/26	103561	700.00	5/29/26	103690	14.18			
4/28/26	103573	175.40	5/29/26	103691	720.00			
4/28/26	103580	34.69	5/29/26	103692	7,230.00			
4/28/26	103582	7.43	5/29/26	103693	15,532.80			
4/28/26	103584	127.18	5/29/26	103694	6,981.55			
5/12/26	103622	1,436.75	5/29/26	103695	45,129.64			
5/12/26	103623	825.00	5/29/26	103696	56.74			
5/12/26	103630	367.63	5/29/26	103697	1,295.00			
5/12/26	103639	150.00	5/29/26	103698	10,514.34			
		70,511.61			306,305.18			102,364.35

MOUNTAIN LAKES SCHOOL DISTRICT
BOARD OF EDUCATION
BANK RECONCILIATION - GENERAL ACCOUNT
AS OF MAY 31, 2026

RECAP:

	70,511.61	
	306,305.18	
	102,364.35	
TOTAL	**479,181.14**	Total outstanding checks as of May 31, 2026

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MOUNTAIN LAKES SCHOOL DISTRICT
BOARD OF EDUCATION
BANK RECONCILIATION - CAFETERIA ACCOUNT
AS OF MAY 31, 2026

Balance per Books - May 1, 2026				115,797.83
Add:	Receipts			79,893.17
				195,691.00
Less:	Disbursements			135,496.82
Balance per Books - May 31, 2026				60,194.18
Balance per Bank				
	Provident Bank #624611829 (Cafeteria)			195,691.00
	Less: Due to General Account:			
	Check #103628	5/12/26	76,944.22	
	Check #103665	5/29/26	1,418.75	
	Check #103683	5/29/26	1,695.00	
	Check #103702	5/29/26	55,438.85	
				135,496.82
				60,194.18

MOUNTAIN LAKES SCHOOL DISTRICT
BOARD OF EDUCATION
BANK RECONCILIATION - FLEX SPENDING ACCOUNT
AS OF MAY 31, 2026

Balance per Books - May 1, 2026		19,648.31
Add:	Receipts	4,934.62
		24,582.93
Less:	Disbursements	2,170.81
Balance per Books - May 31, 2026		22,412.12
Balance per Bank		
	Provident Bank #624611608 (Flex Spending)	22,412.12

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MOUNTAIN LAKES SCHOOL DISTRICT
BOARD OF EDUCATION
BANK RECONCILIATION - UNEMPLOYMENT ACCOUNT
AS OF MAY 31, 2026

Balance per Books - May 1, 2026		426,093.02
Add:	Receipts	1,008.47
		427,101.49
Less:	Disbursements	4,949.39
Balance per Books - May 31, 2026		422,152.10

Balance per Bank
Provident Bank #624611802 (Unemployment) 422,152.10

MOUNTAIN LAKES SCHOOL DISTRICT
BOARD OF EDUCATION
BANK RECONCILIATION - NET PAYROLL ACCOUNT
AS OF MAY 31, 2026

Balance per Books - May 1, 2026				0.00
Add:	Receipts			1,718,535.41
				1,718,535.41
Less:	Disbursements			1,718,535.41
Balance per Books - May 31, 2026				0.00
Balance per Bank				
	Provident Bank #624611691 (Net Payroll)			18,038.39
	Add: Void Direct Deposit #900001086 - 3/30/26			2,394.62
				20,433.01
	Less: Interest due to General Fund			
	January - 2026		200.97	
	February - 2026		231.46	
	March - 2026		410.63	
	April - 2026		283.01	
	May - 2026		349.02	
				1,475.09
				18,957.92
	Less: Outstanding Checks			
	12/30/24	#151454	2,190.36	
	2/28/25	#151481	2,564.07	
	2/27/26	#151670	135.90	
	4/28/26	#151703	2,394.62	
	5/30/26	#151709	2,501.36	
	5/30/26	#151710	3,161.68	
	5/30/26	#151711	2,451.15	
	5/30/26	#151716	937.45	
	5/30/26	#151717	2,621.33	
				18,957.92
				0.00

MOUNTAIN LAKES SCHOOL DISTRICT
BOARD OF EDUCATION
BANK RECONCILIATION - PAYROLL AGENCY ACCOUNT
AS OF MAY 31, 2026

Balance per Books - May 1, 2026				50,760.83
Add:	Receipts			1,225,235.50
				1,275,996.33
Less:	Disbursements			1,214,279.03
Balance per Books - May 31, 2026				61,717.30
Balance per Bank				
	Provident Bank #624611640 (Payroll Agency)			68,678.84
	Less: Outstanding Checks/Wires			
	5/29/26	AFLAC	696.80	
	5/29/26	#498	171.17	
	5/29/26	#499	429.00	
	5/29/26	#500	1,000.00	
	5/29/26	#501	593.29	
	5/29/26	#502	4,071.28	
				6,961.54
				61,717.30

6/12 8:21am

6/12 8:21am

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education
General Fund - Fund 10
Interim Balance Sheet
For 11 Month Period Ending 05/01/2026

ASSETS AND RESOURCES

--- A S S E T S ---

101	Cash in bank		$5,045,302.28
102-107	Cash and cash equivalents		$2,031.72
116	Capital reserve Account		$3,473,456.86
121	Tax levy receivable		$2,080,812.60
	Accounts receivable:		
132	Interfund	$152,784.19	
141	Intergovernmental - State	$260,878.77	
153,154	Other (net of est uncollectible of $_____)	$1,646,534.34	$2,060,197.30
	Other Current Assets		$0.00

--- R E S O U R C E S ---

301	Estimated Revenues	$42,593,560.00	
302	Less Revenues	($43,482,015.94)	
			($888,455.94)
	Total assets and resources		$11,773,344.82

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education
General Fund - Fund 10
Interim Balance Sheet
For 11 Month Period Ending 05/01/2026

LIABILITIES AND FUND EQUITY

--- L I A B I L I T I E S ---					
421	Accounts Payable				$208,917.52
481	Deferred Revenues				$102,703.42
	Other current liabilities including Net Assets				$76,777.15
	TOTAL LIABILITIES				$388,398.09
F U N D B A L A N C E					
--- A p p r o p r i a t e d ---					
753	Reserve for Encumbrances - Current Year			$4,461,692.71	
754	Reserve for Encumbrance - Prior Year			$483.00	
	Reserved fund balance:				
761	Capital reserve account -		$3,473,456.86		
				$3,473,456.86	
765	Reserve for Tuition Payments		$400,000.00		
				$400,000.00	
764	Reserve for Maintenance		$1,200,000.00		
				$1,200,000.00	
760	Reserved Fund Balance			$148,918.00	
601	Appropriations		$45,571,956.92		
602	Less : Expenditures	$39,879,541.19			
603	Encumbrances	$4,462,175.71			
			($44,341,716.90)		
				$1,230,240.02	
	Total Appropriated			$10,914,790.59	
--- U n a p p r o p r i a t e d ---					
770	Unreserved Fund Balance -			$3,146,106.14	
303	Budgeted Fund Balance			($2,675,950.00)	
	TOTAL FUND BALANCE				$11,384,946.73
	TOTAL LIABILITIES AND FUND EQUITY				$11,773,344.82

Mountain Lakes Board of Education
General Fund - Fund 10
Interim Balance Sheet
For 11 Month Period Ending 05/01/2026

RECAPITULATION OF FUND BALANCE:	Budgeted	Actual	Variance
Appropriations	$45,571,956.92	$44,341,716.90	$1,230,240.02
Revenues	($42,593,560.00)	($43,482,015.94)	$888,455.94
	$2,978,396.92	$859,700.96	$2,118,695.96
Less: Adjust for prior year encumb.	($302,446.92)	($302,446.92)	
Budgeted Fund Balance	$2,675,950.00	$557,254.04	$2,118,695.96
Recapitulation of Budgeted Fund Balance by Subfund			
Fund 10 (includes 10, 11, 12, and 13)	$2,675,950.00	$557,254.04	$2,118,695.96
TOTAL Budgeted Fund Balance	$2,675,950.00	$557,254.04	$2,118,695.96

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education
GENERAL FUND - FUND 10
INTERIM STATEMENTS COMPARING
BUDGET REVENUE WITH ACTUAL TO DATE AND
APPROPRIATIONS WITH EXPENDITURES AND ENCUMBRANCES TO DATE
For 11 Month Period Ending 05/01/2026

		BUDGETED ESTIMATED	ACTUAL TO DATE	NOTE: OVER OR (UNDER)	UNREALIZED BALANCE
*** REVENUES/SOURCES OF FUNDS ***					
1XXX	From Local Sources	$41,204,690.00	$42,025,876.94		($821,186.94)
3XXX	From State Sources	$1,388,870.00	$1,456,139.00		($67,269.00)
	TOTAL REVENUE/SOURCES OF FUNDS	$42,593,560.00	$43,482,015.94		($888,455.94)

*** EXPENDITURES ***		APPROPRIATIONS	EXPENDITURES	ENCUMBRANCES	AVAILABLE BALANCE
--- CURRENT EXPENSE ---					
11-1XX-100-XXX	Regular Programs - Instruction	$11,811,136.28	$10,293,579.64	$1,336,888.94	$180,667.70
11-2XX-100-XXX	Special Education - Instruction	$8,445,121.26	$7,297,348.49	$866,210.74	$281,562.03
11-401-100-XXX	School-Spon. Cocurr. Acti-Instr	$184,995.25	$118,541.03	$0.00	$66,454.22
11-402-100-XXX	School-Spons. Athletics - Instruction	$1,150,763.35	$863,599.90	$55,467.66	$231,695.79
--- UNDISTRIBUTED EXPENDITURES ---					
11-000-100-XXX	Instruction	$753,652.51	$657,609.83	$95,986.68	$56.00
11-000-211-XXX	Attendance and Social Work Services	$35,048.40	$32,127.70	$2,920.70	$0.00
11-000-213-XXX	Health Services	$756,558.49	$622,311.46	$103,798.46	$30,448.57
11-000-216-XXX	Speech, OT,PT & Related Svcs	$721,693.00	$611,763.78	$107,320.95	$2,608.27
11-000-217-XXX	Other Support Serv - Students Extra Srvc	$398,709.70	$282,744.37	$114,671.63	$1,293.70
11-000-218-XXX	Guidance	$918,985.86	$822,321.19	$91,927.09	$4,737.58
11-000-219-XXX	Child Study Teams	$1,085,847.85	$1,074,098.78	$11,571.54	$177.53
11-000-221-XXX	Improv of Inst. - Instruc Staff	$846,403.27	$843,057.18	$254.03	$3,092.06
11-000-222-XXX	Educational Media Serv/School Library	$344,755.09	$314,314.84	$29,596.40	$843.85
11-000-223-XXX	Instructional Staff Training Services	$68,933.63	$49,835.00	$16,487.88	$2,610.75
11-000-230-XXX	Supp. Serv.-General Administration	$1,043,942.49	$932,406.41	$110,227.29	$1,308.79
11-000-240-XXX	Supp. Serv.-School Administration	$1,663,517.92	$1,495,965.48	$138,462.61	$29,089.83
11-000-25X-XXX	Central Serv & Admin. Inform. Tech.	$725,682.33	$595,101.92	$112,311.34	$18,269.07
11-000-261-XXX	Require Maint. for School Facilities	$1,188,631.08	$1,032,561.40	$132,614.70	$23,454.98
11-000-262-XXX	Custodial Services	$2,554,308.98	$2,222,676.36	$280,385.61	$51,247.01
11-000-263-XXX	Care and Upkeep of Grounds	$286,565.48	$244,717.84	$37,112.13	$4,735.51
11-000-266-XXX	Security	$103,960.46	$58,726.30	$42,254.34	$2,979.82
11-000-270-XXX	Student Transportation Services	$795,992.65	$687,382.26	$46,286.50	$62,323.89
11-XXX-XXX-2XX	Allocated and Unallocated Benefits	$8,138,360.07	$7,385,397.52	$605,852.46	$147,110.09
11-000-310-XXX	Food Services	$66,745.00	$54,211.04	$12,533.96	.00
	TOTAL GENERAL CURRENT EXPENSE EXPENDITURES/USES OF FUNDS	$44,090,310.40	$38,592,399.72	$4,351,143.64	$1,146,767.04

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education
GENERAL FUND - FUND 10
INTERIM STATEMENTS COMPARING
BUDGET REVENUE WITH ACTUAL TO DATE AND
APPROPRIATIONS WITH EXPENDITURES AND ENCUMBRANCES TO DATE
For 11 Month Period Ending 05/01/2026

*** EXPENDITURES - cont'd ***	APPROPRIATIONS	EXPENDITURES	ENCUMBRANCES	AVAILABLE BALANCE
*** CAPITAL OUTLAY ***				
12-XXX-XXX-73X Equipment	$180,000.55	$131,716.98	$44,382.17	$3,901.40
12-000-4XX-XXX Facilities acquisition & constr. serv.	$767,832.09	$643,665.73	$63,500.00	$60,666.36
TOTAL CAP OUTLAY EXPEND./USES OF FUNDS	$947,832.64	$775,382.71	$107,882.17	$64,567.76
*** SPECIAL SCHOOLS ***				
13-422-100-XXX Summer school -instruction	$337,707.92	$337,707.92	.00	.00
13-4XX-100-XXX Other spec. schools-instruction	$186,640.36	$174,050.84	$3,149.90	$9,439.62
TOTAL SPECIAL SCHOOLS EXPENDITURES/USES OF FUNDS	$524,348.28	$511,758.76	$3,149.90	$9,439.62
10-000-100-56X Transfer of Funds to Charter Schools	$9,465.60	.00	.00	$9,465.60
TOTAL GENERAL FUND EXPENDITURES	$45,571,956.92	$39,879,541.19	$4,462,175.71	$1,230,240.02

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education
GENERAL FUND - FUND 10
SCHEDULE OF REVENUES
ACTUAL COMPARED WITH ESTIMATED
For 11 Month Period Ending 05/01/2026

		ESTIMATED	ACTUAL	UNREALIZED
--- LOCAL SOURCES ---				
1210	Local Tax Levy - Base Budget	$24,969,752.00	$24,969,752.04	($0.04)
1310	Tuition from Individuals	$1,120,648.00	$1,405,341.20	($284,693.20)
1320	Tuition from LEAs Within State	$14,757,581.00	$15,221,498.23	($463,917.23)
1350	Tuition From Summer School	$73,609.00	$66,731.81	$6,877.19
1410	Transp Fees from Individuals	$8,000.00	$5,369.00	$2,631.00
1510	Interest	$200,100.00	$235,794.12	($35,694.12)
1910	Rents and Royalties	$20,000.00	$61,564.00	($41,564.00)
1XXX	Miscellaneous	$55,000.00	$59,826.54	($4,826.54)
	TOTAL LOCAL	$41,204,690.00	$42,025,876.94	($821,186.94)
--- STATE SOURCES ---				
3121	Categorical Transportation Aid	$65,857.00	$65,857.00	.00
3131	Extraordinary Aid	$84,437.00	$109,902.00	($25,465.00)
3132	Categorical Special Education Aid	$1,090,282.00	$1,090,282.00	.00
3177	Categorical Security	$148,294.00	$148,294.00	.00
3199	DOE Loan Against State Aid		$10,741.00	($10,741.00)
3301	State Reimbursement for Menstrual Products		$31,063.00	($31,063.00)
	TOTAL	$1,388,870.00	$1,456,139.00	($67,269.00)
	TOTAL REVENUES/SOURCES OF FUNDS	$42,593,560.00	$43,482,015.94	($888,455.94)

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education
GENERAL FUND - FUND 10
STATEMENT OF APPROPRIATIONS
COMPARED WITH EXPENDITURES AND ENCUMBRANCES
For 11 Month Period Ending 05/01/2026

	Appropriations	Expenditures	Encumbrances	Available Balance
*** G E N E R A L C U R R E N T E X P E N S E ***				
--- Regular Programs - Instruction ---				
11-105-100-101 Preschool - Salaries of Teachers	$89,570.00	$68,471.82	$6,258.18	$14,840.00
11-110-100-101 Kindergarten - Salaries of Teachers	$421,852.00	$307,615.95	$114,236.05	.00
11-120-100-101 Grades 1-5 - Salaries of Teachers	$2,938,969.22	$2,671,870.83	$267,098.39	.00
11-130-100-101 Grades 6-8 - Salaries of Teachers	$2,383,582.80	$2,062,440.35	$321,132.45	$10.00
11-140-100-101 Grades 9-12 - Salaries of Teachers	$4,602,040.08	$4,030,804.36	$508,931.44	$62,304.28
--- Regular Programs - Home Instruction ---				
11-150-100-101 Salaries of Teachers	$4,700.00	$4,700.00	$0.00	$0.00
11-150-100-320 Purchased Prof.-Ed. Services	$23,762.26	$4,637.74	.00	$19,124.52
--- Regular Programs - Undistr. Instruction ---				
11-190-100-106 Other Salaries for Instruction	$222,727.00	$197,662.11	$25,064.89	.00
11-190-100-340 Purchased Technical Services	$10,000.00	.00	.00	$10,000.00
11-190-100-500 Other Purch. Serv. (400-500 series)	$474,984.54	$419,767.88	$29,714.62	$25,502.04
11-190-100-610 General Supplies	$532,177.01	$432,972.47	$62,097.04	$37,107.50
11-190-100-640 Textbooks	$89,333.54	$85,495.30	$2,355.88	$1,482.36
11-190-100-800 Other Objects	$17,437.83	$7,140.83	.00	$10,297.00
TOTAL	$11,811,136.28	$10,293,579.64	$1,336,888.94	$180,667.70
--- SPECIAL EDUCATION - INSTRUCTION ---				
Visual Impairments:				
11-206-100-101 Salaries of Teachers	$6,124.50	$6,124.50	$0.00	$0.00
TOTAL	$6,124.50	$6,124.50	$0.00	$0.00
Auditory Impairments:				
11-207-100-101 Salaries of Teachers	$3,815,134.79	$3,321,827.07	$425,285.81	$68,021.91
11-207-100-106 Other Salaries for Instruction	$1,062,143.48	$870,445.09	$69,086.94	$122,611.45
11-207-100-340 Purchased Technical Services	$5,000.00	.00	$1,736.00	$3,264.00
11-207-100-610 General Supplies	$64,750.00	$36,486.38	$8,680.46	$19,583.16
11-207-100-640 Textbooks	$17,500.00	.00	.00	$17,500.00
11-207-100-800 Other Objects	$300,000.00	$269,884.45	$10,845.00	$19,270.55
TOTAL	$5,264,528.27	$4,498,642.99	$515,634.21	$250,251.07
Resource Room/Resource Center:				
11-213-100-101 Salaries of Teachers	$2,254,328.00	$2,012,748.33	$241,579.67	$0.00
11-213-100-610 General supplies	$6,780.00	$5,197.94	$18.05	$1,564.01
TOTAL	$2,261,108.00	$2,017,946.27	$241,597.72	$1,564.01
Autism:				
11-214-100-101 Salaries of Teachers	$179,910.00	$161,919.00	$17,991.00	$0.00
11-214-100-106 Other Salaries for Instruction	$56,144.34	$56,144.34	.00	.00
TOTAL	$236,054.34	$218,063.34	$17,991.00	$0.00
Preschool Disabilities - Full-Time:				
11-216-100-101 Salaries of Teachers	$74,730.00	$68,472.18	$6,257.82	$0.00
11-216-100-106 Other Salaries for Instruction	$19,246.08	$19,246.08	.00	.00

Mountain Lakes Board of Education

GENERAL FUND - FUND 10

STATEMENT OF APPROPRIATIONS

COMPARED WITH EXPENDITURES AND ENCUMBRANCES

For 11 Month Period Ending 05/01/2026

	Appropriations	Expenditures	Encumbrances	Available Balance
TOTAL	$93,976.08	$87,718.26	$6,257.82	$0.00
Home Instruction:				
11-219-100-101 Salaries of Teachers	$533,418.27	$458,699.41	$73,648.59	$1,070.27
11-219-100-320 Purchased Prof.-Ed. Services	$3,010.02	.00	.00	$3,010.02
11-219-100-500 Other Purch. Serv. (400-500 series)	$41,901.78	$10,153.72	$11,081.40	$20,666.66
11-219-100-610 General Supplies	$5,000.00	.00	.00	$5,000.00
TOTAL	$583,330.07	$468,853.13	$84,729.99	$29,746.95
TOTAL SPECIAL ED - INSTRUCTION	$8,445,121.26	$7,297,348.49	$866,210.74	$281,562.03
--- School spons.cocurricular activities-Instruction ---				
11-401-100-100 Salaries	$176,556.75	$114,576.00	.00	$61,980.75
11-401-100-500 Purchased Services (300-500 series)	$200.00	$200.00	.00	.00
11-401-100-600 Supplies and Materials	$8,238.50	$3,765.03	.00	$4,473.47
TOTAL	$184,995.25	$118,541.03	$0.00	$66,454.22
--- School sponsored athletics-Instruct. ---				
11-402-100-100 Salaries	$905,558.00	$673,341.15	$28,036.83	$204,180.02
11-402-100-500 Purchased Services (300-500 series)	$40,324.16	$30,324.16	$557.50	$9,442.50
11-402-100-600 Supplies and Materials	$66,500.00	$56,113.87	$1,554.00	$8,832.13
11-402-100-800 Other Objects	$138,381.19	$103,820.72	$25,319.33	$9,241.14
TOTAL	$1,150,763.35	$863,599.90	$55,467.66	$231,695.79
--- UNDISTRIBUTED EXPENDITURES ---				
--- Instruction ---				
11-000-100-563 Tuition to Co.Voc.School Dist.-reg.	$99,267.00	$96,703.80	$2,507.20	$56.00
11-000-100-564 Tuition to Co.Voc. School Dist.-spec.	$75,000.00	$70,834.40	$4,165.60	.00
11-000-100-566 Tuition to Priv Sch for Disbl w/i State	$579,385.51	$490,071.63	$89,313.88	.00
TOTAL	$753,652.51	$657,609.83	$95,986.68	$56.00
--- Attendance and social work services ---				
11-000-211-100 Salaries	$35,048.40	$32,127.70	$2,920.70	.00
TOTAL	$35,048.40	$32,127.70	$2,920.70	$0.00
--- Health services ---				
11-000-213-100 Salaries	$430,948.17	$380,738.64	$50,209.53	.00
11-000-213-300 Purchased Prof. & Tech. Svc.	$314,482.63	$235,013.68	$53,253.12	$26,215.83
11-000-213-600 Supplies and Materials (600-615)	$10,871.19	$6,302.64	$335.81	$4,232.74
11-000-213-800 Other Objects	$256.50	$256.50	.00	.00
TOTAL	$756,558.49	$622,311.46	$103,798.46	$30,448.57
--- Speech, OT,PT & Related Svcs ---				
11-000-216-100 Salaries	$714,759.00	$611,011.05	$101,256.95	$2,491.00
11-000-216-320 Purchased Prof. Ed. Services	$6,064.00	.00	$6,064.00	.00
11-000-216-600 Supplies and Materials	$870.00	$752.73	.00	$117.27
TOTAL	$721,693.00	$611,763.78	$107,320.95	$2,608.27
--- Other support services - Students - Extra Srvc				
11-000-217-100 Salaries	$398,709.70	$282,744.37	$114,671.63	$1,293.70

Mountain Lakes Board of Education
GENERAL FUND - FUND 10
STATEMENT OF APPROPRIATIONS
COMPARED WITH EXPENDITURES AND ENCUMBRANCES
For 11 Month Period Ending 05/01/2026

	Appropriations	Expenditures	Encumbrances	Available Balance
TOTAL	$398,709.70	$282,744.37	$114,671.63	$1,293.70
--- Guidance ---				
11-000-218-104 Salaries Other Prof. Staff	$798,717.47	$708,973.37	$85,409.59	$4,334.51
11-000-218-105 Sal Secr. & Clerical Asst.	$97,302.60	$90,785.10	$6,517.50	.00
11-000-218-320 Purchased Prof. - Ed. Services	$7,227.11	$7,227.11	.00	.00
11-000-218-500 Other Purchased Services (400-500 series)	$2,023.06	$2,023.06	.00	.00
11-000-218-600 Supplies and Materials	$10,968.62	$10,595.55	.00	$373.07
11-000-218-800 Other Objects	$2,747.00	$2,717.00	.00	$30.00
TOTAL	$918,985.86	$822,321.19	$91,927.09	$4,737.58
--- Child Study Teams ---				
11-000-219-104 Salaries Other Prof. Staff	$916,959.15	$916,959.15	.00	.00
11-000-219-105 Sal Secr. & Clerical Asst.	$125,010.12	$113,820.94	$11,189.18	.00
11-000-219-592 Misc Purch Ser(400-500 O/than Resid costs)	$36,192.58	$35,866.58	$321.00	$5.00
11-000-219-600 Supplies and Materials	$7,686.00	$7,452.11	$61.36	$172.53
TOTAL	$1,085,847.85	$1,074,098.78	$11,571.54	$177.53
--- Improv. of instr. Serv. ---				
11-000-221-102 Salaries Superv. of Instr.	$728,213.26	$728,213.26	.00	.00
11-000-221-104 Salaries Other Prof. Staff	$81,596.37	$81,596.37	.00	.00
11-000-221-320 Purchased Prof. - Ed. Services	$22,501.00	$22,501.00	.00	.00
11-000-221-500 Other Purchased Services (400-500 series)	$2,166.25	.00	.00	$2,166.25
11-000-221-600 Supplies and Materials	$3,597.39	$3,327.55	$254.03	$15.81
11-000-221-800 Other Objects	$8,329.00	$7,419.00	.00	$910.00
TOTAL	$846,403.27	$843,057.18	$254.03	$3,092.06
--- Educational media serv./sch.library ---				
11-000-222-100 Salaries	$261,065.50	$239,764.50	$21,301.00	.00
11-000-222-177 Salaries of Technology Coordinators	$48,055.77	$44,051.06	$4,004.71	.00
11-000-222-600 Supplies and Materials	$35,183.82	$30,499.28	$4,290.69	$393.85
11-000-222-800 Other Objects	$450.00	.00	.00	$450.00
TOTAL	$344,755.09	$314,314.84	$29,596.40	$843.85
--- Instructional Staff Training Services ---				
11-000-223-320 Purchased Prof. - Ed. Services	$45,050.00	$33,087.87	$11,962.13	.00
11-000-223-500 Other Purchased Services (400-500 series)	$19,755.63	$12,869.85	$4,461.37	$2,424.41
11-000-223-600 Supplies and Materials	$1,500.00	$1,433.28	$64.38	$2.34
11-000-223-800 Other Objects	$2,628.00	$2,444.00	.00	$184.00
TOTAL	$68,933.63	$49,835.00	$16,487.88	$2,610.75
--- Support services-general administration ---				
11-000-230-100 Salaries	$411,114.29	$382,639.41	$28,413.35	$61.53
11-000-230-331 Legal Services	$225,125.35	$158,389.67	$66,735.68	.00
11-000-230-332 Audit Fees	$43,350.00	$35,350.00	$8,000.00	.00
11-000-230-339 Other Purchased Prof. Svc.	$45,248.58	$45,010.44	$238.14	.00
11-000-230-530 Communications/Telephone	$877.26	.00	$480.00	$397.26
11-000-230-580 Travel - All Other	$1,209.20	$1,209.20	.00	.00

Mountain Lakes Board of Education
GENERAL FUND - FUND 10
STATEMENT OF APPROPRIATIONS
COMPARED WITH EXPENDITURES AND ENCUMBRANCES
For 11 Month Period Ending 05/01/2026

	Appropriations	Expenditures	Encumbrances	Available Balance
11-000-230-585 BOE Other Purchased Prof. Svc.	$3,500.00	$1,606.06	$1,043.94	$850.00
11-000-230-590 Misc Purchased Services (400-500)	$288,681.50	$284,786.50	$3,895.00	$0.00
11-000-230-610 General Supplies	$465.79	$465.79	.00	.00
11-000-230-820 Judgments Against. School District.	$1,040.00	$1,040.00	.00	.00
11-000-230-890 Misc. Expenditures	$8,038.00	$6,616.82	$1,421.18	.00
11-000-230-895 BOE Membership Dues and Fees	$15,292.52	$15,292.52	.00	.00
TOTAL	$1,043,942.49	$932,406.41	$110,227.29	$1,308.79
--- Support services-school administration ---				
11-000-240-103 Salaries Princ./Asst. Princ.	$891,626.00	$817,323.32	$74,302.12	$0.56
11-000-240-104 Salaries Other Prof. Staff	$109,947.97	$109,947.97	.00	.00
11-000-240-105 Sal Secr. & Clerical Asst.	$528,815.81	$478,050.77	$45,364.00	$5,401.04
11-000-240-199 Unused Vac Payment to Term/Ret Staff	$22,570.08	$19,557.43	.00	$3,012.65
11-000-240-500 Other Purchased Services (400-500 series)	$30,634.73	$10,921.97	$9,504.83	$10,207.93
11-000-240-600 Supplies and Materials	$67,173.33	$51,442.02	$9,231.66	$6,499.65
11-000-240-800 Other Objects	$12,750.00	$8,722.00	$60.00	$3,968.00
TOTAL	$1,663,517.92	$1,495,965.48	$138,462.61	$29,089.83
--- Central Services ---				
11-000-251-100 Salaries	$446,308.00	$348,220.97	$96,065.99	$2,021.04
11-000-251-199 Unused Vac Payment to Term/Ret Staff	$37,968.02	$37,968.02	.00	.00
11-000-251-592 Misc Pur Serv (400-500 seriess)	$27,141.98	$22,254.45	$3,359.69	$1,527.84
11-000-251-600 Supplies and Materials	$10,325.92	$9,400.92	.00	$925.00
11-000-251-89X Other Objects	$4,765.41	$4,674.23	$634.59	($543.41)
TOTAL	$526,509.33	$422,518.59	$100,060.27	$3,930.47
--- Admin. Info. Technology ---				
11-000-252-100 Salaries	$112,103.14	$102,785.96	$9,317.18	.00
11-000-252-340 Purchased Technical Services	$51,450.00	$46,507.07	$1,550.00	$3,392.93
11-000-252-500 Other Pur Serv. (400-500 seriess)	$25,419.86	$17,401.80	$171.04	$7,847.02
11-000-252-600 Supplies and Materials	$4,550.00	$952.50	$1,212.85	$2,384.65
11-000-252-800 Other Objects	$5,650.00	$4,936.00	.00	$714.00
TOTAL	$199,173.00	$172,583.33	$12,251.07	$14,338.60
TOTAL Cent. Svcs. & Admin IT	$725,682.33	$595,101.92	$112,311.34	$18,269.07
--- Required Maint.for School Facilities ---				
11-000-261-100 Salaries	$248,494.88	$191,658.86	$33,995.76	$22,840.26
11-000-261-199 Unused Vac Payment to Term/Ret Staff	$5,400.31	$5,400.31	.00	.00
11-000-261-420 Cleaning, Repair & Maint. Svc	$870,966.39	$780,235.67	$90,730.72	.00
11-000-261-610 General Supplies	$43,091.78	$39,906.56	$3,185.22	.00
11-000-261-800 Other Objects	$20,677.72	$15,360.00	$4,703.00	$614.72
TOTAL	$1,188,631.08	$1,032,561.40	$132,614.70	$23,454.98
--- Custodial Services ---				
11-000-262-1XX Salaries	$1,261,568.12	$1,113,215.94	$138,363.90	$9,988.28
11-000-262-199 Unused Vac Payment to Term/Ret Staff	$27,728.84	$27,728.84	.00	.00
11-000-262-420 Cleaning, Repair & Maint. Svc.	$67,972.75	$65,731.67	.00	$2,241.08

Mountain Lakes Board of Education
GENERAL FUND - FUND 10
STATEMENT OF APPROPRIATIONS
COMPARED WITH EXPENDITURES AND ENCUMBRANCES
For 11 Month Period Ending 05/01/2026

	Appropriations	Expenditures	Encumbrances	Available Balance
11-000-262-441 Rental of Land & Bldgs Other Than Lease	$45,000.00	$45,000.00	.00	.00
11-000-262-444 Lease Purch Paymts - Energy Saving	$184,500.00	$175,138.89	.00	$9,361.11
11-000-262-490 Other Purchased Property Svc.	$31,400.00	$18,271.64	$13,128.36	.00
11-000-262-610 General Supplies	$69,281.43	$60,121.87	$4,369.25	$4,790.31
11-000-262-621 Energy (Natural Gas)	$392,494.74	$378,855.46	$5,378.31	$8,260.97
11-000-262-622 Energy (Electricity)	$467,636.08	$331,892.05	$119,145.79	$16,598.24
11-000-262-8XX Other Objects	$6,727.02	$6,720.00	$0.00	$7.02
TOTAL	$2,554,308.98	$2,222,676.36	$280,385.61	$51,247.01
--- Care and Upkeep of Grounds ---				
11-000-263-100 Salaries	$109,115.35	$98,220.38	$10,894.97	.00
11-000-263-420 Cleaning, Repair, & Maintenance Serv.	$146,715.29	$123,602.38	$22,762.91	$350.00
11-000-263-610 General Supplies	$26,619.53	$21,603.93	$3,354.25	$1,661.35
11-000-263-800 Other Objects	$4,115.31	$1,291.15	$100.00	$2,724.16
TOTAL	$286,565.48	$244,717.84	$37,112.13	$4,735.51
--- Security ---				
11-000-266-100 Salaries	$92,000.00	$50,756.98	$41,243.02	.00
11-000-266-300 Purchased Prof. & Tech. Svc.	$6,429.86	$5,418.54	$1,011.32	.00
11-000-266-420 Cleaning, Repair, & Maintenance Serv.	$530.60	.00	.00	$530.60
11-000-266-610 General Supplies	$5,000.00	$2,550.78	.00	$2,449.22
TOTAL	$103,960.46	$58,726.30	$42,254.34	$2,979.82
TOTAL Oper & Maint of Plant Services	$4,133,466.00	$3,558,681.90	$492,366.78	$82,417.32
--- Student transportation services ---				
11-000-270-161 Sal Pupil Trans(Bet Home & Sch)-Sp Ed	$25,171.00	$17,916.13	$4,215.56	$3,039.31
11-000-270-503 Contr Svc-Aid in Lieu Paymnts-Non Pub Sch	$41,158.00	$12,947.00	$20,597.50	$7,613.50
11-000-270-511 Contract Svc (btw Home & Sch.)-vendors	$106,000.00	$105,418.40	.00	$581.60
11-000-270-512 Contract Svc (other btw home & sch)-vndrs	$313,613.65	$255,653.45	$7,575.20	$50,385.00
11-000-270-514 Contract Svc (Sp Ed.)-vendors	$104.48	.00	.00	$104.48
11-000-270-517 Contract Svc (reg std) - ESCs	$105,266.00	$105,237.60	$28.40	.00
11-000-270-518 Contract Svc (Sp Ed) - ESCs	$203,929.52	$190,059.68	$13,869.84	.00
11-000-270-800 Misc. Expenditures	$750.00	$150.00	.00	$600.00
TOTAL	$795,992.65	$687,382.26	$46,286.50	$62,323.89
--- Personal Services-Employee Benefits---				
11-XXX-XXX-220 Social Security Contributions	$702,742.00	$517,045.08	$185,696.92	.00
11-XXX-XXX-241 Other Retirement Contrb. - PERS	$605,727.00	$585,864.00	.00	$19,863.00
11-XXX-XXX-249 Other Retirement Contrb. - Regular	$55,425.00	$49,660.26	$5,764.74	.00
11-XXX-XXX-260 Workman's Compensation	$173,836.00	$168,456.80	$5,379.00	$0.20
11-XXX-XXX-270 Health Benefits	$6,360,865.07	$5,891,367.13	$349,011.80	$120,486.14
11-XXX-XXX-280 Tuition Reimbursement	$78,955.00	$18,955.00	$60,000.00	.00
11-XXX-XXX-290 Other Employee Benefits	$86,310.00	$86,291.75	.00	$18.25
11-XXX-XXX-299 Unused Sick Payment to Term/Ret Staff	$74,500.00	$67,757.50	.00	$6,742.50
TOTAL	$8,138,360.07	$7,385,397.52	$605,852.46	$147,110.09

Mountain Lakes Board of Education
GENERAL FUND - FUND 10
STATEMENT OF APPROPRIATIONS
COMPARED WITH EXPENDITURES AND ENCUMBRANCES
For 11 Month Period Ending 05/01/2026

	Appropriations	Expenditures	Encumbrances	Available Balance
--- Food services ---				
11-000-310-93X Transfers to Cover Deficit (Enterprise)	$66,745.00	$54,211.04	$12,533.96	.00
TOTAL	$66,745.00	$54,211.04	$12,533.96	$0.00
Total Undistributed Expenditures	$22,498,294.26	$20,019,330.66	$2,092,576.30	$386,387.30
*** TOTAL CURRENT EXPENSE EXPENDITURES ***	$44,090,310.40	$38,592,399.72	$4,351,143.64	$1,146,767.04
*** TOTAL CURRENT EXPENSE EXPENDITURES & TRANSFERS ***	$44,090,310.40	$38,592,399.72	$4,351,143.64	$1,146,767.04

Mountain Lakes Board of Education
GENERAL FUND - FUND 10
STATEMENT OF APPROPRIATIONS
COMPARED WITH EXPENDITURES AND ENCUMBRANCES
For 11 Month Period Ending 05/01/2026

		Appropriations	Expenditures	Encumbrances	Available Balance
*** C A P I T A L O U T L A Y ***					
--- E Q U I P M E N T ---					
	Regular programs-instruction				
12-120-100-730	Grades 1-5	$18,076.25	$17,815.00	.00	$261.25
12-130-100-730	Grades 6-8	$7,635.00	$7,635.00	.00	.00
12-140-100-730	Grades 9-12	$68,382.32	$20,360.00	$44,382.17	$3,640.15
12-000-252-730	Admin. Info. Tech.	$8,038.75	$8,038.75	.00	.00
12-000-261-730	Undist. Exp.-Req. Maint. Schl Facilities	$77,868.23	$77,868.23	.00	.00
	Undist. Exp. - Non-instructional Services TOTAL	$180,000.55	$131,716.98	$44,382.17	$3,901.40
--- Facilities acquisition and construction services ---					
12-000-400-450	Construction Services	$719,534.09	$595,367.73	$63,500.00	$60,666.36
12-000-400-896	Assmt for Debt Service on SDA Funding	$48,298.00	$48,298.00	.00	.00
	Sub Total	$767,832.09	$643,665.73	$63,500.00	$60,666.36
	TOTAL	$767,832.09	$643,665.73	$63,500.00	$60,666.36
	TOTAL CAPITAL OUTLAY EXPENDITURES	$947,832.64	$775,382.71	$107,882.17	$64,567.76
*** S P E C I A L S C H O O L S ***					
--- Summer school - Instruction ---					
13-422-100-101	Salaries of Teachers	$159,028.58	$159,028.58	$0.00	$0.00
13-422-100-106	Other salaries of instruction	$155,413.34	$155,413.34	.00	.00
13-422-100-300	Purchased prof. & tech. services	$23,266.00	$23,266.00	.00	.00
	TOTAL	$337,707.92	$337,707.92	$0.00	$0.00
	TOTAL SUMMER SCHOOL	$337,707.92	$337,707.92	$0.00	$0.00
--- Other special schools - instruction ---					
13-4XX-100-101	Salaries of Teachers	$169,990.00	$162,503.55	$0.00	$7,486.45
13-4XX-100-610	General supplies	$16,650.36	$11,547.29	$3,149.90	$1,953.17
	TOTAL	$186,640.36	$174,050.84	$3,149.90	$9,439.62
	TOTAL OTHER SPECIAL SCHOOLS	$186,640.36	$174,050.84	$3,149.90	$9,439.62
	TOTAL SPECIAL SCHOOLS EXPENDITURES	$524,348.28	$511,758.76	$3,149.90	$9,439.62

Mountain Lakes Board of Education
GENERAL FUND - FUND 10
STATEMENT OF APPROPRIATIONS
COMPARED WITH EXPENDITURES AND ENCUMBRANCES
For 11 Month Period Ending 05/01/2026

	Appropriations	Expenditures	Encumbrances	Available Balance
10-000-100-56X Transfer of Funds to Charter Schls.	$9,465.60	.00	.00	$9,465.60
TOTAL GENERAL FUND EXPENDITURES	$45,571,956.92	$39,879,541.19	$4,462,175.71	$1,230,240.02

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REPORT OF THE SECRETARY CERTIFICATION PAGE
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education
General Fund - Fund 10

For 11 Month Period Ending 05/01/2026

I, _____, Board Secretary/Business Administrator
certify that no line item account has encumbrances and expenditures,
which in total exceed the line item appropriation in violation of N.J.A.C. 6A:23A-16.10(c)3.

_____ _____
Board Secretary/Business Administrator Date

All Accounts in the Expense Account File appear to be included in the details of THE REPORT OF THE SECRETARY

6/12 8:21am

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education
School-Based Budget - Fund 15
Interim Balance Sheet
For 11 Month Period Ending 05/01/26

ASSETS AND RESOURCES

--- A S S E T S ---

--- R E S O U R C E S ---

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education
School-Based Budget - Fund 15
Interim Balance Sheet
For 11 Month Period Ending 05/01/26

LIABILITIES AND FUND EQUITY

F U N D B A L A N C E

--- A p p r o p r i a t e d ---

Reserved fund balance:

--- U n a p p r o p r i a t e d ---

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education
School-Based Budget - Fund 15
Interim Balance Sheet
For 11 Month Period Ending 05/01/26

LIABILITIES AND FUND EQUITY

RECAPITULATION OF FUND BALANCE:

	Budgeted	Actual	Variance
Less: Adjust for prior year encumb.	$0.00	$0.00	

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education

School-Based Budget - Fund 15
INTERIM STATEMENTS COMPARING
BUDGET REVENUE WITH ACTUAL TO DATE
For 11 Month Period Ending 05/01/26

	BUDGETED ESTIMATED	ACTUAL TO DATE	NOTE: OVER OR (UNDER)	UNREALIZED BALANCE
*** REVENUES/SOURCES OF FUNDS ***				
	ESTIMATED	ACTUAL	UNREALIZED	

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education

School-Based Budget - FUND 15
STATEMENT OF APPROPRIATIONS
COMPARED WITH EXPENDITURES AND ENCUMBRANCES
For 11 Month Period Ending 05/01/26

	Appropriations	Expenditures	Encumbrances	Available Balance
*** A P P R O P R I A T I O N S ***				
--- SPECIAL EDUCATION - INSTRUCTION ---				
--- UNDISTRIBUTED EXPENDITURES ---				

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education
School-Based Budget - Fund 15
Interim Balance Sheet
For 11 Month Period Ending 05/01/26

C A P I T A L O U T L A Y

Appropriations	Expenditures	Encumbrances	Available Balance

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REPORT OF THE SECRETARY CERTIFICATION PAGE
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education
School-Based Budget - Fund 15

For 11 Month Period Ending 05/01/26

I, _____, Board Secretary/Business Administrator
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Board Secretary/Business Administrator Date

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6/12 8:21am

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education
Special Revenue Fund - Fund 20
Interim Balance Sheet
For 11 Month Period Ending 05/01/26

ASSETS AND RESOURCES

--- A S S E T S ---

101	Cash in bank		$140,574.90
	Accounts receivable:		
132	Interfund	($12,743.02)	
140	Intergovernmental - Accts. Recvble.	$6,222.56	
141	Intergovernmental - State	$79,720.69	
142	Intergovernmental - Federal	$27,852.79	
			$101,053.02
	Other Current Assets		$0.00

--- R E S O U R C E S ---

301	Estimated Revenues	$1,393,688.85	
302	Less Revenues	($1,882,022.45)	
			($488,333.60)
	Total assets and resources		($246,705.68)

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education
Special Revenue Fund - Fund 20
Interim Balance Sheet
For 11 Month Period Ending 05/01/26

LIABILITIES AND FUND EQUITY

--- L I A B I L I T I E S ---		
411	Intergovernmental accounts payable - State	$23,106.25
421	Accounts Payable	$9,968.30
481	Deferred revenues	($1,387,524.62)
	Other current liabilities	$24,434.39
	TOTAL LIABILITIES	($1,330,015.68)

F U N D B A L A N C E

--- A p p r o p r i a t e d ---

753	Reserve for encumbrances - Current Year			$71,821.05	
754	Reserve for encumbrances - Prior Year			$35,093.88	
601	Appropriations		$1,393,688.85		
602	Less: Expenditures	$345,472.73			
603	Encumbrances	$71,821.05			
			($417,293.78)		
				$976,395.07	
	TOTAL FUND BALANCE				$1,083,310.00
	TOTAL LIABILITIES AND FUND EQUITY				($246,705.68)

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education
Special Revenue Fund - Fund 20
INTERIM STATEMENTS COMPARING
BUDGET REVENUE WITH ACTUAL TO DATE AND
APPROPRIATIONS WITH EXPENDITURES AND ENCUMBRANCES TO DATE
For 11 Month Period Ending 05/01/26

		BUDGETED ESTIMATED	ACTUAL TO DATE	NOTE: OVER OR (UNDER)	UNREALIZED BALANCE
*** REVENUES/SOURCES OF FUNDS ***					
1XXX	From Local Sources	$88,660.25	$38,287.83		$50,372.42
3XXX	From State Sources	$189,297.00	$184,114.00		$5,183.00
4XXX	From Federal Sources	$1,115,731.60	$1,659,620.62		($543,889.02)
	TOTAL REVENUE/SOURCES OF FUNDS	$1,393,688.85	$1,882,022.45		($488,333.60)

*** EXPENDITURES ***	APPROPRIATIONS	EXPENDITURES	ENCUMBRANCES	AVAILABLE BALANCE
LOCAL PROJECTS:				
Other Local Projects (001-199)	$88,660.25	$53,863.41	$2,468.60	$32,328.24
TOTAL LOCAL PROJECTS	$88,660.25	$53,863.41	$2,468.60	$32,328.24
STATE PROJECTS:				
SDA Emergent Needs & Capital Maintenance (492)	$68,582.00	.00	.00	$68,582.00
ARP - State Fiscal Recovery Funds (498)	$809,300.60	$1,225.00	.00	$808,075.60
Nonpublic textbooks (501)	$4,783.00	$3,590.95	.00	$1,192.05
Nonpublic handicapped services (506)	$82,367.00	$50,796.06	$31,570.94	.00
Nonpublic nursing services (509)	$12,522.00	$12,522.00	.00	.00
Nonpublic Technology Aid (510)	$3,413.00	$3,401.51	.00	$11.49
Nonpublic School Programs (511)	$17,630.00	$17,629.99	.00	$0.01
TOTAL STATE PROJECTS	$998,597.60	$89,165.51	$31,570.94	$877,861.15
FEDERAL PROJECTS:				
I.D.E.A. Part B (Handicapped) (250-259)	$294,458.00	$193,155.17	$37,781.51	$63,521.32
ESSA Title II - Part A/D (270-279)	$11,973.00	$9,288.64	.00	$2,684.36
TOTAL FEDERAL PROJECTS	$306,431.00	$202,443.81	$37,781.51	$66,205.68
*** TOTAL EXPENDITURES ***	$1,393,688.85	$345,472.73	$71,821.05	$976,395.07

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education
SPECIAL REVENUE - FUND 20
SCHEDULE OF REVENUES
ACTUAL COMPARED WITH ESTIMATED
For 11 Month Period Ending 05/01/26

		ESTIMATED	ACTUAL	UNREALIZED
1XXX	Other Revenue from Local Sources	$88,660.25	$38,287.83	$50,372.42
	Total Revenues from Local Sources	$88,660.25	$38,287.83	$50,372.42
--- STATE SOURCES ---				
3257	SDA Emergent Needs & Capital Maintenance	$68,582.00	$68,582.00	.00
32XX	Other Restricted Entitlements	$120,715.00	$115,532.00	$5,183.00
	Total Revenue from State Sources	$189,297.00	$184,114.00	$5,183.00
--- FEDERAL SOURCES ---				
4411-16	Title I		$3,088.00	($3,088.00)
4451-55	Title II	$11,973.00	$2,924.00	$9,049.00
4409	ARP - IDEA Preschool		$34,315.00	($34,315.00)
4420-29	I.D.E.A. Part B (Handicapped)	$294,458.00	$64,920.00	$229,538.00
4532	Coronavirus Relief Fund Grant		$745,073.02	($745,073.02)
4548	ARP-State Fiscal Recovery Funds	$809,300.60	$809,300.60	.00
	Total Revenues from Federal Sources	$1,115,731.60	$1,659,620.62	($543,889.02)
	TOTAL REVENUES/SOURCES OF FUNDS	$1,393,688.85	$1,882,022.45	($488,333.60)

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education
Special Revenue Fund - Fund 20
STATEMENT OF APPROPRIATIONS - RESTRICTED STATE ENTITLEMENTS
COMPARED WITH EXPENDITURES AND ENCUMBRANCES
For 11 Month Period Ending 05/01/26

	Appropriations	Expenditures	Encumbrances	Available Balance
Local Projects:				
20-001-XXX-XXX to 20-199-XXX-XXX Local Projects	$88,660.25	$53,863.41	$2,468.60	$32,328.24
TOTAL LOCAL PROJECTS	$88,660.25	$53,863.41	$2,468.60	$32,328.24
State Projects:				
-- Other State Programs --				
20-501-XXX-XXX to 20-511-XXX-XXX Nonpublic Programs	$120,715.00	$87,940.51	$31,570.94	$1,203.55
20-492-XXX-XXX SDA Emergent Needs & Capital Maintenance	$68,582.00	.00	.00	$68,582.00
20-498-XXX-XXX ARP - State Fiscal Recovery Funds	$809,300.60	$1,225.00	.00	$808,075.60
-- TOTAL Other State Programs --	$998,597.60	$89,165.51	$31,570.94	$877,861.15
TOTAL STATE PROJECTS	$998,597.60	$89,165.51	$31,570.94	$877,861.15
Federal Projects:				
--- CARES Act Educational Stabilization Fund ---				
--- Bridging the Digital Divide Program				
--- Coronavirus Relief Grant Program ---				
--- Other Federal Programs ---				
20-25X-XXX-XXX I.D.E.A. Part B	$294,458.00	$193,155.17	$37,781.51	$63,521.32
20-27X-XXX-XXX ESSA Title II - Part A/D	$11,973.00	$9,288.64	.00	$2,684.36
TOTAL Other Federal Programs	$306,431.00	$202,443.81	$37,781.51	$66,205.68
TOTAL FEDERAL PROJECTS	$306,431.00	$202,443.81	$37,781.51	$66,205.68
20-XXX-XXX-XXX All Other State/Fed/Loc Projects	$0.00	$0.00	$0.00	$0.00
T O T A L E X P E N D I T U R E S	$1,393,688.85	$345,472.73	$71,821.05	$976,395.07

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REPORT OF THE SECRETARY CERTIFICATION PAGE
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education

Special Revenue Fund - Fund 20
For 11 Month Period Ending 05/01/26

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Board Secretary/Business Administrator Date

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6/12 8:21am

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education
Capital Projects Fund - Fund 30
Interim Balance Sheet
For 11 Month Period Ending 05/01/26

ASSETS AND RESOURCES

--- A S S E T S ---

101	Cash in bank		($712,609.16)
	Accounts receivable:		
141	Intergovernmental - State	$904,200.00	
			$904,200.00

--- R E S O U R C E S ---

	Total assets and resources	$191,590.84

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education

Capital Projects Fund - Fund 30
Interim Balance Sheet
For 11 Month Period Ending 05/01/26

LIABILITIES AND FUND EQUITY

F U N D B A L A N C E

--- A p p r o p r i a t e d ---

--- U n a p p r o p r i a t e d ---

770	Fund balance	$191,590.84	
	TOTAL FUND BALANCE		$191,590.84
	TOTAL LIABILITIES AND FUND EQUITY		$191,590.84

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education

Capital Projects Fund - Fund 30
INTERIM STATEMENTS COMPARING
BUDGET REVENUE WITH ACTUAL TO DATE AND
APPROPRIATIONS WITH EXPENDITURES AND ENCUMBRANCES TO DATE
For 11 Month Period Ending 05/01/26

	BUDGETED ESTIMATED	ACTUAL TO DATE	NOTE: OVER OR (UNDER)	UNREALIZED BALANCE
*** REVENUES/SOURCES OF FUNDS ***				

*** EXPENDITURES ***	APPROPRIATIONS	EXPENDITURES	ENCUMBRANCES	AVAILABLE BALANCE

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REPORT OF THE SECRETARY CERTIFICATION PAGE
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education

Capital Projects Fund - Fund 30
For 11 Month Period Ending 05/01/26

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Board Secretary/Business Administrator Date

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6/12 8:21am

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education
Debt Service Fund - Fund 40
Interim Balance Sheet
For 11 Month Period Ending 05/01/26

ASSETS AND RESOURCES

--- A S S E T S ---			
101	Cash in bank		$13,760.25
121	Tax levy receivable		$126,193.53
--- R E S O U R C E S ---			
301	Estimated Revenues	$1,755,201.00	
302	Less Revenues	($1,634,755.96)	
			$120,445.04
	Total assets and resources		$260,398.82

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education

Debt Service Fund - Fund 40
Interim Balance Sheet
For 11 Month Period Ending 05/01/26

LIABILITIES AND FUND EQUITY

--- L I A B I L I T I E S ---

Other current liabilities			$140,041.17
TOTAL LIABILITIES			$140,041.17

F U N D B A L A N C E

--- A p p r o p r i a t e d ---

Reserved fund balance:

601	Appropriations		$1,634,756.26	
602	Less : Expenditures	$1,634,756.26		
			($1,634,756.26)	
--- U n a p p r o p r i a t e d ---				
770	Fund Balance			($87.09)
303	Budgeted Fund Balance			$120,444.74
	TOTAL FUND BALANCE			$120,357.65
	TOTAL LIABILITIES AND FUND EQUITY			$260,398.82

RECAPITULATION OF FUND BALANCE:	Budgeted	Actual	Variance
Appropriations	$1,634,756.26	$1,634,756.26	$0.00
Revenues	($1,755,201.00)	($1,634,755.96)	($120,445.04)
	($120,444.74)	$0.30	($120,445.04)
--- Change in Maint. / Capital reserve account ---			
Subtotal	($120,444.74)	$0.30	($120,445.04)
Less: Adjust for prior year encumb.	$0.00	$0.00	
Budgeted Fund Balance	($120,444.74)	$0.30	($120,445.04)

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education

Debt Service Fund - Fund 40
INTERIM STATEMENTS COMPARING
BUDGET REVENUE WITH ACTUAL TO DATE AND
APPROPRIATIONS WITH EXPENDITURES AND ENCUMBRANCES TO DATE
For 11 Month Period Ending 05/01/26

		BUDGETED ESTIMATED	ACTUAL TO DATE	NOTE: OVER OR (UNDER)	UNREALIZED BALANCE
*** REVENUES/SOURCES OF FUNDS ***					
--- Local Sources ---					
1210	Local tax levy	$1,634,756.00	$1,514,310.96		$120,445.04
	Total Local Sources	$1,634,756.00	$1,514,310.96		$120,445.04
--- State Sources ---					
3160	Debt service aid Type II	$120,445.00	$120,445.00		.00
	Total State Sources	$120,445.00	$120,445.00		$0.00
	TOTAL REVENUE/SOURCES OF FUNDS	$1,755,201.00	$1,634,755.96		$120,445.04

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education

Debt Service Fund - Fund 40
INTERIM STATEMENTS COMPARING
BUDGET REVENUE WITH ACTUAL TO DATE AND
APPROPRIATIONS WITH EXPENDITURES AND ENCUMBRANCES TO DATE
For 11 Month Period Ending 05/01/26

*** EXPENDITURES ***	APPROPRIATIONS	EXPENDITURES/Enc.	AVAILABLE BALANCE
--- Debt Service - Regular ---			
40-701-510-834 Interest on Bonds	$434,756.26	$434,756.26	.00
40-701-510-910 Redemption of Principal	$1,200,000.00	$1,200,000.00	.00
TOTAL	$1,634,756.26	$1,634,756.26	$0.00
TOTAL USES OF FUNDS BEFORE TRANSFERS	$1,634,756.26	$1,634,756.26	$0.00
*** TOTAL USES OF FUNDS ***	$1,634,756.26	$1,634,756.26	$0.00

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REPORT OF THE SECRETARY CERTIFICATION PAGE
TO THE BOARD OF EDUCATION
Mountain Lakes Board of Education
Debt Service Fund - Fund 40

For 11 Month Period Ending 05/01/26

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_____ _____
Board Secretary/Administrator Date

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Stale Outstanding Student Activity Checks

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	Date Issued	Check #	Amount	School
	DISTRICT			
1	6/6/2022	5035	$727.00	MLHS
2	11/8/2022	5268	$39.90	MLHS
3	12/5/2023	583	$85.00	MLHS
4	11/28/22	1130	$850.00	LD
	IVY H/WW/BC			
5	1/31/18	1147	$100.00	BC
6	3/13/18	1160	1160	BC
7	4/27/20	1472	$126.00	BC
8	4/27/20	1479	$126.00	BC
9	4/28/20	1519	$126.00	BC
10	5/6/20	1555	$100.00	BC
11	5/6/20	1561	$100.00	BC
12	5/8/20	1602	$595.00	BC
13	5/11/20	1617	$572.00	BC
14	3/5/21	1688	$45.00	BC
15	11/1/21	1710	$150.00	BC
16	11/29/22	1810	$126.50	BC
17	5/12/23	1883	$30.00	BC
19	12/4/23	1911	$60.00	BC
18	6/12/24	1994	$45.00	BC
20	6/12/24	1997	$180.00	BC

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Andréanne Breton

Professional Summary

Experienced high school and elementary language teacher with 10+ years of experience in French, English and Spanish instruction. Skilled in curriculum design, student engagement, and differentiated learning. Proven leader as department chair and athletic coach, with a strong focus on building inclusive and high-performing programs.

Core Skills

- Curriculum Development • Classroom Management • Student Engagement
- Bilingual Instruction (French, English, Spanish) • Program Leadership • Educational Technology • Assessment Design

Professional Experience

French & Spanish Teacher, Truckee High School
2022 – Present

- Deliver engaging French (Levels 1–4) and Spanish (Level 1) instruction using interactive teaching strategies
- Design curriculum and assessments aligned with student learning outcomes
- Foster a positive classroom environment that supports student participation and success
- Organize and lead experiential learning opportunities, including student trips
- Collaborate with department colleagues to enhance curriculum alignment and instructional effectiveness

French Teacher, Placer High School
2015 – 2022

- Taught French Levels 1–4 with a focus on communication and cultural immersion
- Designed and implemented assessments to track student progress
- Partnered with department staff to improve curriculum and instruction
- Led distance learning programs across the district (2016–2021)

French Kindergarten Teacher, Claire Fontaine School
2013 – 2014

- Developed curriculum aligned with Waldorf educational philosophy
- Supported students' social, emotional, and academic development
- Conducted parent communication and progress reporting

English as a Second Language Teacher, Commission Scolaire des Premières Seigneuries (Québec, CAN)
2006 – 2012

- Delivered ESL instruction using differentiated strategies at the elementary and high school levels
- Integrated technology and thematic units to enhance learning
- Evaluated student progress through structured assessments

Leadership & Extracurricular

- Head Alpine Ski Coach, Truckee High School (2022–Present)
  - Lead and manage a 25+ athlete competitive ski program across regional events
  - Organize race logistics, travel coordination, and training schedules
  - Build a positive team culture focused on team spirit, performance and accountability
- World Language Department Chair, Placer High School (2018–2022)
- Organized and led international student trip to Europe (2025)
- French Club Advisor, Truckee & Placer High Schools (2015-Present)
- Nordic Ski Head Coach, Placer High School (2015–2018)

Education

California Single Subject Teaching Credential (ELD, French, Spanish)
Master of Arts in Education — Chapman University
Bachelor of Arts in Education — Laval University
Professional Spanish Language Certificate — UC San Diego

Certifications

CLAD • Spanish Language Program

Awards

Teacher Who Makes a Difference — Placer County Office of Education (2018)
Wave Award, Best Innovative Teacher (2014)

Languages & Technology

Fluent: French, English | Proficient: Spanish (Advanced Low – ACTFL OPI)
Aeries • AESOP • Google Suite • Smartboards • Microsoft Office

James Kayal

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PROFILE

Driven and passionate educator committed to empowering students for future success. Focused on igniting a love for learning in business through dynamic, hands-on instruction, real world applications and a deep belief in each student's potential to excel in both academics and life.

EDUCATION

Ramapo College - Mahwah, NJ
Post-Baccalaureate Teaching Education Certification (Business) - Deans List — May 2025

Stockton University - Galloway, NJ
Bachelor of Business Studies - Accounting Concentration , Economics Minor — May 2018

CERTIFICATIONS

- Business Education CEAS - May 2025
- Math Education CEAS - Anticipated September 2026
- NJ Substitute Teacher - June 2024
- CPR & AED through American Red Cross - March 2024
- Seizure Recognition & First Aid Training for School Personnel - February 2025
- NJPSAFEA - February 2025

RELEVANT EXPERIENCE

Computers & Business Teacher — April 2025 - June 2026
Lincoln Middle School — Hawthorne, NJ

- Developed curriculum for 6th grade TechSmart & 8th grade Future Business Makers courses, aligning instruction with NJSLS
- Designed and implemented engaging instructional material using a variety of teaching strategies to meet diverse student needs
- Planned and delivered differentiated instruction tailored to students varying abilities, interests and learning styles; incorporated accommodations and modifications to ensure full compliance with Individual Education Programs (IEPs)
- Maintained accurate and timely documentation of student grades, performance and progress; regularly analyzed academic data to identify trends, address individual student needs and adjust instruction to support measurable student growth
- Utilized formative and summative assessments to monitor student progress and guide instructional decisions
- Integrated instructional technology and digital tools to enhance student engagement and learning outcomes
- Created and maintained a positive, inclusive and student-centered classroom environment, fostering a culture of respect, collaboration and high expectations for all learners
- Communicated regularly with parents/guardians regarding student progress, behavioral concerns and areas of growth
- Analyzed data to identify student learning needs and implemented targeted supports in collaboration with colleagues
- Participated in staff meetings, professional development and curriculum planning initiatives; maintained current knowledge of best practices through ongoing professional learning

Student Teacher / Clinical Intern — September 2024 - April 2025
Lincoln Middle School — Hawthorne, NJ

- Collaborated with grade level colleagues to teach 6th, 7th, and 8th grade math classes, utilize effective classroom management styles partnered with strong communication skills to deliver student centered lessons
- Analyze and interpret NJSLA data to identify foundational skill gaps, informing targeted interventions to enhance student performance in current content areas to specifically increase student achievement as well as monitor student growth
- Utilized NJSLS and sample NJSLA questions to design lessons to address different learning styles through differentiation and visual aids
    - Topics include: Multiplying & Dividing Fractions, adding, subtracting, multiplying and dividing fractions and decimals, understand and compare ratios
- Incorporate formative and summative assessments into lesson plans to check for understanding
- Assist students individually and in small group setting and ensure students with IEPs have appropriate assistance
- Assumed responsibility for 7th grade Math lab (BSI Support)
- Participated in staff meetings, parent/teacher meetings, professional development workshops and assisted in maintaining student records through Google Classroom and Realtime
- Coordinate with department supervisor to align lessons with NJSLA skills and standards to increase student achievement as well as track student data

James Kayal

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PRIOR WORK EXPERIENCE:

Talent Sourcing Specialist July 2021 - May 2023
Alexander Mann Solutions Remote

- Responsible for providing support to internal recruiters at Bristol Myers Squibb, working jobs in procurement and IT

Talent Manager June 2018 - July 2021
Atrium Staffing Little Falls, NJ

- Responsible for recruiting, client management and business development in finance and accounting.

REFERENCES:

Courtney McGovern

Experience

SPEECH-LANGUAGE PATHOLOGIST | SUMMIT SPEECH SCHOOL| JULY 2022- PRESENT

- Provide pull-out and push-in individual and group speech therapy services targeting language, articulation, auditory discrimination and comprehension, social pragmatics, , and alternative communication to deaf and hard of hearing children
- Manage equipment for cochlear implant and hearing aid users including ensuring functionality, troubleshooting, performing Ling 6 checks, and applying Roger 20 receivers, hearing aid adapters, and Edumics for DM connection
- Collaborate with occupational therapist, physical therapist, teachers of the deaf, and educational audiology team

EARLY INTERVENTION SPECIALIST | SUMMIT SPEECH SCHOOL| MAY 2023- PRESENT

- Provide in-home and community-based early intervention services to babies and toddlers ages birth to 3 with a diagnosed hearing impairment
- Use specific auditory verbal techniques and strategies to foster the development of receptive and expressive language equivalent to that of their same-aged hearing peers
- Provide parent coaching to train parents to become the primary language models for their children in the home and in their community
- Communicate with medical professionals including audiologists and otolaryngologists, to discuss medical care, hearing status, and the child's educational needs
- Participate regularly in IFSP meetings, collaborating with parents and other professionals to determine appropriate outcomes and treatment plans

SPEECH-LANGUAGE PATHOLOGIST | SPEECH THERAPY CONSULTANTS| MAR 2023- JUN 2024

- Provided comprehensive private practice diagnostic services and therapy for individuals from toddlerhood to adulthood within a variety of speech and language disorder areas, including articulation and phonology, autism spectrum disorder, fluency, expressive and receptive language disorder, social communication disorder, voice disorder, and oral motor dysfunction

SPEECH-LANGUAGE PATHOLOGIST | WINSTON PREP SCHOOL | SEPT 2021- NOV 2022

- Performed formal and informal assessments and provide daily intervention to school-aged children based on differentiated learning needs in the areas of language, literacy, social communication, and executive functioning
- Collaborated effectively and consistently with a team of professionals including therapists, physicians, instructors, and school leaders

Education

MASTER OF SCIENCE | MAY 2021 | LOYOLA UNIVERSITY MARYLAND

- Speech-Language Pathology, Alpha Sigma Nu Honor Society

BACHELOR OF SCIENCE | MAY 2017 | SETON HALL UNIVERSITY

- Business Administration, Alpha Chi Lambda Honor Society

Class of 2026

Aubrey Rose Adams	Arianna Theresa Fragomeni	Christian Eduardo Ramos
Serena Ahlowalia	Grace Yang Fu	Rohan Reddy
Jawad Amir Ahmed	Shaun Galloway	Paulina Roldan Valente
Serena S. Aiello	Aaron Gellert	Averie Sno Rushton
Nisa N. Akcay	Ethan Christopher Geveke	Olivia Lynn Russo
Ava Anne Ananian	Ann Ghaly	Sophie Elizabeth Rutt
Anthony R. Arias	Holden John Gillespie	Prisha Ajay Sakpal
Bailey Robert Austin	Heyi Han	Clara I. Santiago
Mason James Austin	Everett Rose Hermey	Brandon Harry Satran
Kennedy Ballinger	Julian Holynskyj	Joseph P. Scamberti
William David Barrett	Markian Holynskyj	Sophia Scerbo
Jacqueline Becker	Gavin James Hornyak	Darianny Yureini Severino Pena
Mia Bezalel	Rebekah Stella Horowitz	Jack Shannon
Laura Catalina Blandón	Ruochen Hu	Michael Patrick Shannon
Anya Amita Logan Bose	Brodie Alexander Hudak	Samir K. Sheikh
James Cleveland Brantner	Avni Kaushal	Alexandra Shishkin
Richard "Reid" Burke III	Joshua Johann Koshy	Ryan Pace Sluck
Luca Rowan Burrier	Brody Koy	Zachary Logan Sole
Finn Robert Buzby	Ryan Krzeptowski	Mariam Soryan
Denise Francesca Caruthers	Avery Talia Lakoff	Anikait Sota
Ryan Casale	Yasmine Bak Lalani	Jonathan Hays Spell
Michael Anthony Cera	Matthew Le Var	Domenick Anthony Sportelli
Matthew Chiong	Isabelle Lee	Katelyn Squeglia
Benjamin Cholet	Michelangelo L Lepore	Kristine Squeglia
Vincent Joseph Cina	Christabella Leung	Piper St. John
Emerson E. Coda	Joanna M. Levy	Shiqi Sun
Ella Grace Conforti	Nora Lin	Stephen B. Sun
Catherine Ella Conklin	Daniel Lu	Hailey Sund
Massimo Roberto Corvelli	Oliver DeHart Mahan	Reina Cecilia Sutherland
Andras Czeiter	Gianna Nicole Maslanek	Emily Tamayo
Jude Abraham Nicholas Darragh	Andrew Matty	Ella Sophia Thomas
Duco De Beijer	Delaney Patricia Maute	Jayden Cole Trogani
Romano De Conciliis	Emma Rose McAuliffe	Jessica Tsang
Joseph M. DeMarco	Evan H Mei	Olivia Vargas
Abigail Dowling	Isabel Meyer	Simran Kaur Virdee
Olivia Ann Dunn	Romi Scarlett Michaels	Colby Michael Walsh
Lucy Elizabeth Edwards	BaoYang Bo Morgan	Connie Wang
Sara Jane Elliott	Victoria Nowak	Kyle R. Wenzel
Fallon Marie Fayo	Marin Demir Otun	Jeneth Whetstone
Zachary Aaron Feit	Lindsay Kim Park	Tyler Owen Wills
Glen Talwar Finnie	Jordyn Gabriella Phraner	Andrew Ryan Wilmot
Carson Fitch	Isabelle June Rafizadeh	Graeme Townshend Wolter
Christopher J. Forrest	Nicholas Anthony Rafizadeh	Lana Y. R. Zagmot
Eric H Fossataro-Green	Jiya Ramani	Trevor James Zunino

Comprehensive Equity Plan Statement of Assurance, Year 2

School District, Charter School or Renaissance School Project Information School Year 2026-2027

Name of County: **Morris**

Name of School District/Charter School/Renaissance School Project: **Mountain Lakes School District**

Address: **96 Powerville Road, Suite 1**

Affirmative Action Officer (AAO): **Ivonne Ciresi** Telephone #: **973-334-8280**

AAO Email: **iciresi@mlschools.org**

Alternate Contact Person: **Brad Siegel** Telephone #: **973-334-8280**

Title: **Superintendent of Schools**

Email: **bsiegel@mlschools.org**

1. The school district, charter school or renaissance school project has reviewed its implementation strategies for school year 2025-2026 and provides assurance that the implementation timeline has been met at each school within the district, charter school or renaissance school project, if applicable. The areas of noncompliance as indicated in the CEP have met specific indicators of achievement at each site, if applicable, during this previous school year.

2. The school district, charter school or renaissance school project will continue to fully implement its Board-approved Comprehensive Equity Plan.

3. The district, charter school or renaissance school project will achieve and maintain compliance with all applicable laws, codes, and regulations governing equity in education including, but not limited to: N.J.S.A.18A:36-20; N.J.S.A.10:5; N.J.A.C. 6A:7; Titles VI and VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; The Americans with Disabilities Act of 1990; Individuals with Disabilities Education Act (I.D.E.A.) of 1997.

Certification

By signing below, the Chief School Administrator or Charter or Renaissance School Project Lead Person certifies that all statements above are true and correct:

Name and Title: Brad Siegel, Superintendent of Schools

Signature: 

Date: 6/12/2026

POLICY GUIDE

[See POLICY ALERT No. 234]

2365 ACCEPTABLE USE OF GENERATIVE ARTIFICIAL INTELLIGENCE (AI)

The Board of Education recognizes the use of artificial intelligence (AI) may result in increased and enhanced learning opportunities for students in the school district. The Board adopts this Policy to provide guidelines and expectations for student use of generative AI.

For the purpose of this Policy, "AI" means all types of generative AI technologies that create new content or outputs from a prompt to produce text, images, videos, or music.

For the purpose of this Policy, "AI tools" means software applications and platforms that utilize AI technologies to perform specific tasks and solve problems that typically require human intelligence.

For the purpose of this Policy, "assignment" means any task or work required of a student as part of a student's educational and co-curriculum program in the district.

The Board recognizes the potential of AI tools to enhance and transform a student's educational and co-curricular experience in the district. However, AI tools are not inherently knowledgeable and are trained from large amounts of data collected from various sources. Outputs generated by an AI tool may be inaccurate, inappropriate, or incomplete. Therefore, to ensure the responsible use of AI and to maintain academic integrity, students shall be required to comply with the district's Acceptable Use of Generative Artificial Intelligence Plan (AI Plan) that will include proper citation and/or documentation methods to support the content provided by an AI tool in a student assignment.

The Superintendent or designee may designate an AI Coordinator to oversee the use of all AI tools in the district and may designate additional AI Coordinators and/or committees to monitor the use of all AI tools within the district.

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The Superintendent or designee, in consultation with district staff and AI Coordinator(s), shall develop the district's AI Plan.

The district's AI Plan will include details addressing the following issues:

1. An explanation on when, how, and to what extent a staff member may permit a student to use AI in assignments;

2. A procedure that requires each staff member authorized to permit students to use AI in assignments to inform the students at the time of the assignment the conditions in which AI may be used;

3. A procedure for the Superintendent or designee and the AI Coordinator(s) in the district to approve and review the use of AI tools and a process to ensure strategies will be implemented in the district to address any issues regarding student use of AI in assignments. This may include, but not be limited to, areas such as academic integrity, bias, inaccuracy/misinformation, copyright/licensing unknowns, privacy violations, and equity of access;

4. A procedure to inform parents and receive parental consent in the beginning of each school year for the student to be permitted to use AI for assignments in accordance with this Policy and the district's AI Plan;

5. A list of prohibited uses of AI that violate this Policy or the district's Code of Student Conduct, which may include any use of AI which does not align with the conditions set when the assignment was provided to the student; using AI to complete an assignment in a way that falsely represents the assignment as the student's own; using AI to purposefully create misinformation or to misrepresent others with the intent of harming, bullying, or intimidating an individual(s); using AI with confidential student or staff personal information; and other prohibited behaviors and/or conduct listed in Policy and Regulation 2361 – Acceptable Use of Computer Networks/ Computers and Resources;



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6. A procedure where the AI Coordinator(s) in the district, supervisors, administrative staff members, and other staff members review the procedures used in determining the activities where AI may be permitted to be used by students to ensure staff members are implementing AI procedures in accordance with this Policy and the district's AI Plan;

7. An approved list of AI platforms that may be used by students in assignments;

8. The method(s) or format(s) to be used by students on how to cite or document content generated from any AI platform that is used in an assignment.

The district's AI Plan will be reviewed and/or revised as needed.

In the event the Superintendent determines a provision(s) of this Policy or the district's AI Plan becomes inapplicable, inappropriate, undesirable, and/or irrelevant for any reason in the school setting, the Superintendent may revise or suspend a provision(s) of this Policy or the district's AI Plan. In such case, the Superintendent will report to the Board the reason for the revision or suspension and recommend the Board ratify the Superintendent's actions.

Adopted:

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[See POLICY ALERT Nos. 192 and 237]

1230 SUPERINTENDENT'S DUTIES

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 operations 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;

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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

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~~

34. 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:

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[See POLICY ALERT Nos. 209, 233, and 237]

2200 CURRICULUM ~~CONTENT~~

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 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.

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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:

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.



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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 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;

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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;

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.



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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: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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~~**[See POLICY ALERT Nos. 209, 232, and 237]**~~

~~R 2200 CURRICULUM CONTENT~~

~~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:~~

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[See POLICY ALERT Nos. 209, 232, and 237]

2411 **CAREER EDUCATION AND ACADEMIC ~~GUIDANCE~~** COUNSELING

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;

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(2) Support students' academic attainment, career development, and personal/social development; and

(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;

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(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.;

(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.

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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.

   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.



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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 **include the services of teaching staff members certified as school counselors and other designated teaching staff members.**

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;

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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.

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.

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[See POLICY ALERT Nos. 209 and 237]

R 2411 GUIDANCE COUNSELING

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:

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[See POLICY ALERT Nos. 186, 205, 208, 209, 211, 226, 234, and 237]

5460 HIGH SCHOOL GRADUATION

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.** ~~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:~~

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a.~~(1)~~ **20 (At least twenty)** credits in English language arts (ELA), aligned to grade nine through twelve standards;

b.~~(2)~~ **15 (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 builds on the concepts and skills of algebra and geometry and that prepares students for college and ~~21st century~~ careers;

c.~~(3)~~ **15 (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)~~ **15 (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)~~ **2.5 (At least two and one-half)** credits in financial, economic, business, and entrepreneurial literacy;

f.~~(6)~~ **4 (At least four)** 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)~~ **5 (At least five)** credits in visual and performing arts;

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h.~~(8)~~ **5 (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)~~ **5 (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 **122.5 (must be at least 122.5)** credits.

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;~~

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~~(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, 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~~i~~) Include demonstration of student competency **approved by appropriately certified educators**;

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(~~ciii~~) 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.~~vii~~. and A.~~2~~**1**.~~eb~~.~~(2)~~ below; and

(~~div~~) 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;

(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.

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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 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.



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(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:~~

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~~(i) The Standards-based Measurement of Proficiency (STAMP) online assessment;~~

~~(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:

- **15 service hours in 10th grade**

5~~e~~. Any statutorily mandated requirements for earning a high school diploma;

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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 State graduation proficiency test or through the alternative means at N.J.A.C. 6A:8-5.1(**fh**) ~~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(**eg**) 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**

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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;~~

~~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).



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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)**.

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.

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F. Multilingual Learners (ML) Requirements for High School Graduation

~~6.~~ All ~~multilingual learners (~~MLs~~)~~ 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.~~

~~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.~~

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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.~~

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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.

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.



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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.

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.

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~~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~~

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.

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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 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;

   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.

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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~~

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[See POLICY ALERT No. 237]

5461 HIGH SCHOOL DIPLOMAS

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.



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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.

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



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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

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[See POLICY ALERT Nos. 229 and 237]

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-~~16~~ 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



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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. 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.



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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.

N.J.S.A. 10:4-**16** 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

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POLICY GUIDE

[See POLICY ALERT No. 237]

0162.01 LEGAL NOTICES

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.

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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 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

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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.

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

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[See POLICY ALERT Nos. 222 and 237]

1643 FAMILY LEAVE

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.

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"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 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



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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;

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.



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"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;

(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;



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(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

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.

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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

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.



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(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



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operations 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



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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

(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



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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;

(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



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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

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.



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(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;

(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;



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(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 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;



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(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:

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(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

(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.



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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

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.



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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.

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.



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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.

"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."



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"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:

(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;



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(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.

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

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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.



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



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(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 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



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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.

(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



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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.

(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



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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.

(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.



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(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 position. Alternatively, the Board may require a staff member to



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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



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during a "single twelve month period" to care for a covered servicemember with a serious injury or illness.

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

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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;

(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



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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

(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.



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(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.

(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.



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(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.

(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.



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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.



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



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(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.

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.



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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 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.

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(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.

Adopted:

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[See POLICY ALERT Nos. 191, 209, 232, and 237]

2260 EQUITY IN SCHOOL AND CLASSROOM PRACTICES

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.

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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:

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).



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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).**

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:



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REGULATION GUIDE

[See POLICY ALERT Nos. 226 and 237]

R 2460.30 ADDITIONAL/COMPENSATORY SPECIAL EDUCATION AND RELATED SERVICES

The Board of Education shall provide additional or compensatory special education and related services to students with disabilities beyond the age of twenty-one pursuant to N.J.S.A. 18A:46-6.3.

As used in N.J.S.A 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.

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[See POLICY ALERT Nos. 192, 215, 216, and 237]

5561 USE OF PHYSICAL RESTRAINT AND SECLUSION TECHNIQUES FOR STUDENTS WITH DISABILITIES

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;



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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.

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.



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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.

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:

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POLICY GUIDE

[See POLICY ALERT Nos. 190, 218, 230, and 237]

6112 REIMBURSEMENT OF FEDERAL AND OTHER GRANT EXPENDITURES

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.



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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.

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.



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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:

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[See POLICY ALERT Nos. 224 and 237]

R 6115.01 FEDERAL AWARDS/FUNDS INTERNAL CONTROLS – ALLOWABILITY OF COSTS

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.

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(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)

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



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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.

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

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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, 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

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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
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

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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
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.



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d. Is the proposed cost consistent with EDGAR?

e. Is the proposed cost consistent with specific conditions imposed on the grant (if applicable)?

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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[See POLICY ALERT Nos. 224 and 237]

6115.02 FEDERAL AWARDS/FUNDS INTERNAL CONTROLS – MANDATORY DISCLOSURES

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).

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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.

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

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(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

(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.



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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 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 GUIDE

[See POLICY ALERT Nos. 192, 224, 230, and 237]

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 §200.21~~43~~ – 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.

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POLICY GUIDE

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.

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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[See POLICY ALERT Nos. 215, 216, 217, 221, 223, and 237]

8561 PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS

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:

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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~~	~~Estimated Dollar Amount~~	~~Procurement Method~~	~~Evaluation~~	~~Contract Award Type~~	~~Contract Duration/ Frequency~~

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.

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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.



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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 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.~~

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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.

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:



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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;



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(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);

(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-42. **– Definitions**. The "index rate" means the annual percentage increase rounded



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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;

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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~~;

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 **30 days.**

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

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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.

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.

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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.

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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.~~

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~~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.

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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.)

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34. Specifications will be updated as needed.

45. 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 Boards of Educations 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 meets 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 needs 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.



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I. The "Buy American" Act

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~~J. 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;

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

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.

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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. 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:

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2436 Activity Participation Fee

The Board of Education recognizes the value of athletic competition and co-curricular activities outside the regular instructional program. However, with reduced or limited revenue and increased expenses, the Board must consider alternative revenue options to support these school- sponsored activities. Therefore, the Board of Education authorizes the establishment of an activity participation fee program as a supplemental revenue source contributing to a percentage of the school district's total costs for operating school-sponsored activities.

The Activity Participation Fee Program will require each pupil participating in a school-sponsored athletic or co-curricular activity to pay a participation fee as designated by the Board. The specific activities and fee amounts will be recommended by the Superintendent, the Business Administrator or the Finance Committee and approved by the Board on an annual basis prior to the commencement of the registration or sign-up process for the activity.

The Board of Education will annually establish the rate to be paid for the Activity Participation Program. It is understood if a student activity program is fully funded by parent contribution then that activity will be exempt from the Activity Participation Program fee.

The activity fee shall be capped with a maximum total activity fee per pupil regardless of the number of activities the pupil elects to participate in throughout the school year. ~~This per pupil annual fee shall be paid when the pupil registers/signs-up for his/her first activity of the school year.~~ **Any residual funds will be retained in the Student Activities Account.** No refunds shall be provided in the event the pupil does not participate in any activity for any reason during the school year, except as stated below.

A refund of the activity fee will be provided in the event the district does not offer the activity subsequent to the registration/sign-up process if that is the student's only activity. A refund will not be provided in the event the pupil quits during the course of the activity. The Superintendent of Schools shall be authorized to approve an activity fee refund to a pupil for a reason(s) not listed above in extenuating circumstances.

The activity fee may be waived or reduced based on a set of criteria established and approved annually by the Board of Education.

Adopted: 3 May 2021

3214 CONFLICT OF INTEREST

No staff member of the Board of Education shall have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity which is in conflict with the proper discharge of the staff member's duties.

No staff member shall use or attempt to use his/her position to secure unwarranted privileges or advantages.

No staff member of the Board shall act in his/her official capacity in any matter wherein he/she has a direct or indirect personal financial interest.

No staff member of the Board shall accept any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the staff member in the discharge of his/her duties.

The Board of Education discourages the presentation of gifts to staff members by students and their parent(s) or legal guardian(s), because it may embarrass students with limited means and give the appearance of currying favor.

~~The Board encourages that staff members instruct their students to express their appreciation by means other than gifts.~~

Teaching staff members may receive gifts of only nominal value from students or their parent(s) or legal guardian(s).

The Superintendent may approve an act or gift of appreciation to an individual staff member when special circumstances warrant.

N.J.S.A. 18A:6-8; 18A:11-1

Adopted: 19 January 2021

3232 TUTORING SERVICES

School staff members routinely provide time beyond their assigned responsibilities to students who need additional help in their academic programs. This additional help is provided by a staff member on school grounds during their free time during their workday or immediately before or after school hours. The time a staff member provides additional help to a student is an extension of their assigned school district responsibilities and a staff member may not charge a fee for providing this additional help to students.

However, the Board of Education recognizes a school staff member may be privately contracted to provide tutoring services to a student in addition to any additional help a student receives before, during, and/or after the school day. These tutoring services shall be provided to a student under a private agreement between the staff member and the parent and/or student. Private tutoring shall not take place on school grounds. Staff members are not permitted to provide private tutoring services for a fee or any compensation to any student on their current roster for any academic or non-academic subject. Staff members are not permitted to use district-issued resources (textbooks, teaching guides, workbooks, etc.) for the purpose and function of private tutoring services.

The Board of Education assumes no responsibility, liability, or obligations for the selection of the private tutor or the quality of the private tutoring services. ~~School staff members shall not provide private tutoring services for a fee or any compensation to any student that is currently enrolled in their classes.~~

Adopted: 19 January 2021
Revised:

5111 ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

M

ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (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 – 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 school district and is supporting the student without remuneration as if the student were their own child in accordance with N.J.A.C. 6A:22-3.2 and Regulation 5111 – Section C.

Pursuant to N.J.S.A. 18A:38-1.c., any person who fraudulently allows a child of another person to use their residence and is not the primary financial supporter of that child and any person who fraudulently claims to have given up custody of their child to a person in another district commits a disorderly persons offense.

A student is eligible to attend school in this school district free of charge pursuant to N.J.S.A. 18A:38-1.d. if the student's parent 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 pursuant to N.J.A.C. 6A:22-3.1(a)4. and Regulation 5111 – Section B.

A student is eligible to attend this school district free of charge in accordance with N.J.A.C. 6A:22-3.2 and Regulation 5111 – Section C.

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



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

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 school district in accordance with the provisions of N.J.A.C. 6A:22-3.4 and Regulation 5111 – Section E.

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

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

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

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

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



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

Enrollment or attendance 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 – Section F.

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

When a student is found ineligible to attend the school district pursuant to N.J.A.C. 6A:22 or the student's initial application is found to be deficient upon subsequent review or investigation, the school district 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 – Section G.

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

Nothing in N.J.A.C. 6A:22-4, this Policy, and Regulation 5111 shall preclude the Board from 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 pursuant to N.J.A.C. 6A:22-4.3 and Regulation 5111 – 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 – Section H.

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

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

Assessment and Calculation of Tuition – N.J.A.C. 6A:22-6

If no appeal to the Commissioner is filed by the parent, 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 – Section J. Tuition will be assessed and calculated in accordance with N.J.A.C. 6A:22-6.3 and Regulation 5111 – 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 school district, or the petitioner withdraws the appeal, fails to prosecute, or abandons the appeal by any means other than settlement agreeing to waive or reduce tuition, the Commissioner may assess tuition in accordance with the provisions of N.J.A.C. 6A:22-6.2(a) and Regulation 5111 – 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 – Section J.

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

The Board shall receive the approval of the Executive County Superintendent (ECS) to establish a uniform tuition amount for any Board-approved nonresident student to be admitted to the school district.

The Board shall set a tuition amount for nonresident students of teaching staff members, as defined in N.J.S.A. 18A:1-1, that may or may not align with the tuition amount approved by the ECS for other nonresident students.

The continued enrollment of any nonresident student shall be contingent upon the student's maintenance of good standards of citizenship, discipline, attendance, and payment of tuition.

Children of Nonresident **District Employees** ~~Teaching Staff Members~~

For the purpose of this section of the Policy **"district employees"** ~~"teaching staff member"~~ shall mean, a member of the professional staff of any district or regional Board of Education, or any Board of Education of a county vocational school, holding office, position or employment of such character that the qualifications, for such office, position or employment, require them to hold a valid and effective standard, provisional or emergency certificate, appropriate to their office, position or employment, issued by the State Board of Examiners and includes a school nurse and school athletic trainer, pursuant to N.J.S.A. 18A:1-1.

A **district employee** ~~teaching staff member~~ who does not reside in this school district will be permitted to enroll their children in the educational program of the school district with the payment of tuition if the child's educational program can be provided in a school in the district. The amount charged for tuition shall be a uniform amount for children of all nonresident teaching staff members that shall be set at the Board's discretion.

Children of Nonresident Non-Teaching Staff Members

A non-teaching staff member who does not reside in this school district will be permitted to enroll their children in the educational program of the school district with the payment of tuition if the child's educational program can be provided in the district.

If the Board permits the enrollment of a child of a non-teaching staff member who does not reside in the district, the Board must establish and approve a tuition rate for the child. The tuition amount charged for the student is required to follow the amount established in the district's uniform tuition amount pursuant to N.J.S.A. 18A:38-3, if applicable.

Students Who Anticipate Moving to or from the District During the School Year

A nonresident student whose parent anticipates residency in this school district and has entered into a contract to buy, build, or rent a residence in this school district will, with Board approval, be enrolled with payment of a uniform tuition amount approved by the Executive County Superintendent for a period of time not greater than (30) thirty days prior to the anticipated date of residency, pursuant to N.J.S.A. 18A:38-3.

A student whose parent has moved away from the school district during the course of the school year will, with Board approval, be permitted to finish the school year in the school district with the payment of a uniform tuition amount as approved by the Executive County Superintendent, pursuant to N.J.S.A. 18A:38-3.

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 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 school district. The student's continued attendance in the school district shall be conditioned on a satisfactory attendance and disciplinary record.

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 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 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.

N.J.S.A. 18A:38-1; 18A:38-1.1; 18A:38-1.3; 18A:38-3;
18A:38-3.1; 18A:7B-12
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: 19 January 2021
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Revised: 22 January 2024
Revised: 14 April 2025

REGULATION

MOUNTAIN LAKES
BOARD OF EDUCATION

R 9150 SCHOOL VISITORS

A. Definition

"Visitor" means any person present in a school building on a school day during the hours school is in session, other than those persons whose presence is required by their enrollment in the school or employment by the Board and includes, but need not be limited to, parents or legal guardians, family members, district residents, guests, educational researchers, and members of the Board. For the purposes of this regulation, "visitor" does not include persons present in school buildings to attend meetings of the Board or events sponsored by organizations granted permission by the Board to meet in the school.

B. Registration

1. Every visitor is required to register in the school office.

2. Visitors are required to present a valid, government-issued photo identification upon entry.

3. Visitors must be accompanied by authorized personnel at all times while inside the school building and will be escorted both upon entry and exit.

3. A notice will be prominently posted at each entrance to the school building, advising visitors to report to the school office before advancing to any other part of the school. Additional signs should be posted in the lobby of each building to advise visitors not to proceed without registering in the school office.

4. The Principal will maintain a logbook in the main office of the school. Each visitor shall enter his/her name and the purpose of his/her visit in the logbook except that the Principal may exempt trades persons who make regular and frequent visits to the school.

5. Each visitor will be given an identification tag or badge, which must be worn while the visitor is in the school. The Principal may give a permanent identification tag or badge to a trades person who makes regular and frequent visits to the school.

5. ~~The Principal or office personnel designated by the Principal shall arrange for an escort to accompany each visitor to his/her destination except that the Principal may permit visitors familiar with the school and personally known to the Principal to proceed unaccompanied.~~

6. A staff member who encounters a visitor without identification will request the visitor to report at the school office, and if feasible, conduct the visitor to the school office. A visitor who resists the request or refuses to be conducted to the school office shall be reported to the Principal immediately.

7. A teacher shall not admit a visitor to his/her classroom unless the visitor has the identifying tag or badge or is accompanied by the Principal or the Principal's designee.

8. When a visitor has completed the business of his/her visit, he/she will return directly to the school office, return the identification tag or badge, and promptly leave the building.

9. The provisions of this paragraph may be waived for parents or legal guardians attending scheduled parent-teacher conferences.

C. Permission to Visit Classroom

1. Visitors must have a clearly defined and approved purpose for their visit. Access to classrooms or other areas of the school is restricted and may only be granted in accordance with that purpose.
2. Permission to visit a classroom in session must be sought from and granted by the Principal.

3. In general, arrangements to visit a classroom should be made at least one day in advance of the intended visit.

4. If the intended visit would interfere with the planned instructional program, the Principal will so advise the visitor and suggest another time for the visit.

5. The Principal is authorized to exclude a visitor from a classroom if the Principal has reason to suspect that the visitor may disrupt the educational program or threaten the health and safety of students or staff members.

6. The parent(s) or legal guardian(s) who arrives at school without having sought advance approval of a classroom visit may be admitted to the classroom at the discretion of the Principal.

7. The Principal may arrange visits to classrooms by educators and student teachers with the cooperation and consent of the classroom teachers.

8. Teachers may invite guest speakers or observers to their classrooms with the approval of the Principal. Each such guest speaker and observer must sign the school logbook.

9. The Principal has the authority to evaluate all requests to visit a classroom. A denied request will be accompanied by an explanation of the denial. The parent(s) or legal guardian(s) who has been denied access to his/her child's classroom may appeal the Principal's decision to the Superintendent, whose determination may be appealed to the Board of Education in accordance with Policy No. 9130.

D. Limitations on Visits to School

1. Visitors are permitted in the schools only during school hours.

2. A visitor may remove a student from school only in strict accordance with Policy No. 5230.

3. A visitor may confer with a student in the school only with the approval of the Principal and in the presence of a teaching staff member.

4. A visitor to a classroom shall not interrupt the instructional program, speak to or disturb students, or distract the teacher. A visitor who wishes to confer with the teacher must make arrangements for a conference at a later date.

5. A visitor may not bring a child or children to a classroom without the express permission of the teacher and the Principal.

6. A classroom visit may ordinarily not exceed sixty minutes without the express permission of the teacher and the Principal.

7. The Principal may restrict the number of visitors to any classroom at any one time. Preference will be given to the parent(s) or legal guardian(s) of students in the classroom.

E. Disruptive Visitors

1. The Principal has complete authority to exclude from school premises any person whom he/she believes may:

   a. Disrupt the instructional program;

   b. Disturb teachers or students; or

   c. Commit an illegal act.

2. A visitor whose presence or conduct is disruptive or whose conduct in the past suggests that he/she may be disruptive may be requested to leave the school premises. If the visitor so requested does not withdraw, the Principal may summon assistance from the Mountain Lakes Police Department.

3. A visitor who presents a serious and immediate threat to the health and safety of persons in the school may be subdued by appropriate means pending the arrival of law enforcement officers.

4. If the Principal has been alerted to dangerous persons in the vicinity of the school or has been informed that a person intends to enter the school with the intent of doing harm, the Principal may, in his/her discretion:

   a. Assign personnel to patrol entrances to the school and deny entrance to any person not properly identified or personally known to them;

   b. Secure the services of professional security personnel to monitor entrances; and/or

c. Lock all school entrances other than the main entrance so that doors cannot be opened from the outside (taking all necessary steps to ensure that doors can be opened from the inside by pressure on crash bars).

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