

## Allamuchy Board of Education

### Regular Meeting Minutes

March 15, 2021

The regular meeting of the Allamuchy Township Board of Education held on March 15, 2021 is called to order at 7:32 p.m. *via teleconference* by Ms. Strutin. In accordance with the Open Public Meetings Act, adequate notice of the meeting was provided and, to the extent known at the time of advance publication, the agenda items to be considered. Written advance notification of the time, date and location was sent on February 1, 2021 to the New Jersey Herald and Township Clerk. Notice was posted in the school office.

#### I. ROLL CALL

	<u>Present</u>	<u>Absent</u>
Stephen Bienko	X	
Abigail Christmann	X	
Giovanni Cusmano	X	
Harriett Gaddy	X	
Craig Green	X	
Lisa Moyer	X	
Venita Prudenti	7:35	
Mary Renaud	X	
Lisa Strutin, President	X	

ALSO PRESENT: Melissa Sabol, Acting Superintendent  
James Schlessinger, School Business Administrator/Board Secretary

#### II. PLEDGE TO THE FLAG

#### III. APPROVAL OF MINUTES

Moved by Mr. Green and seconded by Mr. Bienko:

- A. BE IT RESOLVED, that the minutes of the regular board meeting held on February 8, 2021, be approved. (Appendix 1A)
- B. BE IT RESOLVED, that the minutes of the executive session held on February 8, 2021, be approved. (Appendix 1B)
- C. BE IT RESOLVED, that the minutes of the regular sessions related to the Superintendent Search held on February 20, 22, 23 and 24, and March 1, 2 and 4, 2021, be approved. (Appendix 1C)
- D. BE IT RESOLVED, that the minutes of the executive sessions related to the Superintendent Search held on February 20, 22, 23 and 24, and March 1, 2 and 4, 2021, be approved. (Appendix 1D)

CARRIED: 7 aye, 1 abstention (Dr. Cusmano)

# Allamuchy Board of Education

## Regular Meeting Minutes

March 15, 2021

### IV. STUDENT REPRESENTATIVE REPORT

- None.

### V. ACKNOWLEDGEMENTS

GRADE	NAME	AWARD
K	Marielle Kantorowicz	Caring
1	Nathaniel Mak	Responsibility and Kindness
2	Delilah Stefan	Respect
3	Fiton Dauti	Fairness
4	Logan Clerico	Respect
5	Josephine Hardy	Respect
6	Leigha Meyer	Respect
7	Owen Houle	Respect and Responsibility
8	Parker Gang	Responsibility
<b>Staff Member of the Month: Nohemly Oliver</b>		

### VI. PRESENTATIONS

- Sarah Brelvi & Charles Finneran, Rutherford Hall Foundation Trustees
- Presentation: Tim Vrael, T.M. Vrael & Associates - 2019-20 Audit

### VII. PRESIDENT'S REPORT

- Congratulated students and staff being acknowledged this month
- Read statement explaining Superintendent search restart due to the discovery of a conflicted Board Member
- Mentioned that she is using the Panther to publicize gongs-on at the District

\*\*\*\*\*

Ms. Strutin asked for a motion, made by Ms. Renaud and seconded by Ms. Christman, to close the current Superintendent search effective immediately and reopen a new search, effective March 16, 2021. The motion carried in a unanimous roll call vote.

\*\*\*\*\*

# Allamuchy Board of Education

## Regular Meeting Minutes

March 15, 2021

### VIII. COMMITTEE REPORTS

- A. Operations (M. Renaud)
  - Highlighted items from the agenda
  
- B. Human Resources (L. Moyer, Chair)
  - Highlighted items from the agenda
  - Discussed need for an additional custodian for primarily outdoor duties
  - Discussed status of the search for a new Auditor,
  
- C. Education (C. Green, Chair)
  - Highlighted items from the agenda
  - Investigating new reading series
  - Continued discussion on mentor/ambassador program with HS
  - Discussed reevaluation of gifted and talented criteria
  - Evaluating coding.org and outdoor classroom usage
  
- D. Governance (G. Cusmano, Chair)
  - Highlighted items from the agenda
  
- E. Town Council Liaison (M. Renaud, A.Christmann)
  - No report
  
- F. Rutherford Hall Liaison (M. Renaud and A.Christmann)
  - No report
  - Expressed appreciation for the presentation made by Ms. Brelvi and Mr. Finneran
  
- G. Hackettstown Board of Education Representative (L. Moyer)
  - HS rolled out 1:1 chromebooks with a \$20 insurance fee
  - Approved 2021-22 District calendar - year starts and ends earlier
  - K-8 is currently experiencing over 75% electing in-person instruction, HS much lower. May consider schedule adjustments to accommodate interests to get students back in.
  - Hired consultant to evaluate learning loss
  - Evaluating additional possible world language offerings

### IX. SUPERINTENDENT'S REPORT

- A. **HIB - Monthly Update** (if applicable, resolution to follow executive session)

**Current Month: March**

1 Investigation(s); 1 HIB

0 Out-of-School Suspension(s); 0 In-School Suspension(s)

**Previous Month: February**

# Allamuchy Board of Education

## Regular Meeting Minutes

March 15, 2021

0 Investigation(s); 0 HIB

0 Out-of-School Suspension(s); 0 In-School Suspension(s)

### **B. Enrollment by Grade**

	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
<b>K</b>	44	43	43	42	42	42	43			
<b>1</b>	29	28	28	29	29	29	29			
<b>2</b>	46	46	45	45	45	45	45			
<b>3</b>	57	57	56	56	56	56	56			
<b>4</b>	48	48	49	49	48	48	49			
<b>5</b>	53	52	50	50	49	50	50			
<b>6</b>	34	34	33	31	30	30	30			
<b>7</b>	44	43	42	43	43	43	43			
<b>8</b>	53	53	52	52	53	53	52			
<b>PSD</b>	5	5	5	5	6	7	8			
<b>Total</b>	<b>413</b>	<b>409</b>	<b>403</b>	<b>402</b>	<b>401</b>	<b>403</b>	<b>405</b>			
<b>9</b>	37	39	38	38	38	38	38			
<b>10</b>	44	43	44	44	44	44	43			
<b>11</b>	41	43	41	41	41	41	41			
<b>12</b>	32	32	32	32	32	32	32			
<b>Total</b>	<b>154</b>	<b>157</b>	<b>155</b>	<b>155</b>	<b>155</b>	<b>155</b>	<b>154</b>			
<b>GT</b>	<b>567</b>	<b>566</b>	<b>558</b>	<b>557</b>	<b>556</b>	<b>558</b>	<b>559</b>			

### **C. Other Items:**

- Moving through reopening phases; 3-5th grade combined cohorts today
- Vaccine update for staff; acknowledged Mr. Green's assistance in facilitating
- Introduced the new podcasts available on the website
- Discussion of the current lunch program
- Reemphasizing the Allamuchy Learner
- Safety and security update (cameras almost fully implemented)
- Website and communication improvements
- Fully using RealTime for alerts to families
- Update on Rutherford Hall

### **X. PUBLIC COMMENTS ON AGENDA ITEMS ONLY**

*Public comment shall be governed by the Board of Education Bylaw 0167. There are two public comment opportunities. The first public comment is reserved for Action Items only, those items on the agenda the Board is voting on this evening. The second public comment is set aside for public comment on any school or school district issue that the public feels may be of concern to the residents of the school district. The first public comment is limited to five (5) minutes per person. The second public comment length is determined by the board as per policy.*

# Allamuchy Board of Education

## Regular Meeting Minutes

March 15, 2021

*Before making a public comment, participants are to state their name, place of residence, and group affiliation if appropriate.*

*The Board uses the public comment period as an opportunity to listen to citizen concerns, but please be aware that not all issues brought to a board meeting will be resolved this evening; rather, the Board will, in appropriate cases, delegate the authority to investigate the matter to the Superintendent or his designee.*

*Please let the record reflect that the Board of Education does not endorse your comments nor will the Board of Education be held liable for comments you make about a staff member or other person which the staff member or other person may consider defamatory and/or libelous, as that individual retains all rights to pursue any legal remedies against you.*

- None

## XI. BOARD COMMITTEE ACTION REPORTS

### A. Operations

Moved by Ms. Renaud and seconded by Mr. Green, to approve the following resolution(s):

1. Budget Adjustments (Appendix 2)

BE IT RESOLVED to approve the following budget adjustment(s) for January & February, 2021:

Expense Budget Transfers - January	Fund 10	\$ 610,719.59
------------------------------------	---------	---------------

2. Bills List (Appendix 3)

BE IT RESOLVED, that the general account bills list check #32036 through #32199 for a total amount of \$1,026,891.69 be approved for payment.

3. Student Activity (Appendix 4)

BE IT RESOLVED, to approve the Student Activity Account balance in the amount of \$49,474.44 and \$49,924.48 as of 1/31/2021 and 2/28/2021, respectively.

4. Monthly Certification of Budget (Appendix 5A and 5B)

a. BE IT RESOLVED, that the Allamuchy Board of Education accepts the Board Secretary's monthly certification, as attached, pursuant to N.J.A.C. 6A:23-2.12(c) 3 that as of 1/31/2021 and 2/28/2021 no line item account has encumbrances and Expenditures, which in total exceed the line item appropriation in violation of N.J.A.C. 6A:23-2.11 (a).

b. BE IT RESOLVED, that Pursuant to N.J.A.C. 6A:23-2.12 (c) 4, the Allamuchy Township School District Board of Education, after review of the Board Secretary's and Treasurer's monthly financial reports certify that as of 1/31/2021 and 2/28/2021 and upon consultation with the appropriate district officials, to the best of our

# Allamuchy Board of Education

## Regular Meeting Minutes

March 15, 2021

knowledge, no major account or fund has been over expended in violation of N.J.A.C. 6A:23-2.11 and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year.

- c. BE IT RESOLVED, that the motion to accept the financial reports from the Board Secretary and the Treasurer of School Monies for the month ending January 31, 2021 and February 28 with a total Governmental Funds Account cash balance of \$979,351.04 and \$1,198,612.03, respectively.

5. Preliminary 2021-2022 School Budget

BE IT RESOLVED, to introduce the preliminary 2021-2022 School Budget and authorize the School Business Administrator to submit the preliminary budget to the Warren County Office of Education for compliance and approval for advertisement as follows. It is understood that the budget can be advertised prior to approval of the county office due to time constraints:

Budget Amounts:	
General Fund (11)	10,904,517
Capital Expenditures (12)	126,416
Special Revenue Fund (20)	192,500
Debt Service (40)	771,200
Taxation Amounts (School Fiscal Year)	
General Fund	9,523,406
Debt Service	708,106
Total Tax Levy	10,231,512

6. Rutherford Hall Bathroom Project (Appendix 6)

BE IT RESOLVED, that the Allamuchy Board of Education award the bid to Goksu Construction, LLC, to construct bathrooms at Rutherford Hall pursuant to written approval from the Attorney, accepting "Terms of Contract."

CARRIED: 9-0 in a roll call vote

## B. Human Resources

Moved by Ms. Moyer and seconded by Ms. Christmann, on the recommendation of the Superintendent to approve the following resolution(s):

1. Personnel

BE IT RESOLVED, to approve/accept the following appointments / resignations / retirements as recommended by the Superintendent:

Item	Name	Action	Position	Salary	Eff. Date
a	C.Rodriguez N.Serraino	Appoint stipend	Track & Field Coaches	\$2,230 each	3/16/2021
b	Andrew Brown	Appoint	Substitute custodian	\$13/hour	2/26/2021

# Allamuchy Board of Education

## Regular Meeting Minutes

March 15, 2021

CARRIED: 9-0 in a roll call vote

### C. Education

Moved by Mr. Green and seconded by Ms. Christmann, on the recommendation of the Superintendent, to approve the following resolution(s):

1. Attendance at Professional Conferences

BE IT RESOLVED, to approve the following requests for attendance professional conferences with mileage reimbursed at the current rate:

Staff Member	Date	Workshop Name	Costs		
			Fee	Mileage	Total
Ricci,M	3/16/2021	What's New in Young Adult Literature and How to Use It	\$ 279	\$ -	\$ 279
Patterson,V	3/16/2021	What's New in Young Adult Literature and How to Use It	\$ 279	\$ -	\$ 279
Profito,J	4/ 13-14 /2021	Penn State Youth Mental Health First Aid Training	\$ 35	\$ -	\$ 35
Schmidt,M	4/ 13-14 /2021	Penn State Youth Mental Health First Aid Training	\$ 35	\$ -	\$ 35
DeCostanza,J	4/ 13-14 /2021	Penn State Youth Mental Health First Aid Training	\$ 35	\$ -	\$ 35
DeCostanza,J	4/20/2021	Youth and the Pandemic: Mental health and Development Effects	\$ 25	\$ -	\$ 25

2. Resident Non-Student Participation in Extracurricular Activities

BE IT RESOLVED, to approve resident non-student participations:

- #1202 to join spring track for the 2020-21 season
- #0606 to join Grades 5/6 Battle of the Books

3. Archery Program

BE IT RESOLVED, to incorporate the NJDEP Division of Fish and Wildlife Archery program into our physical education classes, after-school activities, camps, and other related activities, curricula, or events.

CARRIED: 9-0 in a roll call vote

### D. Governance

Moved by Dr. Cusmano and seconded by Ms. Renaud, on the recommendation of the Superintendent, to approve the following resolution(s):

# Allamuchy Board of Education

## Regular Meeting Minutes

March 15, 2021

1. Policy Updates: (Appendix 7)

BE IT RESOLVED, to approve the second reading of the following policies at the recommendation of the Governance Committee:

0000.02	Bylaws - Introduction
0141.2	Board Member & Term - Receiving District
0152	Board Officers
0155	Board Committees
1648.02	Remote Learning Options for Families
0168	Recording Board Meetings
2415.06	Unsafe School Choice Option
4219	Commercial Driver's License Controlled Substances and Alcohol Use Testing
5517	School District Issued Student Identification Cards
5561	Use of Physical Restraint and Seclusion Techniques for Students with Disabilities
7243	Supervision of Construction
8210	School Year
8462	Reporting Potentially Missing or Abused Children

2. Policy Updates: (Appendix 8)

BE IT RESOLVED, to approve the first reading of the following policies at the recommendation of the Governance Committee:

2430	Co-Curricular Activities
2431	Athletic Competition
7510	Use of School Facilities
0145	Board Member Resignation and Renewal
0164.6	Remote Public Board Meetings During a Declared Emergency
1643	Family Leave
2415	Every Student Succeeds Act
2415.02	Title I - Fiscal Responsibilities
2415.05	Student Surveys, Analysis, And/Or Evaluations
2415.2	Every Student Succeeds Act Complaints
4125	Employment Of Support Staff Members
5330.01	Administration Of Medical Cannabis
6360	Political Contributions
7425	Lead Testing of Water in Schools
8330	Student Records
9713	Recruitment By Special Interest Groups

# Allamuchy Board of Education

## Regular Meeting Minutes

March 15, 2021

3. Regulation Update (Appendix 9)

BE IT RESOLVED, to approve the first reading of the following regulations at the recommendation of the Governance Committee:

1642	Earned Sick Leave Law
1643	Family Leave
2415.2	Every Student Succeeds Act Complaints
5330.01	Administration Of Medical Cannabis
7425	Lead Testing of Water in Schools

CARRIED: 9-0 in a roll call vote

### XII. OLD BUSINESS

- None

### XIII. PUBLIC COMMENTS

- Dr. Strutin, resident, gave kudos to the Board and its committees for the time spent; mentioned ‘distractions’ created by members of the public.
- Ms. Ozcan, resident, parent, asked:
  - if there will be a 2-week virtual instruction period following Spring Break. [Dr. Sabol responded that it was not being considered at this time, but was not completely off the table yet]
  - if cancelling Spring Break and ending the school year earlier was an option [Dr. Sabol responded that it was not]
  - for information regarding the recent announcement of additional CARES Act funding [Dr. Sabol and Mr. Schlessinger explained that the formalities of the award were still pending, but it appears that there will be limits to its use; ideas are being discussed, but no decisions have been made yet]
  - asked if PARCC/NJSLA will be administered this year [Dr. Sabol responded that this is still to be determined at the State level]
- Ms. Muhlenbruch, teacher, asked what the conflict was that resulted in the restart of the Superintendent search. [Ms. Strutin was limited in what could be disclosed, but explained that it was discovered that a Member was conflicted with respect to the candidate pool]

### XIV. BOARD DISCUSSION

- Mr. Green asked if we need to have counsel at every meeting; Mr. Bienko agreed. Ms. Renaud mentioned that it’s been necessary for various recent circumstances and issues. Discussion continued with other Board members expressing mixed opinions on the subject.

# Allamuchy Board of Education

## Regular Meeting Minutes

March 15, 2021

### XV. EXECUTIVE SESSION

Enter Executive Session at 9:02 pm:

Moved by Mr. Green and seconded by Mr. Bienko,

BE IT RESOLVED, WHEREAS, the Board of Education must discuss subjects concerning legal, personnel, and negotiation issues

- HIB Case
- Attorney-client advice related to pending litigation

and WHEREAS, the aforesaid subjects are not appropriate subjects to be discussed in public meeting; and WHEREAS, the aforesaid subjects to be discussed are within the exemptions pursuant to P.L.1975 Chapter 231, it is; therefore, RESOLVED, that the aforesaid subjects shall be discussed in private session by this board and administrative staff and information pertaining thereto will be made available to the public as soon thereafter as possible and once the reasons for nondisclosure no longer exists.

CARRIED: 9-0 in a roll call vote

#### *Executive Session*

Exit Executive Session at 9:33 pm:

Moved by Ms. Christmann and seconded by Mr. Green,

BE IT RESOLVED, that the Board of Education has been in executive session for the past 31 minutes. The matters that were discussed will be disclosed to the public as soon as possible once the reasons for nondisclosure no longer exist.

CARRIED: 9-0 in a voice vote

### XVI. ADJOURNMENT

Moved by Mr. Green and seconded by Mr. Bienko, to adjourn the meeting at 9:35 p.m.

CARRIED: 8-0 in a roll call vote (Ms. Renaud left the meeting after the executive session)

**Allamuchy Board of Education**  
**Agenda for Superintendent Interview & Discussion Meetings**  
**April 1, 2021**

The special meeting of the Allamuchy Township Board of Education held on April 1, 2021 is called to order at 7:05 p.m. *via teleconference* by Ms. Strutin. In accordance with the Open Public Meetings Act, adequate notice of the meeting was provided and, to the extent known at the time of advance publication, the agenda items to be considered. Written advance notification of the time, date and location was sent on March 24, 2021 to the New Jersey Herald and Township Clerk. Notice was posted in the school office.

**I. ROLL CALL**

	<u>Present</u>	<u>Absent</u>
Stephen Bienko		X
Abigail Christmann	X	
Giovanni Cusmano		X
Harriett Gaddy	X	
Craig Green		X
Lisa Moyer	X	
Venita Prudenti		X
Mary Renaud	X	
Lisa Strutin, President	X	

**II. PLEDGE TO THE FLAG**

**III. PUBLIC COMMENTS**

*Public comment shall be governed by the Board of Education Bylaw 0167. There are two public comment opportunities. The first public comment is reserved for Action Items only, those items on the agenda the Board is voting on this evening. The second public comment is set aside for public comment on any school or school district issue that the public feels may be of concern to the residents of the school district. The first public comment is limited to five (5) minutes per person. The second public comment length is determined by the board as per policy.*

*Before making a public comment, participants are to state their name, place of residence, and group affiliation if appropriate.*

*The Board uses the public comment period as an opportunity to listen to citizen concerns, but please be aware that not all issues brought to a board meeting will be resolved this evening; rather, the Board will, in appropriate cases, delegate the authority to investigate the matter to the Superintendent or his designee.*

*Please let the record reflect that the Board of Education does not endorse your comments nor will the Board of Education be held liable for comments you make about a staff member or other person which the staff member or other person may consider defamatory and/or libelous, as that individual retains all rights to pursue any legal remedies against you.*

- None

**Allamuchy Board of Education**  
**Agenda for Superintendent Interview & Discussion Meetings**  
**April 1, 2021**

**IV. EXECUTIVE SESSION**

*It is anticipated that the Board will be in Executive Session for between one and three hours; action may be taken.*

Enter Executive Session at 7:11 p.m.:

Moved by Ms. Christmann and seconded by Ms. Renaud,

BE IT RESOLVED, WHEREAS, the Board of Education must conduct interviews and/or discussions of Superintendent candidates

and WHEREAS, the aforesaid subjects are not appropriate subjects to be discussed in public meeting; and WHEREAS, the aforesaid subjects to be discussed are within the exemptions pursuant to P.L.1975 Chapter 231, it is; therefore, RESOLVED, that the aforesaid subjects shall be discussed in private session by this board and administrative staff and information pertaining thereto will be made available to the public as soon thereafter as possible and once the reasons for nondisclosure no longer exists.

CARRIED in a unanimous roll call vote.

***Executive Session***

Exit Executive Session at 8:23 p.m.:

Moved by Ms. Christmann and seconded by Ms. Renaud,

BE IT RESOLVED, that the Board of Education has been in executive session for the past one hour, twelve minutes. The matters that were discussed will be disclosed to the public as soon as possible once the reasons for nondisclosure no longer exist.

CARRIED in a unanimous roll call vote.

**V. ADJOURNMENT**

Moved by Ms. Renaud and seconded by Ms. Christmann, to adjourn the meeting at 8:25 p.m.

CARRIED in a unanimous roll call vote.

**Allamuchy Board of Education**  
**Agenda for Superintendent Interview & Discussion Meetings**  
**April 17, 2021**

The special meeting of the Allamuchy Township Board of Education held on April 17, 2021 is called to order at 9:04 a.m. *via teleconference* by Ms. Strutin. In accordance with the Open Public Meetings Act, adequate notice of the meeting was provided and, to the extent known at the time of advance publication, the agenda items to be considered. Written advance notification of the time, date and location was sent on March 24, 2021 to the New Jersey Herald and Township Clerk. Notice was posted in the school office.

**I. ROLL CALL**

	<u>Present</u>	<u>Absent</u>
Stephen Bienko		X
Abigail Christmann	X	
Giovanni Cusmano		X
Harriett Gaddy	X	
Craig Green	12:31	
Lisa Moyer	X	
Venita Prudenti	9:53	
Mary Renaud	X	
Lisa Strutin, President	X	

**II. PLEDGE TO THE FLAG**

**III. PUBLIC COMMENTS**

*Public comment shall be governed by the Board of Education Bylaw 0167. There are two public comment opportunities. The first public comment is reserved for Action Items only, those items on the agenda the Board is voting on this evening. The second public comment is set aside for public comment on any school or school district issue that the public feels may be of concern to the residents of the school district. The first public comment is limited to five (5) minutes per person. The second public comment length is determined by the board as per policy.*

*Before making a public comment, participants are to state their name, place of residence, and group affiliation if appropriate.*

*The Board uses the public comment period as an opportunity to listen to citizen concerns, but please be aware that not all issues brought to a board meeting will be resolved this evening; rather, the Board will, in appropriate cases, delegate the authority to investigate the matter to the Superintendent or his designee.*

*Please let the record reflect that the Board of Education does not endorse your comments nor will the Board of Education be held liable for comments you make about a staff member or other person which the staff member or other person may consider defamatory and/or libelous, as that individual retains all rights to pursue any legal remedies against you.*

- None

**Allamuchy Board of Education**  
**Agenda for Superintendent Interview & Discussion Meetings**  
**April 17, 2021**

**IV. EXECUTIVE SESSION**

*It is anticipated that the Board will be in Executive Session for between one and three hours; action may be taken.*

Enter Executive Session at 9:07 a.m.:

Moved by Ms. Christmann and seconded by Ms. Renaud,

BE IT RESOLVED, WHEREAS, the Board of Education must conduct interviews and/or discussions of Superintendent candidates

and WHEREAS, the aforesaid subjects are not appropriate subjects to be discussed in public meeting; and WHEREAS, the aforesaid subjects to be discussed are within the exemptions pursuant to P.L.1975 Chapter 231, it is; therefore, RESOLVED, that the aforesaid subjects shall be discussed in private session by this board and administrative staff and information pertaining thereto will be made available to the public as soon thereafter as possible and once the reasons for nondisclosure no longer exists.

CARRIED in a unanimous roll call vote.

***Executive Session***

Exit Executive Session at 12:37 p.m.:

Moved by Dr. Gaddy and seconded by Ms. Christmann,

BE IT RESOLVED, that the Board of Education has been in executive session for the past three hours, 30 minutes. The matters that were discussed will be disclosed to the public as soon as possible once the reasons for nondisclosure no longer exist.

CARRIED in a unanimous roll call vote.

**V. ADJOURNMENT**

Moved by Ms. Christmann and seconded by Ms. Prudenti, to adjourn the meeting at 12:38 p.m.

CARRIED in a unanimous roll call vote.

**Allamuchy Board of Education**  
**Agenda for Superintendent Interview & Discussion Meetings**  
**April 21, 2021**

The special meeting of the Allamuchy Township Board of Education held on April 21, 2021 is called to order at 7:02 p.m. *via teleconference* by Ms. Strutin. In accordance with the Open Public Meetings Act, adequate notice of the meeting was provided and, to the extent known at the time of advance publication, the agenda items to be considered. Written advance notification of the time, date and location was sent on March 24, 2021 to the New Jersey Herald and Township Clerk. Notice was posted in the school office.

**I. ROLL CALL**

	<u>Present</u>	<u>Absent</u>
Stephen Bienko		X
Abigail Christmann	X	
Giovanni Cusmano		X
Harriett Gaddy	X	
Craig Green	X	
Lisa Moyer		X
Venita Prudenti	X	
Mary Renaud	X	
Lisa Strutin, President	X	

**II. PLEDGE TO THE FLAG**

**III. PUBLIC COMMENTS**

*Public comment shall be governed by the Board of Education Bylaw 0167. There are two public comment opportunities. The first public comment is reserved for Action Items only, those items on the agenda the Board is voting on this evening. The second public comment is set aside for public comment on any school or school district issue that the public feels may be of concern to the residents of the school district. The first public comment is limited to five (5) minutes per person. The second public comment length is determined by the board as per policy.*

*Before making a public comment, participants are to state their name, place of residence, and group affiliation if appropriate.*

*The Board uses the public comment period as an opportunity to listen to citizen concerns, but please be aware that not all issues brought to a board meeting will be resolved this evening; rather, the Board will, in appropriate cases, delegate the authority to investigate the matter to the Superintendent or his designee.*

*Please let the record reflect that the Board of Education does not endorse your comments nor will the Board of Education be held liable for comments you make about a staff member or other person which the staff member or other person may consider defamatory and/or libelous, as that individual retains all rights to pursue any legal remedies against you.*

- None

**Allamuchy Board of Education**  
**Agenda for Superintendent Interview & Discussion Meetings**  
**April 21, 2021**

**IV. EXECUTIVE SESSION**

*It is anticipated that the Board will be in Executive Session for between one and three hours; action may be taken.*

Enter Executive Session at 7:06 p.m.:

Moved by Ms. Christmann and seconded by Ms. Renaud,

BE IT RESOLVED, WHEREAS, the Board of Education must conduct interviews and/or discussions of Superintendent candidates

and WHEREAS, the aforesaid subjects are not appropriate subjects to be discussed in public meeting; and WHEREAS, the aforesaid subjects to be discussed are within the exemptions pursuant to P.L.1975 Chapter 231, it is; therefore, RESOLVED, that the aforesaid subjects shall be discussed in private session by this board and administrative staff and information pertaining thereto will be made available to the public as soon thereafter as possible and once the reasons for nondisclosure no longer exists.

CARRIED in a unanimous roll call vote.

***Executive Session***

Exit Executive Session at 8:52:

Moved by Ms. Christmann and seconded by Dr. Gaddy,

BE IT RESOLVED, that the Board of Education has been in executive session for the past one hour, 46 minutes. The matters that were discussed will be disclosed to the public as soon as possible once the reasons for nondisclosure no longer exist.

CARRIED in a unanimous roll call vote.

**V. ADJOURNMENT**

Moved by Mr. Green and seconded by Ms. Prudenti, to adjourn the meeting at 8:57 p.m.

CARRIED in a unanimous roll call vote.

Report Includes Effective Dates from Mar 01, 2021 to Mar 31, 2021

<u>Date</u>	<u>Source Account/Title</u>	<u>Target Account/Title</u>	<u>Comments</u>	<u>Amount</u>
03/01/21	11-190-100-610-000-000 Gen'l Supplies	11-190-100-340-000-000 Purchased Tech Services	General March transfers	392.25
03/01/21	11-190-100-610-000-000 Gen'l Supplies	11-190-100-890-000-000 Other Objects	General March transfers	409.00
03/01/21	11-000-270-443-000-000 Trans Lease Purchase Pmnt	11-000-270-420-000-000 Trans Repair/Maintenance	General March transfers	1,225.76
03/01/21	11-000-261-100-000-000 Plant Maint Salaries	11-000-270-420-000-000 Trans Repair/Maintenance	General March transfers	640.20
03/01/21	11-000-261-100-000-000 Plant Maint Salaries	11-000-261-420-001-000 Purch Prop Svcs Elem Schl	General March transfers	1,110.82
03/01/21	11-000-261-420-002-000 Purch Prop Srv Primary Schl	11-000-261-420-001-000 Purch Prop Svcs Elem Schl	General March transfers	3,488.28
03/01/21	11-000-261-610-000-000 Maint Supplies	11-000-261-420-001-000 Purch Prop Svcs Elem Schl	General March transfers	1,192.18
03/01/21	11-000-262-800-000-000 Custodial Other Objects	11-000-261-420-001-000 Purch Prop Svcs Elem Schl	General March transfers	640.20
03/01/21	11-000-262-800-000-000 Custodial Other Objects	11-000-262-610-000-000 Custodial Supplies	General March transfers	728.57
03/01/21	11-000-262-300-000-000 Cust Purch Prof Svcs	11-000-262-610-000-000 Custodial Supplies	General March transfers	640.20
03/01/21	11-000-262-300-000-000 Cust Purch Prof Svcs	11-000-262-420-000-000 Cust Clng Rep & Maint Svcs	General March transfers	5,359.80
03/01/21	11-000-270-600-000-000 Trans Supplies & Matls	11-000-262-420-000-000 Cust Clng Rep & Maint Svcs	General March transfers	14,321.33
The total of all Budget Adjustments for fund 10 is:				<b>30,148.59</b>

<u>Check#</u>	<u>Date</u>	<u>Vendor (Payee)/Check Line Comments</u>	<u>Amount</u>	<u>PO or Bal Sht</u>	<u>Exp. Acct. or Balance Sheet Title</u>
31787	11/18/20	Amazon Capital Services			
				Check voided on 3/18/2021	
		Classroom supplies	(12.97)	P202100225	11-190-100-610-000-000
		Classroom supplies	(39.96)	P202100225	11-190-100-610-000-000
		Classroom supplies	(23.48)	P202100225	11-190-100-610-000-000
		Classroom supplies	(29.98)	P202100225	11-190-100-610-000-000
		Classroom supplies 1G6D-HFRG-HD9J	(179.98)	P202100225	11-190-100-610-000-000
		Classroom supplies	(34.30)	P202100225	11-190-100-610-000-000
		Classroom supplies	(83.92)	P202100225	11-190-100-610-000-000
		Classroom supplies	(45.92)	P202100225	11-190-100-610-000-000
		Total Check Amount:	(450.51)		
32147	3/11/21	Cintas			
				Check voided on 3/17/2021	
		Custodial Supplies	(90.57)	P202100394	11-000-262-610-000-000
		Custodial Supplies	(150.10)	P202100394	11-000-262-610-000-000
		Custodial Supplies	(140.97)	P202100394	11-000-262-610-000-000
		Custodial Supplies	(244.51)	P202100394	11-000-262-610-000-000
		Custodial Supplies	(99.70)	P202100394	11-000-262-610-000-000
		Total Check Amount:	(725.85)		
32155	3/11/21	Super Heat Inc.			
		Maintenance work	(2,952.30)	P202100439	11-000-262-420-000-000
32176	3/12/21	Mountain View Property Management LLC			
				Check voided on 3/17/2021	
		Consulting Fee	(750.00)	P202100409	11-000-261-420-001-000
		Consulting Fee	(3,450.00)	P202100409	11-000-261-420-001-000
		Total Check Amount:	(4,200.00)		
32182	3/12/21	DeContanza, Jodie			
		Reimb for Mental Health First Aid workshop	(35.00)	P202100442	11-000-213-800-000-000
32199	3/12/21	NJ DEPT OF EDUCATION			
		reimb state	(1,611.13)	20 - 412	I/G A/P-FEDERAL
32200	3/18/21	TREAS, STATE OF N.J.			
		reimbursement to NJ	1,611.13	20 - 412	I/G A/P-FEDERAL
32202	3/19/21	Cintas			
		maintenance supplies	99.70	P202100398	11-000-262-610-000-000
		maintenance supplies	244.51	P202100398	11-000-262-610-000-000
		maintenance supplies	140.97	P202100398	11-000-262-610-000-000
		maintenance supplies	150.10	P202100398	11-000-262-610-000-000
		maintenance supplies	90.57	P202100398	11-000-262-610-000-000
		Total Check Amount:	725.85		
N1226	3/22/21	ALLAMUCHY CAFETERIA ACCT			
			834.52	10 - 411	I/G A/P - STATE
			54,319.34	10 - 412	I/G A/P-FEDERAL
		Total Check Amount:	55,153.86		
32204	3/24/21	Sussex County Technical School		**VOIDED**	Check voided on 4/23/2021

<u>Check#</u>	<u>Date</u>	<u>Vendor (Payee)/Check Line Comments</u>	<u>Amount</u>	<u>PO or Bal Sht</u>	<u>Exp. Acct. or Balance Sheet Title</u>
N1227	3/29/21	Jersey Central Power & Light			
		Electric	350.92	P202100017	11-000-262-622-000-001
		Electric	0.02	P202100017	11-000-262-622-000-002
		Electric	0.02	P202100017	11-000-262-622-000-002
		Electric	484.63	P202100017	11-000-262-622-000-002
		Electric	754.84	P202100017	11-000-262-622-000-002
		Electric	11.01	P202100017	11-000-262-622-000-003
		Electric	805.66	P202100017	11-000-262-622-000-003
		Total Check Amount:	<u>2,407.10</u>		

<u>Check#</u>	<u>Date</u>	<u>Vendor (Payee)/Check Line Comments</u>	<u>Amount</u>	<u>PO or Bal Sht</u>	<u>Exp. Acct. or Balance Sheet Title</u>
N0330	3/30/21	PAYROLL			
		STATE A/R	10,503.17	10 - 141	STATE A/R
		Pre K/Kindergarten Specials	1,973.39	P202100001	11-110-100-101-000-000
		Pre K/Kindergarten Sals	12,241.95	P202100001	11-110-100-101-000-002
		Grades 1-5 - Specials	10,756.20	P202100001	11-120-100-101-000-000
		Grades 3-5 Teacher Sals	29,225.25	P202100001	11-120-100-101-000-001
		Grades 1-2 Teachers Sals	17,320.25	P202100001	11-120-100-101-000-002
		Grades 6-8 - Specials	7,004.43	P202100001	11-130-100-101-000-000
		Grades 6-8 Teacher Sals	21,150.31	P202100001	11-130-100-101-000-001
		Substitutes - Per Diem	1,120.00	P202100001	11-190-100-104-001-000
		Substitutes - Class Coverage	406.00	P202100001	11-190-100-104-002-000
		Substitutes - Permanent Sub	1,800.00	P202100001	11-190-100-104-003-000
		MH Dis Teach Sal ATS	2,461.05	P202100001	11-212-100-101-000-001
		MH Sal Teachers MVS	2,589.80	P202100001	11-212-100-101-000-002
		Multiple Dis Aide Sal MVS	900.00	P202100001	11-212-100-106-000-002
		Resource Center Sal ATS	7,177.63	P202100001	11-213-100-101-000-001
		Resource Center Sal MV	1,292.02	P202100001	11-213-100-101-000-002
		RC Aide ATS	8,403.75	P202100001	11-213-100-106-000-001
		RC Aides MVS	1,397.00	P202100001	11-213-100-106-000-002
		RC Aides MVS	2,077.50	P202100001	11-213-100-106-000-002
		PSD Teacher Salary	1,292.03	P202100001	11-215-100-101-000-002
		Health Salaries ATS	3,268.55	P202100001	11-000-213-100-000-001
		Health Salaries MVS	2,824.30	P202100001	11-000-213-100-000-002
		Speech Salaries	4,592.55	P202100001	11-000-216-100-000-000
		Pers Aide Sal ATS	2,135.00	P202100001	11-000-217-106-000-001
		Guidance Salary	5,783.85	P202100001	11-000-218-104-000-000
		CST Prof Salaries	3,641.55	P202100001	11-000-219-104-000-000
		Library Salaries	3,432.05	P202100001	11-000-222-100-000-000
		Admin Salaries	1,399.70	P202100001	11-000-230-100-000-000
		School Princ Salary	3,833.33	P202100001	11-000-240-103-000-001
		Sal Asst Princ/Prog Dir	1,950.19	P202100001	11-000-240-103-000-002
		School Secty Salary ATS	3,216.67	P202100001	11-000-240-105-000-001
		Sal of Secretary MVS	1,708.33	P202100001	11-000-240-105-000-002
		Business Office Salary	5,966.27	P202100001	11-000-251-100-000-000
		Plant Maint Salaries	1,670.00	P202100001	11-000-261-100-000-000
		Custodial - Full Time	6,135.29	P202100001	11-000-262-100-001-000
		Custodial - PT Perm	1,315.25	P202100001	11-000-262-100-002-000
		Custodial - Substitutes	1,457.90	P202100001	11-000-262-100-003-000
		Grounds Salaries	2,350.00	P202100001	11-000-263-100-000-000
		Transportation Administration	2,136.90	P202100001	11-000-270-105-000-000
		Trans Salaries - regular time	11,850.50	P202100001	11-000-270-160-000-000
		Trans Salaries - extra time	2,123.12	P202100001	11-000-270-161-000-000
		Trans Sal - aides	742.60	P202100001	11-000-270-162-000-000
		PERS FICA	4,695.72	P202100002	11-000-291-220-000-000
		PERS FICA	56.21	P202100002	11-000-291-220-000-000
		DCRP Employer Contribution	149.87	P202100002	11-000-291-249-000-000
		Employee Benefits	36.99	P202100001	11-000-291-290-000-000
		Employee Benefits	15.51	P202100001	11-000-291-290-000-000
		Personal Services - Salaries	1,198.03	P202100001	20-231-100-100-000-000
		Salaries-Office&Cler Non-Grant	1,252.67	P202100001	60-990-320-182-200-000
		Total Check Amount:	222,030.63		

<u>Check#</u>	<u>Date</u>	<u>Vendor (Payee)/Check Line Comments</u>	<u>Amount</u>	<u>PO or Bal Sht</u>	<u>Exp. Acct. or Balance Sheet Title</u>
N1228	3/31/21	Hunterdon Preparatory Center			
		OOD Tuition	(9,168.75)	P202100029	11-000-100-566-000-000
		OOD Tuition	9,168.75	P202100029	20-250-100-300-000-000
		Total Check Amount:	0.00		
N1236	3/31/21	PAYROLL			
		2020-2021 Payroll	434.22	P202100002	11-000-291-220-000-000
N1237	3/31/21	Warren County Technical School			
		5 FTE x \$5100 (est)	(4,125.00)	P202100211	11-000-100-563-000-000
		transportation svcs	4,125.00	P202100211	11-000-270-518-000-000
		Total Check Amount:	0.00		
N1229	4/2/21	The Spoken Path, LLC.			
		Consultations technological support direct support	(1,440.00)	P202100188	11-000-216-320-000-000
		Consultations technological support direct support	(4,260.00)	P202100188	11-000-216-320-000-000
		Consultations technological support direct support	(1,200.00)	P202100188	11-000-216-320-000-000
		Tech Direct Support	1,440.00	P202100188	20-250-200-300-000-000
		Tech Direct Support	1,260.00	P202100188	20-250-200-300-000-000
		Tech Direct Support	1,440.00	P202100188	20-250-200-300-000-000
		Tech Direct Support	1,560.00	P202100188	20-250-200-300-000-000
		Tech Direct Support	1,200.00	P202100188	20-250-200-300-000-000
		Total Check Amount:	0.00		
N1230	4/5/21	WEX Bank			
		Fuel for Buses	1,126.42	P202100313	11-000-270-600-000-000
		Fuel for buses and trucks	2,988.50	P202100427	11-000-270-600-000-000
		Total Check Amount:	4,114.92		
32205	4/6/21	IXL Learning			
		IXL Site License (Year 2 of 3)	2,953.00	P202100465	20-280-100-600-000-000
32206	4/8/21	Treasurer State of NJ - NJ Dept of Comm Affairs	**VOIDED**	Check voided on 4/26/2021	
32207	4/8/21	McGraw-Hill Education			
		revised subscription reading wonders	24.09	P202100456	11-190-100-610-000-000
32208	4/8/21	NCS Pearson Inc.			
		WISC-V and Vineland	310.00	P202100446	11-000-219-600-000-000
32209	4/8/21	Direct Waste Services, Inc.			
		Rear load Front load commingled	1,396.00	P202100448	11-000-261-420-001-000
32210	4/8/21	Sage Publishing			
		Cult Responsive School Climate	29.02	P202100451	20-280-100-600-000-000
32211	4/8/21	WIRE'S ELEC SHOP INC			
		bulb fixed and remounted - control panel not keepi	390.00	P202100463	11-000-261-420-001-000
		melted outlets- replaced and new covers	568.02	P202100463	11-000-261-420-001-000
		Total Check Amount:	958.02		

<u>Check#</u>	<u>Date</u>	<u>Vendor (Payee)/Check Line Comments</u>	<u>Amount</u>	<u>PO or Bal Sht</u>	<u>Exp. Acct. or Balance Sheet Title</u>
32212	4/8/21	Fuller Paper Company			
		Custodial supplies	399.18	P202100461	11-000-262-610-000-000
		Custodial supplies	437.38	P202100461	11-000-262-610-000-000
		Custodial supplies	294.00	P202100461	11-000-262-610-000-000
		Custodial supplies	135.00	P202100461	11-000-262-610-000-000
		Custodial supplies	383.78	P202100461	11-000-262-610-000-000
		Custodial supplies	423.44	P202100461	11-000-262-610-000-000
		Total Check Amount:	<u>2,072.78</u>		
32213	4/8/21	Phoenix Advisors, LLC			
		Disclosure Agent Serv	1,000.00	P202100462	11-000-230-339-000-000
32214	4/8/21	Bahl, Divya			
		Interpreter Services	20.00	P202100466	11-000-219-320-000-000
32215	4/8/21	WageWorks, Inc.			
		FSA Health care	41.20	P202100098	11-000-291-270-000-000
32216	4/8/21	Amazon Capital Services			
		school supplies	30.51	P202100373	11-190-100-610-000-000
		maintenance supplies	99.94	P202100373	11-000-261-610-000-000
		maintenance supplies	44.05	P202100373	11-000-261-610-000-000
		maintenance supplies	19.90	P202100373	11-000-261-610-000-000
		Total Check Amount:	<u>194.40</u>		
32217	4/8/21	Allied Oil Company			
		Heatling oil	3,831.18	P202100021	11-000-262-624-000-001
		Heatling oil	4,553.38	P202100021	11-000-262-624-000-001
		20-21 heating oil	5.02	P202100021	11-000-262-624-000-002
		Total Check Amount:	<u>8,389.58</u>		
32218	4/8/21	DeContanza, Jodie			
		Reimb for Mental Health First Aid workshop	35.00	P202100442	11-000-213-800-000-000
32219	4/8/21	Eurofins			
		Monitoring well.Ground Waters	151.35	P202100404	11-000-262-300-000-000
32220	4/8/21	ECLC			
		OOD Tuition 20-21	6,202.20	P202100334	11-000-100-566-000-000
32221	4/8/21	Hoover Truck Centers			
		Bus and van repairs and service	180.00	P202100016	11-000-270-420-000-000
		Bus and van repairs and service	417.21	P202100016	11-000-270-420-000-000
		Total Check Amount:	<u>597.21</u>		
32222	4/8/21	Hackettstown Board of Education			
		150 FTE x \$14,225 = \$2,133,750; plus \$10,757 p/y	214,450.70	P202100003	11-000-100-561-000-000
		150 FTE x \$14,225 = \$2,133,750; plus \$10,757 p/y	214,450.70	P202100003	11-000-100-561-000-000
		5300 est hours x \$17 = \$90,100 less \$10,003 p/y	8,009.70	P202100003	11-000-100-562-000-000
		5300 est hours x \$17 = \$90,100 less \$10,003 p/y	8,009.70	P202100003	11-000-100-562-000-000
		Total Check Amount:	<u>444,920.80</u>		

<u>Check#</u>	<u>Date</u>	<u>Vendor (Payee)/Check Line Comments</u>	<u>Amount</u>	<u>PO or Bal Sht</u>	<u>Exp. Acct. or Balance Sheet Title</u>
32223	4/8/21	JDM Group tech services	4,216.67	P202100022	11-190-100-340-000-000
32224	4/8/21	Rymon, Karen OT Services	2,153.50	P202100218	20-250-200-300-000-000
32225	4/8/21	SUBURBAN PROPANE green house & treatment plant	230.86	P202100182	11-000-262-621-000-001
		green house & treatment plant	130.93	P202100182	11-000-262-621-000-001
		Total Check Amount:	361.79		
32226	4/8/21	Sherwin-Willaims Co. Painting supplies etc	144.39	P202100319	11-000-262-610-000-000
32227	4/8/21	Township of Allamuchy Water/sewer 7-20 to 6-21 ATS & MV	1,079.69	P202100049	11-000-262-490-000-000
		Water/sewer 7-20 to 6-21 ATS & MV	1,324.15	P202100049	11-000-262-490-000-000
		Total Check Amount:	2,403.84		
32228	4/8/21	Times Herald Record publications & affidavits	119.40	P202100127	11-000-230-530-000-000
32229	4/8/21	United Site Services waste pickup at ATS MVS	234.64	P202100068	11-000-261-420-001-000
32230	4/8/21	WARREN CO SPEC SVCS SC D Transp Services Spec Ed	9,521.36	P202100233	11-000-270-518-000-000
32231	4/10/21	Hoover Truck Centers Bus and van repairs and service	105.00	P202100016	11-000-270-420-000-000
32232	4/10/21	WARREN CO SPEC SVCS SC D Music Therapy	927.50	P202100345	20-250-200-300-000-000
32233	4/10/21	WARREN CO SPEC SVCS SC D BEH services	390.00	P202100415	11-000-217-320-000-000
		LDTC Services	5,655.00	P202100469	11-000-230-339-000-000
		Total Check Amount:	6,045.00		
32234	4/10/21	Zonar Systems bus radio services	336.00	P202100126	11-000-270-600-000-000
32235	4/10/21	Mayberry Sales & Services, Inc. outdoor machines supplies etc	378.22	P202100250	11-000-263-600-000-000
32236	4/10/21	Haggerty, Wayne 2-22-21 Plow and clean buses at yard	450.00	P202100470	11-000-270-420-000-000

<u>Check#</u>	<u>Date</u>	<u>Vendor (Payee)/Check Line Comments</u>	<u>Amount</u>	<u>PO or Bal Sht</u>	<u>Exp. Acct. or Balance Sheet Title</u>
32237	4/11/21	Amazon Capital Services			
		Dist Grounds	116.70	P202100407	11-000-263-600-000-000
		Dist Grounds	43.52	P202100407	11-000-263-600-000-000
		Dist Grounds	57.60	P202100407	11-000-263-600-000-000
		Dist Grounds	745.23	P202100407	11-000-263-600-000-000
		Dist Grounds	55.57	P202100407	11-000-263-600-000-000
		Dist Grounds	76.07	P202100407	11-000-263-600-000-000
		Total Check Amount:	<u>1,094.69</u>		
32238	4/11/21	Municipal Capital Corp. copier leases	1,372.00	P202100028	11-190-100-340-000-000
32239	4/11/21	Abcode Security, Inc.			
		Central Station Monitoring	90.00	P202100386	11-000-261-420-001-000
		Central Station Monitoring	90.00	P202100386	11-000-261-420-001-000
		Total Check Amount:	<u>180.00</u>		
32240	4/11/21	IGS Solar Solar Supply	891.82	P202100083	11-000-262-622-100-001
32241	4/11/21	Hoover Truck Centers Bus and van repairs and service	2,025.52	P202100016	11-000-270-420-000-000
32242	4/11/21	Super Heat Inc. Maintenance work	264.76	P202100439	11-000-262-420-000-000
32243	4/11/21	Brookaire Company			
		Pleated Merv filters	1,679.22	P202100471	11-000-262-610-000-000
		Filters	1,334.64	P202100471	11-000-262-610-000-000
		Pleated Merv filters	0.00	P202100471	11-000-262-610-000-000
		Total Check Amount:	<u>3,013.86</u>		
N1232	4/15/21	NJ HEALTH BEN FUND Retiree health benefits	341.70	P202100018	11-000-291-270-000-000
32201	4/16/21	Peck, Allison, P.T.	**VOIDED**	Check voided on 4/22/2021	
32244	4/16/21	NJ Dept of Treasury NJEMS BILL ID 000000221988100	50.00	P202100476	11-000-261-420-001-000
32245	4/16/21	Broadstep Academy New Jersey, Inc.			
		One to One Aide	1,710.00	P202100069	11-000-100-566-000-000
		Tuition	8,203.68	P202100069	11-000-100-566-000-000
		Total Check Amount:	<u>9,913.68</u>		
32246	4/16/21	Hunterdon Preparatory Center OOD Tuition	5,387.00	P202100029	11-000-100-566-000-000

<u>Check#</u>	<u>Date</u>	<u>Vendor (Payee)/Check Line Comments</u>	<u>Amount</u>	<u>PO or Bal Sht</u>	<u>Exp. Acct. or Balance Sheet Title</u>
32247	4/16/21	New Jersey Schools Insurance Group			
		Auto Ins Trucks	93.70	P202100237	11-000-270-593-000-000
		workers comp	5,140.82	P202100237	11-000-291-260-000-000
		Total Check Amount:	5,234.52		
32248	4/16/21	Yudichak, Kenneth			
		Wastewater Treatment Plant Serv	700.00	P202100082	11-000-262-300-000-000
32249	4/16/21	WARREN CO SPEC SVCS SC D			
		LDTG Services	7,775.62	P202100477	11-000-100-561-000-000
		Music Therapy	927.50	P202100345	11-000-217-320-000-000
		BEH services	682.50	P202100415	11-000-217-320-000-000
		Total Check Amount:	9,385.62		
32250	4/19/21	Sherwin-Willaims Co.			
		Painting supplies etc	(9.57)	P202100479	11-000-262-610-000-000
		Painting supplies etc	(5.37)	P202100479	11-000-262-610-000-000
		Painting supplies etc	(9.31)	P202100479	11-000-262-610-000-000
		Painting supplies etc	(52.75)	P202100479	11-000-262-610-000-000
		Painting supplies etc	(5.62)	P202100479	11-000-262-610-000-000
		Painting supplies etc	(40.99)	P202100479	11-000-262-610-000-000
		Painting supplies etc	1,479.08	P202100479	11-000-262-610-000-000
		Total Check Amount:	1,355.47		
32251	4/19/21	Horizon BCBSNJ			
		Comp/Presc	1,101.22	P202100004	11-000-291-270-000-000
		POS	23,515.52	P202100004	11-000-291-270-000-000
		Ominia	67,116.44	P202100004	11-000-291-270-000-000
		Total Check Amount:	91,733.18		
32252	4/19/21	Hoover Truck Centers			
		Bus and van repairs and service	2,035.43	P202100016	11-000-270-420-000-000
		Bus and van repairs and service	639.13	P202100016	11-000-270-420-000-000
		Bus and Truck Services	1,188.55	P202100480	11-000-270-420-000-000
		Bus and Truck Services	1,015.29	P202100480	11-000-270-420-000-000
		Bus and Truck Services	126.00	P202100480	11-000-270-420-000-000
		Bus and Truck Services	2,470.88	P202100480	11-000-270-420-000-000
		Bus and Truck Services	222.55	P202100480	11-000-270-420-000-000
		Total Check Amount:	7,697.83		
32253	4/19/21	Rymon, Karen			
		OT Services	1,338.25	P202100218	20-250-200-300-000-000
		OT Services	797.00	P202100218	20-251-100-300-000-000
		Total Check Amount:	2,135.25		
32254	4/19/21	Abcode Security, Inc.			
		Central Station Monitoring	66.00	P202100386	11-000-261-420-001-000
		Fire inspection MVS & ATS	135.00	P202100051	11-000-261-420-001-000
		Fire inspection MVS & ATS	135.00	P202100051	11-000-261-420-001-000
		Total Check Amount:	336.00		

<u>Check#</u>	<u>Date</u>	<u>Vendor (Payee)/Check Line Comments</u>	<u>Amount</u>	<u>PO or Bal Sht</u>	<u>Exp. Acct. or Balance Sheet Title</u>
32255	4/19/21	R&L DataCenters, Inc.			
		payroll services	47.00	P202100125	11-000-230-339-000-000
		Payroll	645.00	P202100481	11-000-230-339-000-000
		Total Check Amount:	692.00		
32256	4/19/21	BER			
		Dyslexia workshop	279.00	P202100475	11-000-223-500-000-000
32257	4/19/21	Fuller Paper Company			
		Custodial supplies	580.16	P202100437	11-000-262-610-000-000
		Custodial supplies	529.74	P202100461	11-000-262-610-000-000
		Total Check Amount:	1,109.90		
32258	4/19/21	VIKING TERMITE & PEST			
		Pest control	267.34	P202100045	11-000-261-420-001-000
		Pest control	261.29	P202100045	11-000-261-420-001-000
		Pest & Termite controls	54.51	P202100484	11-000-261-420-001-000
		Pest & Termite controls	788.80	P202100484	11-000-261-420-001-000
		Total Check Amount:	1,371.94		
32260	4/20/21	Lowe's	**VOIDED**	Check voided on 4/21/2021	
32261	4/20/21	Shaeffer, Stephanie			
		2020-21 services	780.00	P202100213	11-000-216-320-000-000
32262	4/20/21	Ridge & Valley Charter School			
		Tuition charter school	69.00	P202100190	11-000-100-569-000-000
		Tuition charter school	64.00	P202100190	11-000-100-569-000-000
		Total Check Amount:	133.00		
32263	4/21/21	UNUM LIFE INS CO.			
		Disability Ins	1,921.25	P202100143	11-000-291-270-000-000
32264	4/21/21	DeMary, Peter			
		reimb for tuition BG-1107-SP21-5	483.00	P202100490	11-000-223-500-000-000
32265	4/22/21	IGS Solar			
		Solar Supply	3,852.19	P202100083	11-000-262-622-100-001
32266	4/22/21	FP Mailing Solutions			
		postage meter	85.86	P202100081	11-000-230-530-000-000
32267	4/22/21	Amazon Capital Services			
		Maintenance supplies	173.44	P202100227	11-000-261-610-000-000
		Maintenance supplies	134.65	P202100227	11-000-261-610-000-000
		Custodial supplies	43.91	P202100227	11-000-262-610-000-000
		Custodial supplies	122.79	P202100227	11-000-262-610-000-000
		Custodial supplies	119.63	P202100227	11-000-262-610-000-000
		Total Check Amount:	594.42		

<u>Check#</u>	<u>Date</u>	<u>Vendor (Payee)/Check Line Comments</u>	<u>Amount</u>	<u>PO or Bal Sht</u>	<u>Exp. Acct. or Balance Sheet Title</u>
32268	4/22/21	Eurofins Monitoring well.Ground Waters	432.25	P202100404	11-000-262-300-000-000
32269	4/22/21	Able Security Locksmiths, Inc. locksmith keys etc	352.45	P202100452	11-000-261-420-001-000
32270	4/22/21	Hoover Truck Centers Bus and Truck Services	628.79	P202100480	11-000-270-420-000-000
		Bus and Truck Services	273.37	P202100480	11-000-270-420-000-000
		Total Check Amount:	902.16		
32271	4/22/21	Cintas custodial supplies	87.31	P202100457	11-000-262-610-000-000
		custodial supplies	96.11	P202100457	11-000-262-610-000-000
		custodial supplies	114.65	P202100457	11-000-262-610-000-000
		custodial supplies	276.87	P202100457	11-000-262-610-000-000
		Total Check Amount:	574.94		
32272	4/22/21	Integrated Therapeutics Group, LLC 2020-21 tuition	15,660.00	P202100195	11-000-100-562-000-000
32273	4/22/21	WIRE'S ELEC SHOP INC Replace exit/emergency lights	1,439.96	P202100491	11-000-261-420-001-000
32274	4/22/21	Busch Law Group, LLC Legal services	6,400.00	P202100492	11-000-230-331-000-000
32275	4/22/21	Cintas custodial supplies	87.31	P202100457	11-000-262-610-000-000
		custodial supplies	96.11	P202100457	11-000-262-610-000-000
		custodial supplies	114.65	P202100457	11-000-262-610-000-000
		custodial supplies	276.87	P202100457	11-000-262-610-000-000
		Total Check Amount:	574.94		
32276	4/22/21	IGS Solar Solar Supply	2,575.04	P202100083	11-000-262-622-100-001
		Solar Supply Charges	1,277.15	P202100493	11-000-262-622-100-001
		Total Check Amount:	3,852.19		
32277	4/22/21	Peck, Allison, P.T. PT Services	5,959.50	P202100215	20-250-200-300-000-000
		PT Services	4,806.75	P202100215	20-250-200-300-000-000
		Total Check Amount:	10,766.25		
32278	4/22/21	Mountain View Property Management LLC Consulting Fee	750.00	P202100409	11-000-261-420-001-000
		Consulting Fee	750.00	P202100409	11-000-261-420-001-000
		Total Check Amount:	1,500.00		

<u>Check#</u>	<u>Date</u>	<u>Vendor (Payee)/Check Line Comments</u>	<u>Amount</u>	<u>PO or Bal Sht</u>	<u>Exp. Acct. or Balance Sheet Title</u>
32279	4/23/21	Sussex County Charter School for Technology Tuition	5,724.00	P202100495	11-000-100-569-000-000
32280	4/26/21	Warren County Technical School	**VOIDED**	Check voided on 4/26/2021	

---

The Grand Total of all Checks from Fund 10 is:	65,657.03
The Grand Total of all Checks from Fund 11 is:	872,648.48
The Grand Total of all Checks from Fund 20 is:	36,231.30
The Grand Total of all Checks from Fund 60 is:	1,252.67

---

**The Grand total of all checks for this period is:** 975,789.48

STUDENT ACTIVITY ACCOUNT

2020-2021 SCHOOL YEAR	OPENING	2020	2020	2020	2020	2020	2020	2021	2021	2021	2021	2021	2021
	BALANCE	7	8	9	10	11	12	1	2	3	4	5	6
Miscellaneous	9,507.66	1,927.68	1,751.16	886.92	886.97	887.01	(235.94)	(233.17)	(233.13)	4,866.92	17,125.69		
ATS Class of 2022	-	-	-	-	-	-	-	-	-	-	2,692.50		
ATS Class of 2021	-	-	-	-	-	-	-	-	-	-	5,852.65		
ATS Class of 2020	-	-	-	-	-	-	-	-	-	-	1,915.60		
Grade 8	6,306.97	4,484.84	2,813.44	2,713.44	2,713.44	2,713.44	2,674.44	2,674.44	2,674.44	2,674.44	(0.00)		
Grade 7	17,543.43	17,814.58	17,814.58	17,849.58	17,849.58	17,849.58	20,703.58	18,930.58	18,930.58	20,545.08	0.00		
Yearbook	5,594.84	5,594.84	5,594.84	5,594.84	4,866.03	4,866.03	4,896.03	1,101.25	1,301.25	1,301.25	1,301.25		
Surfers way	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00		
Steam	842.05	842.05	842.05	842.05	842.05	842.05	842.05	842.05	842.05	842.05	842.05		
Stop Hungry Now	524.00	524.00	524.00	524.00	524.00	524.00	524.00	524.00	524.00	524.00	524.00		
Grade 3	279.00	279.00	279.00	279.00	279.00	279.00	279.00	279.00	279.00	279.00	279.00		
Music	3,216.17	3,216.17	3,216.17	3,216.17	3,216.17	3,216.17	3,216.17	3,216.17	3,216.17	3,216.17	3,216.17		
Drama	5,454.40	5,454.40	5,454.40	5,454.40	5,454.40	5,454.40	5,454.40	5,454.40	5,454.40	354.40	354.40		
Wolf Pack K-2	1,923.71	1,923.71	1,923.71	1,923.71	1,923.71	1,923.71	1,923.71	1,923.71	1,923.71	1,923.71	1,923.71		
Wolfpack 3-5	566.01	566.01	566.01	566.01	566.01	566.01	566.01	566.01	566.01	566.01	566.01		
Wolfpack 6-8	51.09	51.09	51.09	51.09	51.09	51.09	51.09	51.09	51.09	51.09	51.09		
Student Council	930.71	930.71	930.71	930.71	930.71	930.71	930.71	930.71	930.71	930.71	930.71		
Special Ed / Alex's Lemonade	184.87	184.87	184.87	184.87	184.87	184.87	184.87	184.87	184.87	184.87	184.87		
Outdoor Ed	5,695.90	5,695.90	5,695.90	5,695.90	5,695.90	5,695.90	6,795.90	6,795.90	6,795.90	6,858.65	6,858.65		
Healthy U	3,239.12	3,239.12	3,239.12	3,239.12	3,239.12	3,239.12	3,239.12	3,219.13	3,469.13	3,469.13	3,469.13		
Lego	884.50	884.50	884.50	884.50	884.50	884.50	884.50	884.50	884.50	884.50	884.50		
Scholarship	3,877.52	3,877.52	3,877.52	3,877.52	3,877.52	3,877.52	3,877.52	3,877.52	3,877.52	3,877.52	3,877.52		
Intrafund due to (from) P2P	-	(1,381.25)	(1,381.25)	(1,733.75)	(1,733.75)	(1,733.75)	(2,118.90)	(2,118.90)	(2,118.90)	-	-		
Intrafund due to (from) Fines	-	116.00	116.00	116.00	116.00	116.00	141.00	141.00	141.00	-	-		
Intrafund due to (from) CB	-	410.00	410.00	435.00	435.00	435.00	460.00	460.00	460.00	-	-		
Intrafund due to (from) Caf	-	(452.37)	(452.37)	(375.53)	(375.53)	(375.53)	(234.82)	(234.82)	(234.82)	-	-		
<b>TOTAL</b>	<b>66,626.95</b>	<b>56,188.37</b>	<b>54,340.45</b>	<b>53,160.55</b>	<b>52,431.79</b>	<b>52,431.83</b>	<b>55,059.44</b>	<b>49,474.44</b>	<b>49,924.48</b>	<b>53,354.50</b>	<b>52,854.50</b>	<b>-</b>	<b>-</b>
Balance per bank	66,726.95	59,403.67	57,908.49	56,093.41	54,485.84	54,097.98	58,007.03	51,616.67	51,895.46	55,197.98			
Less: Outstanding chks	(100.00)	(3,215.30)	(3,568.04)	(2,932.86)	(2,054.05)	(1,666.15)	(2,947.59)	(2,142.23)	(1,970.98)	(1,843.48)			
Plus: Deposits in transit	-	-	-	-	-	-	-	-	-	-			
Other items	-	-	-	-	-	-	-	-	-	-			
<b>Balance per books</b>	<b>66,626.95</b>	<b>56,188.37</b>	<b>54,340.45</b>	<b>53,160.55</b>	<b>52,431.79</b>	<b>52,431.83</b>	<b>55,059.44</b>	<b>49,474.44</b>	<b>49,924.48</b>	<b>53,354.50</b>			

**Student Activity Account Ledger for the Period Mar 1 2021 - Mar 31 2021**

**3,430.02** Net Activity (all subfunds)

<b>Date</b>	<b>Reference</b>	<b>Description</b>	<b>Amount</b>	<b>SubFund</b>
3/2/2021		Pizza & Gertrude Hawk - checks	1,284.00	Grade 7
3/2/2021		Pizza & Gertrude Hawk - cash	47.50	Grade 7
3/10/2021		Transfer (to)/from general fund	2,118.90	Intrafund due to (from) P2P
3/10/2021		Transfer (to)/from general fund	(141.00)	Intrafund due to (from) Fines
3/10/2021		Transfer (to)/from general fund	(460.00)	Intrafund due to (from) CB
3/10/2021		Transfer (to)/from cafeteria fund	234.82	Intrafund due to (from) Caf
3/10/2021		Reclassify COVID ticket refund	(5,100.00)	Drama
3/10/2021		Reclassify COVID ticket refund	5,100.00	Miscellaneous
3/10/2021		Sonny's	62.75	Outdoor Ed
3/26/2021		Pizza & Gertrude Hawk - checks	243.00	Grade 7
3/29/2021		Pizza & Gertrude Hawk - cash	40.00	Grade 7
3/31/2021		Interest	0.05	miscellaneous

**REPORT OF THE TREASURER TO THE BOARD OF EDUCATION**  
**District of Allamuchy**  
**All Governmental Funds**  
**For the Month Ending MARCH 31, 2021**

	(1) Beginning Cash Balance	(2) Cash Receipts	(3) Cash Disbursements	(4) Reclassifications	(5) Ending Cash Balance
Fund 10 - General Fund	890,188.84	1,046,503.03	778,790.26	-	1,157,901.61
Tuition Reserve	-	-	-	-	-
Fund 10 - TOTAL	890,188.84	1,046,503.03	778,790.26	-	1,157,901.61
Capital Reserve	208,532.08	-	-	-	208,532.08
Maintenance Reserve	121,813.05	-	-	-	121,813.05
Fund 20 - Special Revenue	(34,586.45)	-	19,873.21	-	(54,459.66)
Fund 30 - Capital Projects Fund	-	-	-	-	-
Fund 40 - Debt Service Fund	12,664.51	602,135.00	614,800.00	-	(0.49)
<b>Total Government Funds</b>	<b>1,198,612.03</b>	<b>1,648,638.03</b>	<b>1,413,463.47</b>	<b>-</b>	<b>1,433,786.59</b>
Fund 60 - Rutherford Hall	(265,822.53)	3,511.00	2,689.38	-	(265,000.91)
<b>TOTAL ALL FUNDS</b>	<b>\$ 932,789.50</b>	<b>\$ 1,652,149.03</b>	<b>\$ 1,416,152.85</b>	<b>\$ -</b>	<b>\$ 1,168,785.68</b>

*April 23, 2021*

**Date**

## INVESTORS BANK GENERAL ACCOUNT RECORDS

	Prev. Month End Balance	Petty Cash	Current Mo. Receipts	Current Mo. Disb. + Reclass	Ending Balance
<b>Genl Acct INVESTORS - MARCH 2021 Bal</b>	1,226,409.36	-	1,653,235.93	1,581,227.38	1,298,417.91
Petty Cash	<u>700.00</u>	-	-	-	<u>700.00</u>
<b>Sub Total Genl Acct</b>	1,227,109.36	-	1,653,235.93	1,581,227.38	1,299,117.91
- Prior period outstanding checks	(294,653.04)	-	-	(220,935.10)	(73,717.94)
+ New outstanding checks this month	<u>-</u>	-	<u>-</u>	<u>56,947.47</u>	<u>(56,947.47)</u>
<b>SUB TOTAL GENERAL FUND</b>	<b>932,456.32</b>	-	<b>1,653,235.93</b>	<b>1,417,239.75</b>	<b>1,168,452.50</b>
<b>Adjustments:</b>					
Cleared check - bank/book diff	22.70	-	-	-	22.70
Deposits in transit at 6/30/19	310.48	-	-	-	310.48
Bank reclassification	-	-	(1,086.90)	(1,086.90)	-
Deposits in Transit at 9/30/20	-	-	-	-	-
<b>TOTAL GENL FUND CK ACCT. MARCH 2021</b>	<b>932,789.50</b>	-	<b>1,652,149.03</b>	<b>1,416,152.85</b>	<b>1,168,785.68</b>

## GENERAL FUND CHECKING ACCOUNT BOOK BALANCES

	Prev. Month End Balance	Petty Cash	Current Mo. Receipts	Current Mo. Disb. + Reclass	Ending Balance
<b>MARCH 2021 Fund 10:</b>	890,188.84	-	1,046,503.03	778,790.26	1,157,901.61
Fund 10 Reclass	-	-	-	-	-
Fund 10 Total	890,188.84	-	1,046,503.03	778,790.26	1,157,901.61
Capital Reserve	208,532.08	-	-	-	208,532.08
Maintenance Reserve	121,813.05	-	-	-	121,813.05
Tuition Reserve	-	-	-	-	-
Fund 20:	(34,586.45)	-	-	19,873.21	(54,459.66)
Fund 20 Reclass:	-	-	-	-	-
Fund 20 Total	(34,586.45)	-	-	19,873.21	(54,459.66)
Fund 30:	-	-	-	-	-
Fund 40:	12,664.51	-	602,135.00	614,800.00	(0.49)
Fund 60 Genl Ck. Acct:	(265,822.53)	-	3,511.00	2,689.38	(265,000.91)
Fund 60 Reclass	-	-	-	-	-
Fund 60 Total:	(265,822.53)	-	3,511.00	2,689.38	(265,000.91)
<b>TREASURER REPORT TOTALS:</b>	<b>932,789.50</b>	-	<b>1,652,149.03</b>	<b>1,416,152.85</b>	<b>1,168,785.68</b>



FUND EQUITY

Appropriated:

753 Reserve for encumbrances - current year			\$ 3,517,732.83	
754 Reserve for encumbrances - prior year			\$(52,333.57)	
761 Reserved fund balance Capital Reserve - July 1, 2020		\$ 208,532.08		
604 Add: Increase in capital reserve		\$ 0.00		
307 Less: Budgeted withdrawal from capital reserve - eligible costs		\$ 0.00		
309 Less: Budgeted withdrawal from capital reserve - excess costs		\$ 0.00		
317 Less: Budgeted withdrawal from capital reserve - transfer to Debt Svc		\$ 0.00		
Subtotal - capital reserve			\$ 208,532.08	
764 Reserved fund balance Maintenance Reserve - July 1, 2020		\$ 121,813.05		
606 Add: Increase in maintenance reserve		\$ 0.00		
310 Less: Budgeted withdrawal from maintenance reserve		\$(45,000.00)		
Subtotal - maintenance reserve			\$ 76,813.05	
760 Other reserves			\$ 0.00	
771 Designated Fund Balance			\$ 99,931.00	
772 Designated Fund Balance - ARRA/SEMI			\$ 0.00	
601 Appropriations		\$ 10,732,409.00		
602 Less: expenditures	\$ 6,936,161.56			
603 Less: encumbrances	\$ 3,465,399.26	\$(10,401,560.82)	\$ 330,848.18	
Appropriations less expenditures				\$ 4,181,523.57
Unappropriated:				
770 Fund Balance, July 1, 2020			\$ 353,915.55	
303 Less: budgeted fund balance			\$ 0.00	
Unappropriated fund balance				\$ 353,915.55
Total fund equity				\$ 4,535,439.12

TOTAL LIABILITIES AND FUND EQUITY

\$ 4,574,501.71

RECAPITULATION OF FUND BALANCE - CURRENT YEAR ACTIVITY

	Budgeted	Actual	Variance
Appropriations	\$ 10,732,409.00	\$ 10,401,560.82	\$ 330,848.18
Less: Revenues	\$(10,487,478.00)	\$(10,403,877.57)	\$(83,600.43)
Subtotal	\$ 244,931.00	\$(2,316.75)	\$ 247,247.75
Change in capital reserve			
Plus - Increase in reserve	\$ 0.00	\$ 0.00	\$ 0.00
Less - Withdrawal from reserve	\$ 0.00	\$ 0.00	\$ 0.00
Change in maintenance reserve			
Plus - Increase in reserve	\$ 0.00	\$ 0.00	\$ 0.00
Less - Withdrawal from reserve	\$(45,000.00)	\$ 0.00	\$(45,000.00)
Less: adjustment to appropriations for Prior Year Encumbrances	\$ 0.00	\$ 0.00	\$ 0.00
Total current year budgeted fund balance	\$ 0.00	\$(2,316.75)	\$ 2,316.75
Add: Unappropriated fund balance			\$ 353,915.55
Total of budgeted and unappropriated fund balance			\$ 356,232.30

**Revenues/Sources of Funds**

Acct Group	Group Title	Budgeted Est.	Transfers	Adj. Budget	Act to Date	Unrealized Under/(Over)
Recap	From Recap of Fund Balance	0.00	0.00	0.00	(2,316.75)	2,316.75
307/309/317	Bgtd wdrwl from cap rsv	0.00	0.00	0.00	0.00	0.00
310	Bgtd wdrwl from maint rsv	0.00	45,000.00	45,000.00	0.00	45,000.00
52xx	From Transfers	0.00	0.00	0.00	0.00	0.00
1xxx	From Local Sources	9,688,734.00	0.00	9,688,734.00	9,655,701.57	33,032.43
2xxx	From Intermediate Sources	0.00	0.00	0.00	0.00	0.00
3xxx	From State Sources	775,732.00	23,012.00	798,744.00	748,176.00	50,568.00
4xxx	From Federal Sources	0.00	0.00	0.00	0.00	0.00
5xxx	From Other Sources	0.00	0.00	0.00	0.00	0.00
<b>Grand Totals</b>		<b>10,464,466.00</b>	<b>68,012.00</b>	<b>10,532,478.00</b>	<b>10,401,560.82</b>	<b>130,917.18</b>

**Fund 11 (Current Expense Fund)**

Account Group	Group Title	Original Bgt	New App/Tmsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
Regular Programs - Classroom Instruction		2,058,761.00	(2,285.43)	2,056,475.57	1,400,568.33	655,907.24	0.00	0.00
Regular Programs-Home Instruction		5,000.00	(5,000.00)	0.00	0.00	0.00	0.00	0.00
Regular Programs-Undistrib Instruction		324,126.00	(14,546.10)	309,579.90	235,885.02	35,363.77	38,331.11	1,757.00
Special Education-Multiply Hdep		118,493.00	5,274.51	123,767.51	81,638.20	41,255.61	873.70	0.00
Special Education-Resource Room		323,412.00	76,180.72	399,592.72	277,232.10	122,259.62	101.00	0.00
Special Education-Prsc Hdep/Part Time		49,824.00	(0.18)	49,823.82	29,125.92	20,447.90	250.00	0.00
Curricular Activities-Instruction		91,285.00	(15,000.00)	76,285.00	22,570.00	53,115.00	600.00	0.00
Athletic Programs-Instruction		11,530.00	(5,000.00)	6,530.00	0.00	5,030.00	1,500.00	0.00
Extended School Year		39,132.00	(5,094.50)	34,037.50	34,037.50	0.00	0.00	0.00
Undistributed Expense-Instruction		2,771,287.00	34,469.46	2,805,756.46	1,515,587.87	1,286,375.33	3,793.26	311.02
Health Services		131,813.00	0.00	131,813.00	89,970.81	40,273.10	1,569.09	515.00
Other Support Svc-Related Svcs		89,803.00	35,974.53	125,777.53	75,670.70	46,406.83	3,700.00	0.00
Other Support Svc-Extra. Svcs		171,897.00	(77,934.65)	93,962.35	53,162.63	18,507.38	22,292.34	0.00
Other Support Svc-Students-Reg		99,575.00	0.00	99,575.00	69,734.04	29,066.96	774.00	0.00
Other Support Svc-Students-Spec		196,881.00	(19,772.43)	177,108.57	85,362.89	65,158.77	26,586.91	0.00
Impr of Inst-Other Sup-Instruc		9,800.00	(7,350.00)	2,450.00	1,300.00	0.00	1,150.00	0.00
Library and Educ Media		81,500.00	(351.20)	81,148.80	52,381.70	22,651.30	6,115.80	0.00
Inst. staff training svcs		7,500.00	351.20	7,851.20	6,900.80	0.00	950.40	0.00
Support svc-general admin		281,482.00	20,049.61	301,531.61	238,171.04	16,750.12	46,610.45	13,362.90
Support Svc-School Admin		307,152.00	21,721.33	328,873.33	245,225.23	68,952.56	14,695.54	0.00
Business and Other Support Svcs		183,237.00	(1,023.94)	182,213.06	127,632.50	35,797.56	18,783.00	0.00
Maintenance of Plant Services		182,352.00	(68,202.65)	114,149.35	87,661.35	26,391.34	96.66	2,633.27
Operation of Plant		509,453.00	142,497.81	651,950.81	512,754.87	126,706.01	12,489.93	5.74
Care & Upkeep of Grounds		65,079.00	7,779.61	72,858.61	52,600.83	19,162.00	1,095.78	0.00
Student Transportation Svcs		872,263.00	(47,244.13)	825,018.87	578,290.13	175,995.79	70,732.95	0.00
Employee Benefits		1,579,444.00	17,091.00	1,596,535.00	946,533.95	603,606.69	46,394.36	164,178.09
606	Increase in Maint Rsv	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Grand Totals for fund 11:		10,562,081.00	92,584.57	10,654,665.57	6,819,998.41	3,515,180.88	319,486.28	182,763.02

**Fund 12 (Capital Outlay Fund)**

Account Group	Group Title	Original Bgt	New App/Tmsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
604	Increase in Cap Rsv	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fund transfers		102,316.00	28,427.00	130,743.00	116,163.15	3,217.95	11,361.90	39,764.78
Grand Totals for fund 12:		102,316.00	28,427.00	130,743.00	116,163.15	3,217.95	11,361.90	39,764.78

**Fund 13 (Special Schools Fund)**

Account Group	Group Title	Original Bgt	New App/Tmsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
Grand Totals for fund 13:		0.00	0.00	0.00	0.00	0.00	0.00	0.00

**Fund 18 (Educational Jobs Fund)**

Account Group	Group Title	Original Bgt	New App/Tmsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
Grand Totals for fund 18:		0.00	0.00	0.00	0.00	0.00	0.00	0.00

Grand Totals for all Subfunds of Fund 10: 10,664,397.00 121,011.57 10,785,408.57 6,936,161.56 3,518,398.83 330,848.18 222,527.80

**Revenues Summary**

Acct Group	Group Title	Budgeted Est.	Transfers	Adj. Budget	Act to Date	Unrealized Under/(Over)
Recap	From Recap of Fund Balance	0.00	0.00	0.00	(2,316.75)	2,316.75
307/309/317	Bgtd wdrwl from cap rsv	0.00	0.00	0.00	0.00	0.00
310	Bgtd wdrwl from maint rsv	0.00	45,000.00	45,000.00	0.00	45,000.00
10-1210-000-000	Tax Levy	9,336,672.00	0.00	9,336,672.00	9,336,672.00	0.00
10-1300-000-000	TUITION	0.00	0.00	0.00	9,218.00	(9,218.00)
10-1310-000-000	Tuition From Individuals	20,750.00	0.00	20,750.00	75,115.30	(54,365.30)
10-1320-000-000	Tuition From LEA's	0.00	0.00	0.00	0.00	0.00
10-1330-000-000	Summer School Tuition	0.00	0.00	0.00	0.00	0.00
10-1420-000-000	Transportation fee other lea	225,944.00	0.00	225,944.00	223,140.00	2,804.00
10-1440-000-000	Trans Fees from Other Sources	0.00	0.00	0.00	0.00	0.00
10-1500-000-000	Miscellaneous Revenue	16,368.00	0.00	16,368.00	1,301.57	15,066.43
10-1510-000-000	Interest From Investments	5,000.00	0.00	5,000.00	225.23	4,774.77
10-1510-100-000	Unemployment Comp Interest Rev	0.00	0.00	0.00	0.00	0.00
10-1515-000-000	Interest Earned on Capital Res	1,000.00	0.00	1,000.00	0.00	1,000.00
10-1730-000-000	Stud. Org. Memb. Dues and Fees	0.00	0.00	0.00	(351.72)	351.72
10-1791-000-000	Other Activities - School	0.00	0.00	0.00	0.00	0.00
10-1910-000-000	Rentals	39,000.00	0.00	39,000.00	9,349.19	29,650.81
10-1920-000-000	Donations	0.00	0.00	0.00	0.00	0.00
10-1930-000-000	Sale of Assets	0.00	0.00	0.00	0.00	0.00
10-1950-000-000	Srvcs Provided to Other LEA's	44,000.00	0.00	44,000.00	0.00	44,000.00
10-1980-000-000	Refunds From Prior Year	0.00	0.00	0.00	1,032.00	(1,032.00)
10-1981-000-000	State Health Benefits Refund	0.00	0.00	0.00	0.00	0.00
10-1990-000-000	Miscell Rev from Local Sources	0.00	0.00	0.00	0.00	0.00
10-3121-000-000	Cat Transp Aid	277,862.00	0.00	277,862.00	277,862.00	0.00
10-3131-000-000	Extraordinary Aid	40,000.00	0.00	40,000.00	40,000.00	0.00
10-3132-000-000	Cat Spec Ed Aid	420,420.00	0.00	420,420.00	369,852.00	50,568.00
10-3177-000-000	Cat Security Aid	37,450.00	0.00	37,450.00	37,450.00	0.00
10-3178-000-000	Adjustment Aid	0.00	0.00	0.00	0.00	0.00
10-3190-000-000	Other State Aid	0.00	0.00	0.00	0.00	0.00
10-3256-000-000	St Reimb-Sec Our Chld Fut Bond	0.00	23,012.00	23,012.00	23,012.00	0.00
10-4410-000-000	Education Jobs Grant	0.00	0.00	0.00	0.00	0.00
<b>Grand Totals</b>		<b>10,464,466.00</b>	<b>68,012.00</b>	<b>10,532,478.00</b>	<b>10,401,560.82</b>	<b>130,917.18</b>

**Minimum Expense General Ledger Report**

Fund 11 (Current Expense Fund)

Expend. Account #	Account Title	Original Bgt	New App/Tmsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
11-110-100-101	PK/KDGN SAL	238,382.00	54,853.25	293,235.25	199,531.03	93,704.22	0.00	0.00
11-120-100-101	3-5 TCH SAL	1,206,168.00	(23,888.21)	1,182,279.79	804,673.70	377,606.09	0.00	0.00
11-130-100-101	6-8 TCH SALARY	614,211.00	(33,250.47)	580,960.53	396,363.60	184,596.93	0.00	0.00
Regular Programs - Classroom Instruction		2,058,761.00	(2,285.43)	2,056,475.57	1,400,568.33	655,907.24	0.00	0.00
11-150-100-101	HOME INSTR SAL	2,000.00	(2,000.00)	0.00	0.00	0.00	0.00	0.00
11-150-100-320	OOD Dist reg ed	3,000.00	(3,000.00)	0.00	0.00	0.00	0.00	0.00
Regular Programs-Home Instruction		5,000.00	(5,000.00)	0.00	0.00	0.00	0.00	0.00
11-190-100-104	Substitutes Salary	55,235.00	(16,515.00)	38,720.00	26,256.25	12,463.75	0.00	0.00
11-190-100-320	Pur Prof Educational Serv	42,000.00	(5,250.00)	36,750.00	36,750.00	0.00	0.00	0.00
11-190-100-340	PURCHASED TECH SERVICES	84,395.00	276.25	84,671.25	68,662.28	16,008.97	0.00	1,757.00
11-190-100-500	Other Purchased Services (400-500 Series)	47,496.00	0.00	47,496.00	6,184.43	4,311.57	37,000.00	0.00
11-190-100-610	GEN SUPPLIES	61,600.00	3,332.75	64,932.75	61,022.16	2,579.48	1,331.11	0.00
11-190-100-640	TEXTBOOKS	26,000.00	7,284.90	33,284.90	33,284.90	0.00	0.00	0.00
11-190-100-890	Other Objects	7,400.00	(3,675.00)	3,725.00	3,725.00	0.00	0.00	0.00
Regular Programs-Undistrib Instruction		324,126.00	(14,546.10)	309,579.90	235,885.02	35,363.77	38,331.11	1,757.00
11-212-100-101	MD TEACH SAL	113,093.00	(9,045.49)	104,047.51	70,711.90	33,335.61	0.00	0.00
11-212-100-106	MH Aide Salaries	0.00	18,720.00	18,720.00	10,800.00	7,920.00	0.00	0.00
11-212-100-300	Multiple Dis Prof Serv	4,400.00	(4,400.00)	0.00	0.00	0.00	0.00	0.00
11-212-100-610	MD GEN SUPPL	1,000.00	0.00	1,000.00	126.30	0.00	873.70	0.00
Special Education-Multiply Hdcp		118,493.00	5,274.51	123,767.51	81,638.20	41,255.61	873.70	0.00
11-213-100-101	RES CTR SAL	149,924.00	24,554.73	174,478.73	118,575.10	55,903.63	0.00	0.00
11-213-100-106	RES CTR AIDE SA	171,788.00	51,625.99	223,413.99	157,058.00	66,355.99	0.00	0.00
11-213-100-610	RES CTR SUPPL	1,700.00	0.00	1,700.00	1,599.00	0.00	101.00	0.00
Special Education-Resource Room		323,412.00	76,180.72	399,592.72	277,232.10	122,259.62	101.00	0.00
11-215-100-101	PSD TEACH SAL	26,616.00	(0.18)	26,615.82	18,088.42	8,527.40	0.00	0.00
11-215-100-106	PSD AIDE SAL	22,958.00	0.00	22,958.00	11,037.50	11,920.50	0.00	0.00
11-215-100-610	PSD GEN SUPPL	250.00	0.00	250.00	0.00	0.00	250.00	0.00
Special Education-Prsc Hdcp/Part Time		49,824.00	(0.18)	49,823.82	29,125.92	20,447.90	250.00	0.00
11-401-100-100	Salaries	90,685.00	(15,000.00)	75,685.00	22,570.00	53,115.00	0.00	0.00
11-401-100-600	CO-CURR SUPPLIE	500.00	0.00	500.00	0.00	0.00	500.00	0.00
11-401-100-800	CO-CURR OTHER	100.00	0.00	100.00	0.00	0.00	100.00	0.00
Curricular Activities-Instruction		91,285.00	(15,000.00)	76,285.00	22,570.00	53,115.00	600.00	0.00
11-402-100-100	Salaries	10,030.00	(5,000.00)	5,030.00	0.00	5,030.00	0.00	0.00
11-402-100-500	Purchased Services (300-500 Series)	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00	0.00
11-402-100-610	General Supplie	500.00	0.00	500.00	0.00	0.00	500.00	0.00
Athletic Programs-Instruction		11,530.00	(5,000.00)	6,530.00	0.00	5,030.00	1,500.00	0.00
11-422-100-100	ESY Salaries	39,132.00	(5,094.50)	34,037.50	34,037.50	0.00	0.00	0.00
Extended School Year		39,132.00	(5,094.50)	34,037.50	34,037.50	0.00	0.00	0.00
11-000-100-561	Tuit LEA NJ Reg	2,144,507.00	0.00	2,144,507.00	1,072,253.50	1,072,253.50	0.00	0.00
11-000-100-562	Tuit LEA Sp Ed	215,097.00	65,000.00	280,097.00	208,108.50	71,988.50	0.00	0.00
11-000-100-563	Voc. School Dist	25,500.00	21,220.00	46,720.00	31,911.40	11,070.60	3,738.00	0.00
11-000-100-564	Voc. School Dist Spec Ed	0.00	1,840.00	1,840.00	1,840.00	0.00	0.00	0.00
11-000-100-566	TUIT PRIV NJ	241,183.00	(39,590.54)	201,592.46	131,963.47	69,623.73	5.26	311.02
11-000-100-569	TUITION CHARTER SCHOOLS	145,000.00	(14,000.00)	131,000.00	69,511.00	61,439.00	50.00	0.00
Undistributed Expense-Instruction		2,771,287.00	34,469.46	2,805,756.46	1,515,587.87	1,286,375.33	3,793.26	311.02
11-000-213-100	Salaries	125,513.00	0.00	125,513.00	85,299.90	40,213.10	0.00	0.00
11-000-213-300	Purchased Prof. & Tech. Svcs	4,000.00	(1,069.59)	2,930.41	2,000.00	0.00	930.41	0.00
11-000-213-600	HLTH SUPPLIES	2,100.00	1,085.91	3,185.91	3,185.91	0.00	0.00	0.00
11-000-213-800	HLTH OTH OBJ	200.00	(16.32)	183.68	(515.00)	60.00	638.68	515.00
Health Services		131,813.00	0.00	131,813.00	89,970.81	40,273.10	1,569.09	515.00
11-000-216-100	Salaries	77,303.00	15,974.53	93,277.53	62,510.70	30,766.83	0.00	0.00
11-000-216-320	Purch Prof Speech Serv	12,000.00	20,000.00	32,000.00	13,160.00	15,640.00	3,200.00	0.00
11-000-216-600	SPEECH SUPPLIES	500.00	0.00	500.00	0.00	0.00	500.00	0.00
Other Support Svc-Related Svcs		89,803.00	35,974.53	125,777.53	75,670.70	46,406.83	3,700.00	0.00
11-000-217-106	PERSON AID	133,897.00	(77,934.65)	55,962.35	29,890.00	14,565.50	11,506.85	0.00
11-000-217-320	THERAPY SVS	38,000.00	0.00	38,000.00	23,272.63	3,941.88	10,785.49	0.00
Other Support Svc-Extra. Svcs		171,897.00	(77,934.65)	93,962.35	53,162.63	18,507.38	22,292.34	0.00

Fund 11 (Current Expense Fund)

Expend. Account #	Account Title	Original Bgt	New App/Tmsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
11-000-218-104	GUID SALARY	98,575.00	0.00	98,575.00	69,508.04	29,066.96	0.00	0.00
11-000-218-600	Supplies & Materials	1,000.00	0.00	1,000.00	226.00	0.00	774.00	0.00
Other Support Svc-Students-Reg		99,575.00	0.00	99,575.00	69,734.04	29,066.96	774.00	0.00
11-000-219-104	CST PROF SALARY	75,016.00	64.93	75,080.93	51,046.70	24,034.23	0.00	0.00
11-000-219-105	CST SECT SALARY	20,665.00	0.00	20,665.00	6,687.86	0.04	13,977.10	0.00
11-000-219-320	CST PROF SVS	98,000.00	(20,000.00)	78,000.00	26,461.13	40,814.50	10,724.37	0.00
11-000-219-600	CST SUPPLIES	3,000.00	162.64	3,162.64	1,092.20	310.00	1,760.44	0.00
11-000-219-890	Membership Dues Fees	200.00	0.00	200.00	75.00	0.00	125.00	0.00
Other Support Svc-Students-Spec		196,881.00	(19,772.43)	177,108.57	85,362.89	65,158.77	26,586.91	0.00
11-000-221-104	INSTR SUPP SAL	8,500.00	(7,350.00)	1,150.00	0.00	0.00	1,150.00	0.00
11-000-221-320	Curriculum Services	1,300.00	0.00	1,300.00	1,300.00	0.00	0.00	0.00
Impr of Inst-Other Sup-Instruc		9,800.00	(7,350.00)	2,450.00	1,300.00	0.00	1,150.00	0.00
11-000-222-100	Salaries	70,700.00	0.00	70,700.00	48,048.70	22,651.30	0.00	0.00
11-000-222-320	Library Purch Prof & Tech Svcs	10,500.00	(219.75)	10,280.25	4,333.00	0.00	5,947.25	0.00
11-000-222-600	LIB SUP/MAT	300.00	(131.45)	168.55	0.00	0.00	168.55	0.00
Library and Educ Media		81,500.00	(351.20)	81,148.80	52,381.70	22,651.30	6,115.80	0.00
11-000-223-500	Other Purchased Services (400-500 Series)	7,500.00	351.20	7,851.20	6,900.80	0.00	950.40	0.00
Inst. staff training svcs		7,500.00	351.20	7,851.20	6,900.80	0.00	950.40	0.00
11-000-230-100	Salaries	0.00	16,796.40	16,796.40	8,398.20	8,398.20	0.00	0.00
11-000-230-270	District Admin Health Benefits	4,550.00	425.71	4,975.71	4,975.71	0.00	0.00	0.00
11-000-230-320	Shared services CSA	111,232.00	(36,444.25)	74,787.75	59,841.30	0.00	14,946.45	0.00
11-000-230-331	ADM LEGAL SV	32,000.00	39,576.00	71,576.00	62,030.75	(11,461.50)	21,006.75	0.00
11-000-230-332	Audit Fees	18,000.00	200.00	18,200.00	18,200.00	0.00	0.00	0.00
11-000-230-339	ADM PROF SVS	22,600.00	1,171.00	23,771.00	17,632.00	1,047.00	5,092.00	0.00
11-000-230-530	Communications/Telephone	32,000.00	12,300.00	44,300.00	24,594.64	18,633.35	1,072.01	13,362.90
11-000-230-590	Other Purchased Services (400-500 Series)	32,100.00	(12,500.00)	19,600.00	18,180.57	0.00	1,419.43	0.00
11-000-230-610	GENERAL OFFICE SUPPLIES	4,000.00	0.00	4,000.00	2,958.72	83.07	958.21	0.00
11-000-230-890	ADM DUES,WKSHOP	25,000.00	(1,475.25)	23,524.75	21,359.15	50.00	2,115.60	0.00
Support svc-general admin		281,482.00	20,049.61	301,531.61	238,171.04	16,750.12	46,610.45	13,362.90
11-000-240-103	SCHOOL PRIN SAL	161,205.00	42,190.38	203,395.38	163,992.84	39,402.54	0.00	0.00
11-000-240-105	SCHOOL SECT SAL	116,062.00	(20,278.55)	95,783.45	66,233.43	29,550.02	0.00	0.00
11-000-240-270	School Admin Health Benefits	14,285.00	0.00	14,285.00	0.00	0.00	14,285.00	0.00
11-000-240-300	Purchased Professional & Tech Services	14,500.00	143.50	14,643.50	14,643.50	0.00	0.00	0.00
11-000-240-600	SCHOOL OFF SUPP	1,000.00	(334.00)	666.00	255.46	0.00	410.54	0.00
11-000-240-800	Other Objects	100.00	0.00	100.00	100.00	0.00	0.00	0.00
Support Svc-School Admin		307,152.00	21,721.33	328,873.33	245,225.23	68,952.56	14,695.54	0.00
11-000-251-100	Salaries	146,454.00	(2,263.98)	144,190.02	108,392.46	35,797.56	0.00	0.00
11-000-251-270	Business Admin Health Benefits	18,783.00	0.00	18,783.00	0.00	0.00	18,783.00	0.00
11-000-251-340	PURCHASED TECH SERVICES	18,000.00	293.65	18,293.65	18,293.65	0.00	0.00	0.00
11-000-251-592	Other Purchased Services (400-500 Series)	0.00	946.39	946.39	946.39	0.00	0.00	0.00
Business and Other Support Svcs		183,237.00	(1,023.94)	182,213.06	127,632.50	35,797.56	18,783.00	0.00
11-000-261-100	Salaries	112,302.00	(69,953.67)	42,348.33	31,094.88	11,253.45	0.00	0.00
11-000-261-420	MAINT SVS	60,000.00	2,943.20	62,943.20	50,075.14	12,868.06	0.00	0.00
11-000-261-610	MAINT SUPPL	10,000.00	(2,142.18)	7,857.82	5,491.33	2,269.83	96.66	2,633.27
11-000-261-800	Maintenance Prog	50.00	950.00	1,000.00	1,000.00	0.00	0.00	0.00
Maintenance of Plant Services		182,352.00	(68,202.65)	114,149.35	87,661.35	26,391.34	96.66	2,633.27
11-000-262-100	Salaries	193,453.00	18,332.04	211,785.04	156,974.02	54,502.51	308.51	0.00
11-000-262-300	Purch Prof SVS	28,000.00	14,000.00	42,000.00	37,367.15	2,708.40	1,924.45	0.00
11-000-262-420	PLNT CUST SVS	0.00	86,969.13	86,969.13	78,311.09	8,658.04	0.00	0.00
11-000-262-490	PLT WATER SVS	20,000.00	0.00	20,000.00	13,593.62	2,661.82	3,744.56	0.00
11-000-262-520	INSURANCES	37,000.00	2,971.64	39,971.64	39,971.64	0.00	0.00	0.00
11-000-262-610	PLNT SUPPLIES	50,000.00	11,593.77	61,593.77	56,356.61	5,237.16	0.00	5.74
11-000-262-621	Energy - Propane - Villa	6,000.00	0.00	6,000.00	2,831.47	168.53	3,000.00	0.00
11-000-262-622	Energy - Electric - Villa	98,000.00	0.00	98,000.00	60,847.97	37,152.03	0.00	0.00
11-000-262-624	Energy - Htg Fuel - Villa	76,000.00	0.00	76,000.00	60,382.48	15,617.52	0.00	0.00
11-000-262-800	PLNT OTHER	1,000.00	8,631.23	9,631.23	6,118.82	0.00	3,512.41	0.00
Operation of Plant		509,453.00	142,497.81	651,950.81	512,754.87	126,706.01	12,489.93	5.74
11-000-263-100	Grounds	50,079.00	7,779.61	57,858.61	42,300.00	15,558.61	0.00	0.00
11-000-263-300	Purchased Prof Svcs	12,000.00	0.00	12,000.00	8,428.80	2,696.30	874.90	0.00
11-000-263-600	Grounds supplies	3,000.00	0.00	3,000.00	1,872.03	907.09	220.88	0.00
Care & Upkeep of Grounds		65,079.00	7,779.61	72,858.61	52,600.83	19,162.00	1,095.78	0.00

Fund 11 (Current Expense Fund)

Expend. Account #	Account Title	Original Bgt	New App/Tmsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
11-000-270-105	Transportion Secretary	52,826.00	(1,540.00)	51,286.00	38,464.60	12,821.40	0.00	0.00
11-000-270-160	Sal Pupil Trans home to school	215,910.00	25,134.90	241,044.90	163,653.25	77,391.65	0.00	0.00
11-000-270-161	Sal Pupil Tran Spec Ed	50,688.00	(11,000.00)	39,688.00	22,062.04	17,488.19	137.77	0.00
11-000-270-162	Salary - Pupil Transportation	36,419.00	(23,594.90)	12,824.10	5,008.26	2,115.26	5,700.58	0.00
11-000-270-390	Communication Services	20,000.00	(7,150.13)	12,849.87	0.00	0.00	12,849.87	0.00
11-000-270-420	TRNS REP/MAINT	100,000.00	20,016.09	120,016.09	114,637.05	5,379.04	0.00	0.00
11-000-270-443	Lease Purchase Pymt	103,970.00	(18,225.76)	85,744.24	85,744.24	0.00	0.00	0.00
11-000-270-503	AILO for Non-Public Transp	50,000.00	2,987.00	52,987.00	21,500.00	23,166.00	8,321.00	0.00
11-000-270-511	TRNS CONT REG	3,750.00	0.00	3,750.00	2,520.00	0.00	1,230.00	0.00
11-000-270-514	Contract (spec ed) Vendors	11,000.00	0.00	11,000.00	0.00	0.00	11,000.00	0.00
11-000-270-515	TRNS SP ED JNT	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00	0.00
11-000-270-518	Contracted Services Sp Ed ESC/	140,000.00	(19,550.00)	120,450.00	77,550.53	28,599.47	14,300.00	0.00
11-000-270-593	Transp Insurance, Travel Exp.	25,000.00	0.00	25,000.00	21,148.47	93.70	3,757.83	0.00
11-000-270-600	TRNS SUP/MAT	58,500.00	(14,321.33)	44,178.67	24,411.69	8,566.08	11,200.90	0.00
11-000-270-890	Misc Expenses	3,200.00	0.00	3,200.00	1,590.00	375.00	1,235.00	0.00
<b>Student Transportation Svcs</b>		<b>872,263.00</b>	<b>(47,244.13)</b>	<b>825,018.87</b>	<b>578,290.13</b>	<b>175,995.79</b>	<b>70,732.95</b>	<b>0.00</b>
11-000-291-220	PERS FICA	130,000.00	0.00	130,000.00	85,889.92	44,110.08	0.00	0.00
11-000-291-232	TPAF ERIP CONT	10,000.00	0.00	10,000.00	0.00	9,901.00	99.00	0.00
11-000-291-241	PERS CONTR	135,000.00	0.00	135,000.00	0.00	132,822.00	2,178.00	0.00
11-000-291-249	DCRP Employer Contribution	5,000.00	0.00	5,000.00	2,548.92	2,451.08	0.00	0.00
11-000-291-260	WORKMENS COMPASA	65,000.00	0.00	65,000.00	48,779.94	15,422.46	797.60	0.00
11-000-291-270	EMPL HLTH BENEF	1,203,444.00	0.00	1,203,444.00	785,691.43	396,777.92	20,974.65	164,178.09
11-000-291-280	TUITION REIMB	20,000.00	0.00	20,000.00	5,755.70	2,122.15	12,122.15	0.00
11-000-291-290	Employee Benefits	1,000.00	0.00	1,000.00	777.04	0.00	222.96	0.00
11-000-291-299	Unused Sick Pmnt to Ret Staff	10,000.00	17,091.00	27,091.00	17,091.00	0.00	10,000.00	0.00
<b>Employee Benefits</b>		<b>1,579,444.00</b>	<b>17,091.00</b>	<b>1,596,535.00</b>	<b>946,533.95</b>	<b>603,606.69</b>	<b>46,394.36</b>	<b>164,178.09</b>
606	Increase in Maint Rsv	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Grand Totals for fund 11:</b>		<b>10,562,081.00</b>	<b>92,584.57</b>	<b>10,654,665.57</b>	<b>6,819,998.41</b>	<b>3,515,180.88</b>	<b>319,486.28</b>	<b>182,763.02</b>

Fund 12 (Capital Outlay Fund)

Expend. Account #	Account Title	Original Bgt	New App/Tmsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
604	Increase in Cap Rsv	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
12-001-604-000	Increase in Capital Reserve	950.00	0.00	950.00	0.00	0.00	950.00	0.00
12-000-400-710	FAC/PROP IMP	100,000.00	28,427.00	128,427.00	116,163.15	3,217.95	9,045.90	39,764.78
12-000-400-896	Assess Debt Srvc SDA Funding	1,366.00	0.00	1,366.00	0.00	0.00	1,366.00	0.00
<b>Fund transfers</b>		<b>102,316.00</b>	<b>28,427.00</b>	<b>130,743.00</b>	<b>116,163.15</b>	<b>3,217.95</b>	<b>11,361.90</b>	<b>39,764.78</b>
<b>Grand Totals for fund 12:</b>		<b>102,316.00</b>	<b>28,427.00</b>	<b>130,743.00</b>	<b>116,163.15</b>	<b>3,217.95</b>	<b>11,361.90</b>	<b>39,764.78</b>

Fund 13 (Special Schools Fund)

Expend. Account #	Account Title	Original Bgt	New App/Tmsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
<b>Grand Totals for fund 13:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Fund 18 (Educational Jobs Fund)

Expend. Account #	Account Title	Original Bgt	New App/Tmsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
<b>Grand Totals for fund 18:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Grand Totals for all Subfunds of Fund 10: 10,664,397.00 121,011.57 10,785,408.57 6,936,161.56 3,518,398.83 330,848.18 222,527.80

Pursuant to N.J.A.C. 6A:23A-16.10(c)3, I certify that as of the date of this report no budgetary line item account has encumbrances and expenditures which in total exceed the line item appropriation in violation of 6A:23A-16.10(a).

James Schlessinger, Business Administrator

Date

**Interim Balance Sheet**

**ASSETS AND RESOURCES**

ASSETS	
101 Cash in checking account	\$(54,459.66)
102-106 Other cash equivalents	\$ 0.00
Total cash	<u>\$(54,459.66)</u>
111 Investments	\$ 0.00
114 Investment interest receivable	\$ 0.00
121 Tax levy receivable	\$ 0.00
Accounts receivable	
132 Interfund	\$ 0.00
141 Intergovernmental - state	\$(80,046.00)
142 Intergovernmental - federal	\$ 207,690.45
143 Intergovernmental - other	\$ 0.00
153 Other Accounts Receivable	<u>\$ 10,855.57</u>
	\$ 138,500.02
Loans receivable	
131 Interfund	\$ 0.00
151 Other Loans Receivable	<u>\$ 0.00</u>
	\$ 0.00
199 Other current assets	\$ 0.00
RESOURCES	
301 Estimated revenues (from adjusted budget)	\$ 55,255.00
302 Less: revenues collected or accrued	<u>\$(237,255.00)</u>
	<u>\$(182,000.00)</u>
<b>TOTAL ASSETS AND RESOURCES</b>	<b><u>\$(97,959.64)</u></b>

**LIABILITIES AND FUND EQUITY**

LIABILITIES	
401 Interfund loans payable	\$ 0.00
402 Interfund accounts payable	\$ 306.12
411 Intergovernmental accounts payable - state	\$ 0.00
412 Intergovernmental accounts payable - federal	\$ 38.70
413 Intergovernmental accounts payable - other	\$ 0.00
421 Accounts payable	\$ 0.00
422 Judgments payable	\$ 0.00
430 Compensated absences payable	\$ 0.00
431 Contracts payable	\$ 0.00
451 Loans payable	\$ 0.00
481 Deferred revenues	\$ 0.00
499 Other current liabilities	\$ 28,871.97
Total liabilities	<u>\$ 29,216.79</u>

FUNDEQUITY

Appropriated:

753 Reserve for encumbrances - current year			\$ 45,992.50	
754 Reserve for encumbrances - prior year			\$(4,681.85)	
760 Other reserves			\$ 0.00	
771 Designated Fund Balance			\$ 0.00	
601 Appropriations		\$ 78,955.00		
602 Less: expenditures	\$ 182,431.50			
603 Less: encumbrances	\$ 41,310.65	\$(223,742.15)	\$(144,787.15)	
Appropriations less expenditures				\$(103,476.50)
Unappropriated:				
770 Fund Balance, July 1, 2020			\$(5,176.91)	
303 Less: budgeted fund balance			\$(23,700.00)	
Unappropriated fund balance				\$(28,876.91)
Total fund equity				\$(132,353.41)
TOTAL LIABILITIES AND FUND EQUITY				\$(103,136.62)

**Revenues/Sources of Funds**

Acct Group	Group Title	Budgeted Est.	Transfers	Adj. Budget	Act to Date	Unrealized Under/(Over)
Info Only	Revenue Req'd to Balance	0.00	23,700.00	23,700.00	(13,512.85)	37,212.85
52xx	From Transfers	0.00	0.00	0.00	0.00	0.00
1xxx	From Local Sources	0.00	0.00	0.00	0.00	0.00
2xxx	From Intermediate Sources	0.00	0.00	0.00	0.00	0.00
3xxx	From State Sources	0.00	0.00	0.00	0.00	0.00
4xxx	From Federal Sources	182,000.00	55,255.00	237,255.00	237,255.00	0.00
5xxx	From Other Sources	0.00	0.00	0.00	0.00	0.00
<b>Grand Totals</b>		<b>0.00</b>	<b>78,955.00</b>	<b>78,955.00</b>	<b>223,742.15</b>	<b>(144,787.15)</b>

**Fund 20 (Special Revenue Fund)**

Account Group	Group Title	Original Bgt	New App/Trnsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
Ungrouped Accounts		0.00	19,700.00	19,700.00	14,108.45	0.00	5,591.55	0.00
Ed Jobs Fund		4,500.00	3,800.00	8,300.00	0.00	0.00	8,300.00	0.00
CARES Act		0.00	25,001.00	25,001.00	25,001.00	0.00	0.00	0.00
CRF Grant		0.00	19,067.00	19,067.00	19,067.00	0.00	0.00	0.00
Title I		32,000.00	(1,099.00)	30,901.00	19,315.21	10,265.11	1,320.68	0.00
IDEA Part B		90,000.00	4,762.00	94,762.00	59,405.50	35,356.50	0.00	0.00
IDEA (Prog. 251)		5,000.00	486.00	5,486.00	4,689.00	797.00	0.00	0.00
Title II Part A		8,500.00	(1,173.00)	7,327.00	7,287.00	40.00	0.00	0.00
Title IV		10,000.00	4,149.98	14,149.98	6,251.25	29.02	7,869.71	0.00
R.E.A.P. GRANT		32,000.00	9,438.00	41,438.00	27,307.09	0.00	14,130.91	0.00
<b>Grand Totals for fund 20:</b>		<b>182,000.00</b>	<b>84,131.98</b>	<b>266,131.98</b>	<b>182,431.50</b>	<b>46,487.63</b>	<b>37,212.85</b>	<b>0.00</b>

**Revenues Summary**

Acct Group	Group Title	Budgeted Est.	Transfers	Adj. Budget	Act to Date	Unrealized Under/(Over)
Info Only	Revenue Req'd to Balance	0.00	23,700.00	23,700.00	(13,512.85)	37,212.85
20-1920-212-000	Rutherford Foundation	0.00	0.00	0.00	0.00	0.00
20-1920-403-000	Future fisherman foundation	0.00	0.00	0.00	0.00	0.00
20-1980-000-000	Refund of Prior Yr Expenditure	0.00	0.00	0.00	0.00	0.00
20-1990-000-000	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
20-2101-000-000	Garden Grant	0.00	0.00	0.00	0.00	0.00
20-2200-000-000	Rutherford/Stuyvesant Grant	0.00	0.00	0.00	0.00	0.00
20-4000-000-000	Rebel2	0.00	0.00	0.00	0.00	0.00
20-4300-000-000	Teaching American History	0.00	0.00	0.00	0.00	0.00
20-4411-231-000	Title I Part A	32,000.00	(2,086.00)	29,914.00	29,914.00	0.00
20-4412-232-000	Title II Part A	0.00	0.00	0.00	0.00	0.00
20-4413-232-000	Title I Part D	0.00	0.00	0.00	0.00	0.00
20-4415-260-000	Title VI	0.00	0.00	0.00	0.00	0.00
20-4417-260-000	Title VI	0.00	0.00	0.00	0.00	0.00
20-4421-250-000	IDEA Basic	90,000.00	4,762.00	94,762.00	94,762.00	0.00
20-4423-251-000	IDEA-Preschool	5,000.00	486.00	5,486.00	5,486.00	0.00
20-4430-000-000	Vocational Education	0.00	0.00	0.00	0.00	0.00
20-4440-000-000	Adult Basic Education	0.00	0.00	0.00	0.00	0.00
20-4451-270-000	Title II A Training	8,500.00	(1,213.00)	7,287.00	7,287.00	0.00
20-4452-271-000	Title II D Tech	0.00	0.00	0.00	0.00	0.00
20-4471-280-000	Title IV Part A	10,000.00	0.00	10,000.00	10,000.00	0.00
20-4495-290-000	Title V Innovative	0.00	0.00	0.00	0.00	0.00
20-4502-450-000	REAP	32,000.00	9,438.00	41,438.00	41,438.00	0.00
20-4503-450-000	Matrix	0.00	0.00	0.00	0.00	0.00
20-4511-450-000	Title 1A-ARRA	0.00	0.00	0.00	0.00	0.00
20-4514-455-000	IDEA Basic - ARRA	0.00	0.00	0.00	0.00	0.00
20-4515-458-000	IDEA Preschool - ARRA	0.00	0.00	0.00	0.00	0.00
20-4530-000-000	CARES Act	0.00	25,001.00	25,001.00	25,001.00	0.00
20-4532-000-000	CRF Grant	0.00	19,067.00	19,067.00	19,067.00	0.00
20-4700-000-000	Private Industry	0.00	0.00	0.00	0.00	0.00
20-4999-000-000	Other	4,500.00	(200.00)	4,300.00	4,300.00	0.00
<b>Grand Totals</b>		<b>0.00</b>	<b>78,955.00</b>	<b>78,955.00</b>	<b>223,742.15</b>	<b>(144,787.15)</b>

**Minimum Expense General Ledger Report**

Fund 20 (Special Revenue Fund)

Expend. Account #	Account Title	Original Bgt	New App/Tmsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
20-454-100-610	RH Steiveson Grant	0.00	19,700.00	19,700.00	14,108.45	0.00	5,591.55	0.00
Ungrouped Accounts		0.00	19,700.00	19,700.00	14,108.45	0.00	5,591.55	0.00
20-190-100-500	Safety Grant	4,500.00	3,800.00	8,300.00	0.00	0.00	8,300.00	0.00
Ed Jobs Fund		4,500.00	3,800.00	8,300.00	0.00	0.00	8,300.00	0.00
20-477-100-600	Instructional Supplies	0.00	25,001.00	25,001.00	25,001.00	0.00	0.00	0.00
CARES Act		0.00	25,001.00	25,001.00	25,001.00	0.00	0.00	0.00
20-479-100-600	Instructional Supplies	0.00	19,067.00	19,067.00	19,067.00	0.00	0.00	0.00
CRF Grant		0.00	19,067.00	19,067.00	19,067.00	0.00	0.00	0.00
20-231-100-100	Personal Services - Salaries	26,000.00	0.00	26,000.00	16,772.42	7,906.90	1,320.68	0.00
20-231-100-600	General Supplies	6,000.00	(1,099.00)	4,901.00	2,542.79	2,358.21	0.00	0.00
Title I		32,000.00	(1,099.00)	30,901.00	19,315.21	10,265.11	1,320.68	0.00
20-250-100-300	IDEA ED SVS	45,000.00	3,209.00	48,209.00	48,209.00	0.00	0.00	0.00
20-250-200-300	IDEA NON PUBLIC	45,000.00	1,553.00	46,553.00	11,196.50	35,356.50	0.00	0.00
IDEA Part B		90,000.00	4,762.00	94,762.00	59,405.50	35,356.50	0.00	0.00
20-251-100-300	IDEA PSH ED SVS	5,000.00	486.00	5,486.00	4,689.00	797.00	0.00	0.00
IDEA (Prog. 251)		5,000.00	486.00	5,486.00	4,689.00	797.00	0.00	0.00
20-270-100-600	General Supplies	0.00	40.00	40.00	0.00	40.00	0.00	0.00
20-270-200-300	Pur Prof Tec Serv	8,500.00	(1,213.00)	7,287.00	7,287.00	0.00	0.00	0.00
Title II Part A		8,500.00	(1,173.00)	7,327.00	7,287.00	40.00	0.00	0.00
20-280-100-600	Instructional Supplies	10,000.00	4,149.98	14,149.98	6,251.25	29.02	7,869.71	0.00
Title IV		10,000.00	4,149.98	14,149.98	6,251.25	29.02	7,869.71	0.00
20-451-100-100	PERS SERVICES	12,000.00	0.00	12,000.00	0.00	0.00	12,000.00	0.00
20-451-100-600	SUPP/MAT	20,000.00	(3,933.59)	16,066.41	13,935.50	0.00	2,130.91	0.00
20-451-200-600	OTHER SUP/MAT	0.00	13,371.59	13,371.59	13,371.59	0.00	0.00	0.00
R.E.A.P. GRANT		32,000.00	9,438.00	41,438.00	27,307.09	0.00	14,130.91	0.00
Grand Totals for fund 20:		182,000.00	84,131.98	266,131.98	182,431.50	46,487.63	37,212.85	0.00

Pursuant to N.J.A.C. 6A:23A-16.10(c)3, I certify that as of the date of this report no budgetary line item account has encumbrances and expenditures which in total exceed the line item appropriation in violation of 6A:23A-16.10(a).

James Schlessinger, Business Administrator

Date

**Interim Balance Sheet**

**ASSETS AND RESOURCES**

ASSETS		
101 Cash in checking account	\$(0.49)	
102-106 Other cash equivalents	\$ 0.00	
Total cash	\$ 0.00	\$(0.49)
111 Investments		\$ 0.00
114 Investment interest receivable		\$ 0.00
121 Tax levy receivable		\$ 0.00
Accounts receivable		
132 Interfund	\$ 0.00	
141 Intergovernmental - state	\$ 0.00	
142 Intergovernmental - federal	\$ 0.00	
143 Intergovernmental - other	\$ 0.00	
153 Other Accounts Receivable	\$ 0.00	
	\$ 0.00	\$ 0.00
Loans receivable		
131 Interfund	\$ 0.00	
151 Other Loans Receivable	\$ 0.00	
	\$ 0.00	\$ 0.00
199 Other current assets		\$ 0.00
RESOURCES		
301 Estimated revenues (from adjusted budget)	\$ 0.00	
302 Less: revenues collected or accrued	\$(769,600.00)	
	\$(769,600.00)	\$(769,600.00)
TOTAL ASSETS AND RESOURCES		\$(769,600.49)

**LIABILITIES AND FUND EQUITY**

LIABILITIES		
401 Interfund loans payable		\$ 0.00
402 Interfund accounts payable		\$ 0.00
411 Intergovernmental accounts payable - state		\$ 0.00
412 Intergovernmental accounts payable - federal		\$ 0.00
413 Intergovernmental accounts payable - other		\$ 0.00
421 Accounts payable		\$ 0.00
422 Judgments payable		\$ 0.00
430 Compensated absences payable		\$ 0.00
431 Contracts payable		\$ 0.00
451 Loans payable		\$ 0.00
481 Deferred revenues		\$ 0.00
499 Other current liabilities		\$ 0.00
Total liabilities		\$ 0.00

FUNDEQUITY

Appropriated:

753 Reserve for encumbrances - current year			\$ 0.00	
754 Reserve for encumbrances - prior year			\$ 0.00	
760 Other reserves			\$ 0.00	
771 Designated Fund Balance			\$ 0.00	
601 Appropriations		\$ 0.00		
602 Less: expenditures	\$ 769,600.00			
603 Less: encumbrances	\$ 0.00	\$(769,600.00)	\$(769,600.00)	
Appropriations less expenditures				\$(769,600.00)

Unappropriated:

770 Fund Balance, July 1, 2020			\$(0.49)	
303 Less: budgeted fund balance			\$ 0.00	
Unappropriated fund balance				\$(0.49)
Total fund equity				\$(769,600.49)

TOTAL LIABILITIES AND FUND EQUITY

\$(769,600.49)

RECAPITULATION OF FUND BALANCE - CURRENT YEAR ACTIVITY

	Budgeted	Actual	Variance
Appropriations	\$ 0.00	\$ 769,600.00	\$(769,600.00)
Less: Revenues	\$ 0.00	\$(769,600.00)	\$ 769,600.00
Subtotal	\$ 0.00	\$ 0.00	\$ 0.00
Less: adjustment to appropriations for Prior Year Encumbrances	\$ 0.00	\$ 0.00	\$ 0.00
Total current year budgeted fund balance	\$ 0.00	\$ 0.00	\$ 0.00
Add: Unappropriated fund balance			\$(0.49)
Total of budgeted and unappropriated fund balance			\$(0.49)

**Revenues/Sources of Funds**

Acct Group	Group Title	Budgeted Est.	Transfers	Adj. Budget	Act to Date	Unrealized Under/(Over)
Recap	From Recap of Fund Balance	0.00	0.00	0.00	0.00	0.00
52xx	From Transfers	0.00	0.00	0.00	0.00	0.00
1xxx	From Local Sources	706,637.00	0.00	706,637.00	706,637.00	0.00
2xxx	From Intermediate Sources	0.00	0.00	0.00	0.00	0.00
3xxx	From State Sources	62,963.00	0.00	62,963.00	62,963.00	0.00
4xxx	From Federal Sources	0.00	0.00	0.00	0.00	0.00
5xxx	From Other Sources	0.00	0.00	0.00	0.00	0.00
<b>Grand Totals</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>769,600.00</b>	<b>(769,600.00)</b>

**Fund 40 (Debt Service Fund)**

Account Group	Group Title	Original Bgt	New App/Trnsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
Debt service-regular		769,600.00	0.00	769,600.00	769,600.00	0.00	0.00	0.00
<b>Grand Totals for fund 40:</b>		<b>769,600.00</b>	<b>0.00</b>	<b>769,600.00</b>	<b>769,600.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Revenues Summary**

Acct Group	Group Title	Budgeted Est.	Transfers	Adj. Budget	Act to Date	Unrealized Under/(Over)
Recap	From Recap of Fund Balance	0.00	0.00	0.00	0.00	0.00
40-5200-000-000	TRANSFERS	0.00	0.00	0.00	0.00	0.00
40-1210-000-000	TAX LEVY D.S.	706,637.00	0.00	706,637.00	706,637.00	0.00
40-3160-000-000	Debt Service Aid II	62,963.00	0.00	62,963.00	62,963.00	0.00
<b>Grand Totals</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>769,600.00</b>	<b>(769,600.00)</b>

**Minimum Expense General Ledger Report**

**Fund 40 (Debt Service Fund)**

Expend. Account #	Account Title	Original Bgt	New App/Trnsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
40-701-510-834	BOND INTEREST	309,600.00	0.00	309,600.00	309,600.00	0.00	0.00	0.00
40-701-510-910	BOND PRINC	460,000.00	0.00	460,000.00	460,000.00	0.00	0.00	0.00
Debt service-regular		769,600.00	0.00	769,600.00	769,600.00	0.00	0.00	0.00
<b>Grand Totals for fund 40:</b>		<b>769,600.00</b>	<b>0.00</b>	<b>769,600.00</b>	<b>769,600.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Pursuant to N.J.A.C. 6A:23A-16.10(c)3, I certify that as of the date of this report no budgetary line item account has encumbrances and expenditures which in total exceed the line item appropriation in violation of 6A:23A-16.10(a).

James Schlessinger, Business Administrator

Date

**Interim Balance Sheet**

**ASSETS AND RESOURCES**

ASSETS		
101 Cash in checking account	\$(265,000.91)	
102-106 Other cash equivalents	\$ 0.00	
Total cash	\$ 0.00	\$(265,000.91)
111 Investments		\$ 0.00
114 Investment interest receivable		\$ 0.00
121 Tax levy receivable		\$ 0.00
Accounts receivable		
132 Interfund	\$ 0.00	
141 Intergovernmental - state	\$ 0.00	
142 Intergovernmental - federal	\$ 0.00	
143 Intergovernmental - other	\$ 25,248.25	
153 Other Accounts Receivable	\$ 2,600.00	
	\$ 27,848.25	
Loans receivable		
131 Interfund	\$ 0.00	
151 Other Loans Receivable	\$ 0.00	
	\$ 0.00	
199 Other current assets		\$ 0.00
RESOURCES		
301 Estimated revenues (from adjusted budget)	\$ 0.00	
302 Less: revenues collected or accrued	\$(19,729.25)	
	\$(19,729.25)	
TOTAL ASSETS AND RESOURCES		\$(256,881.91)

**LIABILITIES AND FUND EQUITY**

LIABILITIES		
401 Interfund loans payable		\$ 0.00
402 Interfund accounts payable		\$ 0.00
411 Intergovernmental accounts payable - state		\$ 0.00
412 Intergovernmental accounts payable - federal		\$ 0.00
413 Intergovernmental accounts payable - other		\$ 0.00
421 Accounts payable		\$ 350.00
422 Judgments payable		\$ 0.00
430 Compensated absences payable		\$ 0.00
431 Contracts payable		\$ 0.00
451 Loans payable		\$ 0.00
481 Deferred revenues		\$ 8,540.00
499 Other current liabilities		\$ 0.00
Total liabilities		\$ 8,890.00

FUNDEQUITY

Appropriated:

753 Reserve for encumbrances - current year			\$ 37,516.82	
754 Reserve for encumbrances - prior year			\$(786.00)	
760 Other reserves			\$ 0.00	
771 Designated Fund Balance			\$ 0.00	
601 Appropriations		\$ 0.00		
602 Less: expenditures	\$ 47,978.04			
603 Less: encumbrances	\$ 36,730.82	\$(84,708.86)	\$(84,708.86)	
Appropriations less expenditures				\$(47,978.04)

Unappropriated:

770 Fund Balance, July 1, 2020			\$(220,079.87)	
303 Less: budgeted fund balance			\$ 0.00	
Unappropriated fund balance				\$(220,079.87)
Total fund equity				\$(268,057.91)

TOTAL LIABILITIES AND FUND EQUITY

\$(259,167.91)

RECAPITULATION OF FUND BALANCE - CURRENT YEAR ACTIVITY

	Budgeted	Actual	Variance
Appropriations	\$ 0.00	\$ 84,708.86	\$(84,708.86)
Less: Revenues	\$ 0.00	\$(19,729.25)	\$ 19,729.25
Subtotal	\$ 0.00	\$ 64,979.61	\$(64,979.61)
Less: adjustment to appropriations for Prior Year Encumbrances	\$ 0.00	\$ 0.00	\$ 0.00
Total current year budgeted fund balance	\$ 0.00	\$ 64,979.61	\$(64,979.61)
Add: Unappropriated fund balance			\$(220,079.87)
Total of budgeted and unappropriated fund balance			<u>\$(285,059.48)</u>

**Revenues/Sources of Funds**

Acct Group	Group Title	Budgeted Est.	Transfers	Adj. Budget	Act to Date	Unrealized Under/(Over)
Recap	From Recap of Fund Balance	0.00	0.00	0.00	64,979.61	(64,979.61)
52xx	From Transfers	0.00	0.00	0.00	0.00	0.00
1xxx	From Local Sources	0.00	0.00	0.00	19,729.25	(19,729.25)
2xxx	From Intermediate Sources	0.00	0.00	0.00	0.00	0.00
3xxx	From State Sources	0.00	0.00	0.00	0.00	0.00
4xxx	From Federal Sources	0.00	0.00	0.00	0.00	0.00
5xxx	From Other Sources	0.00	0.00	0.00	0.00	0.00
<b>Grand Totals</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>84,708.86</b>	<b>(84,708.86)</b>

**Fund 60 (Rutherford Hall Budget)**

Account Group	Group Title	Original Bgt	New App/Trnsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
Salaries		0.00	0.00	0.00	40,871.35	31,845.63	(72,716.98)	0.00
Administrative Costs		0.00	786.00	786.00	2,786.20	0.00	(2,000.20)	0.00
Purchased Services		0.00	0.00	0.00	200.00	0.00	(200.00)	0.00
Supplies		0.00	0.00	0.00	1,071.22	0.00	(1,071.22)	0.00
Other Expenses		0.00	0.00	0.00	3,049.27	5,671.19	(8,720.46)	0.00
<b>Grand Totals for fund 60:</b>		<b>0.00</b>	<b>786.00</b>	<b>786.00</b>	<b>47,978.04</b>	<b>37,516.82</b>	<b>(84,708.86)</b>	<b>0.00</b>

**Revenues Summary**

Acct Group	Group Title	Budgeted Est.	Transfers	Adj. Budget	Act to Date	Unrealized Under/(Over)
Recap	From Recap of Fund Balance	0.00	0.00	0.00	64,979.61	(64,979.61)
60-1500-000-000	Miscellaneous Revenue	0.00	0.00	0.00	9,192.50	(9,192.50)
60-1510-000-000	Rutherford Hall Interest Rev.	0.00	0.00	0.00	0.00	0.00
60-1630-000-000	Grant Food & Beverage Sales	0.00	0.00	0.00	0.00	0.00
60-1631-000-000	School Food & Beverage Sales	0.00	0.00	0.00	0.00	0.00
60-1632-000-000	Gift Shop Sales	0.00	0.00	0.00	0.00	0.00
60-1633-000-000	Sturm Art Sales	0.00	0.00	0.00	0.00	0.00
60-1710-101-000	Admis - Grant Funct. Lectures	0.00	0.00	0.00	90.00	(90.00)
60-1710-102-000	Admis Grant Funct.-Museum	0.00	0.00	0.00	71.00	(71.00)
60-1710-103-000	Admis-Grant Funct.-Concerts	0.00	0.00	0.00	0.00	0.00
60-1710-103-101	Jazz Concert Admissions	0.00	0.00	0.00	0.00	0.00
60-1710-103-102	Comedy Shows	0.00	0.00	0.00	(465.00)	465.00
60-1710-104-000	Admis-Grant Funct.-Tours	0.00	0.00	0.00	0.00	0.00
60-1710-106-000	Admis-Grant Funds-Theater Grou	0.00	0.00	0.00	0.00	0.00
60-1710-107-000	High Tea	0.00	0.00	0.00	0.00	0.00
60-1710-108-000	Downton Abbey Luncheons	0.00	0.00	0.00	0.00	0.00
60-1710-109-000	YOGA	0.00	0.00	0.00	0.00	0.00
60-1710-110-000	Tap Dancing	0.00	0.00	0.00	0.00	0.00
60-1710-201-000	Summer Art Camp	0.00	0.00	0.00	0.00	0.00
60-1710-202-000	Hunger Games Summer Camp	0.00	0.00	0.00	0.00	0.00
60-1710-202-101	Jedi/Star Wars Summer Camp	0.00	0.00	0.00	0.00	0.00
60-1710-203-000	Harry Potter Summer Camp #1	0.00	0.00	0.00	(386.50)	386.50
60-1710-203-100	Harry Potter Summer Camp #1	0.00	0.00	0.00	0.00	0.00
60-1710-203-101	Harry Potter Summer Camp #2	0.00	0.00	0.00	0.00	0.00
60-1710-203-102	Camp Half-Blood Themed Camp	0.00	0.00	0.00	0.00	0.00
60-1710-204-000	Rent a Plot at RH	0.00	0.00	0.00	0.00	0.00
60-1710-205-000	French Immersion Camp	0.00	0.00	0.00	0.00	0.00
60-1710-206-000	Spanish Immersion Camp	0.00	0.00	0.00	0.00	0.00
60-1710-207-000	Learning in the Landscape	0.00	0.00	0.00	0.00	0.00
60-1710-208-000	Art Camp: Landscape & Art	0.00	0.00	0.00	0.00	0.00
60-1710-208-100	Art Camp - School Year	0.00	0.00	0.00	1,528.00	(1,528.00)
60-1710-209-000	Sailing Camp	0.00	0.00	0.00	0.00	0.00
60-1710-210-000	Living In the Great Depression	0.00	0.00	0.00	0.00	0.00
60-1710-211-000	Classic Sports & Games	0.00	0.00	0.00	0.00	0.00
60-1710-212-000	Pint Sized & Published	0.00	0.00	0.00	0.00	0.00
60-1710-213-000	Geo Caching Camp	0.00	0.00	0.00	0.00	0.00
60-1710-213-001	Outdoor Camp - Survival	0.00	0.00	0.00	140.00	(140.00)
60-1710-213-002	Outdoor Camp - Boating	0.00	0.00	0.00	0.00	0.00
60-1710-214-000	Mommy & Me	0.00	0.00	0.00	0.00	0.00
60-1710-215-100	STEAM Camp	0.00	0.00	0.00	0.00	0.00
60-1710-216-000	Preschool Mini Camp	0.00	0.00	0.00	0.00	0.00
60-1711-000-000	Admissions - School Functions	0.00	0.00	0.00	0.00	0.00
60-1715-000-000	Luau Fund Raiser	0.00	0.00	0.00	0.00	0.00
60-1750-100-000	Bridal Show Revenues	0.00	0.00	0.00	0.00	0.00
60-1750-100-100	Bridal Show Revenues	0.00	0.00	0.00	0.00	0.00
60-1780-000-000	Public Programming	0.00	0.00	0.00	0.00	0.00
60-1780-100-000	Girl Scout Programs	0.00	0.00	0.00	0.00	0.00
60-1790-000-000	Other activities - Grant	0.00	0.00	0.00	0.00	0.00
60-1791-000-000	Other Activities - School	0.00	0.00	0.00	0.00	0.00
60-1910-000-000	Rutherford Hall Rentals	0.00	0.00	0.00	9,131.25	(9,131.25)
60-1910-000-105	Allamuchy Country Fair	0.00	0.00	0.00	0.00	0.00
60-1910-100-000	Warren Cty First Night	0.00	0.00	0.00	0.00	0.00
60-1910-100-100	Warren Cty First Night Parking	0.00	0.00	0.00	0.00	0.00
60-1910-101-000	Ruth Hall Fireworks Rm Rentals	0.00	0.00	0.00	0.00	0.00
60-1911-000-000	School - Mt. Villa Rentals	0.00	0.00	0.00	0.00	0.00

60-1920-000-000	Private Contribs & Donations	0.00	0.00	0.00	0.00	0.00	0.00
60-1920-000-100	Adopt a Chair Donations	0.00	0.00	0.00	0.00	0.00	0.00
60-1920-100-000	Donations for Fireworks	0.00	0.00	0.00	0.00	0.00	0.00
60-1920-102-000	Fireworks Parking Fees	0.00	0.00	0.00	0.00	0.00	0.00
60-1920-103-000	Fireworks Vendor Fees	0.00	0.00	0.00	0.00	0.00	0.00
60-1920-104-000	Fireworks Bus/Entry Fee	0.00	0.00	0.00	0.00	0.00	0.00
60-1921-000-000	Public Contribs & Donations	0.00	0.00	0.00	0.00	425.00	(425.00)
60-1921-100-000	Earmarked Donations	0.00	0.00	0.00	0.00	0.00	0.00
60-1921-100-101	Donations E.M Under Priv Camp	0.00	0.00	0.00	0.00	0.00	0.00
60-1922-000-000	NJ Historical TRUST Grant	0.00	0.00	0.00	0.00	0.00	0.00
60-1922-100-000	NJ Historical COMM Grant	0.00	0.00	0.00	0.00	0.00	0.00
60-1922-100-100	NJ Historical COMM Grant	0.00	0.00	0.00	0.00	0.00	0.00
60-1980-000-000	Refund of Prior Yr Expenditure	0.00	0.00	0.00	0.00	0.00	0.00
60-1990-000-000	Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00	0.00
60-1990-100-000	TIX Service Fees	0.00	0.00	0.00	0.00	3.00	(3.00)
<b>Grand Totals</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>84,708.86</b>	<b>(84,708.86)</b>

**Minimum Expense General Ledger Report**

Fund 60 (Rutherford Hall Budget)

Expend. Account #	Account Title	Original Bgt	New App/Trnsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
60-990-320-181	Salaries - Operations Manager	0.00	0.00	0.00	16,236.98	0.00	(16,236.98)	0.00
60-990-320-182	Salaries - Office & Clerical	0.00	0.00	0.00	18,154.37	31,845.63	(50,000.00)	0.00
60-990-320-184	Salaries - Summer Camp	0.00	0.00	0.00	6,480.00	0.00	(6,480.00)	0.00
<b>Salaries</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>40,871.35</b>	<b>31,845.63</b>	<b>(72,716.98)</b>	<b>0.00</b>
60-990-320-335	Haunted Hall Costs	0.00	786.00	786.00	0.00	0.00	786.00	0.00
60-990-320-339	Other Prof Services	0.00	0.00	0.00	1,891.20	0.00	(1,891.20)	0.00
60-990-320-340	Purchased Technical Services	0.00	0.00	0.00	895.00	0.00	(895.00)	0.00
<b>Administrative Costs</b>		<b>0.00</b>	<b>786.00</b>	<b>786.00</b>	<b>2,786.20</b>	<b>0.00</b>	<b>(2,000.20)</b>	<b>0.00</b>
60-990-320-420	Cleaning & Repair Services	0.00	0.00	0.00	150.00	0.00	(150.00)	0.00
60-990-320-450	Construction Services	0.00	0.00	0.00	50.00	0.00	(50.00)	0.00
<b>Purchased Services</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>200.00</b>	<b>0.00</b>	<b>(200.00)</b>	<b>0.00</b>
60-990-320-610	General Supplies	0.00	0.00	0.00	1,071.22	0.00	(1,071.22)	0.00
<b>Supplies</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,071.22</b>	<b>0.00</b>	<b>(1,071.22)</b>	<b>0.00</b>
60-990-320-890	Miscellaneous Expense	0.00	0.00	0.00	63.35	186.65	(250.00)	0.00
60-990-320-891	Transfirst Cr Cd Chgs-Grant	0.00	0.00	0.00	2,314.68	1,115.28	(3,429.96)	0.00
60-990-320-892	Tix,Inc. Ticket Cgs - Grant	0.00	0.00	0.00	671.24	4,369.26	(5,040.50)	0.00
<b>Other Expenses</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,049.27</b>	<b>5,671.19</b>	<b>(8,720.46)</b>	<b>0.00</b>
<b>Grand Totals for fund 60:</b>		<b>0.00</b>	<b>786.00</b>	<b>786.00</b>	<b>47,978.04</b>	<b>37,516.82</b>	<b>(84,708.86)</b>	<b>0.00</b>

Pursuant to N.J.A.C. 6A:23A-16.10(c)3, I certify that as of the date of this report no budgetary line item account has encumbrances and expenditures which in total exceed the line item appropriation in violation of 6A:23A-16.10(a).

James Schlessinger, Business Administrator

Date

<u>Check#</u>	<u>Date</u>	<u>Vendor (Payee)/Check Line Comments</u>	<u>Amount</u>	<u>PO or Bal Sht</u>	<u>Exp. Acct. or Balance Sheet Title</u>
31787	11/18/20	Amazon Capital Services			
				Check voided on 3/18/2021	
		Classroom supplies	(12.97)	P202100225	11-190-100-610-000-000
		Classroom supplies	(39.96)	P202100225	11-190-100-610-000-000
		Classroom supplies	(23.48)	P202100225	11-190-100-610-000-000
		Classroom supplies	(29.98)	P202100225	11-190-100-610-000-000
		Classroom supplies 1G6D-HFRG-HD9J	(179.98)	P202100225	11-190-100-610-000-000
		Classroom supplies	(34.30)	P202100225	11-190-100-610-000-000
		Classroom supplies	(83.92)	P202100225	11-190-100-610-000-000
		Classroom supplies	(45.92)	P202100225	11-190-100-610-000-000
		Total Check Amount:	(450.51)		
32035	2/4/21	Super Heat Inc.			
				Check voided on 3/4/2021	
		hot water pump	(51.00)	P202100295	11-000-262-420-000-000
		boiler heating repairs	(720.40)	P202100336	11-000-262-420-000-000
		Total Check Amount:	(771.40)		
N0227	3/1/21	WEX Bank			
		Fuel for Buses	2,750.67	P202100313	11-000-270-600-000-000
N1233	3/1/21	Heartland Payment Systems			
		CC processing fees	50.00	P202100202	60-990-320-892-200-000
32071	3/4/21	Super Heat Inc.			
		Heating and plumbing services	720.40	P202100424	11-000-262-420-000-000
		Heating and plumbing services	51.00	P202100424	11-000-262-420-000-000
		Heating and plumbing services	4,862.28	P202100424	11-000-262-420-000-000
		Heating and plumbing services	3,850.17	P202100424	11-000-262-420-000-000
		Heating and plumbing services	1,167.79	P202100424	11-000-262-420-000-000
		Heating and plumbing services	3,163.84	P202100424	11-000-262-420-000-000
		Heating and plumbing services	(612.77)	P202100424	11-000-262-420-000-000
		Heating and plumbing services	459.00	P202100424	11-000-262-420-000-000
		Total Check Amount:	13,661.71		
32078	3/4/21	Integrated Therapeutics Group, LLC			
		2020-21 tuition	9,900.00	P202100195	11-000-100-562-000-000
		2020-21 tuition	7,560.00	P202100195	11-000-100-562-000-000
		Total Check Amount:	17,460.00		
32107	3/5/21	United Site Services			
		waste pickup at ATS MVS	790.79	P202100068	11-000-261-420-001-000
32112	3/5/21	JW Pepper & Son, Inc.			
		Music 4 bundles for choir	185.98	P202100393	11-190-100-610-000-000
N0228	3/5/21	WEX Bank			
		Fuel for Buses	1,749.54	P202100313	11-000-270-600-000-000
N1231	3/5/21	NJ HEALTH BEN FUND			
		Retiree health benefits	341.70	P202100018	11-000-291-270-000-000
N1234	3/5/21	First Data Global Leasing - Transfirst			
		CC on-site scanner rental (34.98/mo + 10.20 ann'l)	34.98	P202100205	60-990-320-891-100-000

<u>Check#</u>	<u>Date</u>	<u>Vendor (Payee)/Check Line Comments</u>	<u>Amount</u>	<u>PO or Bal Sht</u>	<u>Exp. Acct. or Balance Sheet Title</u>
N1235	3/5/21	Transfirst CC processing fees	147.50	P202100204	60-990-320-891-100-000
32114	3/9/21	Broadstep Academy New Jersey, Inc. Tuition One to One Aide Tuition - YS	7,385.68 1,900.00 1,729.52	P202100069 P202100069 P202100069	11-000-100-566-000-000 11-000-100-566-000-000 20-250-100-300-000-000
Total Check Amount:			11,015.20		
32115	3/9/21	RK Environmental Methanol Spill Methanol Spill	37,393.78 1,882.50	P202100428 P202100428	12-000-400-710-000-000 12-000-400-710-000-000
Total Check Amount:			39,276.28		
32116	3/9/21	Allied Oil Company Heatling oil	8,878.65	P202100021	11-000-262-624-000-001
32117	3/9/21	Cintas Custodial Supplies maintenance supplies	1,749.25 2,146.18	P202100394 P202100398	11-000-262-610-000-000 11-000-262-610-000-000
Total Check Amount:			3,895.43		
32118	3/9/21	Hunterdon Preparatory Center OOD Tuition	4,040.25	P202100029	20-250-100-300-000-000
32119	3/9/21	Integrated Therapeutics Group, LLC 2020-21 tuition	17,460.00	P202100195	11-000-100-562-000-000
32120	3/9/21	NJPSA NJPSA ID 45091	845.00	P202100426	11-000-230-890-000-000
32121	3/9/21	SUBURBAN PROPANE green house & treatment plant	201.27	P202100182	11-000-262-621-000-001
32122	3/9/21	VIKING TERMITE & PEST Pest control Pest control Pest control	54.51 244.20 267.34	P202100045 P202100045 P202100045	11-000-261-420-001-000 11-000-261-420-001-000 11-000-261-420-001-000
Total Check Amount:			566.05		
32123	3/9/21	Warren County Technical School 5 FTE x \$5100 (est)	4,645.20	P202100211	11-000-100-563-000-000
32124	3/9/21	WARREN CO SPEC SVCS SC D Music Therapy	927.50	P202100345	20-250-200-300-000-000
32125	3/9/21	WARREN CO SPEC SVCS SC D Transp Services Spec Ed	8,899.45	P202100233	11-000-270-518-000-000
32126	3/9/21	Yudichak, Kenneth Wastewater Treatment Plant Serv	700.00	P202100082	11-000-262-300-000-000

<u>Check#</u>	<u>Date</u>	<u>Vendor (Payee)/Check Line Comments</u>	<u>Amount</u>	<u>PO or Bal Sht</u>	<u>Exp. Acct. or Balance Sheet Title</u>
32127	3/9/21	Zonar Systems			
		bus radio services	336.00	P202100126	11-000-270-600-000-000
		bus radio services	336.00	P202100126	11-000-270-600-000-000
		Total Check Amount:	672.00		
32128	3/10/21	Super Heat Inc.			
		Heating and plumbing services	2,952.30	P202100424	11-000-262-420-000-000
32129	3/10/21	Busch Law Group, LLC			
		Legal Services	7,904.00	P202100387	11-000-230-331-000-000
		Legal Services	4,976.00	P202100387	11-000-230-331-000-000
		Total Check Amount:	12,880.00		
32130	3/10/21	Cintas	**VOIDED**	Check voided on 3/11/2021	
32131	3/10/21	Hoover Truck Centers	**VOIDED**	Check voided on 3/11/2021	
32132	3/10/21	Eurofins	**VOIDED**	Check voided on 3/11/2021	
32133	3/10/21	Brookaire Company	**VOIDED**	Check voided on 3/11/2021	
32134	3/10/21	Methfessel & Werbel, Esqs.	**VOIDED**	Check voided on 3/11/2021	
32135	3/10/21	Amazon Capital Services	**VOIDED**	Check voided on 3/11/2021	
32136	3/10/21	QUILL CORPORATION	**VOIDED**	Check voided on 3/11/2021	
32137	3/10/21	Warren County Association of School Administrators	**VOIDED**	Check voided on 3/11/2021	
32138	3/10/21	Super Heat Inc.	**VOIDED**	Check voided on 3/11/2021	
32139	3/10/21	JDM Group	**VOIDED**	Check voided on 3/11/2021	
32140	3/10/21	Orton Gillingham Online Academy	**VOIDED**	Check voided on 3/11/2021	
32141	3/10/21	Hibrett Puratex	**VOIDED**	Check voided on 3/11/2021	
32142	3/10/21	Advance Auto Parts	**VOIDED**	Check voided on 3/11/2021	
32143	3/10/21	BER	**VOIDED**	Check voided on 3/11/2021	
32144	3/10/21	Cablevision Lightpath Inc.	**VOIDED**	Check voided on 3/11/2021	
32145	3/10/21	Eclectic Architecture LLC	**VOIDED**	Check voided on 3/11/2021	
32146	3/11/21	R&L DataCenters, Inc.	**VOIDED**	Check voided on 3/11/2021	
32147	3/11/21	Cintas	**VOIDED**	Check voided on 3/17/2021	

<u>Check#</u>	<u>Date</u>	<u>Vendor (Payee)/Check Line Comments</u>	<u>Amount</u>	<u>PO or Bal Sht</u>	<u>Exp. Acct. or Balance Sheet Title</u>
32148	3/11/21	Hoover Truck Centers			
		Bus and van repairs and service	375.85	P202100016	11-000-270-420-000-000
		Bus and van repairs and service	434.09	P202100016	11-000-270-420-000-000
		Total Check Amount:	809.94		
32149	3/11/21	Eurofins			
		Monitoring well.Ground Waters	151.35	P202100404	11-000-262-300-000-000
32150	3/11/21	Brookaire Company			
		filters	1,621.08	P202100440	11-000-262-610-000-000
32151	3/11/21	Methfessel & Werbel, Esqs.			
		Area of Law: NJ Defense	3,581.50	P202100441	11-000-230-331-000-000
32152	3/11/21	Amazon Capital Services			
		class supplies	58.95	P202100075	11-190-100-610-000-000
		class supplies	58.89	P202100075	11-190-100-610-000-000
		class supplies	20.98	P202100075	11-190-100-610-000-000
		Maintenance supplies	423.69	P202100227	11-000-261-610-000-000
		Maintenance supplies	99.98	P202100227	11-000-261-610-000-000
		Total Check Amount:	662.49		
32153	3/11/21	QUILL CORPORATION			
		toner	71.98	P202100420	11-000-240-600-000-000
32154	3/11/21	Warren County Association of School Administrators			
		Association dues for BA's	200.00	P202100436	11-000-230-890-000-000
32155	3/11/21	Super Heat Inc.	**VOIDED**	Check voided on 3/18/2021	
32156	3/11/21	JDM Group			
		Comprehensive Gateway Security & 24/7 support	3,344.00	P202100435	11-190-100-340-000-000
		Backup Care Support & Upgrade Lic 2yr	366.00	P202100435	11-190-100-340-000-000
		Total Check Amount:	3,710.00		
32157	3/11/21	Orton Gillingham Online Academy			
		3 staff members @ \$595 ea	1,785.00	P202100416	11-000-223-500-000-000
32158	3/11/21	Hibrett Puratex			
		methanol for treatment plant	405.00	P202100443	11-000-261-610-000-000
32159	3/11/21	Advance Auto Parts			
		Bus/Maintenance supplies	34.94	P202100066	11-000-270-600-000-000
		Bus/Maintenance supplies	24.68	P202100066	11-000-270-600-000-000
		Total Check Amount:	59.62		
32160	3/11/21	BER			
		YOUNG ADULT LITERATURE - Ricci Patterson	558.00	P202100418	11-000-223-500-000-000
32161	3/11/21	Cablevision Lightpath Inc.			
		internet provider	3,145.35	P202100129	11-000-230-530-000-000

<u>Check#</u>	<u>Date</u>	<u>Vendor (Payee)/Check Line Comments</u>	<u>Amount</u>	<u>PO or Bal Sht</u>	<u>Exp. Acct. or Balance Sheet Title</u>
32162	3/11/21	Eclectic Architecture LLC Consultation during re-bid	280.00	P202100444	12-000-400-710-000-000
32163	3/11/21	R&L DataCenters, Inc. payroll services	692.00	P202100125	11-000-230-339-000-000
32164	3/11/21	NJSBA Workshop 2020 - Group Rate	900.00	P202100247	11-000-230-890-000-000
32165	3/11/21	QUILL CORPORATION office supplies	183.48	P202100422	11-000-240-600-000-000
32166	3/11/21	SUBURBAN PROPANE green house & treatment plant	722.01	P202100182	11-000-262-621-000-001
32167	3/12/21	DELTA DENTAL Dental Ins	5,681.62	P202100200	11-000-291-270-000-000
32168	3/12/21	ECLC OOD Tuition 20-21	4,961.76	P202100334	11-000-100-566-000-000
32169	3/12/21	Horizon BCBSNJ POS Ominia Comp/Presc	24,160.45 71,505.20 1,101.22	P202100004 P202100004 P202100004	11-000-291-270-000-000 11-000-291-270-000-000 11-000-291-270-000-000
Total Check Amount:			<u>96,766.87</u>		
32170	3/12/21	IGS Solar Solar Supply	1,704.22	P202100083	11-000-262-622-100-001
32171	3/12/21	Fuller Paper Company Custodial supplies	92.40	P202100437	11-000-262-610-000-000
32172	3/12/21	Atlantic, Tomorrows Office 6 copier serv & printing	901.24	P202100231	11-190-100-500-000-000
32173	3/12/21	Able Security Locksmiths, Inc. locksmith keys etc	48.00	P202100452	11-000-261-420-001-000
32174	3/12/21	Marlin Business Bank post base with scale	36.83	P202100071	11-000-230-530-000-000
32175	3/12/21	Municipal Capital Corp. copier leases	1,372.00	P202100028	11-190-100-340-000-000
32176	3/12/21	Mountain View Property Management LLC	**VOIDED**	Check voided on 3/17/2021	
32177	3/12/21	Ridge & Valley Charter School Tuition charter school	69.00	P202100190	11-000-100-569-000-000
32178	3/12/21	UNUM LIFE INS CO. Disability Ins	2,140.56	P202100143	11-000-291-270-000-000

<u>Check#</u>	<u>Date</u>	<u>Vendor (Payee)/Check Line Comments</u>	<u>Amount</u>	<u>PO or Bal Sht</u>	<u>Exp. Acct. or Balance Sheet Title</u>
32179	3/12/21	WageWorks, Inc. Cobra	57.00	P202100097	11-000-291-270-000-000
32180	3/12/21	WageWorks, Inc. FSA Health care	91.20	P202100098	11-000-291-270-000-000
32181	3/12/21	Amazon Capital Services Maintenance supplies	57.99	P202100227	11-000-261-610-000-000
32182	3/12/21	DeContanza, Jodie	**VOIDED**	Check voided on 3/17/2021	
32183	3/12/21	Cleere, Michelle Reimb for Nearpod	120.00	P202100433	11-190-100-890-000-000
32184	3/12/21	Beauty & the Beast LLC Summer camp 7-7 and 7-16-21	375.00	P202100445	60-990-320-340-000-000
32185	3/12/21	Schmidt, Megan Medical Health First J.P. reimb	35.00	P202100411	11-000-223-500-000-000
32186	3/12/21	Serraino, Nicholas reimb Yogapalooza	169.00	P202100429	11-190-100-890-000-000
32187	3/12/21	PAIGE SCHMIEDEKE workshop stronger together	150.00	P202100430	11-000-223-500-000-000
		NAPDS Membership 3-21 to 3-22	100.00	P202100430	11-000-240-800-000-000
		Total Check Amount:	250.00		
32188	3/12/21	Arrambide, Melissa reimb fo Nearpod	120.00	P202100432	11-190-100-890-000-000
32189	3/12/21	Hirt-Guido, Holly Tuition reimb Curric Devlpmt & eval	1,877.85	P202100431	11-000-291-280-000-000
32190	3/12/21	Ceceilyn Miller Institute for Leadership & Div Workshop for Julie Profito and Megan Schmidet	198.00	P202100421	11-000-223-500-000-000
32191	3/12/21	Haggerty, Wayne 2-15 2-17 2-19 salted plowed clean buses	970.00	P202100423	11-000-270-420-000-000
		plowing cleaning buses etc 1-7-21 1-9-21 1-11-21	1,072.00	P202100450	11-000-270-420-000-000
		Total Check Amount:	2,042.00		
32192	3/12/21	NJSBA Ready Set Bargain 10/16/20 H.Gaddy	149.00	P202100249	11-000-230-890-000-000
32193	3/12/21	RMR Elevator Company, Inc. Carbon contracts not making & tripped the overload	394.50	P202100425	11-000-261-420-001-000

<u>Check#</u>	<u>Date</u>	<u>Vendor (Payee)/Check Line Comments</u>	<u>Amount</u>	<u>PO or Bal Sht</u>	<u>Exp. Acct. or Balance Sheet Title</u>
32194	3/12/21	WIRE'S ELEC SHOP INC			
		Converted pole lights	494.54	P202100434	11-000-261-420-001-000
		changes ballast MV	110.60	P202100434	11-000-261-420-001-000
		changes 220 volt to 120 volt etc	917.00	P202100434	11-000-261-420-001-000
		Converted pole lights	0.00	P202100434	11-000-261-420-001-000
		changes ballast MV	0.00	P202100434	11-000-261-420-001-000
		Total Check Amount:	<u>1,522.14</u>		
32195	3/12/21	AERO Plumbing & Heating Co., Inc. restrooms, cafe sink & faucet	397.00	P202100438	11-000-261-420-001-000
32196	3/12/21	Fuller Paper Company Custodial supplies	411.60	P202100437	11-000-262-610-000-000
32197	3/12/21	Hirt-Guido, Holly CPR Trainers	257.50	P202100453	11-000-223-500-000-000
32198	3/12/21	DeContanza, Jodie CPR trainer	257.50	P202100454	11-000-223-500-000-000
32199	3/12/21	NJ DEPT OF EDUCATION	**VOIDED**	Check voided on 3/18/2021	

<u>Check#</u>	<u>Date</u>	<u>Vendor (Payee)/Check Line Comments</u>	<u>Amount</u>	<u>PO or Bal Sht</u>	<u>Exp. Acct. or Balance Sheet Title</u>
N0312	3/12/21	PAYROLL			
		STATE A/R	10,502.92	10 - 141	STATE A/R
		Pre K/Kindergarten Specials	1,973.39	P202100001	11-110-100-101-000-000
		Pre K/Kindergarten Sals	12,241.95	P202100001	11-110-100-101-000-002
		Grades 1-5 - Specials	10,756.20	P202100001	11-120-100-101-000-000
		Grades 3-5 Teacher Sals	29,225.25	P202100001	11-120-100-101-000-001
		Grades 1-2 Teachers Sals	17,320.25	P202100001	11-120-100-101-000-002
		Grades 6-8 - Specials	7,004.43	P202100001	11-130-100-101-000-000
		Grades 6-8 Teacher Sals	21,150.31	P202100001	11-130-100-101-000-001
		Substitutes - Per Diem	420.00	P202100001	11-190-100-104-001-000
		Substitutes - Class Coverage	301.00	P202100001	11-190-100-104-002-000
		Substitutes - Permanent Sub	1,300.00	P202100001	11-190-100-104-003-000
		MH Dis Teach Sal ATS	2,461.05	P202100001	11-212-100-101-000-001
		MH Sal Teachers MVS	2,589.80	P202100001	11-212-100-101-000-002
		Multiple Dis Aide Sal MVS	900.00	P202100001	11-212-100-106-000-002
		Resource Center Sal ATS	7,177.63	P202100001	11-213-100-101-000-001
		Resource Center Sal MV	1,292.02	P202100001	11-213-100-101-000-002
		RC Aide ATS	8,403.75	P202100001	11-213-100-106-000-001
		RC Aides MVS	1,397.00	P202100001	11-213-100-106-000-002
		RC Aides MVS	2,077.50	P202100001	11-213-100-106-000-002
		PSD Teacher Salary	1,292.03	P202100001	11-215-100-101-000-002
		Health Salaries ATS	3,268.55	P202100001	11-000-213-100-000-001
		Health Salaries MVS	2,824.30	P202100001	11-000-213-100-000-002
		Speech Salaries	4,172.55	P202100001	11-000-216-100-000-000
		Pers Aide Sal ATS	2,135.00	P202100001	11-000-217-106-000-001
		Guidance Salary	6,301.91	P202100001	11-000-218-104-000-000
		CST Prof Salaries	3,641.55	P202100001	11-000-219-104-000-000
		Library Salaries	3,432.05	P202100001	11-000-222-100-000-000
		Admin Salaries	1,399.70	P202100001	11-000-230-100-000-000
		School Princ Salary	3,833.33	P202100001	11-000-240-103-000-001
		Sal Asst Princ/Prog Dir	1,950.19	P202100001	11-000-240-103-000-002
		School Secty Salary ATS	3,216.67	P202100001	11-000-240-105-000-001
		Sal of Secretary MVS	1,708.33	P202100001	11-000-240-105-000-002
		Business Office Salary	5,966.27	P202100001	11-000-251-100-000-000
		Plant Maint Salaries	1,670.00	P202100001	11-000-261-100-000-000
		Custodial - Full Time	6,135.29	P202100001	11-000-262-100-001-000
		Custodial - PT Perm	1,399.85	P202100001	11-000-262-100-002-000
		Custodial - Substitutes	550.00	P202100001	11-000-262-100-003-000
		Grounds Salaries	2,350.00	P202100001	11-000-263-100-000-000
		Transportation Administration	2,136.90	P202100001	11-000-270-105-000-000
		Trans Salaries - regular time	11,850.50	P202100001	11-000-270-160-000-000
		Trans Salaries - extra time	699.60	P202100001	11-000-270-161-000-000
		Trans Sal - aides	292.74	P202100001	11-000-270-162-000-000
		PERS FICA	4,325.01	P202100002	11-000-291-220-000-000
		PERS FICA	95.86	P202100002	11-000-291-220-000-000
		DCRP Employer Contribution	144.45	P202100002	11-000-291-249-000-000
		Employee Benefits	35.65	P202100001	11-000-291-290-000-000
		Employee Benefits	14.95	P202100001	11-000-291-290-000-000
		Personal Services - Salaries	1,198.03	P202100001	20-231-100-100-000-000
		Salaries-Office&Cler Non-Grant	829.23	P202100001	60-990-320-182-200-000
		Total Check Amount:	217,364.94		

<u>Check#</u>	<u>Date</u>	<u>Vendor (Payee)/Check Line Comments</u>	<u>Amount</u>	<u>PO or Bal Sht</u>	<u>Exp. Acct. or Balance Sheet Title</u>
N1225	3/12/21	Depository Trust Co./JP Morgan Chase/BAN			
		Bond interest 3-21	154,800.00	P202100209	40-701-510-834-000-000
		Bond principal	460,000.00	P202100209	40-701-510-910-000-000
		Total Check Amount:	614,800.00		
32200	3/18/21	TREAS, STATE OF N.J. reimbursement to NJ	1,611.13	20 - 412	I/G A/P-FEDERAL
32202	3/19/21	Cintas			
		maintenance supplies	99.70	P202100398	11-000-262-610-000-000
		maintenance supplies	244.51	P202100398	11-000-262-610-000-000
		maintenance supplies	140.97	P202100398	11-000-262-610-000-000
		maintenance supplies	150.10	P202100398	11-000-262-610-000-000
		maintenance supplies	90.57	P202100398	11-000-262-610-000-000
		Total Check Amount:	725.85		
N1226	3/22/21	ALLAMUCHY CAFETERIA ACCT			
			834.52	10 - 411	I/G A/P - STATE
			54,319.34	10 - 412	I/G A/P-FEDERAL
		Total Check Amount:	55,153.86		
32204	3/24/21	Sussex County Technical School Charter school tuition 20-21	5,724.00	P202100459	11-000-100-563-000-000
N1227	3/29/21	Jersey Central Power & Light			
		Electric	350.92	P202100017	11-000-262-622-000-001
		Electric	0.02	P202100017	11-000-262-622-000-002
		Electric	0.02	P202100017	11-000-262-622-000-002
		Electric	484.63	P202100017	11-000-262-622-000-002
		Electric	754.84	P202100017	11-000-262-622-000-002
		Electric	11.01	P202100017	11-000-262-622-000-003
		Electric	805.66	P202100017	11-000-262-622-000-003
		Total Check Amount:	2,407.10		

<u>Check#</u>	<u>Date</u>	<u>Vendor (Payee)/Check Line Comments</u>	<u>Amount</u>	<u>PO or Bal Sht</u>	<u>Exp. Acct. or Balance Sheet Title</u>
N0330	3/30/21	PAYROLL			
		STATE A/R	10,503.17	10 - 141	STATE A/R
		Pre K/Kindergarten Specials	1,973.39	P202100001	11-110-100-101-000-000
		Pre K/Kindergarten Sals	12,241.95	P202100001	11-110-100-101-000-002
		Grades 1-5 - Specials	10,756.20	P202100001	11-120-100-101-000-000
		Grades 3-5 Teacher Sals	29,225.25	P202100001	11-120-100-101-000-001
		Grades 1-2 Teachers Sals	17,320.25	P202100001	11-120-100-101-000-002
		Grades 6-8 - Specials	7,004.43	P202100001	11-130-100-101-000-000
		Grades 6-8 Teacher Sals	21,150.31	P202100001	11-130-100-101-000-001
		Substitutes - Per Diem	1,120.00	P202100001	11-190-100-104-001-000
		Substitutes - Class Coverage	406.00	P202100001	11-190-100-104-002-000
		Substitutes - Permanent Sub	1,800.00	P202100001	11-190-100-104-003-000
		MH Dis Teach Sal ATS	2,461.05	P202100001	11-212-100-101-000-001
		MH Sal Teachers MVS	2,589.80	P202100001	11-212-100-101-000-002
		Multiple Dis Aide Sal MVS	900.00	P202100001	11-212-100-106-000-002
		Resource Center Sal ATS	7,177.63	P202100001	11-213-100-101-000-001
		Resource Center Sal MV	1,292.02	P202100001	11-213-100-101-000-002
		RC Aide ATS	8,403.75	P202100001	11-213-100-106-000-001
		RC Aides MVS	1,397.00	P202100001	11-213-100-106-000-002
		RC Aides MVS	2,077.50	P202100001	11-213-100-106-000-002
		PSD Teacher Salary	1,292.03	P202100001	11-215-100-101-000-002
		Health Salaries ATS	3,268.55	P202100001	11-000-213-100-000-001
		Health Salaries MVS	2,824.30	P202100001	11-000-213-100-000-002
		Speech Salaries	4,592.55	P202100001	11-000-216-100-000-000
		Pers Aide Sal ATS	2,135.00	P202100001	11-000-217-106-000-001
		Guidance Salary	5,783.85	P202100001	11-000-218-104-000-000
		CST Prof Salaries	3,641.55	P202100001	11-000-219-104-000-000
		Library Salaries	3,432.05	P202100001	11-000-222-100-000-000
		Admin Salaries	1,399.70	P202100001	11-000-230-100-000-000
		School Princ Salary	3,833.33	P202100001	11-000-240-103-000-001
		Sal Asst Princ/Prog Dir	1,950.19	P202100001	11-000-240-103-000-002
		School Secty Salary ATS	3,216.67	P202100001	11-000-240-105-000-001
		Sal of Secretary MVS	1,708.33	P202100001	11-000-240-105-000-002
		Business Office Salary	5,966.27	P202100001	11-000-251-100-000-000
		Plant Maint Salaries	1,670.00	P202100001	11-000-261-100-000-000
		Custodial - Full Time	6,135.29	P202100001	11-000-262-100-001-000
		Custodial - PT Perm	1,315.25	P202100001	11-000-262-100-002-000
		Custodial - Substitutes	1,457.90	P202100001	11-000-262-100-003-000
		Grounds Salaries	2,350.00	P202100001	11-000-263-100-000-000
		Transportation Administration	2,136.90	P202100001	11-000-270-105-000-000
		Trans Salaries - regular time	11,850.50	P202100001	11-000-270-160-000-000
		Trans Salaries - extra time	2,123.12	P202100001	11-000-270-161-000-000
		Trans Sal - aides	742.60	P202100001	11-000-270-162-000-000
		PERS FICA	4,695.72	P202100002	11-000-291-220-000-000
		PERS FICA	56.21	P202100002	11-000-291-220-000-000
		DCRP Employer Contribution	149.87	P202100002	11-000-291-249-000-000
		Employee Benefits	36.99	P202100001	11-000-291-290-000-000
		Employee Benefits	15.51	P202100001	11-000-291-290-000-000
		Personal Services - Salaries	1,198.03	P202100001	20-231-100-100-000-000
		Salaries-Office&Cler Non-Grant	1,252.67	P202100001	60-990-320-182-200-000
		Total Check Amount:	222,030.63		

<u>Check#</u>	<u>Date</u>	<u>Vendor (Payee)/Check Line Comments</u>	<u>Amount</u>	<u>PO or Bal Sht</u>	<u>Exp. Acct. or Balance Sheet Title</u>
N1228	3/31/21	Hunterdon Preparatory Center			
		OOD Tuition	(9,168.75)	P202100029	11-000-100-566-000-000
		OOD Tuition	9,168.75	P202100029	20-250-100-300-000-000
		Total Check Amount:	<u>0.00</u>		
N1236	3/31/21	PAYROLL			
		2020-2021 Payroll	434.22	P202100002	11-000-291-220-000-000
The Grand Total of all Checks from Fund 10 is:			76,159.95		
The Grand Total of all Checks from Fund 11 is:			663,074.03		
The Grand Total of all Checks from Fund 12 is:			39,556.28		
The Grand Total of all Checks from Fund 20 is:			19,873.21		
The Grand Total of all Checks from Fund 40 is:			614,800.00		
The Grand Total of all Checks from Fund 60 is:			2,689.38		
<b>The Grand total of all checks for this period is:</b>			<b>1,416,152.85</b>		

Allamuchy Board of Education 2020 - 2021 Cash Receipts Report for all Funds  
 From 3/1/2021 to 3/31/2021

<u>Date</u>	<u>Dep Num</u>	<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>	<u>Vendor</u>	<u>Comments</u>
03/01/21	20210301	10-102	Cash on Hand	391.00	Kundu, Mr. & Mrs.	Check #182 - Invoice Payment
	20210301	10-102	Cash on Hand	405.00	Alleyne, Jamie & Anthony	Check #272 - Invoice Payment
	20210301	10-102	Cash on Hand	408.00	Bessemer, Jessica	Check #347 - Invoice Payment
	20210301	10-102	Cash on Hand	220.00	Terpstra, Tara	Check #224 - Invoice Payment
	20210301	10-102	Cash on Hand	500.00	Pulver, Danielle	Check #1439 - Invoice Payment
	20210301	10-102	Cash on Hand	209.50	Ma, Marvin & Julia	Check #218 - Invoice Payment
			The total of Deposit Number 20210301 is:	2,133.50		
03/08/21	20210308	10-102	Cash on Hand	506.00	Conklin, Mr. & Mrs.	Check #1700 - Invoice Payment
	20210308	10-102	Cash on Hand	363.00	Canizales, Jannel & Joaquin	Check #3085 - Invoice Payment
	20210308	10-102	Cash on Hand	639.00	Reyes, Gabriel & Pacheco, Moni	Check #250 - Invoice Payment
	20210308	10-102	Cash on Hand	220.00	Cefaloni, Cathy	Check #376 - Invoice Payment
	20210308	10-102	Cash on Hand	469.00	Testa, Mr. & Mrs.	Check #127 - Invoice Payment
	20210308	10-102	Cash on Hand	405.00	Bockbrader, Stacy	Check #4472 - Invoice Payment
	20210308	10-102	Cash on Hand	810.00	Eisner, Mr. & Mrs.	Check #7002 - Invoice Payment
	20210308	60-1921-000-000	Public Contribs & Donat	425.00	Warren County Treasurer	WC Cultural Arts Grant (pmt 2/2)
	20210308	60-1710-102-000	Admis Grant Fuct.-Muse	26.00	__NONE	museum hours (11/18, 12/23, 1/19)
			The total of Deposit Number 20210308 is:	3,863.00		
03/10/21	20210310	10-102	Cash on Hand	322.43	D'Aconti, Anna	Check #123 - Invoice Payment
	20210310	10-121	TAX LEVY RECVBL	778,056.00	Township of Allamuchy	March tax levy
	20210310	40-121	TAX LEVY RECVBL	551,837.00	Township of Allamuchy	March tax levy
			The total of Deposit Number 20210310 is:	1,330,215.43		
03/11/21	20210311	10-102	Cash on Hand	405.00	Alleyne, Jamie & Anthony	Check #276 - Invoice Payment
	20210311	10-102	Cash on Hand	1,400.00	Hall, Chris & Danielle	Check #2690 - Invoice Payment
	20210311	10-102	Cash on Hand	423.00	Tomasino, Mr. & Mrs.	Check #659 - Invoice Payment
	20210311	10-102	Cash on Hand	190.00	Carricato, Mr. & Mrs.	Check #596 - Invoice Payment
			The total of Deposit Number 20210311 is:	2,418.00		
03/19/21	20210319	10-102	Cash on Hand	17,442.00	FRELINGHUYSEN TWP B.O.E.	Check #017652 - Invoice Payment
	20210319	11-000-291-270-000-000	Employee Health Benefit	88.08	WageWorks	reimb
			The total of Deposit Number 20210319 is:	17,530.08		

Allamuchy Board of Education 2020 - 2021 Cash Receipts Report for all Funds  
From 3/1/2021 to 3/31/2021

<u>Date</u>	<u>Dep Num</u>	<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>	<u>Vendor</u>	<u>Comments</u>
03/23/21	20211296	10-1980-000-000	Refunds From Prior Year	500.00		void prior year check #31255
03/23/21	20211297	10-1980-000-000	Refunds From Prior Year	532.00		void check #31431
Total Cash Receipts on 3/23/2021:				<u>1,032.00</u>		
03/26/21	20210326	10-102	Cash on Hand	250.00	Pulver, Danielle	Check #1441 - Invoice Payment
	20210326	10-102	Cash on Hand	275.00	Pulver, Danielle	Check #145 - Invoice Payment
The total of Deposit Number 20210326 is:				525.00		
03/29/21	20210329	10-102	Cash on Hand	82,500.00	Hackettstown Board of Education	Check #067347 - Invoice Payment
	20210329	10-102	Cash on Hand	2,000.00	Mullins-Montane, Kerry	Check #3109 - Invoice Payment
	20210329	10-102	Cash on Hand	469.00	Bessemer, Jessica	Check #114 - Invoice Payment
	20210329	10-102	Cash on Hand	391.00	Kundu, Mr. & Mrs.	Check #188 - Invoice Payment
	20210329	10-102	Cash on Hand	209.50	Ma, Marvin & Julia	Check #219 - Invoice Payment
The total of Deposit Number 20210329 is:				85,569.50		

Allamuchy Board of Education 2020 - 2021 Cash Receipts Report for all Funds  
From 3/1/2021 to 3/31/2021

<u>Date</u>	<u>Dep Num</u>	<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>	<u>Vendor</u>	<u>Comments</u>
03/31/21	20210391	60-1500-000-000	Miscellaneous Revenue	3,060.00		RH Revenue from Heartland - March
03/31/21	20210393	10-1510-000-000	Interest From Investment	1.16		General acct interest
	20210393	10-1510-000-000	Interest From Investment	0.12		Other acct interest
	20210393	10-1510-000-000	Interest From Investment	0.01		Other acct interest
			The total of Deposit Number 20210393 is:	1.29		
03/31/21	20210394	10-153	OTHER ACC RECBL	7,389.86	__NONE	EE Healthcare contributions - 3/15
	20210394	10-141	STATE A/R	7,386.59	__NONE	EE Healthcare contributions - 3/30
			The total of Deposit Number 20210394 is:	14,776.45		
03/31/21	20210395	10-141	STATE A/R	10,756.25	STATE OF NJ	TPAF FICA - 2/15
	20210395	10-411	I/G A/P - STATE	427.96	STATE OF NJ	School lunch - state - 12/2020
	20210395	10-412	I/G A/P-FEDERAL	27,311.31	STATE OF NJ	school lunch - federal - 12/2020
	20210395	10-412	I/G A/P-FEDERAL	544.67	STATE OF NJ	School lunch - HHFKA - 12/2020
	20210395	10-141	STATE A/R	34,190.00	STATE OF NJ	State payment # 13
	20210395	10-141	STATE A/R	10,502.92	STATE OF NJ	TPAF FICA - 2/28
	20210395	10-141	STATE A/R	34,190.00	STATE OF NJ	State payment # 14
	20210395	10-411	I/G A/P - STATE	1,617.21	STATE OF NJ	School lunch - state - 2/2021
	20210395	10-412	I/G A/P-FEDERAL	22,260.42	STATE OF NJ	School lunch - federal - 2/2021
	20210395	10-412	I/G A/P-FEDERAL	443.94	STATE OF NJ	School lunch - HHFKA - 2/2021
	20210395	40-141	STATE A/R	50,298.00	STATE OF NJ	debt service aid payment # 2
			The total of Deposit Number 20210395 is:	192,542.68		
03/31/21	20210399	10-1730-000-000	Stud. Org. Memb. Dues ε	460.00		2020 Chromebook fees paid from SA Refund
	20210399	10-1730-000-000	Stud. Org. Memb. Dues ε	141.00		2020 Fines paid from SA Refund
	20210399	10-1730-000-000	Stud. Org. Memb. Dues ε	(2,118.90)		P2P refunds returned w/ SA Refunds
			The total of Deposit Number 20210399 is:	(1,517.90)		
			Total Cash Receipts on 3/31/2021:	208,862.52		
The Total of Cash Receipts to Fund 10 is:				1,046,503.03		
The Total of Cash Receipts to Fund 40 is:				602,135.00		
The Total of Cash Receipts to Fund 60 is:				3,511.00		
Total of All Cash Receipts during this period:				1,652,149.03		

**Advertised Enrollments**

Pupil Enrollment Categories	10-15-2019 Actual	10-15-2020 Actual	10-15-2021 Estimate
On Roll Regular Full-Time	364.0	365.0	372.0
On Roll Special Ed Full-Time	62.0	60.0	63.0
On Roll Subtotal	426.0	425.0	435.0
In Private School Placements	4.0	3.0	0.0
Sent to Other Districts Regular	124.0	138.0	138.0
Sent to Other Districts Special Ed	17.0	19.0	22.0
Received	6.0	16.0	0.0

Advertised Revenues

Budget Category	Description	Account	2019-20 Actual	2020-21 Revised	2021-22 Proposed
General Fund Revenues from Local Sources	Local Tax Levy	10-1210	9,075,073	9,336,672	9,523,405
	Total Tuition	10-1300	62,974	84,333	124,000
	Transportation Fees from Other Local Education Authorities	10-1420-1440	217,824	213,239	226,709
	Rents and Royalties	10-1910	0	0	25,000
	Unrestricted Miscellaneous Revenues	10-1XXX	95,789	19,880	12,500
	Interest Earned on Maintenance Reserve	10-1XXX	440	50	50
	Interest Earned on Capital Reserve Funds	10-1XXX	1,571	50	50
	Other Restricted Miscellaneous Revenues	10-1XXX	0	43,600	44,900
	Total Revenues from Local Sources		9,453,671	9,697,824	9,956,614
General Fund Revenues from State Sources	Categorical Transportation Aid	10-3121	277,862	277,862	277,862
	Extraordinary Aid	10-3131	73,289	80,630	40,000
	Categorical Special Education Aid	10-3132	346,296	369,852	484,811
	Categorical Security Aid	10-3177	37,450	37,450	37,450
	State Reimbursements from Securing Our Childrens Future Bond Act	10-3256	0	23,012	0
	Total Revenues from State Sources		734,897	788,806	840,123
General Fund Revenues from Other Sources	Budgeted Fund Balance-Operating Budget	10-303	0	99,931	134,195
	Withdrawal from Capital Reserve for Excess Cost and Other Capital Projects	10-309	103,467	100,000	100,000
	Withdrawal from Maintenance Reserve	10-310	17,272	45,000	0
	Adjustment for Prior Year Encumbrances		0	53,000	0
	Actual Revenues (Over)/Under Expenditures		7,707	0	0
General Fund Revenues	Total Operating Budget		10,317,014	10,784,561	11,030,932
Special Revenue Fund Revenues from Local Sources	Other Revenue from Local Sources	20-1XXX	0	28,000	4,000
	Total Revenues from Local Sources	20-1XXX	0	28,000	4,000
Special Revenue Fund Revenues from Federal Sources	Title I	20-4411-4416	36,213	30,901	30,000
	Title II	20-4451-4455	6,337	7,327	7,500
	Title IV	20-4471-4474	5,850	14,150	10,000
	I.D.E.A. Part B (Handicapped)	20-4420-4429	97,056	100,248	100,000
	CARES Act Education Stabilization Fund	20-4530	0	25,229	0
	CARES-Digital Divide Grant	20-4531	0	1,079	0

## Advertised Revenues

Budget Category	Description	Account	2019-20 Actual	2020-21 Revised	2021-22 Proposed
Special Revenue Fund Revenues from Federal Sources	Coronavirus Relief Fund (CRF)	20-4532	0	19,067	0
	Other	20-4XXX	49,691	41,438	41,000
	Total Revenues from Federal Sources		195,147	239,439	188,500
Special Revenue Fund Revenues	Total Grants and Entitlements		195,147	267,439	192,500
Debt Service Fund Revenues from Local Sources	Local Tax Levy	40-1210	700,394	706,637	708,106
	Total Revenues from Local Sources		700,394	706,637	708,106
Debt Service Fund Revenues from State Sources	Debt Service Aid Type II	40-3160	62,406	62,963	63,094
Debt Service Fund Revenues from Other Sources	Total Local Repayment of Debt		762,800	769,600	771,200
Debt Service Fund Revenues	Total Repayment of Debt		762,800	769,600	771,200
All Fund Revenues	Total Revenues/Sources		11,274,961	11,821,600	11,994,632
Revenues Net of Transfers	Total Revenues/Sources Net of Transfers		11,274,961	11,821,600	11,994,632

Advertised Appropriations

Budget Category	Description	Account	2019-20 Actual	2020-21 Revised	2021-22 Proposed
General Fund Current Expenses for Instruction	Regular Programs-Instruction	11-1XX-100-XXX	2,206,289	2,366,056	2,496,962
	Special Education-Instruction	11-2XX-100-XXX	492,812	573,185	533,817
	School-Sponsored Cocurricular or Extracurricular Activities-Instruction	11-401-100-XXX	86,918	76,285	102,080
	School-Sponsored Athletics-Instruction	11-402-100-XXX	388	6,530	11,530
	Summer School	11-422-XXX-XXX	0	34,038	40,000
General Fund Current Expenses for Support Services	Undistributed Expenditures-Instruction (Tuition)	11-000-100-XXX	2,668,965	2,781,507	2,796,903
	Undistributed Expenditures-Health Services	11-000-213-XXX	129,162	131,813	135,363
	Undistributed Expenditures-Speech, OT, PT and Related Services	11-000-216-XXX	96,698	125,778	108,514
	Undistributed Expenditures-Other Support Services, Students-Extraordinary Services	11-000-217-XXX	163,090	93,962	83,789
	Undistributed Expenditures-Guidance	11-000-218-XXX	96,473	99,575	102,532
	Undistributed Expenditures-Child Study Teams	11-000-219-XXX	173,965	177,109	206,166
	Undistributed Expenditures-Improvement of Instruction Services	11-000-221-XXX	2,324	2,450	9,800
	Undistributed Expenditures-Education Media Services/Library	11-000-222-XXX	73,254	81,149	82,621
	Undistributed Expenditures-Instructional Staff Training Services	11-000-223-XXX	9,162	7,851	7,500
	Undistributed Expenditures-Support Services-General Administration	11-000-230-XXX	270,564	296,556	330,550
	Undistributed Expenditures-Support Services-School Administration	11-000-240-XXX	264,292	314,588	269,074
	Undistributed Expenditures-Central Services	11-000-251-XXX	159,765	163,430	166,641
	Undistributed Expenditures-Operation and Maintenance of Plant Services	11-000-26X-XXX	739,693	825,278	811,931
	Undistributed Expenditures-Student Transportation Services	11-000-270-XXX	861,339	838,700	891,068
	Personal Services-Employee Benefits	11-XXX-XXX-2XX	1,481,050	1,634,579	1,679,509
	Total Undistributed Expenditures		7,189,796	7,574,325	7,681,961
General Fund Current Expenses for Increased Reserves	Interest Earned on Maintenance Reserve	10-606	440	50	50
	Increase In Maintenance Reserve	10-606	87,000	0	0
General Fund Current Expenses	Total General Current Expense		10,063,643	10,630,469	10,866,400
Capital Outlay	Facilities Acquisition and Construction Services	12-000-400-XXX	124,068	129,793	101,366
	Increase In Capital Reserve	10-604	127,732	0	25,000
	Interest Deposit to Capital Reserve	10-604	1,571	50	50
	Total Capital Outlay		253,371	129,843	126,416

Advertised Appropriations

Budget Category	Description	Account	2019-20 Actual	2020-21 Revised	2021-22 Proposed
General Fund Expenses and Transfers	Transfer of Funds to Charter Schools	10-000-100-56X	0	24,249	38,116
	General Fund Grand Total		10,317,014	10,784,561	11,030,932
Special Revenue Fund Expenses for Grants and Entitlements	Local Projects	20-XXX-XXX-XXX	0	28,000	4,000
Special Revenue Fund Expenses for Federal Projects	Title I	20-XXX-XXX-XXX	36,213	30,901	30,000
	Title II	20-XXX-XXX-XXX	6,337	7,327	7,500
	Title IV	20-XXX-XXX-XXX	5,850	14,150	10,000
	I.D.E.A. Part B (Handicapped)	20-XXX-XXX-XXX	97,056	100,248	100,000
	CARES Act Education Stabilization Fund	20-477-XXX-XXX	0	25,229	0
	Other	20-XXX-XXX-XXX	49,691	41,438	41,000
	Bridging the Digital Divide Program	20-478-XXX-XXX	0	1,079	0
	Coronavirus Relief Fund (CRF) Grant Program	20-479-XXX-XXX	0	19,067	0
	Total Federal Projects	20-XXX-XXX-XXX	195,147	239,439	188,500
Special Revenue Fund Expenses	Total Special Revenue Funds		195,147	267,439	192,500
Debt Service Fund Expenses	Total Regular Debt Service	40-701-510-XXX	762,800	769,600	771,200
	Total Debt Service Funds		762,800	769,600	771,200
All Fund Expenses	Total Expenditures/Appropriations		11,274,961	11,821,600	11,994,632
Expenses Net of Transfers	Total Expenditures Net of Transfers		11,274,961	11,821,600	11,994,632

**Advertised Recapitulation of Balances**

Fund Balance Category	Budget Category	Audited Balance 06/30/2019	Audited Balance 06/30/2020	Estimated Balance 06/30/2021	Estimated Balance 06/30/2022
Restricted for General Operating Budget	Capital Reserve	177,695	203,532	103,582	28,632
	Adult Education Programs	0	0	0	0
	Maintenance Reserve	46,645	116,813	71,863	71,913
	Legal Reserve	199,163	200,837	100,906	0
	Tuition Reserve	0	0	0	0
	Current Expense Emergency Reserve	0	0	0	0
	Impact Aid Reserve for General Expenses (Sections 8002 and 8003)	0	0	0	0
	Impact Aid Reserve for Capital Expenses (Sections 8007 and 8008)	0	0	0	0
Restricted for Repayment of Debt	Repayment of Debt	0	0	0	0
Unrestricted	General Operating Budget	277,212	283,289	283,289	250,000
	Repayment of Debt	0	0	0	0

### Advertised Per Pupil Cost Calculations

Per Pupil Cost Calculations	2018-19 Actual Costs	2019-20 Actual Costs	2020-21 Original Budget	2020-21 Revised Budget	2021-22 Proposed Budget
Total Budgetary Comparative Per Pupil Cost	\$14,517	\$15,031	\$16,395	\$16,573	\$16,617
Total Classroom Instruction	\$7,694	\$8,260	\$9,105	\$9,309	\$9,301
Classroom-Salaries and Benefits	\$7,275	\$7,752	\$8,443	\$8,662	\$8,541
Classroom-General Supplies and Textbooks	\$222	\$98	\$215	\$241	\$340
Classroom-Purchased Services	\$196	\$410	\$447	\$406	\$421
Total Support Services	\$2,189	\$2,224	\$2,375	\$2,158	\$2,162
Support Services-Salaries and Benefits	\$1,826	\$1,927	\$1,952	\$1,736	\$1,783
Total Administrative Costs	\$2,063	\$1,996	\$2,180	\$2,310	\$2,310
Administration Salaries and Benefits	\$1,315	\$1,292	\$1,445	\$1,567	\$1,783
Total Operations and Maintenance of Plant	\$1,939	\$1,986	\$2,088	\$2,216	\$2,153
Operations and Maintenance-Salaries and Benefits	\$902	\$1,029	\$1,138	\$1,007	\$1,064
Board Contribution to Food Services	\$116	\$0	\$0	\$0	\$0
Total Extracurricular Costs	\$278	\$272	\$327	\$264	\$351
Total Equipment Costs	\$0	\$0	\$0	\$0	\$0
Legal Costs	\$130	\$108	\$76	\$169	\$116
Employee Benefits as a percentage of salaries*	34.34%	34.63%	35.83%	36.59%	35.52%

\*Does not include pension and social security paid by the State on-behalf of the district.

\*\*Federal and State funds in the blended resource school-based budgets.

The information presented in columns 1 through 3 as well as the related descriptions of the per pupil cost calculations are contained in the Taxpayers' Guide to Education Spending and can be found on the Department of Education's Internet website: <http://www.state.nj.us/education/guide/>. This publication is also available in the board office and public libraries. The same calculations were performed using the 2020-21 revised appropriations and the 2021-22 budgeted appropriations presented in this advertised budget. Total Budgetary Comparative Per Pupil Cost is defined as current expense exclusive of tuition expenditures, transportation, residential costs, and judgments against the school district. For all years it also includes the restricted entitlement aids. With the exception of Total Equipment Cost, each of the other per pupil cost calculations presented is a component of the total comparative per pupil cost, although all components are not shown.

Shared Services

Shared Service Category Type	Shared Service Category Description	Amount Saved (Optional)
Business Services	Business Administrator (Jim Schlessinger, shared with Warren County Special Services School District)	0
Curriculum Services	CST (Gretchen Stefankiewacz, shared with Knowlton Elementary School)	0
Municipal/Public Works	Snow plowing and road salt (Township of Allamuchy)	0
Purchasing	Middlesex County ESC	0
	National Joint Powers Alliance	0
	Hunterdon County ESC	0
Transportation Services, including Fuel	Special education transportation (Warren County Special Services School District)	0

**Estimated Tax Rates**

Municipality	Category	Amount
Allamuchy Township	(A) General Fund School Levy	9,430,040
	(D) Total School Levy	10,127,477
	(B) Estimated Net Taxable Valuation (as of 10/01/20)	586,202,200
	(H) Estimated Equalized Valuation (as of 10/01/20)	694,305,579
	(C) Estimated 2021-22 General Fund School Tax Rate, Without Repayment of Debt or Adjustments= $100 \times (A)/(B)$	1.6087
	(F) Estimated 2021-22 Total School Tax Rate, With Repayment of Debt and Adjustments= $100 \times (D)/(B)$	1.7276
	(I) Estimated 2021-22 Equalized General Fund School Tax Rate, Without Repayment of Debt or Adjustments= $100 \times (A)/(H)$	1.3582
	(L) Estimated 2021-22 Equalized Total School Tax Rate, With Repayment of Debt and Adjustments= $100 \times (D)/(H)$	1.4586

Employee Contract List for District

Name	Category	Measure
James Schlessinger	Job Title	Business Administrator
	Job Title II	None Reported
	Base Annual Salary Amount	\$109,000
	Full-Time Equivalent (FTE)	1.0
	Shared with Another District?	Y
	Shared County	41
	Shared District	5450
	Job Title Other District	Business Administrator
	Member of Collective Bargaining Unit (CBU)?	N
	Beginning Date of Contract	07/01/20
	End Date of Contract	06/30/21
	Contracted Number of Annual Work Days	260
	Contracted Number of Annual Vacation Days	15
	Contracted Number of Annual Sick Days	12
	Contracted Number of Annual Personal Days	5
	Contracted Number of Annual Consulting Days	0
	Number of Other Contracted Non-Working Days	0
	Description of Other Contracted Non-Working Days	None Reported
	Total Allowances Amount	\$0
	Total Bonuses Amount	\$0
	Total Stipends Amount	\$0
	District Contributions Above Teacher Contract for Insurance (Health, Dental, Life, Other)	\$0
	District Contributions Above Teacher Contract for Retirement Plans	\$0
	Total Contractual Post-Employment Benefit Amount	\$7,000
	Contractual Post-Employment Benefit Description of Payout of Sick days	Max per contract
	Contractual Post-Employment Benefit Description of Payout of Vacation days	None per contract
	Contractual Post-Employment Benefit Description of Payout of Personal days	None per contract
	Contractual Post-Employment Benefit Description of Other Benefits 1	None Reported
	Contractual Post-Employment Benefit Description of Other Benefits 2	None Reported

Employee Contract List for District

Name	Category	Measure
James Schlessinger	Contractual Post-Employment Benefit Description of Other Benefits 3	None Reported
	Total Other/In-Kind Remuneration Amount	\$0
	Description of Other/In-Kind Remuneration Annual Option to Buyback Sick Time in Cash	None Reported
	Description of Other/In-Kind Remuneration Annual Option to Buyback Vacation Time in Cash	None Reported
	Description of Other/In-Kind Remuneration Annual Option to Buyback Personal Time in Cash	None Reported
	Description of Other/In-Kind Remuneration Annual Option to Other Remuneration 1	None Reported
	Description of Other/In-Kind Remuneration Annual Option to Other Remuneration 2	None Reported
	Description of Other/In-Kind Remuneration Annual Option to Other Remuneration 3	None Reported
	Additional Comment 1	None Reported
	Additional Comment 2	None Reported
	Additional Comment 3	None Reported
Jennifer Gallegly	Job Title	Principal
	Job Title II	None Reported
	Base Annual Salary Amount	\$112,835
	Full-Time Equivalent (FTE)	1.0
	Shared with Another District?	N
	Shared County	None Reported
	Shared District	None Reported
	Job Title Other District	None Reported
	Member of Collective Bargaining Unit (CBU)?	N
	Beginning Date of Contract	07/01/20
	End Date of Contract	06/30/21
	Contracted Number of Annual Work Days	260
	Contracted Number of Annual Vacation Days	15
	Contracted Number of Annual Sick Days	12
	Contracted Number of Annual Personal Days	5
	Contracted Number of Annual Consulting Days	0
	Number of Other Contracted Non-Working Days	0
	Description of Other Contracted Non-Working Days	None Reported

Employee Contract List for District

Name	Category	Measure
Jennifer Gallegly	Total Allowances Amount	\$0
	Total Bonuses Amount	\$0
	Total Stipends Amount	\$0
	District Contributions Above Teacher Contract for Insurance (Health, Dental, Life, Other)	\$0
	District Contributions Above Teacher Contract for Retirement Plans	\$0
	Total Contractual Post-Employment Benefit Amount	\$13,510
	Contractual Post-Employment Benefit Description of Payout of Sick days	Max per contract
	Contractual Post-Employment Benefit Description of Payout of Vacation days	15 days max per contract
	Contractual Post-Employment Benefit Description of Payout of Personal days	None in contract
	Contractual Post-Employment Benefit Description of Other Benefits 1	None Reported
	Contractual Post-Employment Benefit Description of Other Benefits 2	None Reported
	Contractual Post-Employment Benefit Description of Other Benefits 3	None Reported
	Total Other/In-Kind Remuneration Amount	\$0
	Description of Other/In-Kind Remuneration Annual Option to Buyback Sick Time in Cash	None Reported
	Description of Other/In-Kind Remuneration Annual Option to Buyback Vacation Time in Cash	None Reported
	Description of Other/In-Kind Remuneration Annual Option to Buyback Personal Time in Cash	None Reported
	Description of Other/In-Kind Remuneration Annual Option to Other Remuneration 1	None Reported
	Description of Other/In-Kind Remuneration Annual Option to Other Remuneration 2	None Reported
	Description of Other/In-Kind Remuneration Annual Option to Other Remuneration 3	None Reported
	Additional Comment 1	None Reported
Additional Comment 2	None Reported	
Additional Comment 3	None Reported	
Melissa Sabol	Job Title	Superintendent
	Job Title II	Principal
	Base Annual Salary Amount	\$130,000
	Full-Time Equivalent (FTE)	1.0
	Shared with Another District?	N
	Shared County	None Reported
	Shared District	None Reported

Employee Contract List for District

Name	Category	Measure
Melissa Sabol	Job Title Other District	None Reported
	Member of Collective Bargaining Unit (CBU)?	N
	Beginning Date of Contract	07/01/20
	End Date of Contract	06/30/21
	Contracted Number of Annual Work Days	260
	Contracted Number of Annual Vacation Days	15
	Contracted Number of Annual Sick Days	12
	Contracted Number of Annual Personal Days	5
	Contracted Number of Annual Consulting Days	0
	Number of Other Contracted Non-Working Days	0
	Description of Other Contracted Non-Working Days	None Reported
	Total Allowances Amount	\$0
	Total Bonuses Amount	\$0
	Total Stipends Amount	\$0
	District Contributions Above Teacher Contract for Insurance (Health, Dental, Life, Other)	\$6,933
	District Contributions Above Teacher Contract for Retirement Plans	\$0
	Total Contractual Post-Employment Benefit Amount	\$7,000
	Contractual Post-Employment Benefit Description of Payout of Sick days	Max per contract
	Contractual Post-Employment Benefit Description of Payout of Vacation days	Not in contract
	Contractual Post-Employment Benefit Description of Payout of Personal days	Not in contract
	Contractual Post-Employment Benefit Description of Other Benefits 1	None Reported
	Contractual Post-Employment Benefit Description of Other Benefits 2	None Reported
	Contractual Post-Employment Benefit Description of Other Benefits 3	None Reported
	Total Other/In-Kind Remuneration Amount	\$0
	Description of Other/In-Kind Remuneration Annual Option to Buyback Sick Time in Cash	None Reported
	Description of Other/In-Kind Remuneration Annual Option to Buyback Vacation Time in Cash	None Reported
	Description of Other/In-Kind Remuneration Annual Option to Buyback Personal Time in Cash	None Reported
	Description of Other/In-Kind Remuneration Annual Option to Other Remuneration 1	None Reported
	Description of Other/In-Kind Remuneration Annual Option to Other Remuneration 2	None Reported

Employee Contract List for District

Name	Category	Measure
Melissa Sabol	Description of Other/In-Kind Remuneration Annual Option to Other Remuneration 3	None Reported
	Additional Comment 1	None Reported
	Additional Comment 2	None Reported
	Additional Comment 3	None Reported



## MOU - Clinical Teacher Residency Pilot

**Parties:** Centenary University (EPP) is entering into an agreement with Allamuchy Township School District (“District”) to improve educator preparation, with an end goal of providing the opportunity for every learner to succeed.

**Purpose:** The purpose of this Memorandum of Understanding (MOU) is to articulate the goals and responsibilities for renewal and reform, and to specify each party’s responsibilities associated with developing a partnership to implement a Teacher Residency Program (the “Program”).

### A. *COLLABORATIVE GOALS*

Working in partnership, design and implement a rigorous, clinically intensive teacher education program that shall include a funded, year-long residency experience for teacher candidates, and that reflects the following principles:

1. Creates a shared space across the P-20 partners to bring the strengths and expertise of both the school district and teacher preparation program to the work of developing strong, effective novice teachers
2. Builds structures to support equitable access to the high-quality residency program, and focuses on diversity and inclusion
3. Recruits and prepares teacher candidates, in prioritized certification areas, to meet district hiring needs
4. Aligns program focus and resources with school improvement strategies, including by embedding university strengths and expertise inside P-12 schools
5. Includes funding for candidate stipends or tuition assistance, and a long-term plan for strategic resource reallocation to sustainably fund the year-long residency program
6. Develops processes and data sharing agreements to support continuous improvement efforts and a long-term learning agenda

### B. *SHARED RESPONSIBILITIES*

1. Form a steering committee to jointly develop, monitor, and revise the residency program model and structures as needed on an ongoing basis
  - i. Comprised of key leaders, collective bargaining units, and other stakeholders from both the District and EPP
  - ii. Meet regularly (at least bi-annually) on shared agenda items, including review of program data to inform learning
  - iii. Develop shared program processes and responsibilities including processes for selecting mentor teachers and residents
2. Establish regular communications processes and expectations to ensure information and feedback is shared on an ongoing basis

3. Create a long-term strategic plan to grow and sustain the residency program
  - i. Commit to develop a sustainable funding model for year-long residency programs
  - ii. Align program structures and resources with existing school- and district-level instructional needs
  - iii. Draw on partner strengths to maximize impact and efficiencies
  - iv. Prioritize residency for high-need certification areas while planning for longer-term shift for residency partnership across program areas
4. Create a learning plan to inform ongoing program improvement efforts
  - i. Identify shared input and outcome measures
  - ii. Execute data sharing agreements

C. *TEACHER PREPARATION PROGRAM RESPONSIBILITIES*

1. Review and revise as needed the structure, scope and sequence of teacher preparation program coursework and staffing to align clinical experiences during residency placements
  - i. Ensure field experiences provide authentic learning opportunities for candidates and meet student learning needs inside schools
  - ii. Align residency placements with the District calendar
  - iii. Assign a full-time faculty member to the District whose duties may include: ongoing support and supervision of residents, delivering embedded coursework, supporting mentor teachers, supporting professional development
  - iv. Review curricular scope and sequence to ensure teacher candidates have requisite skills and knowledge prior to beginning their residency placement, and have aligned coursework supportive of their placements throughout the residency year, and revisit on regular basis
2. Commit to redirecting and/or realigning existing resources to support candidates during their residency placements
  - i. Explore tuition discount possibilities based on projected cohort/class sizes
  - ii. Analyze current student aid & scholarship patterns, based upon agreed total paid by District annually, and to consider directing additional aid to students during their full-time residency placements
  - iii. Analyze potential cost savings to the institution by embedding coursework inside district schools
3. Commit to redirecting and/or realigning existing resources to support teacher development and school improvement needs within partner districts including by:
  - i. Reviewing field office structures and staff roles to assess the feasibility of reorganization/restructuring to provide more direct services inside districts and schools
  - ii. Provide opportunities for classroom teachers to participate in resident coursework to support professional development goals
  - iii. Align student and faculty research with school and district learning and improvement priorities

- iv. Provide reduced tuition to mentors or other district teachers to enroll in leadership development programs and other graduate level programming
- 4. Ensure internal policies align with the responsibilities of faculty supporting full-time residents, including policies for assigning load
- 5. Develop program agreements with residency sites and mentor teachers to clarify particular roles and responsibilities for all relevant program stakeholders

**D. SCHOOL DISTRICT RESPONSIBILITIES**

- 1. Position residents as full-time school staff, including by welcoming them to all professional development opportunities and other district initiatives
- 2. Provide a scholarship of \$10,500 per Clinical Resident to Centenary University. With each Clinical Resident working a District teacher schedule, with approximately 105 school days being assigned at the discretion of the administration
- 3. Review the possibility of providing classroom space in which to hold onsite resident courses, and office space for embedded Clinical Faculty
- 4. With the EPP, explore existing district professional development and school improvement initiatives to identify areas where EPP resources and strengths can support district needs and priorities
- 5. Analyze potential and realized cost savings through impacts on teacher retention and teacher development

**Student(s) and Term:**

Tricia DeGeorge — Fall 2021 - Spring 2022

**For Centenary University:**

---

Name	Title	Signature	Date
------	-------	-----------	------

**For Allamuchy Township School District:**

---

Name	Title	Signature	Date
------	-------	-----------	------

## Before School Fitness Program Proposal

### Program Purpose:

The purpose of this program would be to provide the students of Allamuchy an opportunity to improve their health and wellness through participation in a variety of fitness related games and activities. By increasing the number of minutes of meaningful vigorous physical activity (MVPA) they will be able to improve not only their fitness levels, but regular physical activity is also tied to improvement academically, emotionally, and for overall wellness.

### Program Details:

- Frequency: Up to 180 days a year (every student day excluding delayed opening days)
- Timing: approximately 7:00 - 8:10 ( may be adjusted based on feedback from community)
- Location: Preferable in the ATS gymnasium. MVS great room may work depending on enrolment
- Staffing: 1 certified Physical Education Teacher and 1 additional staff
- Breakfast: Possibility of offering a healthy breakfast as part of the program. May include having participants assist with making a healthy breakfast smoothie or other options once a week.
- Participant Cost: Monthly rate to be determined based on budget and comparison to current before care pricing. Will consider having multiple options like 3 or 5 days a week attendance options.
- Budget to include:
  - Payroll
  - Any needed fee to cover building use and custodian during time of program
  - Food expenses if breakfast will be offered
  - Possibly small amount budgeted for program specific equipment

### Community Feedback:

To determine some of the specifics about the program we would start by sending a survey to the community to gather information about the level of interest in the program and other specifics.

### Articles Supporting the Benefit of Before School Fitness Programs:

- [New York times - A Before-School Exercise Program May Help Children Thrive](#)
- [NCBI -Educating the Student Body: Taking Physical Activity and Physical Education to School.](#)
- [CDC - The Association Between School-Based Physical Activity, Including Physical Education, and Academic Performance](#)
- [Science Daily - Before-school physical activity program helps improve body weight and overall wellness](#)

# ECLECTIC ARCHITECTURE LLC

FINE DESIGN & HISTORIC PRESERVATION

20 MUNICIPAL DRIVE  
PHILLIPSBURG, NEW JERSEY 08865-7800  
PHONE 908-387-8630 - FAX 908-387-1493

## PROPOSAL FOR PROFESSIONAL PRESERVATION CONSULTING SERVICES

March 9, 2021

Melissa Sabol, Acting Superintendent  
Allamuchy Township School District  
20 Johnsonburg Road  
PO Box J  
Allamuchy, NJ 07820  
Office: 908-852-1894 Ext 103

Re: Rutherford Hall security project

### **A. Project Understanding**

A treatment approach to provide security cameras and lighting to Rutherford Hall has been selected by the Allamuchy School District. Eclectic Architecture was not part of the selection process but has been asked to coordinate Project Authorization with the State Historic Preservation Office. Architectural services would include guiding the project. It will be necessary to coordinate with the proposed vendor and potentially alter the project due to the historic nature of the building. Tasks would include coordinating work and applying for State Project Authorization.

### **B. Project Fee**

**Total fee                      \$2,000**

Signing of this proposal by an authorized agent of the Allamuchy Township School District shall be considered authorization to proceed.

Respectfully submitted for the firm,



Michael J. Margulies, Architect, AIA

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**REAPPOINTMENTS FOR THE 2021-2022 SCHOOL YEAR****ADMINISTRATION**

Jennifer Gallegly	ATS Principal
Melissa Sabol	MVS Principal/Director of Special Services
Jim Schlessinger	School Business Administrator
Julie Profito	Supervisor of Student Support Services

**TENURED INSTRUCTIONAL STAFF**

Mariah Adams	Melissa Arrambide	Andrea Aussems
Nancy Baglio	Lauren Boden	Clare Bundschuh Saalfeld
Cathy Cefaloni	Michelle Cleere	Alyson Chudley
Gina Davey	Debra DeAngelis	Joanne Ferguson
Samuel Greco	Holly Guido	Jaehnel Hanisak
Marsha Koerner	Brian Lohse	Sarah Mikaliunas
Victoria Patterson	Robin Samiljan	Frances Muhlenbruch
Christine Rodriguez	Kate Stiner	Michelle Ricci
Marilou Tshudy	Ashley VanHaste	Jennifer Sauter
Nicholas Serraino	Anna Thomas	Robert White

**NEWLY TENURED INSTRUCTIONAL STAFF**

Kaitlyn Phlegar
-----------------

**NON-TENURED INSTRUCTIONAL STAFF**

Kim Bolling	Emily Delaney	Rosangela Franco
Brendan Poff	Leslie Potente	Sarah Price
Megan Schmidt	Cristen Tierney	Sydney Watkins

**TENURED SCHOOL NURSE**

Scott Brady
-------------

**NON TENURED SCHOOL NURSE**

Jodie DeCostanza
------------------

**ADMINISTRATIVE SUPPORT STAFF**

Chrissie Aulenbach	Pat Gardiner	Tina Kay (on leave, follow up)
Nicole Morgan	Donna Trainello	

**PARAPROFESSIONALS**

Amy Crawford	Cheryl Forbes	Lorene Gallahue
Corinne Jacobson	Teresa Klein	Sarah Lamonaco
Alison Motzer	Nohemy Oliver	Lynn Quinto
Karen Delanni Rizzolo	Donna Stassi	Melissa Stavros
Tara Warnock		

**CUSTODIANS**

Peter DeMary - Supervisor of Buildings and Grounds		
Michael Brown - head custodian		
Kevin Beam (F/T)	Arnold Capriglione (F/T)	Jerry Kucharski (P/T)
Tim Mota (F/T)	Suzanne Peterson (F/T)	

**RUTHERFURD HALL**

Janet Cunningham	Joan Salvas	Jessica Taenzer
------------------	-------------	-----------------

**BUS DRIVERS**

Ann Longyhore - Coordinator		
Steve Bigham	Roxanne Carlson	Cassie Claypotch
Frances DePaola	Jovannah DiGilio	Donna Ervey
Lisa Green	Linda Kucharski	Art Peterson
Antonia Tahinos	Deborah Waldele	

**Paige G. Schmiedeke**  
**31 Sandpiper Drive**  
**Hackettstown, NJ 07840**  
**908-246-1405**  
[schmiedeke5@gmail.com](mailto:schmiedeke5@gmail.com)

Dear Dr. Sabol and Members of the Allamuchy Board of Education:

It is with mixed emotions that I announce my retirement from the Allamuchy Township School District effective July 1, 2021. It has been a great pleasure and joy to have been able to nurture and educate the children of Allamuchy and watch them grow into young adults over the past twenty-one years.

Allamuchy has truly been like a family to me. I am so grateful for the friendships I have enjoyed and will cherish the memories we have made together. I am confident in the exciting future that lies ahead for our district.

I will personally be relocating from the area to be closer to my growing family and look forward to the pursuit of new interests in childcare and education. I look forward to staying in touch and wish everyone well in their future endeavors.

With warmest regards,



Paige G. Schmiedeke

# NEW JERSEY CHILD ASSAULT PREVENTION

Program Application – 2021/2022

Elementary, Teen & Special Needs

NJ Child Assault Prevention (NJ CAP) seeks to improve school climate, strengthen families, and reduce students' vulnerability to assault and bullying. NJ CAP is funded through the NJ Department of Children and Families and is supported by the NJ Department of Education with 21 County CAP Offices and over 200 program facilitators. To date, NJ CAP has trained over 4 million students, parents, and school staff. To learn more about the CAP program and network visit [www.njcap.org](http://www.njcap.org)

**Applications must be submitted via email to [njcap.applications@gmail.com](mailto:njcap.applications@gmail.com)**

The District Superintendent will complete the following application, review and sign implementation timelines and contract criteria, and submit it to **NJ CAP State Office, by August 30, 2021.**

In order to maximize funds, each district is requested to provide a minimum contribution of **30%** of the total cost of implementation.

The district match may only be waived if there is a demonstrable financial need, eligibility for urban aide funding or other related factors. In these circumstances, a waiver letter on **school district letterhead** from the Chief School Administrator, must accompany this application. **Exemption requests will not be approved without the waiver letter.**

Depending on availability of funds, districts may be responsible for additional funding.

(Please Print or Type)

COUNTY: Warren SCHOOL DISTRICT: Allamuchy Township

NAMES of SCHOOLS: Allamuchy Township and Mountain Villa Schools

DISTRICT SUPERINTENDENT NAME: Melissa Sabol

PHONE: 908-852-1894 ext 302 EMAIL: msabol@aes.k12.nj.us

MAILING ADDRESS: 20 johnsonburg Road, PO Box J, Allamuchy, NJ 07820

[www.njcap.org](http://www.njcap.org)

**Elementary CAP Program**

**This application is for Pre–K, Kindergarten, (within the district) and Grades 1- 6. (See page 7 for specific information about each program.)**

**PLEASE COMPLETE FUNDING REQUEST:**

The following should be completed in collaboration with the CAP County Coordinator. The CAP program requires a **staff in-service** for teachers who have not had CAP training in the last three years. The in-service date should be reserved in advance. A **parent workshop** is required for each school; however, districts may opt for a district wide parent workshop.

Funding may not be authorized to districts who cannot guarantee in-service dates.

**Please indicate a tentative in-service date** Spring 2021

Elementary Program (Grades Pre K - 6)

a) \$181.00 x \_\_\_\_\_ # of **Pre-K classes** = \$ \_\_\_\_\_

b) \$169.00 x \_\_\_\_\_ # of **Kindergarten classes** = \$ \_\_\_\_\_  
(AM Classes & PM Classes)

c) \$130.00 x 5 # of classes **1 - 5** = \$ 650  
(Includes **all classes other than** cognitively impaired - see page four for special needs classes)

d) \$109.00 x 2 # of 6<sup>th</sup> grade classes = \$ 218

e) \$168.00 x \_\_\_\_\_ # of Staff workshops = \$ \_\_\_\_\_

f) \$168.00 x 1 # of Parent workshops = \$ 168

Total cost of implementation (a+b+c+d+e+f) = \$ 1036

District contribution – 30% minimum minus \$ 310.80

State CAP Funding = \$ 725.20

**Partial grants may be awarded.**

If the application is not approved for CAP funding, the district may still implement the CAP program using other funding sources.

## TEEN CAP PROGRAM

This application is for **Teen CAP, Grades 7-12**. (See page 7 for specific information about program.)

**PLEASE COMPLETE FUNDING REQUEST:**

The following should be completed in collaboration with the CAP County Coordinator. The CAP program requires a **staff in-service** for teachers who have not had CAP training in the last three years. The in-service date should be reserved in advance. A **parent workshop** is required for each school; however, schools districts may opt to provide a district wide parent workshop.

Funding may not be authorized to districts who cannot guarantee in-service dates.

**Please indicate a tentative in-service date** \_\_\_\_\_

Teen CAP Program (grades 7- 12)

a) \$191 x <u>  2  </u> # of <u>  8th  </u> <b>grade classrooms</b>	=	\$ <u>  382  </u>
b) \$168 x _____ # of <b>Staff workshops</b>	=	\$ _____
c) \$168 x _____ # of <b>Parent workshops</b>	=	\$ _____
 Total cost of implementation (a+b+c)	 =	 \$ <u>  382  </u>
 District contribution - 30% minimum	 minus	 \$ <u>  114.60  </u>
 State CAP Funding	 =	 \$ <u>  267.40  </u>

**Partial grants may be awarded.**

If the application is not approved for CAP funding, the district may still implement the CAP program using other funding sources.

## SPECIAL NEEDS CAP PROGRAM

This application is for the CAP program designed for **Intellectually Disabled** students. *(See page 7 for specific details on program.)*

### PLEASE COMPLETE FUNDING REQUEST:

The following should be completed in collaboration with the CAP County Coordinator. The CAP program requires a **staff in-service** for teachers who have not had CAP training in the last three years. The in-service date should be reserved in advance. A **parent workshop** is required for each school; however, school districts may opt to provide a district wide parent workshop.

Funding may not be authorized to districts who cannot guarantee in-service dates.

Please indicate a tentative in-service date \_\_\_\_\_

a) \$307 x _____ # of <b>intellectually disabled classes</b>	=	\$ _____
b) \$168 x _____ # of <b>Staff</b> workshops	=	\$ _____
c) \$168 x _____ # of <b>Parent</b> workshops	=	\$ _____
Total cost of implementation (a+b+c)	=	\$ _____
District contribution - 30% minimum	minus	\$ _____
State CAP Funding	=	\$ _____

### Partial grants may be awarded.

If the application is not approved for CAP funding, the district may still implement the CAP program using other funding sources.

**PLEASE COMPLETE THE FOLLOWING:**

1. What needs does the CAP program meet in your school and/or community?

The NJCAP Program will continue to train our staff and inform our community members about information on the identification of abused children, community resources and referrals for reporting abuse, legal rights and responsibilities involved in reporting, and an evaluation.

2. Please provide a statement of broad-based community support in each school.

The support which Allamuchy Township School received from the community continues. The PTO has continued their on-going and dependable reinforcement of the education for our students through activities such as Book Fairs and fundraising events.

3. Please provide a statement of in-kind contribution which teaching staff will render on behalf of the project (e.g. additional in service time, public relations, community outreach, curriculum additions focusing on prevention issues, bulletin boards, etc.)

The staff will benefit from in-service training which will enable them to continue and build their foundation of understanding of the program which will be delivered to the students, staff, parents and other community members.

5. Please provide a statement of future integration of Child Assault Prevention programming in the district. (Will there be plans to continue with a maintenance CAP program?)

We look forward to continuing the incorporation of CAP programming with our current character education and bullying prevention programs which fit with our philosophy and goals of the Allamuchy Township School District.

## CONTRACT CRITERIA

**A school district which chooses to apply for funding will meet the following criteria:**

1. Will agree to have CAP County Coordinator and CAP Facilitators implement the CAP programs according to the design of the International Center for Assault Prevention, including:
  - a. **Administrative Set up Meeting** - 30-60 minutes - Involving principal and CAP County Coordinator to discuss all specifics of the programming and scheduling.
  - b. **Teacher-Staff Workshops** - Provide time for teacher/staff in service.
  - c. **Support Staff** - (e.g. bus drivers, crossing guards, maintenance, lunch aides and kitchen staff) will be invited to participate in parent or staff workshops.
  - d. **Parent Workshops** - Provide space to conduct a parent workshop.
  - e. **Pre-K**- Provide one hour on three consecutive days for the classroom workshop and for review time. The school will allow the post workshop review to take place in the classroom. Children interested in participating in the Review Time shall be permitted the time to attend.
  - f. **Kindergarten**- Provide one hour on two consecutive days for classroom workshop and for review time. The school will allow the post workshop review to take place in the classroom. Children interested in participating in the Review Time shall be permitted the time to attend.
  - g. **Elementary CAP Children Workshops** - Provide 1½ hours of uninterrupted time for each workshop and for post workshop review. The school will provide space for the post workshop review. Children interested in participating in the Review Time shall be permitted the time to attend.
  - h. **Teen CAP Student Workshops** - Provide time for each class to attend three student workshops on three sequential days, within a maximum of seven school days. The school will provide space for the post workshop review for individual students to meet with workshop facilitators each day, if interested.
  - i. **Special Needs (Intellectually Disabled)** - Provide five consecutive days for student workshops (Day 1 and 5 taught by the classroom teacher. Days 2, 3 & 4 are presented by CAP Facilitators. One hour of uninterrupted time for each workshop and for post workshop review.) **(Note: This program is designed for students with moderate to severe intellectual impairment in self-contained special education settings. Students with mild intellectual disability should receive CAP in the regular education classroom with typically developing peers.)**
2. All elementary schools in a district will participate, if funding allows.
3. All districts will have school board approval.
4. All districts will be available for implementation during the months of September 2021-May 2022.
5. **All districts will participate in a CAP evaluation process which will require that each teacher complete an evaluation of the classroom workshop and the School Principal or Chief School Administrator complete an in-person exit interview with the CAP County Coordinator to be submitted to NJ CAP RTC (Regional Training Center).**

**I have read and agreed to the above terms for application to this grant application.**

\_\_\_\_\_  
District Superintendent Signature

\_\_\_\_\_  
Date

## NEW JERSEY CAP TIME LINES/DEADLINES

**By March 2021-** CAP application will be available.

**By August 30, 2021 – Application Deadline-** All District Superintendents interested in applying for CAP monies will complete the application, receive school board approval and return application to the CAP State Office.

**By September 30, 2021-** The CAP State Office in conjunction with County Superintendents and CAP County Coordinators will have selected school districts and notified them of this selection.

**By January 31, 2022-** All CAP grant workshops will have been scheduled with the CAP County Coordinator.

**By June 15, 2022** - All CAP workshops will have been completed. Deadline extensions must be approved by the State CAP Office.

**I have read and agreed to the above deadlines and I understand that they are essential for the efficient implementation of the CAP program within my district. I understand that by signing this document, the school district will be committed to implement the CAP Program as indicated by Timelines/Deadlines and Contract Criteria.**

\_\_\_\_\_  
District Superintendent Signature

\_\_\_\_\_  
Date

# Allamuchy Township SCHOOL DISTRICT | 2021-2022 CALENDAR

**31** Staff Report/Staff PD

AUGUST '21						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Student Days – 0  
Staff Days - 1

FEBRUARY '22						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

**11** Early Dismissal/Staff PD  
**18 & 21** Presidents' Day Weekend/No School

Student Days – 18  
Staff Days - 18

**1** Staff Report/Staff PD  
**2 & 3** Students Report  
Early Dismissal Staff PD  
**6** Labor Day/No School  
**7** First Full Day

SEPTEMBER '21						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Student Days – 20  
Staff Days - 21

**11** Early Dismissal/Staff PD

MARCH '22						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Student Days – 23  
Staff Days - 23

**11** Columbus Day/Staff PD/No School for Students

OCTOBER '21						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Student Days – 20  
Staff Days - 21

**14** Early Dismissal  
**15-22** Spring Break/No School

APRIL '22						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Student Days – 15  
Staff Days - 15

**1,2,&3** Early Dismissal/Parent-Teacher Conferences  
**4 & 5** NJEA Convention/No School  
**24** Early Dismissal  
**25** Thanksgiving Day/No School  
**26** No School

NOVEMBER '21						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Student Days – 18  
Staff Days - 18

**13** Early Dismissal/Staff PD  
**30** Memorial's Day/ No School

MAY '22						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Student Days – 21  
Staff Days - 21

**23** Early Dismissal  
**17** Early Dismissal/Staff PD  
**24-31** Winter Break/No School

DECEMBER '21						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Student Days –  
Staff Days -

**15-17** Early Dismissal  
**17** Last Day Students  
**20** Last Day Staff

JUNE '22						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Student Days – 13  
Staff Days – 14

**3** School Reopens  
**17** M.L. King Day/No School

JANUARY '22						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Student Days – 20  
Staff Days - 20

Teacher Professional Development  
Full Day  
8/31  
9/1  
10/11  
6/20

Early Dismissal for 1/2 Day Staff PD  
9/2,3; 12/17; 2/11; 3/11; 5/13

Six inclement weather days are built into this calendar, and if not used, will be given back on days to be determined (End of the school year). If more than 6 inclement days are necessary, they will be made up during the Spring break in April Starting with April 22, April 21 and so on  
NOTE – the district will be operating on a 2 hour delayed opening schedule.

2430 CO-CURRICULAR ACTIVITIES (M)**M**

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

The purpose of extracurricular activities shall be:

1. To develop useful new capabilities in pupils that can lead to extension of career opportunities;
2. To develop pupil initiative and provide for the exercise of responsibility;
3. To develop leadership capabilities and good organizational skills;
4. To aid pupils in the social skills;
5. To enable pupils to explore a wider range of individual interests than might be available in the regular program.

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



Equal access to school facilities shall be granted to all activities that meet this definition. The Chief School Administrator shall prepare procedures to implement an extracurricular program which shall:

1. Assess the needs and interests of the pupils of this district;
2. Ensure the provision of competent guidance and supervision by staff;
3. Guard against the exploitation of pupils;
4. Provide for a variety of experiences and a diversity of organizational models;
5. Provide for the continuing evaluation of the extracurricular program and staff;
6. Ensure that all extracurricular activities are open to all eligible pupils and that all pupils are fully informed of the opportunities open to them.

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

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

No activity shall be considered to be under the sponsorship of this Board unless it has been approved by the Board on recommendation of the Chief School Administrator. Fund-raising activities of extracurricular groups must be approved by the Board.



All pupils in good disciplinary and academic standing shall have equal access to all extracurricular activities regardless of race, color, creed, religion, sex, national origin, ancestry, social or economic status, or nonapplicable handicap.

*The Board, at its discretion, will permit students who reside in the district and who are not enrolled in the public school to participate in co-curricular activities contingent upon on a space available availability in the activity as currently offered basis. Participants will be permitted only on written application and the applicant's assurances that the students agree to be bound by the policies (including 2436, Activity Participation Fee Program), rules and regulations of the district.*

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

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

N.J.A.C. 6A:19-6.10

Adopted: 28 November 2005

Re-adopted: 4 January 2017

## 2431 ATHLETIC COMPETITION (M)

### **M**

The Board of Education recognizes the value of athletic competition as an integral part of the school experience. Sports and other athletic activities provide opportunities to learn the values of competition and good sportsmanship.



For the purpose of this Policy, programs of athletic competition include all activities relating to competitive sports contests, games, events, or sports exhibitions involving individual students or teams of students when such events occur within or between schools within this district or with any schools outside this district. The programs of athletic competition shall include, but are not limited to, high school interscholastic athletic programs, middle school interscholastic athletic programs where school teams or squads play teams or squads from other school districts, intramural athletic programs within a school or among schools in the district, and any cheerleading program or activity in the school district.

## Eligibility Standards

A student who wishes to participate in a program of athletic competition must submit, on a form provided by the district, the signed consent of his/her parent. The consent of the parent of a student who wishes to participate in a program of athletic competition will include an acknowledgment of the physical hazards that may be encountered in the activity in accordance with N.J.A.C. 6A:32-9.1(d) and (e).

Student participation in a program of athletic competition shall be governed by the following eligibility standards:

1. A student in grades 6 through 8 is eligible for participation in school district sponsored programs of athletic competition if he/she passed all courses required for promotion or graduation in the preceding marking period.

~~Home schooled children in grades K through 8 are eligible to participate in school district sponsored programs of athletic competition of this district.~~

*The Board, at its discretion, will permit students who reside in the district and who are not enrolled in the public school to participate in athletics contingent upon on a space available availability in the activity as currently offered basis.*



*Participants will be permitted only on written application and the applicant's assurances that the students agree to be bound by the policies (including 2436, Activity Participation Fee Program), rules and regulations of the district.*

2. A student in any grade must maintain a satisfactory record of attendance to be eligible for participation in school district sponsored programs of athletic competition. An attendance record is unsatisfactory if the number of unexcused absences exceed 9 school days in the marking period prior to the student commencing participation in school district sponsored programs of athletic competition.

A student who is absent with an unexcused absence for a school day may not participate in school district sponsored programs of athletic competition the afternoon or evening of that school day.

A student who is serving an in-school or out-of-school suspension may not participate in school district sponsored programs of athletic competition while serving the suspension.

3. A student in any grade who fails to observe school rules for student conduct may forfeit his/her eligibility for participation in school district sponsored programs of athletic competition.]

Notice of the school district's eligibility requirements shall be available to students.

Required Examinations – Interscholastic or Intramural Team or Squad



Students enrolled in grades six to twelve must receive a medical examination, in accordance with the provisions of N.J.S.A. 18A:40-41.7, prior to participation on a school-sponsored interscholastic or intramural team or squad and any cheerleading program or activity.

The examination shall be conducted within 365 days prior to the first day of official practice in an athletic season with examinations being conducted at the medical home of the student. The “medical home” is defined as a health care provider and that provider’s practice site chosen by the student’s parent for the provision of health care pursuant to N.J.A.C. 6A:16-1.3. If a student does not have a medical home, the school district shall provide the examination at the school physician’s office or other comparably equipped facility. The parent may choose either the school physician or their own private physician to provide this medical examination. The medical examination required prior to participation shall be in accordance with the requirements as outlined in N.J.A.C. 6A:16-2.2(h)1 and Regulation 2431.2 and shall be documented using the Preparticipation Physical Evaluation form required by the Department of Education.

The school district shall distribute the Commissioner of Education developed sudden cardiac arrest pamphlet to a student participating in or desiring to participate in an athletic activity, as defined in N.J.S.A. 18A:40-41.e., and the student’s parent(s) shall each year and prior to participation by the student in an athletic activity comply with the requirements of N.J.S.A. 18A:40-41.d.

The school district shall annually distribute the Commissioner of Education developed educational fact sheet relative to use and misuse of opioid drugs for sports related injuries to parents of students who participate in athletic activities and comply with the requirements of N.J.S.A. 18A:40-41.10.

Information concerning a student’s HIV/AIDS status shall not be required as part of the medical examination or health history pursuant to N.J.S.A. 26:5C-1 et seq. The health findings of this medical examination shall be maintained as part of the student’s health record.

## Emergency Procedures



Athletic coaches shall be trained in first aid to include sports-related concussion and head injuries, the use of a defibrillator, the identification of student-athletes who are injured or disabled in the course of any athletic program or activity, and any other first aid procedures or other health related trainings required by law or the Superintendent.

The Superintendent or designee shall establish and implement an emergency action plan for responding to a serious or potentially life-threatening sports-related injury in accordance with N.J.S.A. 18A:40-41.11. The plan shall document the proper procedures to be followed when a student sustains a serious injury while participating in sports or other athletic activity in accordance with N.J.S.A. 18A:40-41.11.

The emergency action plan shall be reviewed annually and updated as necessary. The plan shall be rehearsed annually in each school by the individuals who will be responsible for executing the plan in an emergency pursuant to N.J.S.A. 18A:40-41.11.

The Superintendent or designee shall prepare procedures for responding to a non-serious or non-life-threatening injury sustained by a student while participating in sports or other athletic activity. These procedures shall be reviewed annually, updated as necessary, and disseminated to appropriate staff members.

### Interscholastic Standards

The Board shall approve annually a program of interscholastic athletics and shall require that all facilities utilized in that program, whether or not the property of this Board, properly safeguard both players and spectators and are kept free from hazardous conditions.

The Board adopts the Constitution, Bylaws, Rules, and Regulations of the New Jersey State Interscholastic Athletic Association as Board policy and shall review such rules on a regular basis to ascertain they continue to be in conformity with the objectives of this Board.



N.J.S.A. 2C:21-11

N.J.S.A. 18A:11-3 et seq.; 18A:40-41; 18A:40-41.10; 18A:40-41.11

N.J.A.C. 6A:7-1.7(d); 6A:16-1.3; 6A:16-2.1 et seq.; 6A:32-9.1

Adopted:07/27/18

Revised: 11/23/20

## 7510 USE OF SCHOOL FACILITIES (M)

**[See POLICY ALERT No. 196 and 221]**

### **M**

The Board of Education believes the school facilities of this district should be made available for community purposes, provided that such use does not interfere with the educational and co-curricular programs of the school district. For the purpose of this policy, “school facilities” also includes school grounds.

---



The Board will permit the use of school facilities when such permission has been requested in writing and has been approved by the Superintendent. The Board reserves the right to withdraw permission after it has been granted in the event circumstances change requiring such school facilities or school grounds will be needed for a school district purpose or due to a school closing due to weather or other emergency.

In weighing competing requests for the use of school facilities, the Board will give priority to the following uses, in the descending order given:

**~~Number the following uses in the appropriate order~~**

- 1 Uses and groups directly related to the schools and the operations of the schools, including student and teacher groups;
- 2 Uses and organizations indirectly related to the schools, including the P.T.A., P.T.O., Home-School Association, and other school-parent related organizations;
- 3 Departments and agencies of the municipal government;
- 4 Governmental agencies;
- 5 Community organizations formed for charitable, civic, social, or educational purposes;
- 6 Community church groups;
- 7 Private groups and organizations;
- 8 Community political organizations.

**~~Optional~~**

~~The use of school facilities will not be granted for the advantage of any commercial or profit-making organization, partisan political activity, or any private social function.~~

The use of school facilities will not be granted for any purpose that is prohibited by law.

Each user shall present evidence of the purchase of organizational liability insurance to the limit as prescribed by district regulations. Each user shall inspect any facility or school grounds to be used prior to such use and shall notify a district representative of any existing safety or dangerous conditions. In the event such conditions exist, the district may cancel or modify the user's access to the school facility until such conditions



are addressed. Users shall be financially liable for damage to the facilities and for proper chaperonage as required by the school district administration.

Use of school equipment in conjunction with the use of school facilities must be specifically requested in writing and may be granted in accordance with Policy No. 7520. The users of school equipment must accept liability for any damage or loss to such equipment that occurs while it is in their use, regardless of any assignment of negligence. Where rules so specify, certain items of equipment may only be used by a qualified operator approved by the school district administration.

The Board shall approve annually a schedule of fees for the use of school facilities based upon the following guidelines:

1. The use of school facilities for activities directly related to the educational program and district operations

**Optional**

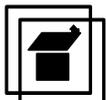
**[and use by \_\_\_\_\_ (list organizations)]**

shall be without cost to the user except that the user shall be responsible for any custodial costs incurred by the use and any fees charged by a law enforcement agency in connection with the use.

2. All other organizations or persons granted the use of school shall pay in advance the scheduled fee and the cost of any additional staff services required by the use.

The school district shall provide a copy of Policy and Regulation 2431.4 – Prevention and Treatment of Sports-Related Concussions and Head Injuries to all youth sports team organizations that operate on school grounds or in school facilities. In accordance with the provisions of N.J.S.A. 18A:40-41.5, the school district shall not be liable for the injury or death of a person due to the action or inaction of persons employed by, or under contract with, a youth sports team organization that uses school facilities or operates on school grounds if the youth sports team organization provides the school district proof of an insurance policy in the amount of not less than \$50,000 per person, per occurrence; insuring the youth sports team organization against liability for any bodily injury suffered by a person. The youth sports team organization must also provide a statement of compliance with the school district’s Policy and Regulation 2431.4 - Prevention and Treatment of Sports-Related Concussions and Head Injuries.

For the purpose of this Policy, a “youth sports team organization” means one or more sports teams organized pursuant to a nonprofit or similar charter or which are member



teams in a league organized by or affiliated with a county or municipal recreation department.

The Board shall provide to all persons who supervise youth programs that are not sponsored by the school district, but operate a program in a district building before or after school hours, on the weekend, or during a period when school is not in session, information on the district's school practices and procedures in the event of a school safety or security incident at a school including non-confidential information on evacuation procedures, emergency response protocols, and emergency contact information in accordance with the provisions of N.J.S.A. 18A:41-7.

The Superintendent shall develop regulations for the use of school facilities; such regulations shall be distributed to every user of the facilities and every applicant for the use of school facilities. Permission to use school facilities shall be granted only to persons and organizations that agree to the terms of Policy and Regulation 7510, the requirements as outlined in the use of school facilities application, and in accordance with the terms outlined in the approval granted by the school district.

N.J.S.A. 18A:20-20; 18A:20-34; 18A:41-7

Adopted:



BYLAWS  
0145/page 1 of 2  
Board Member Resignation and Removal  
Jan 21  
**M**

**[See POLICY ALERT Nos. 94, 113, and 222]**



0145 BOARD MEMBER RESIGNATION AND REMOVAL

The membership of a Board of Education member shall terminate immediately upon:

1. The cessation of the member's bona fide residency in the school district the member represents (N.J.S.A. 18A:12-2.2); or
2. The member's election or appointment to the office of mayor or member of the governing body of Allamuchy Township (municipality(ies) within district) (N.J.S.A. 18A:12-2.2); or
3. The member's disqualification from voting pursuant to N.J.S.A. 19:4-1 (N.J.S.A. 18A:12-2.2); or
4. ~~The member's conviction for false swearing for having falsely affirmed or declared that he/she is qualified to vote~~ **falsely affirms or declares that he/she is not disqualified as a voter pursuant to N.J.S.A. 19:4-1 or that he/she is not disqualified from membership on the Board due to conviction of a crime or offense listed in N.J.S.A. 18A:12-1; or**
5. The removal of the member by the Commissioner of Education; or
6. Recall of a Board member pursuant to N.J.S.A. 19:27A-1 et seq.

~~A member who fails to attend three consecutive~~

**Optional**

~~{regular}~~

**A member who fails to attend three consecutive** meetings of the Board without good cause may be removed from office on the affirmative votes by majority of the remaining Board members, provided that:

BYLAWS  
0145/page 2 of 2  
Board Member Resignation and Removal

1. The member's removal was proposed at the immediately previous Board meeting; and



2. Notice of the proposed removal was given to the affected member at least \_\_\_\_\_ **forty-eight** hours in advance of the meeting at which the vote will be taken.

N.J.S.A. 18A:12-2; **18A:12-2.2**; 18A:12-3; 18A:12-29  
N.J.S.A. 19:27A-1 et seq.

Adopted:

BYLAWS  
0164.6/page 1 of 13  
Remote Public Board Meetings  
During a Declared Emergency  
Jan 21  
**M**



[See POLICY ALERT No. 222]

0164.6 REMOTE PUBLIC BOARD MEETINGS DURING  
A DECLARED EMERGENCY

A. Purpose – N.J.A.C. 5:39-1.1

1. The purpose of N.J.A.C. 5:39-1.1 et seq. and Bylaw 0164.6 is to ensure a Board of Education or Board of Trustees of a charter school can conduct official public business in an open and transparent manner whenever a declared emergency requires a local public body to conduct a public meeting without physical attendance by members of the public.
2. Nothing in N.J.A.C. 5:39-1.1 et seq. prevents a local public body from holding a remote public meeting under such other circumstances as may be permitted by the Open Public Meetings Act, N.J.S.A. 10:4-1 et seq.

B. Definitions – N.J.A.C. 5:39-1.2

For the purpose of this Bylaw and in accordance with N.J.A.C. 5:39-1.2, the following words and terms have the following meanings, unless the context clearly indicates otherwise:

"Adequate notice" shall have the same definition as at N.J.S.A. 10:4-8; however, for the purpose of N.J.A.C. 5:39-1.1 et seq., and to the extent not otherwise set forth at N.J.S.A. 10:4-8, the notice transmitted to at least two newspapers for publication may occur through electronic mail or other electronic means that is accepted or requested by the newspaper.

"Annual notice" means a schedule of regular meetings of the public body to be held in the succeeding year noticed pursuant to N.J.S.A. 10:4-8 and 10:4-18. For the purpose of N.J.A.C. 5:39-1.1 et seq., the annual notice may be transmitted through electronic mail to newspapers and persons requesting an annual notice pursuant to N.J.S.A. 10:4-18. If the declared emergency prevents the local public body from mailing an annual notice to individuals requesting notice pursuant to N.J.S.A. 10:4-18, it shall be mailed to individuals for whom the local public body does not have an electronic mail account as soon as practicable.

BYLAWS  
0164.6/page 2 of 13  
Remote Public Board Meetings  
During a Declared Emergency



“Board” or “Board of Education” means a Board of Education or a Board of Trustees of a charter school as defined as a “local public body” or “public body” as per N.J.A.C. 5:39-1.2.

"Declared emergency" means a public health emergency, pursuant to the Emergency Health Powers Act, P.L. 2005, c. 222 (N.J.S.A. 26:13-1 et seq.), or a state of emergency, pursuant to P.L. 1942, c. 251 (N.J.S.A. App.A.9-33 et seq.), or both, or a state of local disaster emergency that has been declared by the Governor and is in effect.

"Electronic notice" means advance notice available to the public via electronic transmission 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 shall accurately state whether formal action may or may not be taken at such meeting.

"Internet" means the international computer network of both Federal and non-Federal interoperable packet switched data networks.

"Live streaming" means the live audio and video transmission of a remote public meeting over the Internet.

"Local public body" means any "public body," as that term is defined in N.J.S.A. 10:4-8, with territorial jurisdiction equal to or less than a county. This term shall include Boards of Education, counties, municipalities, boards and commissions created by one or more counties or municipalities, and any authorities subject to N.J.S.A. 40A:5A-1 et seq., including fire districts and other special districts, along with joint meetings or regional service agencies as defined in N.J.S.A. 40A:65-3.

"Public business" means and includes all matters which relate in any way, directly or indirectly, to the performance of the public body’s functions or the conduct of its business.

"Public meeting" means and includes any gathering whether corporeal or by means of communication equipment which is attended by, or open to, all of the members of a public body, held with the intent, on the part of the members of the body present, to discuss or act as a unit upon the specific

BYLAWS  
0164.6/page 3 of 13  
Remote Public Board Meetings  
During a Declared Emergency



public business of that body. Meeting does not mean or include any such gathering (1) attended by less than an effective majority of the members of a public body, or (2) attended by or open to all the members of three or more similar public bodies at a convention or similar gathering.

"Remote public meeting" means a public meeting that is conducted by any means of electronic communication equipment permitted pursuant to N.J.A.C. 5:39-1.1 et seq.

C. Circumstances Under Which a Board of Education May Hold a Remote Public Meeting During a Declared Emergency for Conducting Public Business – N.J.A.C. 5:39-1.3

1. In addition to any circumstances under which public meetings held by means of communication equipment may be authorized pursuant to the Open Public Meetings Act, N.J.S.A. 10:4-1 et seq., the Board may hold a remote public meeting to conduct public business during a declared emergency if the emergency reasonably prevents the Board from safely conducting public business at a physical location with members of the public present.
2. If, during a declared emergency, the Board holds a physical meeting in a location where, pursuant to State and/or Federal guidelines meant to mitigate the risk of a contagious infection, the declared emergency necessitates capacity restrictions reducing the number of individuals that can be present in the meeting room to an amount below that reasonably expected for the public meeting by the Board, the Board must either hold the public meeting at another location with adequate capacity for the reasonably expected attendance by the public or hold the public meeting as both an in-person meeting and a remote public meeting.
  - a. As set forth at N.J.A.C. 5:39-1.4(c), no in-person meeting shall proceed if the room capacity does not permit any member of the public to attend.



## During a Declared Emergency

3. Nothing in N.J.A.C. 5:39-1.3 shall be interpreted to prevent the Board from broadcasting the audio and/or video of, or taking remote public comment during, a public meeting that the public can physically attend without being subject to public health-related capacity restrictions.
- D. Minimum Technological and Procedural Requirements for Remote Public Meetings Necessitated by a Declared Emergency – N.J.A.C. 5:39-1.4
1. If a declared emergency requires the Board to hold a remote public meeting to conduct public business, the Board shall use an electronic communications technology that is routinely used in academic, business, and professional settings, and can be accessed by the public at no cost.
    - a. Participant capacity on the selected platform should be consistent with the reasonable expectation of the public body for public meetings of the type being held and shall not be limited to fewer than fifty public participants (beyond those persons required to conduct business at the meeting).
  2. Remote public meetings may be held by means including, but not limited to, audio-only teleconferencing, electronic communications platforms with video and audio, and Internet-accessible technology, such as live-streaming.
    - a. If an electronic communications platform or Internet-accessible technology is being utilized for a remote public meeting, a telephonic conference line shall also be provided to allow members of the public to dial-in by telephone to listen and provide public comment as otherwise required by law.
    - b. The Board [~~X~~ shall \_\_\_ shall not] require members of the public to state, prior to providing public comment, whether they wish to speak and to identify themselves prior to speaking.



Remote Public Board Meetings  
During a Declared Emergency

3. The Board shall provide the public with similar access to a remote public meeting as members of the Board, staff of the Board, and any individuals seeking one or more approvals from the Board.
  - a. If a remote public meeting is held by audio and video, the public shall also have the opportunity to participate in the meeting in both audio and video capacities.
  - b. The Board meeting held in-person shall not prohibit members of the public from attending in-person.
4. Any remote public meeting where sworn testimony is being taken shall be broadcast by video, as well as by audio.
  - a. All individuals giving sworn testimony at a remote public meeting shall appear by video in addition to audio.
5. Any presentations or documents that would otherwise be viewed or made available to members of the public physically attending the Board meeting shall be made visible on a video broadcast of the remote public meeting or made available on the Internet website or webpage of the entity governed by the Board, or the Internet website or webpage of the entity responsible for appointing the members of the Board.
  - a. If a document would be made available to individual members of the public in hard copy while physically attending the meeting, the document shall be made available in advance of the meeting for download through an internet link appearing either on the meeting notice, or near the posting of the meeting notice, both on the website and at the building where the meeting would otherwise be held.
  - b. If the Board does not have its own website, such documents shall be available upon request ahead of the meeting and provided through an official social media account if one exists.

BYLAWS



6. The Board holding a remote public meeting shall allow members of the public to make public comment by audio, or by audio and video, if the remote public meeting is held over both audio and video, during the meeting.
  - a. In advance of the remote public meeting, the Board shall allow public comments to be submitted to the Superintendent or designee ~~(official responsible for creating the meeting agenda)~~ by electronic mail and in written letter form by a reasonable deadline.
  - b. The Board shall [X accept \_\_\_ not accept] text-based public comment received during a remote public meeting held through an electronic communications platform or Internet-accessible technology. Public comments submitted before the remote public meeting through electronic mail or by written letter shall be read aloud and addressed during the remote public meeting in a manner audible to all meeting participants and the public.
  - c. The Board shall impose a reasonable time limit, where permitted by law, of [\_\_\_ three \_\_\_ four X five] minutes on individual public comments and the same limits shall be placed on the reading of written comments. Each comment shall be read from the beginning, until the time limit is reached. The Board may pass over duplicate written comments; however, each duplicate comment shall be noted for the record with the content summarized. If the Board elects to summarize duplicative comments, the Board must not summarize certain duplicative comments while reading other duplicative comments individually.
7. The electronic communications technology used for a remote public meeting must have a function that allows the Board to mute the audio of all members of the public, as well as allow members of the public to mute themselves.



BYLAWS  
0164.6/page 7 of 13  
Remote Public Board Meetings  
During a Declared Emergency

- a. Any electronic communications platform or Internet-accessible technology used for a remote public meeting shall also allow the Board to regulate participation by individual members of the public.
  - b. A telephonic audio conference call line must have a queueing or similar function for regulating public comment.
8. Subject to D.5. and D.6. above, the Board shall adopt, by resolution, standard procedures and requirements for public comment made during a remote public meeting, as well as for public comments submitted in writing ahead of the remote public meeting.
- a. Such procedures and requirements shall include standards of conduct to be followed by members of the public when making comment.
  - b. The procedures and requirements for making public comment, along with an explanation of the audio muting function of the electronic communications platform being used, shall be announced at the beginning of the remote public meeting.
  - c. Regulation of conduct by members of the public on a remote public meeting shall be consistent with law and practices followed if a member of the public disrupts an in-person meeting. The following procedures shall be incorporated:
    - (1) The Board shall facilitate a dialogue with the commenter to the extent permitted by the electronic communications technology;



BYLAWS  
0164.6/page 8 of 13  
Remote Public Board Meetings  
During a Declared Emergency

- (2) If a member of the public becomes disruptive during a remote public meeting, including during any period for public comment, the member of the Board charged with running the remote public meeting shall mute or continue muting, or direct appropriate staff to mute or continue muting, the disruptive member of the public and warn that continued disruption may result in being prevented from speaking during the remote public meeting or removed from the remote public meeting.
    - (a) Disruptive conduct includes sustained inappropriate behaviors, such as, but not necessarily limited to, shouting, interruption, and use of profanity.
  - (3) A member of the public who continues to act in a disruptive manner after receiving an initial warning may be muted while other members of the public are allowed to proceed with their questions or comments.
    - (a) If time permits, the disruptive individual shall be allowed to speak after all other members of the public have been given the opportunity to make their comment. Should the person remain disruptive, the individual may be muted or kept on mute for the remainder of the remote public meeting, or removed from the remote public meeting.
9. Electronic communications platforms and Internet-accessible technologies used for remote public meetings shall be hosted on FedRAMP Moderate Impact Level Authorized dedicated servers or in a FedRAMP Moderate Impact Level Authorized Cloud, unless the host of the dedicated servers or cloud provides annual evidence



of satisfactory cybersecurity internal controls through a SOC2 audit report.

BYLAWS  
0164.6/page 9 of 13  
Remote Public Board Meetings  
During a Declared Emergency

- a. When using cloud services, the technology vendor shall check provider credentials and contracts to ensure FedRAMP Moderate Impact compliance unless annual evidence of satisfactory internal controls is provided through a SOC2 audit report.
- E. Notice of Remote Public Meetings; Statement in Minutes – N.J.A.C. 5:39-1.5
1. Adequate notice of a remote public meeting must include, in addition to the content required pursuant to N.J.S.A. 10:4-8, clear and concise instructions for accessing the remote public meeting, the means for making public comment, and where relevant documents, if any, will be made available.
  2. In addition to adequate notice, the Board shall also provide electronic notice of a remote public meeting, except as may be permitted pursuant to N.J.S.A. 10:4-9.3 and E.3. below.
    - a. The electronic notice shall contain the content required pursuant to N.J.S.A. 10:4-8 and 10:4-9.1 and E.1. above, and shall be posted on the Internet website or webpage of Board and/or school district, or the entity responsible for appointing the members of the Board.
      - (1) If the Board does not have a website, electronic notice shall be provided on an official social media platform of the Board; however, electronic notice is not required if the Board does not have an internet presence.
      - (2) Unless otherwise prohibited by the declared emergency, the content of the electronic notice shall also be posted on the main access door of the building where the public would routinely attend



public meetings of the Board in-person. The notice must be viewable from the outside.

BYLAWS  
0164.6/page 10 of 13  
Remote Public Board Meetings  
During a Declared Emergency

3. If during a declared emergency the Board elects to issue electronic notice of a remote public meeting in lieu of, rather than in addition to, adequate public notice, as permitted pursuant to N.J.S.A. 10:4-9.3, the Board shall limit public business discussed or effectuated at the meeting to matters:
  - a. Necessary for the continuing operation of government and which relate to the emergency declaration connected with the declared emergency; or
  - b. Requiring decision during the remote public meeting due to imminent time constraints.
4. Nothing in N.J.A.C. 5:39-1.5 prohibits the Board from holding a remote public meeting, notwithstanding the failure to provide adequate notice and electronic notice where permitted pursuant to N.J.S.A. 10:4-9.
5. If the Board expects to conduct remote public meetings for a series of regularly scheduled meetings advertised in its annual notice, the annual notice shall be revised at least seven days prior to the next regularly scheduled meeting, indicating which meeting(s) will be held as a remote public meeting and shall contain clear and concise instructions for accessing those remote public meetings, the means for making public comment, and where relevant documents, if any, will be made available.
  - a. In addition to the means of notice transmission required pursuant to N.J.S.A. 10:4-18, the revised annual notice shall be posted on the Internet website or webpage of the Board and/or school district, or the entity responsible for appointing the members of the Board.



- b. If the Board does not have its own website, the revised notice shall be provided on an official social media platform unless the Board does not have an Internet presence.

BYLAWS  
0164.6/page 11 of 13  
Remote Public Board Meetings  
During a Declared Emergency

- c. Unless otherwise prohibited by the declared emergency, the content of the electronic notice shall also be posted on the door of the main public entrance to the building where the public would routinely attend public meetings held by the Board.
  - (1) Notice must also be posted on the door for any designated and clearly delineated handicap accessible entrance. These notices must be viewable from the outside.
- 6. If a previously scheduled Board meeting was to allow public attendance without a public health-related restriction as to capacity, but the Board intends to hold the same meeting as a remote public meeting due to a declared emergency and the change is not reflected in a revised annual notice issued pursuant to E.5. above, the Board shall issue adequate and electronic notice for said meeting pursuant to E.1. and E.2. above as if the meeting were not included in the annual notice.
- 7. At the commencement of every remote public meeting of the Board, the person presiding shall announce publicly, and shall cause to be entered in the minutes of the meeting, an accurate statement to the effect that:
  - a. Both adequate and electronic notice of the meeting has been provided, specifying the time, place, and manner in which such notice was provided;
  - b. Only electronic notice of the meeting has been provided, specifying the time, place, and manner in which such notice



was provided, and that discussion and effectuation of public business shall be limited to only those matters:

- (1) Necessary for the continuing operation of government and that relate to the applicable emergency declaration; or

BYLAWS  
0164.6/page 12 of 13  
Remote Public Board Meetings  
During a Declared Emergency

- (2) Requiring decision during the remote public meeting due to imminent time constraints; or
- c. That adequate notice and electronic notice was not provided, in which case such announcement shall state:

- (1) The reason(s) why the matter(s) discussed are of such urgency and importance, as contemplated pursuant to N.J.S.A. 10:4-9(b)(1), and the nature of the substantial harm to the public interest likely to result from a delay in the holding of the meeting;
- (2) That the remote public meeting will be limited to discussion of, and acting with respect to, such matters of urgency and importance;
- (3) The time, place, and manner in which notice of the meeting was provided; and
- (4) Either that the need for such meeting could not reasonably have been foreseen at a time when adequate notice and/or electronic notice could have been provided, in which event, such announcement shall specify the reason why such need could not reasonably have been foreseen; or that such need could reasonably have been foreseen at a time when adequate notice and/or electronic notice could have been provided, but such notice was not provided, in which event the announcement shall specify the reason why adequate notice and/or electronic notice was not provided.



8. Where the Board is required by law to provide a meeting agenda, or otherwise provides a meeting agenda by practice at its regularly scheduled meetings, prior to the commencement of the remote public meeting, the Board shall also make a copy of the agenda available to the public for download through an Internet link appearing either on the meeting notice, or near the posting of the meeting notice on the website.

BYLAWS  
0164.6/page 13 of 13  
Remote Public Board Meetings  
During a Declared Emergency

- a. The notice shall also be posted at the building where the meeting would otherwise be held prior to the commencement of the remote public meeting.

F. Executive or Closed Session During Remote Public Meetings

1. A Board entering into an executive or closed session shall ensure that audio or video of the session cannot be accessed, except by those individuals that are participating in the session.
  - a. A separate non-public conference line or e-platform session may be employed for this purpose.
2. The secretary of the Board should take roll call with each individual affirmatively identifying themselves prior to commencing the closed session.
3. If a closed session is held through a telephonic conference call a separate call-in line should be made available to ensure confidentiality.
4. For closed sessions during remote public meetings held through video conferencing, audio recording should be muted and video recording blocked by a graphic labeled “Executive Session”.
5. As with in-person meetings, the Board shall have read into the record the reason(s) for entering into executive session.

N.J.A.C. 5:39-1.1 et seq.



Adopted:

ADMINISTRATION  
1643/page 1 of 41  
Family Leave  
Jan 21  
**M**

[See POLICY ALERT No. 222]

### 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 twelve months or more, who has worked 1,000 or more base hours during the preceding twelve month period.

ADMINISTRATION  
1643/page 2 of 41  
Family Leave

“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.

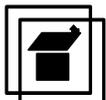
As used in the definition of a serious health condition, “continuing medical treatment or continuing supervision by a health care provider” means:

- a. A period of incapacity (that is, inability to work, attend school, or perform regular daily activities due to a serious

ADMINISTRATION  
1643/page 3 of 41  
Family Leave

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.

ADMINISTRATION  
1643/page 4 of 41  
Family Leave

“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;

ADMINISTRATION  
1643/page 5 of 41  
Family Leave

- (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 twelve months or more, and has worked 1,000 or more base hours during the preceding twelve month period.

ADMINISTRATION  
1643/page 6 of 41  
Family Leave

- c. The method to determine the twenty-four month period in which the twelve weeks of NJFLA leave entitlement occurs shall be

**{Select one option**

~~\_\_\_\_\_~~ the calendar year.

~~\_\_\_\_\_~~ any fixed “leave year,” such as a fiscal year or a year starting on a staff member’s “anniversary date”.

~~\_\_\_\_\_~~ the twenty-four month period measured forward from the date any staff member’s first leave under NJFLA begins.

**X** a “rolling” twenty-four month period measured backward from the date a staff member uses any leave under NJFLA. **(Recommended)**

- 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.

ADMINISTRATION  
1643/page 7 of 41  
Family 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.
  - (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.

ADMINISTRATION  
1643/page 8 of 41  
Family Leave

- (1) A staff member is entitled to take NJFLA leave intermittently for the birth of a child of the staff member, including a child born pursuant to a valid written agreement between the staff member and a gestational carrier or the placement of a child into foster care with the staff member or in connection with adoption of such child by the staff member.
  - (a) The staff member shall provide the Board with prior notice of not less than fifteen calendar days before the first day on which NJFLI benefits are paid for the intermittent NJFLA leave, unless an emergency or other unforeseen circumstance precludes prior notice.
  - (b) The staff member shall make a reasonable effort to schedule the intermittent NJFLA leave so as not to unduly disrupt the operations 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:

ADMINISTRATION  
1643/page 9 of 41  
Family Leave

- (a) The total time which the intermittent NJFLA leave is taken does not exceed twelve months if taken in connection with a single serious health condition. If the intermittent NJFLA leave is taken in connection with more than one serious health condition, the intermittent NJFLA leave must be taken within a consecutive twenty-four month period or until such time the twelve week NJFLA leave is exhausted, whichever is shorter;
- (b) The staff member provides the Board with prior notice of not less than fifteen calendar days before the first day on which benefits are paid for the intermittent NJFLA leave.
  - (i) The staff member may provide notice less than fifteen days prior to the intermittent NJFLA leave if an



emergency or other unforeseen circumstance precludes prior notice;

- (c) The staff member makes a reasonable effort to schedule the intermittent NJFLA leave so as not to unduly disrupt the operations of the school district and, if possible, provide the school district, prior to the commencement of intermittent NJFLA leave, with a regular schedule of the days or days of the week on which the intermittent NJFLA leave will be taken; and
- (d) The staff member provides the Board with a copy of the certification outlined in A.5.c. below.

ADMINISTRATION  
1643/page 10 of 41  
Family Leave

- (3) In the case of NJFLA leave taken due to an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of the communicable disease, the NJFLA leave may only be taken intermittently if:
  - (a) The staff member provides the Board with prior notice of the intermittent NJFLA leave as soon as practicable;
  - (b) The staff member makes a reasonable effort to schedule the NJFLA leave so as not to unduly disrupt the operations of the school district and, if possible, provide the school district prior to the commencement of the intermittent NJFLA leave, with a regular schedule of the day or days of the week on



which the intermittent NJFLA leave will be taken; and

- (c) A staff member provides the Board with a copy of the certification outlined in A.5.d. below.
- (4) Intermittent leave taken on a reduced leave schedule is NJFLA leave due to a single qualifying reason, that is scheduled for fewer than a staff member's usual number of hours worked per workweek, but not for fewer than a staff member's usual number of hours worked per workday and may only be taken to care for the serious health condition of a family member of a staff member when medically necessary, except that:
- (a) A staff member shall not be entitled to intermittent NJFLA leave on a reduced leave schedule for a period exceeding twelve consecutive months for any one period of NJFLA leave;

ADMINISTRATION  
1643/page 11 of 41  
Family 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 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.

ADMINISTRATION  
1643/page 12 of 41  
Family Leave

- (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.
  - (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.
- ADMINISTRATION  
1643/page 13 of 41  
Family 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;
- (5) An estimate of the amount of time the staff member is needed for participation in the care of the family member;

ADMINISTRATION  
1643/page 14 of 41  
Family Leave

- (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;

ADMINISTRATION  
1643/page 15 of 41  
Family Leave

(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:

ADMINISTRATION  
1643/page 16 of 41  
Family Leave

- (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.

ADMINISTRATION  
1643/page 17 of 41  
Family Leave

- 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

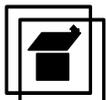
a. Accrued Paid NJFLA Leave

- (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.

ADMINISTRATION  
1643/page 18 of 41  
Family Leave

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.

ADMINISTRATION

1643/page 19 of 41

Family Leave

- 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.”

ADMINISTRATION  
1643/page 20 of 41  
Family Leave

“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;

ADMINISTRATION  
1643/page 21 of 41  
Family Leave

- (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.

ADMINISTRATION  
1643/page 22 of 41  
Family Leave

- c. The method to determine the twelve month period in which the twelve weeks of FMLA leave entitlement occurs will be



~~{Select one option~~

~~\_\_\_\_\_ the calendar year.~~

~~\_\_\_\_\_ a school year.~~

~~\_\_\_\_\_ a staff member's employment anniversary date.~~

~~\_\_\_\_\_ the twelve month period measured forward from when a staff member's first FMLA leave begins.~~

**X** a "rolling" twelve month period measured backward from the date a staff member uses any FMLA leave. **(Recommended)**

- 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.

ADMINISTRATION  
1643/page 23 of 41  
Family Leave

- b. Intermittent FMLA leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced



FMLA leave schedule is a FMLA leave schedule that reduces a staff member's usual number of working hours per workweek, or hours per workday. A reduced FMLA leave schedule is a change in a staff member's schedule for a period of time, normally from full-time to part-time.

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

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

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

ADMINISTRATION  
1643/page 24 of 41  
Family Leave



- (iii) Intermittent FMLA leave may be taken for a serious health condition of a parent, son, or daughter, for a staff member's own serious health condition, which requires treatment by a health care provider periodically, rather than for one continuous period of time, and may include FMLA leave of periods from an hour or more to several weeks.
  
- (b) For planned and/or unanticipated medical treatment of a serious health condition when medically necessary.
  
- (c) To provide care or psychological comfort to a covered family member with a serious health condition when medically necessary.
  
- (d) For absences where a staff member or family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition even if he or she does not receive treatment by a health care provider.
  
- (e) For FMLA leave taken after the birth of a healthy child or placement of a healthy child for adoption or foster care, only if the Board agrees.
  - (i) The Board's agreement is not required; however, for FMLA leave during which the mother has a serious health condition in connection with the birth of her child or if the newborn child has a serious health condition.

ADMINISTRATION  
1643/page 25 of 41  
Family Leave



- (2) If a staff member needs FMLA leave intermittently or on a reduced FMLA leave schedule for planned medical treatment, then a staff member must make a reasonable effort to schedule the treatment so as not to disrupt unduly the Board's operations.
- (3) When a staff member takes FMLA leave on an intermittent or reduced FMLA leave schedule basis, the Board must account for the FMLA leave using an increment no greater than the shortest period of time that the Board uses to account for use of other forms of leave provided that it is not greater than one hour and provided further that a staff member's FMLA leave entitlement may not be reduced by more than the amount of FMLA leave actually taken.
  - (a) If the Board accounts for use of leave in varying increments at different times of the day or shift, the Board may not account for FMLA leave in a larger increment than the shortest period used to account for other leave during the period in which the FMLA leave is taken.
  - (b) If the Board accounts for other forms of leave use in increments greater than one hour, the Board must account for FMLA leave use in increments no greater than one hour.

5. Staff Member Notice Requirements

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

ADMINISTRATION  
1643/page 26 of 41  
Family Leave



- (1) If thirty days is not practical, a staff member must provide notice “as soon as practicable” which means as soon as both possible and practical, taking into account all the facts and circumstances in the individual case.
- (2) Where it is not possible to give as much as thirty days’ notice, “as soon as practical” ordinarily would mean at least verbal notification to the Superintendent or designee within one or two business days or when the need for FMLA leave becomes known to a staff member.
- (3) The written notice shall include the reasons for the FMLA leave, the anticipated duration of the FMLA leave, and the anticipated start of the FMLA leave.
- (4) When planning medical treatment, a staff member must consult with the Superintendent or designee and make a reasonable effort to schedule the FMLA leave so as not to unduly disrupt the educational program, subject to the approval of the health care provider.
  - (a) Staff members are ordinarily expected to consult with the Superintendent or designee prior to scheduling of treatment that would require FMLA leave for a schedule that best suits the needs of the Board and a staff member.
- (5) Intermittent FMLA leave or FMLA leave on a reduced FMLA leave schedule must be medically necessary due to a serious health condition or a serious injury or illness. A staff member shall advise the Board of the reasons why the intermittent/reduced FMLA leave schedule is necessary and of the schedule for treatment, if applicable.

ADMINISTRATION  
1643/page 27 of 41



## Family Leave

- (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 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.

ADMINISTRATION



- (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.
    - (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 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 outlines 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.
- j. In the case of a staff member who is required to take FMLA leave until the end of an academic term, only the period of FMLA leave until a staff member is ready and able to return to work shall be charged against a staff member's FMLA leave entitlement.
- k. The Board may require a staff member to stay on FMLA leave until the end of the school term. Any additional leave required by the Board to the end of the school term is not counted as FMLA leave; however:



- (1) The Board shall be required to maintain a staff member's group health insurance; and
  - (2) The Board shall be required to restore a staff member to the same or equivalent job including other benefits at the conclusion of the leave.
8. FMLA Leave Related to Military Service
- a. Definitions for FMLA related to military service shall be in accordance with 29 CFR §§825.122; .126; .127; and .310.
  - b. The foreign deployment of the staff member's spouse, child, or parent in accordance with 29 CFR §§825.122 and .126:
    - (1) The district must grant an eligible staff member up to twelve work weeks of unpaid, job-protected FMLA leave during any twelve month period for qualifying exigencies that arise when the staff member's spouse, child, or parent is on covered active duty, or has been notified of an impending call or order to covered active duty.
  - c. Military caregiver FMLA leave provides care for a covered servicemember with a serious injury or illness in accordance with 29 CFR §§825.122 and .127:
    - (1) The district must grant up to a total of twenty-six workweeks of unpaid, job-protected FMLA leave during a "single twelve month period" to care for a covered servicemember with a serious injury or illness.



9. Verification

- a. The Board shall require that a staff member's FMLA leave to care for a staff member's covered family member with a serious health condition, or due to a staff member's own serious health condition that makes a staff member unable to perform one or more of the essential functions of a staff member's position, be supported by a certification issued by the health care provider of a staff member or a staff member's family member.
  - (1) The Board must give written notice of a requirement for certification each time a certification is required. The Board's oral request to a staff member to furnish any subsequent certification is sufficient.
  
- b. The Board shall require a staff member furnish certification at the time a staff member gives notice of the need for FMLA leave or within five business days thereafter, or, in the case of unforeseen FMLA leave, within five business days after the FMLA leave commences.
  - (1) The Board may request certification at some later date if the Board later has reason to question the appropriateness of the FMLA leave or its duration.
  - (2) A staff member must provide the requested certification to the Board within fifteen calendar days after the Board's request, unless it is not practicable under the particular circumstances to do so despite a staff member's diligent, good faith efforts or the Board provides more than fifteen calendar days to return the requested certification.



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

ADMINISTRATION

1643/page 33 of 41

Family Leave

- (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 family member's serious health condition, information sufficient to establish the medical

ADMINISTRATION  
1643/page 34 of 41  
Family Leave

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.

ADMINISTRATION  
1643/page 35 of 41  
Family Leave

- (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.

ADMINISTRATION

1643/page 36 of 41

Family Leave

- (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.

ADMINISTRATION  
1643/page 37 of 41  
Family Leave

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.

ADMINISTRATION  
1643/page 38 of 41  
Family Leave

- (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.

ADMINISTRATION  
1643/page 39 of 41  
Family Leave

- (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.

ADMINISTRATION  
1643/page 40 of 41  
Family Leave

2. Non-Tenured Teaching Staff

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

3. Record Keeping

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

ADMINISTRATION  
1643/page 41 of 41  
Family Leave
- (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:

PROGRAM  
2415/page 1 of 7  
**Every Student Succeeds Act**  
~~No Child Left Behind Programs~~  
Jan 21  
M

[See POLICY ALERT Nos. 167, 168, 198 and 222]

2415 EVERY STUDENT SUCCEEDS ACT ~~NO CHILD LEFT BEHIND~~  
PROGRAMS

The ~~No Child Left Behind Act (NCLB) of 2001~~ **Every Student Succeeds Act (ESSA)** is a reauthorization of the Elementary and Secondary Education Act (ESEA)/~~Improving America's Schools Act (IASA) 1994, of 1965 that provides~~ **providing Federal** funds to help all New Jersey's school children achieve, ~~at a minimum, proficiency in the State standards. NCLB embodies four key principles or pillars of education reform: accountability, flexibility, choice, and methodology.~~ **The purpose of the ESSA is to ensure all students have equitable access to high-quality educational resources and opportunities and to close educational achievement gaps.** The Board of Education elects to augment the instructional program of students by projects supported by Federal funds allocated under **the ESSA** ~~NCLB~~ and the district will comply with the requirements of all the programs authorized by **the ESSA** ~~NCLB~~.

The district may be eligible for several grant programs funded through **the ESSA** ~~NCLB~~, including, but not limited to, Title I through Title VII. Many of the Titles



of ~~the ESSA NCLB~~ have several parts and subparts that provide a funding source for specific purposes.

### Application Procedure

The district will submit an annual ~~ESSA No Child Left Behind~~ Consolidated Formula Subgrant Application to the New Jersey Department of Education (NJDOE). The school district's application shall include all information required by the NJDOE and ~~the ESSA NCLB~~ for the district to be considered for funding under ~~the ESSA NCLB~~.

### Covered Programs

**Formula grants under the ESSA are non-competitive grants that school districts are eligible for based on the make-up of their student bodies. These formula grants for each Title are committed to different purposes and may be used to support different activities and programs.**

PROGRAM  
2415/page 2 of 7  
**Every Student Succeeds Act**  
~~No Child Left Behind Programs~~

~~The intent of NCLB is that all children will meet State academic achievement standards to reach their potential through improved programs. The NCLB Consolidated Formula Subgrant includes the following programs:~~

- ~~1. Title I, Part A provides the programs and resources for disadvantaged students to meet this intent. It requires the State and the district to close the achievement gap by placing a highly qualified teacher in every classroom, improving the qualifications of paraprofessionals who work with disadvantaged students, and using instructional practices that have proven to be effective.~~
- ~~2. Title I, Part D serves neglected and delinquent youth in institutions, community day programs, and correctional facilities to assure they also attain high academic levels of performance.~~
- ~~3. Title II, Part A provides the resources for improving teacher and Principal quality and increasing the number of highly qualified teachers and Principals in classrooms and schools, thereby raising student achievement in the academic subjects. It focuses on~~



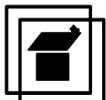
~~preparing, training, and recruiting high-quality teachers and Principals and requires the State to develop plans with annual measurable objectives that will ensure all teachers teaching in core academic subjects are highly qualified by the end of the 2005-2006 school year.~~

- ~~4. Title II, Part D facilitates comprehensive and integrated educational technology strategies that target the specific needs of individual schools. It improves student academic achievement through the use of technology in elementary and secondary schools, while addressing the digital divide such that every student is technologically literate by the end of eighth grade. Effective integration of technology resources and systems with teacher training and curriculum development are encouraged in order to identify and showcase best practices in educational technology.~~
- ~~5. Title III, Part A focuses on the teaching of English to limited English proficient (LEP) children, including immigrant children and youth.~~

PROGRAM  
2415/page 3 of 7  
**Every Student Succeeds Act**  
No Child Left Behind Programs

- ~~6. Title IV, Part A provides resources for fostering a safe and drug-free learning environment that supports academic achievement.~~
- ~~7. Title V, Part A provides a flexible source of funding to help districts in the development and implementation of various innovative reform initiatives.~~
- ~~8. Title VI, Part B addresses the unique needs of rural school districts.~~
- ~~9. Title IX covers the general provisions applicable to some/all of the programs.~~

~~Throughout NCLB, the use of solid research to improve teaching and learning as well as student behavior is required and promoted, and parent(s)/legal guardian(s) are provided with information and options to improve the educational opportunities provided for their children. The emphasis on scientifically based methodology encourages the use of teaching techniques and practices that are founded on research and proven to produce positive results.~~



## Title I

The largest Federal program supporting elementary and secondary education is Title I. ~~The ESSA NCLB~~ strengthens Title I requirements for the State's assessments, accountability system, and support for school improvement. The law also ~~establishes~~ **requires** minimum qualifications for teachers and paraprofessionals in Title I programs.

The school district must use the best available measure for identifying children from low-income families to: identify eligible school attendance areas, determine the ranking of each area, and determine allocations as identified in the Title I guidelines and regulations.

The school district will offer Title I services to eligible children enrolled in private elementary and secondary schools. The services and benefits will be equitable in comparison to services and benefits for participating public school children.

PROGRAM  
2415/page 4 of 7  
**Every Student Succeeds Act**  
~~No Child Left Behind Programs~~

The school district will provide the New Jersey Department of Education assurances it will provide the maximum coordination between the Title I program, the regular school program, and services provided by other programs for specialized populations. The Title I program will consider the special needs of homeless children, migrant children, children with disabilities and limited English proficient (LEP) children. Title I funds will be reserved so that migrant children who are otherwise eligible to receive Title I services, even if they arrive during the school year, are served.

### Type of Title I Program

The school district will offer a \_\_\_\_\_ ~~(School-wide or Target Assistance or Public School Choice)~~ Title I program.

~~School-wide Program~~

~~High-poverty schools (a school with at least those with 40% poverty or any school below 40% poverty with a waiver issued by the New Jersey Department of Education) more students from low-income families) are eligible~~



~~to adopt school-wide programs to raise the achievement of low-achieving students by improving instruction throughout the entire school, thus using Title I funds to serve all children in the school. A school-wide program must be established in accordance with the Title I guidelines and regulations and the New Jersey Department of Education.~~

### **X** Target Assistance Program

Schools that are not eligible for (or do not choose to operate) school-wide Title I programs must use Title I funds to provide targeted services to low-achieving students. A Target Assistance program must be established in accordance with the Title I guidelines and regulations and the New Jersey Department of Education.]

~~Academic Standards, Academic Assessments, and Accountability~~ New Jersey Department of Education Accountability System

PROGRAM  
2415/page 5 of 7  
**Every Student Succeeds Act**  
~~No Child Left Behind Programs~~

The district will comply with the **accountability system requirements established by** ~~of the New Jersey Department of Education and outlined in the New Jersey State Plan and approved by the United States Department of Education as outlined in Policy 2415.01 - Academic Standards, Academic Assessments, and Accountability in accordance with the NJDOE and NCLB.~~

#### Fiscal Responsibility

The district will comply with the requirements as outlined in Policy 2415.02 Title I – Fiscal Responsibilities in accordance with the NJDOE and **the ESSA NCLB.**

#### Staff

The district will comply with the **staff certification requirements of the ESSA and the NJDOE requirements as outlined in Policy 2415.03 – Highly Qualified Teachers** ~~in accordance with the NJDOE and NCLB.~~ In addition, the district will ensure all paraprofessionals meet the requirements as **established required by the ESSA NCLB** and as outlined in Policy 4125 – Employment of Support Staff



Members.

#### Parental Involvement

The district will comply with the requirements as outlined in Policy 2415.04 – Parental Involvement in accordance with the NJDOE and **the ESSA NCLB**.

#### Student Surveys, Analysis, and/or Evaluations

The Protection of Pupil Rights Amendment (PPRA) applies to school districts that receive Federal funding from the United States Department of Education. The district will comply with the requirements as outlined in Policy 2415.05 - Student Surveys, Analysis, and/or Evaluations in accordance with the PPRA.

#### Unsafe School Choice Option

In the event there is a school in the district designated as Persistently Dangerous in accordance with the Victims of Violent Criminal Offenses as outlined in **the ESSA NCLB**, the district will comply with the requirements of Policy 2415.06 – Unsafe School Choice Option in accordance with the NJDOE and **the ESSA NCLB**.

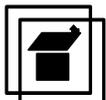
PROGRAM  
2415/page 6 of 7  
**Every Student Succeeds Act**  
~~No Child Left Behind Programs~~

#### Property

Property acquired through Title I funds for use in public or private schools will be acquired in accordance with the Public School Contracts Law, will be held in title by the Board of Education, and will not be used for other purposes so long as it is required in the Title I program. Property no longer required for Title I purposes will be used for other, similarly funded projects or disposed of in accordance with State and Federal guidelines.

#### Capital Expenses

The Superintendent will assure the district abides by New Jersey's Public Contracts Law; consults appropriate private school officials prior to making any decisions regarding capital expenses; ensure funds that are received to cover capital expenses provide equitable Title I services to private school students; ensure accounts for any capital funding is separately maintained; and assure lease



purchase agreements are consistent with applicable statute and administrative code.

#### Post-Award Requirements

The school district will maintain all project records for five years following the completion of the activity for which the funds were used. The school district will prepare and submit all reports as required by the State Department of Education in a timely manner.

#### Supplement, Not Supplant

Grant funds provided under Federal programs, including **the ESEA of 1965 as amended by the ESSA No Child Left Behind funding**, shall supplement, not supplant **the funds that would, in the absence of such other non-Federal funds, be made that are available to provide programs and services to eligible from State and local sources for the education of students; participating in unless otherwise provided in the grant programs assisted under the ESEA of 1965 as amended by the ESSA.**

PROGRAM  
2415/page 7 of 7  
**Every Student Succeeds Act**  
~~No Child Left Behind Programs~~

#### ~~State Waiver from Certain Provisions of No Child Left Behind (NCLB)~~

~~The State of New Jersey may receive a waiver(s) from certain provisions of NCLB from the United States Department of Education. A waiver(s) may affect the applicability of the school district's NCLB policies and/or regulations. In the event a waiver(s) affects the applicability of Board of Education NCLB policies and/or regulations, the waiver provisions shall supersede current Board policies and/or regulations and the school district shall comply with the requirements as outlined by the New Jersey Department of Education in accordance with the waiver(s) application and approval(s) from the United States Department of Education.~~

#### Evaluation

The Superintendent or designee will evaluate the **ESSA NCLB** programs as



required by the United States and the New Jersey Departments of Education.

~~No Child Left Behind Act of 2001~~

**Elementary and Secondary Education Act of 1965 (20 U.S.C. 2701 et seq.) as amended by the Every Student Succeeds Act.**

Adopted:

PROGRAM  
2415.02/page 1 of 2  
Title I – Fiscal Responsibilities  
Jan 21  
M

[See POLICY ALERT Nos. 167 and 222]

2415.02 TITLE I – FISCAL RESPONSIBILITIES

The \_\_\_\_\_ Board of Education will comply with the requirements of the Elementary and Secondary Education Act (**ESEA**) of 1965 (20 U.S.C. 2701 et seq.) as amended by the **Every Student Succeeds Act (ESSA)** ~~No Child Left Behind Act of 2001~~.

Maintenance of Effort

To be in compliance with the requirements of the ~~Elementary and Secondary Education Act of 1965 (20 U.S.C. 2701 et seq.)~~ **ESEA** as amended by the **ESSA** ~~No Child Left Behind Act of 2001, §1120A(a)~~, the \_\_\_\_\_ Board



of Education will maintain **either** a combined fiscal effort per student; or aggregate expenditures; of State and local funds with respect to the provision of the free public education **by** ~~in~~ the Local Education Agency (LEA) for the preceding fiscal year that is not less than ninety percent of the combined fiscal effort per student; or the aggregate expenditures; for the second preceding fiscal year.

#### Comparability with Multiple Schools

To be in compliance with the requirements of the ~~Elementary and Secondary Education Act of 1965 (20 U.S.C. 2701 et seq.) ESEA~~ as amended by the ~~ESSA No Child Left Behind Act of 2001, §1120A(e)~~, the \_\_\_\_\_ Board of Education directs the Superintendent to assign teachers, administrators, and auxiliary personnel to the schools in such a way that the equivalence of personnel is ensured among schools. **The school district will ensure that State and local funds are used to provide comparable services for Title I and non-Title I schools.**

#### Comparability of Materials and Supplies

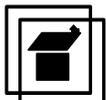
To be in compliance with the requirements of the ~~Elementary and Secondary Education Act of 1965 (20 U.S.C. 2701 et seq.) ESEA~~ as amended by the ~~ESSA No Child Left Behind Act of 2001, §1120A(e)~~, the \_\_\_\_\_ Board of Education directs the Superintendent to distribute curriculum materials and instructional supplies to the schools in such a way that the equivalence of such material is ensured among schools.

PROGRAM  
2415.02/page 2 of 2  
Title I – Fiscal Responsibilities

#### Supplement, Not Supplant

**Grant funds provided under Federal programs, including the ESEA as amended by the ESSA, shall supplement, not supplant the funds that would, in the absence of such Federal funds, be made available from State and local sources for the education of students participating in programs assisted under the ESEA as amended by the ESSA.**

~~No Child Left Behind Act of 2001, §1120A~~  
**Elementary and Secondary Education Act of 1965 (20 U.S.C. 2701 et seq.) as amended by the Every Student Succeeds Act.**



Adopted:

PROGRAM  
2415.05/page 1 of 3  
Student Surveys, Analysis, and/or  
Evaluations  
Jan 21  
M

[See **POLICY ALERT Nos. 167 and 222**]

2415.05 STUDENT SURVEYS, ANALYSIS, AND/OR EVALUATIONS

The Protection of Pupil Rights Amendment (PPRA) (20 U.S.C. §1232h; 34 CFR Part 98) applies to school districts that receive funding from the United States Department of Education.

Consent



PPRA requires written consent from parents/~~legal guardians~~ **of unemancipated minor students** and students who are eighteen years old or emancipated minor students before ~~such minor~~ students are required to participate in a survey, analysis, or evaluation funded in whole or in part by a program of the United States Department of Education that concerns one or more of the following ~~nine~~ areas referred to as “protected information surveys”:

1. Political affiliations or beliefs of the student or student’s parent;
2. Mental or psychological problems of the student or student’s family;
3. Sex behavior or attitudes;
4. Illegal, anti-social, self-incriminating or demeaning behavior;
5. Critical appraisals of others with whom respondents have close family relationships;
6. Legally recognized privileged or analogous relationships, such as with lawyers, physicians, and ministers;
7. Religious practices, affiliations, or beliefs of the student or parents;
8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program); or
9. Social security number.

PROGRAM  
2415.05/page 2 of 3  
Student Surveys, Analysis, and/or  
Evaluations

This consent requirement also applies to the collection, disclosure or use of student information for marketing purposes, referred to as “marketing surveys”, and for certain physical examinations and screenings.

#### “Opt a Student Out” Notice

The parents **of unemancipated minor students** and ~~eligible~~ **students** who are eighteen years old or emancipated minor students will be provided an opportunity to opt ~~a student~~ out of participating in:



1. The collection, disclosure, or use of personal information obtained from students for marketing, to sell, or otherwise distribute information to others;
2. The administration of any other “protected information survey” not funded in whole or in part by the United States Department of Education; and
3. Any non-emergency, invasive physical examination required as a condition of attendance, administered by the school district or its agents, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, scoliosis screenings, or any physical examination or screening permitted or required under State law.

### Inspection

The parents **of unemancipated minor students** and **eligible students who are eighteen years old or emancipated minor students**, upon request and before administration or use, have the right to inspect:

1. Protected information surveys of students;
2. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and
3. Instructional material used as part of the educational curriculum.

PROGRAM  
2415.05/page 3 of 3  
Student Surveys, Analysis, and/or  
Evaluations

The **Superintendent or designee** \_\_\_\_\_ shall be responsible for obtaining the consent, annual direct notification to parents and eligible students at the start of each school year and after any substantive changes of the “opt a student out” rights, and the inspection rights provisions of PPRA and this Policy. The “opt a student out” notice shall include any specific or approximate dates of the activities eligible for a student to “opt out.”

### PPRA Consent/Opt Out Violations



Parents or students who believe their rights under PPRA may have been violated may file a complaint with United States Department of Education.

The Protection of Pupil Rights Amendment (PPRA)

(20 U.S.C. §1232h; 34 CFR Part 98)

~~No Child Left Behind Act of 2001, Title X, Part F, §1061~~

**Elementary and Secondary Education Act of 1965 (20 U.S.C. 2701 et seq.) as amended by the Every Student Succeeds Act.**

Adopted:

PROGRAM  
2415.20/page 1 of 3  
**Every Student Succeeds Act**  
~~No Child Left Behind~~ Complaints  
Jan 21  
**M**

[See **POLICY ALERT Nos. 178 and 222**]

2415.20 **EVERY STUDENT SUCCEEDS ACT NO CHILD LEFT  
BEHIND COMPLAINTS**

~~Pursuant to 20 USC 7844, Sec 9304 (a)(3)(C), of the No Child Left Behind Act of 2001 (NCLB);~~ **The Every Student Succeeds Act (ESSA) reauthorized the**



**Elementary and Secondary Education Act of 1965 (ESEA).** Aa Board of Education shall adopt a policy and written procedures **for resolving a written complaint presented by an individual or organization that alleges that offer parent(s) or legal guardian(s), public agencies, other individuals, or organizations a method for receipt and resolution of complaints alleging** violations in the administration of the **ESSA NCLB** programs as identified by the New Jersey Department of Education (NJDOE).

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

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

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

1. **The school district did not engage in consultation that was meaningful and timely;**
2. **The school district did not give due consideration to the views of the nonpublic school officials; or**

PROGRAM  
2415.20/page 2 of 3  
**Every Student Succeeds Act**  
~~No Child Left Behind~~ Complaints

3. **The school district did not make a decision that treats the nonpublic school or its students equitable and in accordance with ESEA Section 1117 or Section 8501.**

A ~~C~~complaint shall be a written **and must identify, at a minimum, the alleged ESEA violation; a description of previous steps taken to resolve the matter; allegation that shall identify the alleged NCLB violation;** the facts supporting the



alleged violation **as understood by the complainant at the time of submission;** and any supporting documentation.

A ~~€~~complaint alleging a school in the district, school district, or other agency authorized by the school district, or the NJDOE violated the administration of a program must be submitted to the **Allamuchy Township School Principal (district administrator responsible for ESSA NCLB compliance)**. ~~The Allamuchy Township School Principal and Superintendent (district administrator responsible for ESSA NCLB compliance)~~ shall be responsible to coordinate the investigation of the ~~€~~complaint. The **Superintendent (district administrator responsible for ESSA NCLB compliance)** shall submit a written report regarding the outcome of the investigation to the complainant.

If the complainant is not satisfied with the outcome of the investigation **by the school district**, the complainant **must submit a written complaint** ~~may initiate a Complaint~~ by submitting a written ~~Complaint~~ to the NJDOE to the attention of the **Executive County Superintendent for the county where the school district is located.** **This process does not apply to alleged violations concerning participation of nonpublic school children.**

The **Executive County Superintendent** will coordinate the investigation of a ~~€~~complaint. When the investigation is complete, the **Executive County Superintendent** will notify the complainant in writing regarding the outcome of the investigation. If it is determined a violation has occurred, the **Executive County Superintendent will identify and impose the appropriate consequences or corrective action in accordance with statute and/or regulation to resolve the complaint.** ~~Assistant Commissioner assigned to oversee the matter shall identify and impose appropriate consequences or corrective actions as required by regulation to resolve the Complaint.~~ If the complainant **is not satisfied with the determination that is made by the Executive County Superintendent** ~~does not agree with the NJDOE's decision,~~

PROGRAM  
2415.20/page 3 of 3  
**Every Student Succeeds Act**  
~~No Child Left Behind~~ Complaints

the complainant may **submit a written request for review of that determination to the Assistant Commissioner** ~~appeal to the United States Department of Education Secretary.~~

A ~~€~~complaint alleging the NJDOE violated the administration of a program must be submitted to the **designated** New Jersey Department of Education **Assistant**



~~Commissioner Chief of Staff or the United States Department of Education Secretary. The NJDOE requests the complainant first contact the New Jersey Department of Education Chief of Staff to resolve the issue. The appropriate NJDOE Office assigned by the Assistant Commissioner of Strategic Initiatives and Accountability will coordinate the investigation of a €complaint. When the investigation is complete, the Assistant Commissioner Chief of Staff will notify the complainant in writing regarding the outcome of the investigation. If it is determined a violation has occurred, the Assistant Commissioner Chief of Staff shall will identify and impose the identify and impose appropriate consequences or corrective actions as required by statute and/or regulation to resolve the €complaint.~~

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

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

New Jersey Department of Education ~~1/26/07 Memorandum — No Child Left Behind~~ **Elementary and Secondary Education Act (ESEA) Complaint Policy and Procedure**

Adopted:

SUPPORT STAFF MEMBERS  
4125/page 1 of 3  
Employment of Support Staff Members  
Jan 21  
**M**

**[See POLICY ALERT Nos. 156, 166, 172, 202, and 222]**

4125 EMPLOYMENT OF SUPPORT STAFF MEMBERS



The Board of Education believes it is vital to the successful operation of the school district that support staff member positions be filled with highly qualified and competent professionals.

In accordance with the provisions of N.J.S.A. 18A:27-4.1, the Board shall appoint, transfer, remove, or renew a certificated or non-certificated officer or employee only upon the recommendation of the Superintendent of Schools and by a recorded roll call majority vote of the full membership of the Board. The Board shall not withhold its approval for arbitrary and capricious reasons. The Board shall approve the employment, fix the compensation, and establish the term of employment for every support staff member employed by this district.

The Board ~~may will~~ employ substitutes **and/or contract for substitutes** for absent support staff members in order to ensure continuity in a program. **The Board and will annually approve a list of substitutes and rate of pay and/or the Board will approve a contract for a contracted service provider to provide substitute support staff members.** ~~The Superintendent or designee shall select substitutes from the list approved by the Board to serve in the place of an absent support staff member.~~

~~The Board may use a private contractor to secure a substitute support staff member.~~

The Board of Education shall not employ for pay or contract for the paid services of any support staff member or any other person serving in a position which involves regular contact with students unless the Board has first determined consistent with the requirements and standards of N.J.S.A. 18A:6-7.1 et seq. that no criminal history record information exists on file in the Federal Bureau of Investigation, Identification Division, or the State Bureau of Identification which would disqualify the individual from being employed or utilized in such capacity or position.

## SUPPORT STAFF MEMBERS

4125/page 2 of 3

### Employment of Support Staff Members

An individual employed by the Board or a school bus contractor holding a contract with the Board, in the capacity of a school bus driver, shall be required to meet the criminal history record requirements as outlined in N.J.S.A. 18A:39-19.1.



The Board will employ paraprofessional school aides and/or classroom aides to assist in the supervision of student activities under the direction of a Principal, teacher, or other designated certified professional personnel. Aides will serve the needs of students by performing nonprofessional duties and may work only under the direct supervision of a teaching staff member(s).

In accordance with the requirements of ~~No Child Left Behind Act of 2001~~, **the Every Student Succeeds Act (ESSA)**, paraprofessionals hired after January 8, 2002, who work in a program supported with Title I, Part A funds, with certain exceptions, must meet one of the following criteria:

1. Completed at least two years of study at an institution of higher education;
2. Obtained an associate's (or higher) degree; or
3. Met a rigorous standard of quality and be able to demonstrate, through a formal State or local academic assessment, knowledge of and the ability to assist in instructing, reading, writing, and mathematics (or, as appropriate, reading readiness, writing readiness, and mathematics readiness).

Paraprofessional staff working in a Title I school, and whose salary is paid for in whole or in part with Title I funds, must ~~meet~~ ~~have met~~ one of the criteria listed above ~~by the end of the 2005-2006 school year~~. The Superintendent **or designee** will ensure paraprofessionals working in a program supported with Title I funds meet the above stated requirements.

An individual employed by the Board in any substitute capacity or position shall be required to undergo a criminal history record check in accordance with the provisions of N.J.S.A. 18A:6-7.1b.

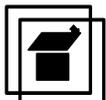
An individual, except as provided in N.J.S.A. 18A:6-7.1g, shall be permanently disqualified from employment or service in the school district if the criminal history record check reveals a record of conviction for any crime or offense as defined in N.J.S.A. 18A:6-7.1 et seq.

SUPPORT STAFF MEMBERS

4125/page 3 of 3

Employment of Support Staff Members

The Board or contracted service provider may employ an applicant on an emergent basis for a period not to exceed three months, pending completion of a criminal history record check if the Board or contracted service provider demonstrates to the Commissioner of Education that special circumstances exist



which justify the emergent employment as prescribed in N.J.S.A. 18A:6-7.lc. In the event the criminal history record check is not completed for an emergent hired employee within three months, the Board or contracted service provider may petition the Commissioner for an extension of time, not to exceed two months, in order to retain the employee.

No criminal history record check shall be performed unless the applicant shall have furnished written consent to such a check. The applicant shall bear the cost for the criminal history record check, including all costs for administering and processing the check. The district will deny employment to an applicant if the applicant is required and refuses to submit to a criminal history record check.

The Board of Education prohibits any relative of a Board member or the Superintendent of Schools from being employed in an office or position in the school district in accordance with the provisions of N.J.A.C. 6A:23A-6.2 and Board Policy 0142.1 – Nepotism.

A support staff member’s misstatement of fact material to his/her qualifications for employment or the determination of his/her salary will be considered by the Board to constitute grounds for dismissal.

N.J.S.A. 18A:6-5; 18A:6-6; 18A:6-7.1; 18A:6-7.1b; 18A:6-7.1c; 18A:6-7.2;  
18A:16-1 et seq.; 18A:26-1 et seq.; 18A:27-1 et seq.; 18A:27-4.1;  
18A:27-7; 18A:27-8; 18A:39-19.1  
N.J.S.A. 18A:54-20 [**vocational districts**]

Adopted:

STUDENTS  
5330.01/page 1 of 2  
Administration of Medical **Cannabis Marijuana**  
Jan 21  
**M**

[See **POLICY ALERT Nos. 208 and 222**]

5330.01 ADMINISTRATION OF MEDICAL CANNABIS MARIJUANA



The Board of Education, in accordance with the requirements of N.J.S.A. 18A:40-12.22, must adopt a Policy authorizing parents, ~~guardians,~~ and ~~primary~~ **designated caregiver(s)** to administer medical ~~cannabis marijuana~~ to a qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event. The parent of a qualifying student patient requesting the administration of medical ~~cannabis marijuana~~ to the student while on school grounds, aboard a school bus, or attending a school-sponsored event must comply with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A. 24:6I-1 et seq. and Policy and Regulation 5330.01.

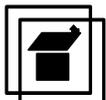
A student enrolled in the school district must be authorized to engage in the medical use of **cannabis pursuant to N.J.S.A. 24:6I-1 et seq. and that the parent or designated caregiver be authorized to assist the student with the medical use of cannabis pursuant to N.J.S.A. 24:6I-1 et seq.** ~~marijuana and the primary caregiver, who may be the parent, must be authorized to administer medical marijuana to a qualifying student patient in accordance with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A. 24:6I-1 et seq.~~ The student and the **designated** primary caregiver(s) must complete ~~the registration process to~~ **registration with the Cannabis Regulatory Commission** ~~obtain a Registry Identification Card from the New Jersey Department of Health~~ in accordance with the requirements of N.J.S.A. 24:6I-4.

The parent of the student authorized to engage in the medical use of ~~cannabis marijuana~~ must submit a written request with supporting documentation to the Principal requesting approval to have a **designated primary caregiver(s)** assist in the administration of medical ~~cannabis marijuana~~ to the **qualifying student patient** while on school grounds, aboard a school bus, or attending a school-sponsored event. The Principal, in consultation with the school nurse, the school physician, and the Superintendent of Schools, will review each request and upon approval will inform the parent in writing of the approval with details for the administration of medical ~~cannabis marijuana~~ to the qualifying student patient. The medical use of ~~cannabis marijuana~~ by a qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event will only be authorized after the written approval from the Principal is provided to the parent.

STUDENTS  
5330.01/page 2 of 2  
Administration of Medical **Cannabis Marijuana**

Medical ~~cannabis marijuana~~ may only be administered to the qualifying student patient while the student is on school grounds, aboard a school bus, or attending a school-sponsored event by the **designated primary caregiver(s)** in accordance

---



with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A. 24:6I-1 et seq. The prescribed medical **cannabis marijuana** must be in the possession of the **designated primary caregiver(s)** at all times, except during the administration process. The **designated primary caregiver(s)** shall comply with the requirements of the Principal's written approval for the administration of medical **cannabis marijuana** to the qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event.

All health records related to the administration of medical **cannabis marijuana** to a qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event shall be maintained in accordance with the requirements of N.J.A.C. 6A:16-2.4 and N.J.A.C. 6A:32-7.4.

No person shall be subject to arrest or prosecution for constructive possession, conspiracy, or any other offense for simply being in the presence or vicinity of the medical use of **cannabis marijuana** as authorized under N.J.S.A. 24:6I-1 et seq. or N.J.S.A. 18A:40-12.22. No custodial parent, ~~guardian~~, or person who has legal custody of a qualifying student patient who is a minor shall be subject to arrest or prosecution for constructive possession, conspiracy, or any other offense for assisting the minor in the medical use of **cannabis marijuana** as authorized under N.J.S.A. 24:6I-1 et seq. or N.J.S.A. 18A:40-12.22.

N.J.S.A. 18A:40-12.22  
N.J.S.A. 24:6I-1 et seq.  
N.J.A.C. 6A:16-2.4; 6A:32-7.4

Adopted:

FINANCES  
6360/page 1 of 3  
Political Contributions  
Jan 21  
M

[See POLICY ALERT Nos. 175, 182, 188, 189, 191 and 222]



## 6360 POLITICAL CONTRIBUTIONS

### Political Contribution Disclosure Requirements

In accordance with the requirements of Section 2 of P.L. 2005, Chapter 271 (N.J.S.A. 19:44A-20.26), the Board of Education shall have on file, to be maintained with other documents related to a contract, the following documents to award a contract to any business entity receiving a contract with an anticipated value in excess of \$17,500, regardless of the basis upon which the contract is awarded:

1. A Political Contribution Disclosure (PCD) form submitted by the business entity (at least ten days prior to award); and
2. A Business Registration Certificate (anytime prior to award).

“Business entity” means a **for-profit entity that is a** natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other State or foreign jurisdiction.

The \$17,500 contract amount is not related to the Board’s bid threshold and does not exempt the district from the requirements of the Public School Contracts Law or other applicable purchasing statutes.

The \$17,500 contract amount threshold is subject to the principle of aggregation rules in accordance with the Division of Local Government Services guidance. Unlike the Public School Contracts Law, aggregation thresholds for this Policy and Chapter 271 purposes shall be calculated at the vendor level – meaning, when a vendor receives more than \$17,500 in a school district’s fiscal year, a PCD form shall be required.

FINANCES  
6360/page 2 of 3  
Political Contributions



The disclosure provisions of N.J.S.A. 19:44A-20.26 do not apply in cases where there is a “public emergency” that requires the immediate delivery of goods or services.

Insurance companies and banks are prohibited under State law from making political contributions. However, because the PCD form reflects contributions made by partners, Boards of Directors, spouses, etc., PCD forms are required ten days prior to the approval of a depository designation resolution or insurance company contract awarded by the Board. A PCD form is also required when a contract in excess of \$17,500 is made to an insurance broker. A PCD form is required from the company receiving the contract, regardless of the entity issuing an insurance policy.

PCD forms are required for Board of Education contracts in excess of \$17,500 with a New Jersey Department of Education “Approved In-State Private School for the Disabled.” Chapter 271 also applies to in-State private special education schools, ~~supplemental~~ educational services under **any Federally funded program NCLB**, early childhood school providers – DHS approved, and other similar programs.

If the school district spends more than \$17,500 in a school year with a newspaper, the selection of the newspaper is subject to the provisions of Chapter 271.

PCD forms are not required for regulated public utility services, as the Board is required by the Board of Public Utilities to use a specific utility. This exception does not apply to non-regulated public utility services, such as generated energy (not tariffed), or long-distance telephone services where other procurement practices are used.

PCD forms are not required for membership to the New Jersey School Boards Association.

A non-profit organization having proper documentation from the Internal Revenue Service (IRS) showing it is registered with the IRS as a 501(c) type corporation is not required to file a PCD form.

FINANCES  
6360/page 3 of 3  
Political Contributions



A PCD form is not required for contracts with governmental agencies, including State colleges and universities.

If the original contract provided for the possibility of an extension(s), Chapter 271 compliance is not required if the extension/continuation is based on that original contract.

N.J.S.A. 19:44A-1 et seq.

N.J.A.C. 6A:23A-6.3

New Jersey Department of Community Affairs Local Finance Notices - 6/4/07 & 1/15/10

Adopted:

PROPERTY  
7425/page 1 of 2  
Lead Testing of Water in Schools



[See POLICY ALERT Nos. 214 and 222]

7425 LEAD TESTING OF WATER IN SCHOOLS

The health, safety, and welfare of the children in the school district are of utmost importance to the Board of Education. The potential exposure to lead-contaminated drinking water poses serious health problems, particularly for children, as well as for teachers and school personnel, since the risk of lead contamination can come from pipe and plumbing fixtures in school facilities or on school grounds. The Board shall assure the availability of potable drinking water through sanitary means in school facilities or on school grounds. The Board of Education shall provide, in accordance with N.J.A.C. 6A:26-12.4, testing for lead in all district sources of drinking water.

The Board shall conduct lead sampling and analysis in all drinking water outlets to which a student or staff member has, or may have, access in each school facility, other facility, or temporary facility, as soon as practicable, but no later than July 13, 2017, unless the district qualifies for an exemption in accordance with N.J.A.C. 6A:26-12.4(d)(h)(i)(j). This ~~testing~~ **lead sampling and analysis** shall be conducted with a lead sampling plan in accordance with N.J.A.C. 6A:26-12.4(d)1, 2, and 3, and shall be in accordance with the Safe Drinking Water Act, N.J.S.A. 58:12A-1.

**The Superintendent of Schools or designee shall complete a review of the final laboratory results within seventy-two hours of receipt.** Within twenty-four hours after the ~~Board~~ **Superintendent** or designee has completed a review of final laboratory results in accordance with the provisions of N.J.A.C. 6A:26-12.4(e), the test results shall be made publicly available at the school facility and on the Board of Education's website. If any results exceed the permissible lead action level, the Board shall provide written notification to the parents of all students attending the facility, facility staff, and the New Jersey Department of Education. This **written** notification shall include: a description of the measures taken by the ~~Board~~ **Superintendent** or designee to immediately end the use of each drinking water outlet where the water quality exceeded the permissible lead action level; **any additional remedial action taken or planned by the Board of Education**; the measures taken to ensure that alternate drinking water has been made available to all students and staff members; **where the water outlet(s) is located**; and information regarding the health effects of lead in accordance with N.J.A.C. 6A:26-12.4(e)1 and 2. ~~After the initial screening, the Board will conduct these lead screenings every six years and~~

PROPERTY  
7425/page 2 of 2



## Lead Testing of Water in Schools

**Notwithstanding the results or date of any prior testing, the Board shall continue to test drinking water outlets in the designated Statewide required testing year, which shall be every third school year beginning with the 2021-2022 school year and subsequently occurring in the 2024-2025 school year. By no later than June 30 of the designated Statewide required testing year, the Board shall test all drinking water outlets in accordance with N.J.A.C. 6A:26-12.4(g)1. The Board shall sample for lead after the replacement of any drinking water outlet or any other alteration to plumbing or service lines that may impact lead levels at the outlet, in accordance with N.J.A.C. 6A:26-12.4(f)(g)1. and 2.**

The Board shall submit to the New Jersey Department of Education by June 30 of each year a statement of assurance, that the school district completed lead testing in accordance with N.J.A.C. 6A:26-12.4; that notifications were provided consistent with N.J.A.C. 6A:26-12.4; and that alternative drinking water continues to be made available to all students and staff, if necessary, pursuant to N.J.A.C. 6A:26-12.4(g)(i).

The Board may apply for reimbursement for the costs of any water supply testing and analysis conducted, in accordance with N.J.A.C. 6A:26-12.4(j)(k).

N.J.S.A. 58:12A-1 et seq.  
N.J.A.C. 6A:26-12.4

Adopted:

OPERATIONS



[See POLICY ALERT Nos. 163, 171, 175, 210, and 222]

### 8330 STUDENT RECORDS

The Board of Education believes that information about individual students must be compiled and maintained in the interest of the student's educational welfare and advancement. The Board will strive to balance the student's right to privacy against the district's need to collect, retain, and use information about individual students and groups of students. The Board authorizes the establishment and maintenance of student files that include only those records mandated by law, rules of the State Board of Education, authorized administrative directive, and those records permitted by this Board.

The Superintendent shall prepare, present to the Board for approval, and distribute regulations that implement this Policy and conform to applicable State and Federal law and rules of the State Board of Education.

#### General Considerations

The Board of Education shall compile and maintain student records and regulate access, disclosure, or communication of information contained in educational records in a manner that assures the security of such records in accordance with the provisions of N.J.A.C. 6A:32-7.1 et seq. Student records shall contain only such information as is relevant to the education of the student and is objectively based on the personal observations or knowledge of the certified school personnel who originate(s) the record. The school district shall provide annual, written notification to parents, adult students, and emancipated minors of their rights in regard to student records and student participation in educational, occupational, and military recruitment programs. Copies of the applicable State and Federal laws and local policies shall be made available upon request. The school district shall make every effort to notify parents and adult students in their dominant language.

**A nonadult student may assert rights of access only through his or her parent(s). However, Nothing in this Policy N.J.A.C. 6A:32-7 shall be construed to prohibit certified school personnel from disclosing at their discretion student records to non-adult students or to appropriate persons in connection with an emergency, if such knowledge is necessary to protect the health or safety of the student or other persons.**

#### OPERATIONS



No liability shall be attached to any member, officer, or employee of the Board of Education permitting access or furnishing student records in accordance with N.J.A.C. 6A:32-7.1 et seq.

### Student Information Directory

A student information directory is a publication of the Board of Education that includes information relating to a student as defined in N.J.A.C. 6A:32-2.1. This information includes: name; grade level; date and place of birth; dates of school attendance; major field of study; participation in officially recognized activities; weight and height relating to athletic team membership; degrees; awards; the most recent educational agency attended by the student; and other similar information. The student information directory shall be used only by authorized school district personnel and for designated official use by judicial, law enforcement, and medical personnel and not for general public consumption.

In the event the school district publishes a student information directory, the Superintendent or designee will provide a parent or adult student a ten-day period to submit to the Superintendent a written statement prohibiting the school district from including any or all types of information about the student in any student information directory before allowing access to such directory to educational, occupational, and military recruiters pursuant to N.J.S.A. 18A:36-19.1 and ~~P.L. 107-110 sec. 9528~~, **20 U.S.C. §8528 - Armed Forces Recruiter Access to Students and Student Recruiting Information of the Elementary and Secondary Education Act (ESEA) of 1965 No Child Left Behind Act of 2001**. **In accordance with N.J.S.A. 18A:36-19.1, military recruiters will be provided the same access to a student information directory that is provided to educational and occupational recruiters.**

### School Contact Directory for Official Use

A school contact directory for official use is a compilation by the school district that includes the following information for each student: name; address; telephone number; date of birth; and school enrollment. The district shall compile and maintain a school contact directory for official use that is separate and distinct from the student information directory. The student contact directory may be provided for official use only to judicial and law enforcement personnel, and to medical personnel currently providing services to the student in question. To exclude any information from the school contact directory for official use the parent, adult student, or emancipated minor shall notify the Superintendent or designee in writing.



### Mandated and Permitted Student Records

Mandated student records are those records school districts have been directed to compile by State statute, regulations, or authorized administrative directive in accordance with N.J.A.C. 6A:32-7.3.

Permitted student records are those student records not mandated pursuant to N.J.A.C. 6A:32-7.3, but authorized by the Board to promote the student's educational welfare. The Board shall authorize the permitted records to be collected by adopting Policy and Regulation 8330, which will list such permitted records.

### Maintenance and Security of Student Records

The Superintendent or designee shall be responsible for the security of student records maintained in the school district. Policy and Regulation 8330 assure that access to such records is limited to authorized persons.

Records for each individual student may be stored electronically or in paper format. When student records are stored electronically, proper security and back-up procedures shall be administered.

Student health records, whether stored on paper or electronically, shall be maintained separately from other student records, until such time as graduation or termination, whereupon the health history and immunization record shall be removed from the student's health record and placed in the student's mandated record. Records shall be accessible during the hours in which the school program is in operation.

Any district internet website shall not disclose any personally identifiable information about a student without receiving prior written consent from the student's parent, in accordance with the provisions of N.J.S.A. 18A:36-35. Personally identifiable information means student names; student photos; student addresses; student e-mail addresses; student phone numbers; and locations and times of class trips.



## Access to Student Records

Only authorized organizations, agencies, or persons as defined in N.J.A.C. 6A:32-7.5 shall have access to student records, including student health records. Access to student records shall be provided to persons authorized such access under N.J.A.C. 6A:32-7.1 et seq. within ten days of a request, but prior to any review or hearing conducted in accordance with N.J.A.C. 6A.

The district shall control access to, disclosure of, and communication regarding information contained in student health records to assure access only to people permitted by Federal and State statute and regulations in accordance with N.J.A.C. 6A:32-7.5.

The district may charge a reasonable fee for reproduction of student records, not to exceed the schedule of costs set forth in N.J.S.A. 47:1A-5, provided that the cost does not effectively prevent the parents or adult students from exercising their rights under N.J.A.C. 6A:32-7 or other Federal and State rules and regulations regarding students with disabilities, including N.J.A.C. 6A:14.

Access to and disclosure of a student's health record shall meet the requirements of the Family Education Rights and Privacy Act, 34 C.F.R. Part 99 (FERPA).

Only authorized organizations, agencies, or persons as defined in N.J.A.C. 6A:32-7.5 shall have access to student records, including student health records.

Nothing in N.J.A.C. 6A:32-7.1 et seq. or in Policy and Regulation 8330 shall be construed to prohibit school personnel from disclosing information contained in the student health record to students or adults in connection with an emergency, if such knowledge is necessary to protect the immediate health or safety of the student or other persons.

In complying with N.J.A.C. 6A:32-7 – Student Records, individuals shall adhere to requirements pursuant to N.J.S.A. 47:1A-10, the Open Public Records Act (OPRA) and 34 CFR Part 99, the Family Educational Rights and Privacy Act (FERPA).



### Conditions for Access to Student Records

All authorized organizations, agencies, and persons defined in N.J.A.C. 6A:32-7.1 et seq. shall have access to the records of a student subject to conditions outlined in N.J.A.C. 6A:32-7.6(a).

### Rights of Appeal for Parents and Adult Students

Student records are subject to challenge by parents and adult students on the grounds of inaccuracy, irrelevancy, impermissible disclosure, inclusion of improper information or denial of access to organizations, agencies, and persons in accordance with N.J.A.C. 6A:32-7.7(a).

To request a change in the record or to request a stay of disclosure pending final determination of the challenged procedure, the parent or adult student shall follow the procedures pursuant to N.J.A.C. 6A:32-7.7(b).

Appeals relating to student records for students with disabilities shall be processed in accordance with the requirements of N.J.A.C. 6A:32-7.7(b).

Regardless of the outcome of any appeal, a parent or adult student shall be permitted to place in the student record a statement commenting upon the information in the student record or setting forth any reasons for disagreement with the decision made in the appeal. Such statements shall be maintained as part of the student record as long as the contested portion of the record is maintained. If the contested portion of the record is disclosed to any party, the statement commenting upon the information shall also be disclosed to that party.

### Retention and Disposal of Student Records

A student record is considered to be incomplete and not subject to the provisions of the Destruction of Public Records Law, N.J.S.A. 47:3-15 et seq., while the student is enrolled in the school district. The school district shall retain the student health record and the health history and immunization record according to the School District Records Retention Schedule, as determined by the New Jersey State Records Committee.



OPERATIONS  
8330/page 6 of 6  
Student Records

Student records of currently enrolled students, other than that described in N.J.A.C. 6A:32-7.8(e), may be disposed of after the information is no longer necessary to provide educational services to a student and in accordance with the provisions of N.J.A.C. 6A:32-7.8(b).

Upon graduation or permanent departure of a student from the school district, the parent or adult student shall be notified in writing that a copy of the entire student record will be provided to them upon request. Information in student records, other than that described in N.J.A.C. 6A:32-7.8(e), may be disposed of, but only in accordance with the Destruction of Public Records Law, N.J.S.A. 47:3-15 et seq. Such disposition shall be in accordance with the provisions of N.J.A.C. 6A:32-7.8(c)2.

No additions shall be made to the record after graduation or permanent departure without the prior written consent of the parent or adult student.

In accordance with N.J.A.C. 6A:32-7.8(e), the New Jersey public school district of last enrollment, graduation, or permanent departure of the student from the school district shall keep for 100 years a mandated record of a student's name, date of birth, name of parents, gender, health history and immunization, standardized assessment results, grades, attendance, classes attended, grade level completed, year completed, and years of attendance.

N.J.S.A. 18A:36-19; 18A:36-19.1; 18A:40-4; 18A:40-19  
N.J.A.C. 6A:32-7.1; 6A:32-7.2; 6A:32-7.3; 6A:32-7.4; 6A:32-7.5;  
6A:32-7.6; 6A:32-7.7; 6A:32-7.8  
**20 U.S.C. §8528**



Adopted:

COMMUNITY  
9713/page 1 of 2  
Recruitment by Special Interest Groups  
Jan 21  
M

[See POLICY ALERT Nos. 163 and 222]

9713 RECRUITMENT BY SPECIAL INTEREST GROUPS

~~Choose only one of the following alternatives:~~

~~Option 1~~

~~{The Board of Education prohibits recruitment activities by outside organizations on school premises, regardless of the purpose of the recruitment or the nature of the recruitment agency. Except as required and referenced below no information about individual students will be released for the purpose of approaching students for educational, occupational, military, or any other recruitment purpose.~~

However, a school district that receives funds under ESEA, on request from a military recruiter or an institution of higher education, must provide access to the names, addresses, and telephone listings **of each for secondary students served by the Board of Education.** Parents(s), legal guardian(s) and/or the adult students may **submit a written request to the Superintendent or designee to opt out of the disclosure of such information for the student in which case the information will not be released without the parent's or adult student's written consent request that such information not be released for the child without the prior written parental, legal guardian and/or adult student approval.**

Parent(s) or legal guardian(s) of secondary students and adult students **shall will** be informed annually in writing of their right to request a **secondary** student's excusal from participation in all recruitment activities and/or from **a having their child's name, address, and/or telephone listing provided to a military recruiter, an institution of higher education, or a prospective employer listing in the student information directory distributed for recruitment purposes.**

The district will give military recruiters the same right of access to secondary students as generally provide to post-secondary institutions and prospective employers.†



COMMUNITY  
9713/page 2 of 2  
Recruitment by Special Interest Groups

**Option 2**

~~{The Board of Education will permit access to school students on school premises and access to certain information about individual students for educational, occupational, and military recruitment activities. Access for recruitment purposes will be equally available to all recruitment agencies, in accordance with law.~~

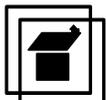
Representatives of bona fide educational institutions, occupational agencies, and the United States Armed Forces may recruit students on school premises by participation in assembly programs, career day activities, and the like and by distributing literature. Permission to recruit on school premises must be requested in writing **at least forty-five** \_\_\_\_\_ working days before the planned activity and must be approved in advance by the Superintendent **or designee**. The Superintendent **or designee** shall not favor one recruiter over another, but shall not approve an activity that, in the ~~Superintendent's~~ judgment **of the Superintendent or designee**, carries a substantial likelihood of disrupting the educational program of **the school or school** ~~this~~ district.

~~Each representative of a bona fide educational institution, occupational agency, and the United States Armed Forces will be given, on request, a copy of the student information directory, compiled in accordance with Policy No. 8330.}~~

~~Parent(s) or legal guardian(s) and adult students will be informed annually in writing of their right to request a student's excusal from participation in all recruitment activities and/or from a listing in the student information directory distributed for recruitment purposes.~~

Nothing in this ~~P~~policy shall be construed as requiring the Board to approve or participate in an activity that appears to advance or inhibit any particular religious sect or religion generally.

N.J.S.A. 18A:36-19.1  
Elementary and Secondary Education Act of 1965 – §8528



No Child Left Behind §9528  
~~Cross reference: Policy Guide No. 8330~~

Adopted:



# REGULATION GUIDE

---

ADMINISTRATION  
R 1642/page 1 of 15  
Earned Sick Leave Law  
Jan 21  
M

[See POLICY ALERT No. 218 and 222]

## R 1642 EARNED SICK LEAVE LAW

### A. Definitions Relative to Policy and Regulation 1642 and the New Jersey Earned Sick Leave Law (Act)

“Act” means the New Jersey Earned Sick Leave Law – N.J.S.A. 34:11D-1. through 34:11D-11.

“Benefit year” means the period of twelve consecutive months, July 1 through June 30, as established by an employer in which an employee shall accrue and use earned sick leave as provided pursuant to N.J.S.A. 34:11D-2, provided that once the starting date of the benefit year is established by the employer it shall not be changed unless the employer notifies the Commissioner of Labor and Workforce Development of the change in accordance with regulations promulgated pursuant to the Act. The Commissioner shall impose a benefit year on any employer the Commissioner determines is changing the benefit year at times or in ways that prevent the accrual or use of earned sick leave by an employee.

“Certified Domestic Violence Specialist” means a person who has fulfilled the requirements of certification as a Domestic Violence Specialist established by the New Jersey Association of Domestic Violence Professionals.

“Child” means a biological, adopted, or foster child, stepchild or legal ward of an employee, child of a domestic partner or civil union partner of the employee.

“Civil union” means a civil union as defined in N.J.S.A. 37:1-29.

“Commissioner” means the Commissioner of Labor and Workforce Development.

“Department” means the Department of Labor and Workforce Development.



# REGULATION GUIDE

---

ADMINISTRATION  
R 1642/page 2 of 15  
Earned Sick Leave Law

“Designated domestic violence agency” means a county-wide organization with a primary purpose to provide services to victims of domestic violence, and which provides services that conform to the core domestic violence services profile as defined by the Division of Child Protection and Permanency in the Department of Children and Families and is under contract with the division for the express purpose of providing the services.

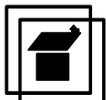
“Domestic or sexual violence” means stalking, any sexually violent offense, as defined in N.J.S.A. 30:4-27.26, or domestic violence as defined in N.J.S.A. 2C:25-19, and N.J.S.A. 17:29B-16.

“Domestic partner” means a domestic partner as defined in N.J.S.A. 26:8A-3.

“Employee” means, for the purposes of Policy and Regulation 1642, an individual engaged in service for compensation to a local school district, regional school district, county vocational school, or charter school of the State who is not provided with sick leave with full pay pursuant to N.J.S.A. 18A:30-2 or any other law, rule, or regulation of New Jersey and is eligible to accrue earned sick leave in accordance with the requirements of the Act.

“Employer” means, for the purposes of Policy and Regulation 1642, a local school district, regional school district, county vocational school, or charter school of the State who does not provide sick leave with full pay to an employee pursuant to N.J.S.A. 18A:30-2 or any other law, rule, or regulation of New Jersey and is required to comply with the requirements of the Act.

“Family member” means a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of an employee, or a spouse, domestic partner, or civil union partner of a parent or grandparent of an employee, or a sibling of a spouse, domestic partner, or civil union partner of the employee, or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.



# REGULATION GUIDE

---

“Health care professional” means any person licensed under Federal, State, or local law, or the laws of a foreign nation, to provide health care services, or any other person who has been authorized to provide health care by a licensed health care professional, including but not limited to doctors, nurses, and emergency room personnel.

ADMINISTRATION  
R 1642/page 3 of 15  
Earned Sick Leave Law

“Parent” means a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or of the employee’s spouse, domestic partner, or civil union partner, or a person who stood in loco parentis of the employee or the employee’s spouse, domestic partner, or civil union partner when the employee, spouse or partner was a minor child.

“Retaliatory personnel action” means denial of any right guaranteed under the Act and any threat, discharge, including a constructive discharge, suspension, demotion, unfavorable reassignment, refusal to promote, disciplinary action, sanction, reduction of work hours, reporting or threatening to report the actual or suspected immigrant status of an employee or the employee’s family, or any other adverse action against an employee.

“Sibling” means a biological, foster, or adopted sibling of an employee.

“Spouse” means a husband or wife.

B. Provision of Earned Sick Leave – N.J.S.A. 34:11D-2

1. The employer shall provide earned sick leave in accordance with the Act for each employee working for the employer.
2. For every thirty hours worked, the employee shall accrue one hour of earned sick leave. The employer [ will ~~\_\_\_ will not~~] provide an employee their full complement of earned sick leave for a benefit year as required under N.J.S.A. 34:11D-2 on the first day of each benefit year in accordance with the Act.
3. The employer [~~\_\_\_ will \_\_\_ will not~~] permit the employee to accrue or use in any benefit year, or carry forward from one benefit year to the next, more than forty hours of earned sick leave.



# REGULATION GUIDE

---

- a. Unless the employee has accrued earned sick leave prior to October 29, 2018, the earned sick leave shall begin to accrue on October 29, 2018 for any employee who is hired and commences employment before October 29, 2018 and the employee shall be eligible to use the earned sick leave beginning on February 26, 2019 after the employee commences employment.

ADMINISTRATION  
R 1642/page 4 of 15  
Earned Sick Leave Law

- b. If the employee's employment commences after October 29, 2018, the earned sick leave shall begin to accrue upon the date that employment commences. The employee shall be eligible to use the earned sick leave

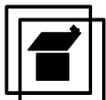
**Select one option below:**

~~**Option 1** - beginning on the 120<sup>th</sup> calendar day after the employee commences employment.~~

**OR**

**Option 2** - \_\_\_\_\_ days after **As** employment commences, ~~but no longer than 120 calendar days after employment commences.~~

4. The employer shall be in compliance with N.J.S.A. 34:11D-2 if the employer offers paid time off to an employee, which is fully paid and shall include, but is not limited to personal days, vacation days, and sick days, and may be used for the purposes of N.J.S.A. 34:11D-3 in the manner provided by the Act, and is accrued at a rate equal to or greater than the rate described in N.J.S.A. 34:11D-2.
5. The employer shall pay the employee for earned sick leave at the same rate of pay with the same benefits as the employee normally earns, except that the pay rate shall not be less than the minimum wage required for the employee pursuant to N.J.S.A. 34:11-56a4.



# REGULATION GUIDE

---

6. Upon the mutual consent of the employee and employer, an employee may voluntarily choose to work additional hours or shifts during the same or following pay period, in lieu of hours or shifts missed, but shall not be required to work additional hours or shifts or use accrued earned sick leave. The employer may not require, as a condition of an employee using earned sick leave, that the employee search for or find a replacement worker to cover the hours during which the employee is using earned sick leave.

ADMINISTRATION  
R 1642/page 5 of 15  
Earned Sick Leave Law

7. If an employee is transferred to a separate division, entity, or location, but remains employed by the same employer, then the employee shall be entitled to all earned sick leave accrued at the prior division, entity, or location, and shall be entitled to use the accrued earned sick leave as provided in the Act.
8. If an employee is terminated, laid off, furloughed, or otherwise separated from employment with the employer, any unused accrued earned sick leave shall be reinstated upon the re-hiring or reinstatement of the employee to that employment, within six months of termination, being laid off or furloughed, or separation, and prior employment with the employer shall be counted towards meeting the eligibility requirements set forth in N.J.S.A. 34:11D-2.
9. The employer may choose the increments in which its employees may use earned sick leave, provided that the largest increment of earned sick leave an employee may be required to use for each shift for which earned sick leave is used shall be the number of hours the employee was scheduled to work during that shift.

## C. Permitted Usage of Earned Sick Leave – N.J.S.A. 34:11D-3

1. The employer shall permit an employee to use the earned sick leave accrued pursuant to the Act for any of the following:
  - a. Time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness,



# REGULATION GUIDE

---

- injury or other adverse health condition, or for preventive medical care for the employee;
- b. Time needed for the employee to aid or care for a family member of an employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
  - c. Absence necessary due to circumstances resulting from the employee, or a family member of an employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to recover from

ADMINISTRATION  
R 1642/page 6 of 15  
Earned Sick Leave Law

- physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;
- d. Time during which the employee is not able to work because of:
    - (1) ~~A~~ a closure of the employee's workplace, or the school or place of care of a child of an employee, by order of a public official **or because of a state of emergency declared by the Governor of New Jersey**, due to an epidemic or other public health emergency, ~~or because of~~;
    - (2) ~~T~~he **declaration of a state of emergency by the Governor of New Jersey, or the issuance by a health care provider or the New Jersey Commissioner of Health or other public health authority of a determination that the presence in the**



# REGULATION GUIDE

---

community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others; ~~or~~

- (3) **A state of emergency declared by the Governor of New Jersey, or upon the recommendation, direction, or order of a healthcare provider or the New Jersey Commissioner of Health or other authorized public official, the employee undergoes isolation or quarantine, or cares for a family member in quarantine, as a result of suspected exposure to a communicable disease and a finding by the provider or authority that the presence in the community of the employee or family member would jeopardize the health of others; or**

ADMINISTRATION

R 1642/page 7 of 15

Earned Sick Leave Law

- e. Time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.
2. If an employee's need to use earned sick leave is foreseeable, the employer [  will   **X**   may] require advance notice, not to exceed seven calendar days prior to the date the leave is to begin, of the intention to use the leave and its expected duration, and shall make a reasonable effort to schedule the use of earned sick leave in a manner that does not unduly disrupt the operations of the employer. If the reason for the leave is not foreseeable, the employer will require an employee to give notice of the intention as soon as practicable, if the employer has notified the employee of this requirement.



# REGULATION GUIDE

---

- a. The employer may prohibit employees from using foreseeable earned sick leave on certain dates provided reasonable notice of these dates is provided to employees and the employer will require reasonable documentation if sick leave that is not foreseeable is used during those dates.
- b. For earned sick leave of three or more consecutive days, the employer will require reasonable documentation that the leave is being taken for the purpose permitted under N.J.S.A. 34:11D-3.a. and C.1. above.
- c. If the leave is permitted under N.J.S.A. 34:11D-3.a.(1) and C.1.a. above or N.J.S.A. 34:11D-3.a.(2) and C.1.b. above, documentation signed by a health care professional who is treating the employee or the family member of the employee indicating the need for the leave and, if possible, number of days of leave, shall be considered reasonable documentation.

ADMINISTRATION  
R 1642/page 8 of 15  
Earned Sick Leave Law

- d. If the leave is permitted under N.J.S.A. 34:11D-3.a.(3) and C.1.c. above because of domestic or sexual violence, any of the following shall be considered reasonable documentation of the domestic or sexual violence: medical documentation; a law enforcement agency record or report; a court order; documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense; certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney, or other professional who has assisted the employee or family member in dealing with the domestic or sexual violence.



# REGULATION GUIDE

---

- e. If the leave is permitted under N.J.S.A. 34:11D-3.a.(4) and C.1.d. above, a copy of the order of the public official or the determination by the health authority shall be considered reasonable documentation.
  - f. If the leave is permitted under N.J.S.A. 34:11D-3.a.(5) and C.1.e. above, tangible proof of the reasons outlined in N.J.S.A. 34:11D-3.a.(5) and C.1.e. above shall be considered reasonable documentation.
3. Nothing in the Act shall be deemed to require the employer to provide earned sick leave for an employee's leave for purposes other than those identified in N.J.S.A. 34:11D-3, or prohibit the employer from taking disciplinary action against an employee who uses earned sick leave for purposes other than those identified in N.J.S.A. 34:11D-3.

ADMINISTRATION  
R 1642/page 9 of 15  
Earned Sick Leave Law

## Option – Must Select One Option Below

4. **[Option 1 - X The employer will not pay an employee for unused earned sick leave at the end of the benefit year pursuant to N.J.S.A. 34:11D-3.c.]**

~~{Option 2 - \_\_\_ The employer will provide an offer to an employee for payment of unused earned sick leave in the final month of the employer's benefit year. The employee shall choose, no later than ten calendar days from the date of the employer's offer, whether to accept a payment or decline a payment. If the employee does not accept the employer's offer within ten calendar days from the date of the employer's offer, the employee is deemed to have declined the employer's offer.~~



# REGULATION GUIDE

---

- a. ~~If the employee agrees to receive a payment, the employee shall choose a payment for the full amount of unused earned sick leave or for fifty percent of the amount of unused earned sick leave. The payment amount shall be based on the same rate of pay that the employee earns at the time of the payment.~~
- b. ~~If the employee declines a payment for unused earned sick leave, or agrees to a payment for fifty percent of the amount of unused sick leave, the employee shall be entitled to carry forward any unused or unpaid earned sick leave to the proceeding benefit year as provided pursuant to N.J.S.A. 34:11D-2.a. and B.1., B.2., and B.3. above.~~
- c. ~~If the employee agrees to a payment for the full amount of unused earned sick leave, the employee shall not be entitled to carry forward any earned sick leave to the proceeding benefit year pursuant to N.J.S.A. 34:11D-2.a. and B.1, B.2., and B.3. above.]~~

ADMINISTRATION  
R 1642/page 10 of 15  
Earned Sick Leave Law

**[Option – Required Only if the Employer Provides an Employee with their Full Complement of Earned Sick Leave for a Benefit Year is Selected in Option B.2. Above.]**

- 5. If the employer provides an employee with the full complement of earned sick leave for a benefit year on the first day of each benefit year as indicated in B.2. above, then the employer shall

**Must Select Option 1 Below if Option C.4. – Option 1 Above is Selected.**



# REGULATION GUIDE

---

**Must Select Option 2 Below if Option C.4. – Option 2 Above is Selected.**

**Option 1 -  permit the employee to carry forward any unused sick leave to the next benefit year.**

**Option 2 -  provide to the employee a payment for the full amount of unused earned sick leave in the final month of the employer's benefit year in accordance with C.4. above. The employer may pay the employee the full amount of unused earned sick leave in the final month of a benefit year pursuant to B.2. above and N.J.S.A. 34:11D-3 only if the employer forgoes, with respect to that employee, the accrual process for earned sick leave during the next benefit year.]**

6. Unless the employer's policy or a collective bargaining agreement provides for the payment of accrued earned sick leave upon termination, resignation, retirement, or other separation from employment, an employee shall not be entitled under N.J.S.A. 34:11D-3 to payment of unused earned sick leave upon the separation from employment.
7. Any information the employer possesses regarding the health of an employee or any family member of the employee or domestic or sexual violence affecting an employee or employee's family member shall be treated as confidential and not disclosed except to the affected employee or with the written permission of the affected employee.

ADMINISTRATION  
R 1642/page 11 of 15  
Earned Sick Leave Law

D. Retaliation, Discrimination Prohibited – N.J.S.A. 34:11D-4 **and N.J.S.A. 34:11D-12**

1. No employer shall take retaliatory personnel action or discriminate against an employee who accrues sick leave under the Act because the employee requests or uses earned sick leave either in accordance with the Act or the employer's own earned sick leave policy for employees covered under the Act. Any complaints



# REGULATION GUIDE

---

alleging a violation of the Act shall be filed in accordance with the provisions of N.J.S.A. 34:11D-4.

- a. The employer shall not count earned sick leave taken under the Act as an absence that may result in the employee being subject to discipline, discharge, demotion, suspension, a loss or reduction of pay, or any other adverse action.
2. There shall be a rebuttable presumption of an unlawful retaliatory personnel action under N.J.S.A. 34:11D-4 whenever the employer takes adverse action against an employee within ninety days of when that employee:
    - a. Files a complaint with the Department or a court alleging a violation of any provision of N.J.S.A. 34:11D-4;
    - b. Informs any person about the employer's alleged violation of N.J.S.A. 34:11D-4;
    - c. Cooperates with the Department or other persons in the investigation or prosecution of any alleged violation of N.J.S.A. 34:11D-4;
    - d. Opposes any policy, practice, or act that is unlawful under N.J.S.A. 34:11D-4; or
    - e. Informs any person of his or her rights under N.J.S.A. 34:11D-4.
  3. Protections of N.J.S.A. 34:11D-4 shall apply to any person who mistakenly but in good faith alleges violations of the Act.

ADMINISTRATION  
R 1642/page 12 of 15  
Earned Sick Leave Law

4. Any violator of the provisions of N.J.S.A. 34:11D-4 shall be subject to relevant penalties and remedies provided by the "New Jersey State Wage and Hour Law," N.J.S.A. 34:11-56a et seq., including the penalties and remedies provided by N.J.S.A. 34:11-56a24, and relevant penalties and remedies provided by N.J.S.A. 2C:40A-2, for discharge or other discrimination.



# REGULATION GUIDE

---

5. **The employer shall not, during the Public Health Emergency and State of Emergency declared by the Governor of New Jersey in Executive Order 103 of 2020 concerning the coronavirus disease 2019 pandemic, terminate or otherwise penalize an employee if the employee requests or takes time off from work based on the written or electronically transmitted recommendation of a medical professional licensed in New Jersey that the employee take that time off for a specified period of time because the employee has, or is likely to have, an infectious disease, as defined in N.J.S.A. 26:13-2, which may infect others at the employee’s workplace.**
  - a. **The employer shall not, following that specified period of time as per D.5. above, refuse to reinstate the employee to employment in the position held when the leave commenced with no reduction in seniority, status, employment benefits, pay, or other terms and conditions of employment.**

E. Violations; Remedies, Penalties, Other Measures – N.J.S.A. 34:11D-5

1. Any failure of the employer to make available or pay earned sick leave as required by the Act, or any other violation of the Act, shall be regarded as a failure to meet the wage payment requirements of the “New Jersey State Wage and Hour Law,” N.J.S.A. 34:11-56a et seq., or other violation of the New Jersey State Wage and Hour Law, as the case may be, and remedies, penalties, and other measures provided by the New Jersey State Wage and Hour Law, N.J.S.A. 34:11-58, and N.J.S.A. 2C:40A-2 for failure to pay wages or other violations of the New Jersey State Wage and Hour Law shall be applicable, including, but not limited to, penalties provided pursuant to N.J.S.A. 34:11-56a22 and 34:11-56a24, and

ADMINISTRATION  
R 1642/page 13 of 15  
Earned Sick Leave Law

civil actions by employees pursuant to N.J.S.A. 34:11-56a25, except that an award to an employee in a civil act shall include, in addition to the amount provided pursuant to N.J.S.A. 34:11-56a25,



# REGULATION GUIDE

---

any actual damages suffered by the employee as the result of the violation plus an equal amount of liquidated damages.

F. Retention of Records, Access – N.J.S.A. 34:11D-6

1. The employer shall retain records documenting hours worked by employees and earned sick leave accrued/advanced, used, paid, and paid out and carried over by/to employees, for a period of five years, and shall, upon demand, allow the Department access to those records to monitor compliance with the requirements of the Act.
  - a. If an employee makes a claim the employer has failed to provide earned sick leave required by the Act and the employer has not maintained or retained adequate records documenting hours worked by the employee and earned sick leave taken by the employee or does not allow the Department access to the records, it shall be presumed the employer has failed to provide the earned sick leave, absent clear and convincing evidence otherwise.
2. In addition, the penalties provided by the “New Jersey State Wage and Hour Law,” N.J.S.A. 34:11-56a et seq. for violations of the requirements of the New Jersey State Wage and Hour Law regarding the maintaining and disclosure of records shall apply to violations of the requirements of N.J.S.A. 34:11D-6.

G. Notification to Employees – N.J.S.A. 34:11D-7

1. The employer shall provide notification, in a form issued by the Commissioner, to employees of their rights under the Act, including the amount of earned sick leave to which they are entitled and the terms of its use and remedies provided by the Act to employees if the employer fails to provide the required benefits or retaliates against employees exercising their rights under the Act.

ADMINISTRATION  
R 1642/page 14 of 15  
Earned Sick Leave Law



# REGULATION GUIDE

---

- a. The employer shall conspicuously post the notification in a place or places accessible to all employees in each of the employer's workplaces.
- b. The employer shall also provide each employee with a written copy of the notification: not later than thirty days after the form of the notification is issued; at the time of the employee's hiring, if the employee is hired after the issuance; and at any time, when first requested by the employee.
- c. The Commissioner shall make the notifications available in English, Spanish, and any other language that the Commissioner determines is the first language of a significant number of workers in the State and the employer shall use the notification in English, Spanish, or any other language for which the Commissioner has provided notifications and which is the first language of a majority of the employer's workforce.

## H. Provisions Preemptive; Construction of Act – N.J.S.A. 34:11D-8

1. No provision of the Act, or any regulations promulgated to implement or enforce the Act, shall be construed as:
  - a. Requiring the employer to reduce, or justifying the employer in reducing, rights or benefits provided by the employer pursuant to the employer's policy or a collective bargaining agreement which are more favorable to employees than those required by the Act or which provide rights or benefits to employees not covered by the Act;
  - b. Preventing or prohibiting the employer from agreeing, through a collective bargaining agreement or employer policy, to provide rights or benefits which are more favorable to employees than those required by the Act or to provide rights or benefits to employees not covered by the Act;

ADMINISTRATION  
R 1642/page 15 of 15



# REGULATION GUIDE

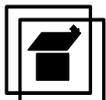
---

## Earned Sick Leave Law

- c. Prohibiting the employer from establishing a policy whereby an employee may donate unused accrued earned sick leave to another employee or other employees; or
    - d. Superseding any law providing collective bargaining rights for employees, or in any way reducing, diminishing, or adversely affecting those collective bargaining rights, or in any way reducing, diminishing, or affecting the obligations of the employer under those laws.
  - 2. Employees or employee representatives may waive the rights or benefits provided under the Act during the negotiation of a collective bargaining agreement.
  - 3. With respect to employees covered by a collective bargaining agreement in effect on October 29, 2018, no provision of the Act shall apply until the stated expiration of the collective bargaining agreement.
- I. Severability – N.J.S.A. 34:11D-9
  - 1. The provisions of the Act shall be deemed to be severable and if any section, subsection, paragraph, sentence or other part of the Act is declared to be unconstitutional, or the applicability thereof to any person is held invalid, the remainder of the Act shall not thereby be deemed to be unconstitutional or invalid.

Adopted:

---



# REGULATION GUIDE

---

PROGRAM  
R 2415.20/page 1 of 8  
**Every Student Succeeds Act**  
~~No Child Left Behind~~ Complaints  
Jan 21  
M

[See POLICY ALERT Nos. 178 and 222]

## R 2415.20 EVERY STUDENT SUCCEEDS ACT ~~NO CHILD~~ ~~LEFT BEHIND~~ COMPLAINTS

~~Pursuant to 20 USC 7844, Sec 9304 (a)(3)(C), of the No Child Left Behind Act of 2001 (NCLB),~~ **The Every Student Succeeds Act (ESSA) requires the** a Board of Education **to shall** adopt a policy and written procedures that offer parent(s) ~~or legal guardian(s)~~, public agencies, other individuals, or organizations a method for receipt and resolution of complaints alleging violations in the administration of the **ESSA** ~~NCLB~~ programs.

- A. Complaint Procedure Alleging ~~a~~ Violation ~~b~~By ~~a~~ School, School District, ~~o~~Or Other Agency Authorized ~~b~~By ~~t~~The School District ~~Or The New Jersey Department Of Education (NJDOE)~~
1. A ~~C~~complaint is an ~~written~~ allegation **submitted in writing (mail or email) by an individual or organization** that a school, school district, ~~or~~ other agency authorized by the school district, ~~or the NJDOE~~ has violated the law in the administration of education programs required by the **ESSA** ~~NCLB~~ Act.
  2. A ~~C~~complaint ~~shall~~ **must** identify **at a minimum the following:**
    - a. The alleged **ESSA** ~~NCLB~~ violation;
    - b. **A description of previous steps taken to resolve the matter;**
    - ~~cb.~~ The facts supporting the alleged violation **as understood by the complainant at the time of submission;** and
    - ~~de.~~ Any supporting documentation (**e.g., letters, emails, logs, agenda, meeting minutes**).



# REGULATION GUIDE

---

3. ~~A Complaint may be submitted in writing or electronically. If a Complaint is submitted electronically, a hard copy should also be sent to the NJDOE via regular mail at the address indicated below.~~

PROGRAM

R 2415.20/page 2 of 8

**Every Student Succeeds Act**  
**No Child Left Behind Complaints**

34. A ~~Complaint~~ **must** ~~shall~~ be submitted to the \_\_\_\_\_ ~~(district administrator responsible for NCLB compliance)~~ **Executive County Superintendent for the county where the school, school district, or other authorized agency is located**. The ~~Complaint shall be in writing and shall be mailed, hand-delivered, or electronically submitted to the~~ \_\_\_\_\_ ~~(district administrator responsible for NCLB compliance)~~.

5. The \_\_\_\_\_ ~~(district administrator responsible for NCLB compliance)~~ shall be responsible to coordinate the investigation of the allegations in the Complaint.

a. The \_\_\_\_\_ ~~(district administrator responsible for NCLB compliance)~~ shall acknowledge receipt of the Complaint to the complainant within ten business days of receipt of the Complaint.

b. The \_\_\_\_\_ ~~(district administrator responsible for NCLB compliance)~~ may meet with building and district administrative staff, teaching staff, support staff, students, and/or the complainant(s) to determine if a violation of the administration of a NCLB program has occurred.

c. The \_\_\_\_\_ ~~(district administrator responsible for NCLB compliance)~~ may request additional information from the complainant regarding the Complaint.

d. The \_\_\_\_\_ ~~(district administrator responsible for NCLB compliance)~~ shall submit a written



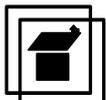
# REGULATION GUIDE

---

~~report regarding the outcome of the investigation to the complainant.~~

PROGRAM  
R 2415.20/page 3 of 8  
**Every Student Succeeds Act**  
~~No Child Left Behind~~ Complaints

- e. ~~If the outcome of the investigation concludes a violation has occurred, the \_\_\_\_\_ (district administrator responsible for NCLB compliance) shall identify and impose the appropriate consequences or corrective action to resolve the Complaint.~~
- f. ~~The outcome of the investigation may conclude the Complaint alleges a violation in the administration of a program by the NJDOE and the complainant shall be informed of the NJDOE Complaint Policy and Procedures as outlined in B. below.~~
6. ~~If the complainant is not satisfied with the outcome of the investigation, the complainant may initiate a Complaint by submitting a written Complaint to the NJDOE to the attention of the Executive County Superintendent. A list of the County Offices of Education and Executive County Superintendents can be found at <http://www.state.nj.us/njded/regions/> or by calling (609) 292-4469.~~
47. When a written ~~C~~complaint is received by the Executive County Superintendent, the **Executive County Superintendent** ~~appropriate NJDOE personnel~~ will issue a Letter of Acknowledgement to the complainant within ten ~~business~~ **calendar** days of receipt of the ~~C~~complaint. This letter ~~will shall~~ contain the following information:
- a. The date the ~~C~~complaint was received;



# REGULATION GUIDE

---

- b. A brief statement of the manner in which the **Executive County Superintendent NJDOE** will investigate the ~~€~~complaint;
- c. If necessary, a request for additional information regarding the ~~€~~complaint;
- d. **A resolution date within forty-five calendar days from the date the written complaint was received by the Executive County Superintendent; and**

PROGRAM  
R 2415.20/page 4 of 8  
**Every Student Succeeds Act**  
~~No Child Left Behind~~ Complaints

- ~~ed.~~ The name and **telephone** ~~phone~~ number of a contact person for status updates, ~~and~~
- ~~e.~~ ~~A tentative resolution date that is sixty days from the date the written Complaint was received by the County Office.~~
  - ~~(1) Based on the facts of the alleged violation, an extension of time may be required to resolve the Complaint. If an extension is required, the appropriate NJDOE personnel will issue a follow-up letter prior to the initial resolution date informing the complainant of the revised timeframe.~~

**58.** The **Executive** County Superintendent will coordinate the investigation of a ~~€~~complaint.

**68.** When the investigation is complete, the **Executive** County Superintendent will notify the complainant in writing regarding the outcome of the investigation.

- ~~a9.~~ **If the Executive County Superintendent determines a violation has occurred, the Executive County Superintendent will** ~~Assistant Commissioner assigned to oversee the matter shall~~ identify and impose the appropriate consequences or corrective actions as required



# REGULATION GUIDE

---

in accordance with statute and/or regulation by ~~regulation~~ to resolve the ~~E~~complaint.

- ~~b40.~~ If the complainant **is not satisfied with the determination that is made by the Executive County Superintendent does not agree with the NJDOE's decision**, the complainant may **submit a written request for review of that determination to the Assistant Commissioner, Division of Learning Supports and Specialized Services via email at [essa@doe.nj.gov](mailto:essa@doe.nj.gov) with subject line "ESEA Complaint Decision Review" or via hard copy at the following address** ~~appeal to the United States Department of Education Secretary at:~~

PROGRAM  
R 2415.20/page 5 of 8  
**Every Student Succeeds Act**  
~~No Child Left Behind~~ Complaints

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

~~Office of Hearings & Appeals  
400 Maryland Avenue, SW  
Washington, DC 20202-4611  
(202) 619-9700~~

~~or at their website at:~~

~~<http://www.ed-oha.org/index.html>~~

- B. Complaint Procedure Alleging ~~a~~**A** Violation ~~b~~**By** ~~t~~**The** New Jersey Department ~~o~~**f** Education (NJDOE)
1. ~~A~~**E**complaint is a written allegation the NJDOE has violated the law in the administration of education programs required by the ~~ESSA~~**NCLB**.



# REGULATION GUIDE

---

2. A ~~Complaint shall~~ **must identify at a minimum the following:**
  - a. The alleged ~~ESSA NCLB~~ violation;
  - b. **A description of previous steps taken to resolve the matter;**
  - cb. The facts supporting the alleged violation **as understood by the complainant at the time of submission;** and
  - de. Any supporting documentation (e.g., letters, emails, logs, agenda, meeting minutes).

PROGRAM  
R 2415.20/page 6 of 8  
**Every Student Succeeds Act**  
~~No Child Left Behind~~ Complaints

3. To initiate a ~~Complaint~~ alleging the NJDOE has violated the administration of an ~~ESEA NCLB~~ program, a complainant must submit a written ~~Complaint~~ to the New Jersey Department of Education – **Assistant Commissioner, Division of Learning Supports and Specialized Services via email at [essa@doe.nj.gov](mailto:essa@doe.nj.gov) with subject line “ESEA Complaint or via hard copy sent to the following address: Chief of Staff or the United States Department of Education Secretary at the address indicated below. The NJDOE requests the complainant first contact the New Jersey Department of Education Chief of Staff to resolve the issue.**

New Jersey Department of Education  
~~Office of the Chief of Staff~~  
**Assistant Commissioner**  
**Division of Learning Supports and Specialized Services**  
P.O. Box 500  
Trenton, New Jersey 08625-0500  
(609) 292-4442



# REGULATION GUIDE

---

U.S. Department of Education  
~~Office of Hearings & Appeals~~  
400 Maryland Avenue, SW  
Washington, DC 20202-4611  
(202) 619-9700  
<http://www.ed-oha.org/index.html>

4. When a written ~~Complaint~~ is received by the NJDOE, ~~the an~~ **Assistant Commissioner Chief of Staff** will assign the investigation of this ~~Complaint~~ to the **appropriate Office of Strategic Initiatives and Accountability or other designated office.** ~~This Office~~ **The NJDOE** will issue a Letter of Acknowledgement to the complainant within ten **calendar business** days of receipt of the ~~Complaint~~. This letter shall contain the following information:

- a. The date the ~~Complaint~~ was received;
- b. A brief statement of the manner in which the ~~Department of Education~~ **NJDOE** will investigate the ~~Complaint~~;

PROGRAM

R 2415.20/page 7 of 8

**Every Student Succeeds Act**

~~No Child Left Behind~~ Complaints

- c. If necessary, request for additional information regarding the ~~Complaint~~;
- d. **A resolution date within forty-five calendar days from the date the complaint was received; and**
- ed. The name and **telephone** number of a contact person for status updates.; ~~and~~
- e. ~~A tentative resolution date that is sixty days from the date that the written Complaint was received.~~

(1) ~~Based on the facts of the alleged violation, an extension of time may be required to resolve the Complaint. If an extension is required, the appropriate NJDOE personnel will issue a~~



# REGULATION GUIDE

---

~~follow-up letter prior to the initial resolution date  
informing the complainant of the revised timeframe.~~

5. The NJDOE Office ~~assigned by the Assistant Commissioner of Strategic Initiatives and Accountability will coordinate the investigation of~~ **to investigate** a ~~complaint~~ concerning an alleged violation by the NJDOE **will coordinate the investigation of the complaint**. When the investigation is complete, the **Assistant Commissioner** ~~Chief of Staff~~ will notify the complainant in writing regarding the outcome of the investigation.
- a6. ~~If the NJDOE Office assigned by the Assistant Commissioner of Education determines it is determined~~ a violation by the NJDOE has occurred **after conducting an investigation, the Assistant Commissioner will identify and impose appropriate consequences or corrective action in accordance with the statute and/or regulation, ~~the Chief of Staff shall identify and impose appropriate consequences or corrective actions as required by regulation~~ to resolve the ~~complaint~~.**

PROGRAM  
R 2415.20/page 8 of 8  
**Every Student Succeeds Act**  
~~No Child Left Behind~~ Complaints

- b7. ~~If the a complainant is not satisfied with the NJDOE's decision, the complainant may request a review of the NJDOE's decision to the Secretary of the United States Department of Education (USDOE). The complainant may send the request, reasons supporting the request, and a copy of NJDOE's resolution to the following address: does not agree with the NJDOE's decision, the complainant may appeal to the United States Department of Education Secretary at the address above.~~

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



# REGULATION GUIDE

---

New Jersey Department of Education – **Every Student Succeeds Act (ESSA) in New Jersey** ~~1/26/07 Memorandum – No Child Left Behind ESEA~~ Complaint Policy and Procedures

Adopted:

STUDENTS  
R 5330.01/page 1 of 10  
Administration of Medical **Cannabis Marijuana**  
Jan 21  
M

[See **POLICY ALERT Nos. 208 and 222**]

## R 5330.01 ADMINISTRATION OF MEDICAL CANNABIS MARIJUANA

A custodial parent, ~~guardian~~, or person having legal custody of a student requesting the administration of medical **cannabis marijuana** to a qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event must comply with the procedures and requirements of N.J.S.A. 18A:40-12.22 and N.J.S.A. 24:6I-1 et seq. and this Regulation.



# REGULATION GUIDE

---

## A. Definitions

For the purposes of ~~this~~ Policy and Regulation 5330.01:

- ~~1. “Bona fide physician-patient relationship” means a relationship in which the physician has ongoing responsibility for the assessment, care, and treatment of a qualifying student patient’s debilitating medical condition.~~
- ~~2. “Certification” means a statement signed by a physician with whom a qualifying student patient has a bona fide physician-patient relationship, which attests to the physician’s authorization for the patient to apply for registration for the medical use of marijuana.~~
13. **“Cannabis Marijuana”** has the meaning given to **marijuana** in Section 2 of the “New Jersey Controlled Dangerous Substances Act,” N.J.S.A. 24:21-2.
2. **“Commission”** means the **Cannabis Regulatory Commission** established pursuant to N.J.S.A. 24:6I-24.
3. **“Designated caregiver(s)”** means a resident of New Jersey who:
  - a. **Is at least eighteen years old;**

STUDENTS

R 5330.01/page 2 of 10

Administration of Medical **Cannabis Marijuana**

- ~~b. Has agreed to assist with a registered qualifying student patient’s medical use of cannabis, is not currently serving as a designated caregiver(s) for more than one other qualifying patient, and is not the qualifying student patient’s health care practitioner;~~
- c. **Is subject to the provisions of N.J.S.A. 24:6I-4.c.(2), has never been convicted of possession or sale of a**



# REGULATION GUIDE

---

controlled dangerous substance, unless such conviction occurred after the effective date [Oct. 1, 2010] of N.J.S.A. 24:6I-1 et seq. and was for a violation of Federal law related to possession or sale of cannabis that is authorized under N.J.S.A. 24:6I-1 et seq. or N.J.S.A. 18A:40-12.22 et seq.;

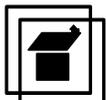
- d. Has registered with the Commission pursuant to N.J.S.A. 24:6I-4 and, except in the case of a designated caregiver(s) who is an immediate family member of the qualified student patient, has satisfied the criminal history background check requirement of N.J.S.A. 24:6I-4; and
  - e. Has been designated as designated caregiver(s) by the qualifying student patient when registering or renewing a registration with the Commission or in other written notification to the Commission.
4. “Health Care Practitioner” means a physician, advanced practice nurse, or physician assistant licensed or certified pursuant to N.J.S.A. 45 who:
- a. Possesses active registrations to prescribe controlled dangerous substances issued by the United States Drug Enforcement Administration and the Division of Consumer Affairs in the Department of Law and Public Safety;

STUDENTS

R 5330.01/page 3 of 10

Administration of Medical Cannabis Marijuana

- b. Is the health care practitioner responsible for the ongoing treatment of a qualifying student patient’s qualifying medical condition, the symptoms of that condition, or the symptoms associated with the treatment of that condition, provided; however, that the



# REGULATION GUIDE

---

ongoing treatment shall not be limited to the provision of authorization for a patient to use medical cannabis or consultations solely for that purpose; and

- c. **If the qualifying student patient is a minor, a pediatric specialist.**
45. “Medical use of **cannabis marijuana**” means the acquisition, possession, transport, or use of **cannabis marijuana** or paraphernalia by a registered qualifying student patient as authorized by **N.J.S.A. 24:6I-1 et seq. and N.J.S.A. 18A:40-12.22 et seq.** ~~the New Jersey Compassionate Medical Marijuana Act (Act).~~
56. “Parent” means the custodial parent, ~~guardian,~~ or person who has legal custody of a qualifying student patient who may also be the **designated primary caregiver(s) registered with the Commission and provided a Registry Identification Card** by the New Jersey Department of Health to administer medical **cannabis marijuana** to a student in accordance with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A 24:6I-4.
- ~~6. “Physician” means a person licensed to practice medicine and surgery pursuant to Title 45 of the Revised Statutes with whom the qualifying student patient has a bona fide physician-patient relationship and who is the primary care physician, hospice physician, or physician responsible for the ongoing treatment of a qualifying student patient’s debilitating medical condition; provided, however, that the ongoing treatment shall not be limited to the provision of authorization for a qualifying student patient to use medical marijuana or consultation solely for that purpose.~~
- ~~7. “Primary caregiver” or “caregiver” means a resident of the State who:~~

STUDENTS  
R 5330.01/page 4 of 10  
Administration of Medical **Cannabis Marijuana**

- a. ~~Is at least eighteen years old;~~



# REGULATION GUIDE

---

- b. ~~Has agreed to assist with a registered qualifying student patient's medical use of marijuana, is not currently serving as primary caregiver for another qualifying patient, and is not the qualifying student patient's physician;~~
  - e. ~~Has never been convicted of possession or sale of a controlled dangerous substance, unless such conviction occurred after the effective date [Oct. 1, 2010] of the Act and was for a violation of Federal law related to possession or sale of marijuana that is authorized under the Act;~~
  - d. ~~Has registered with the Department of Health pursuant to N.J.S.A. 24:6I-4 and has satisfied the criminal history record background check requirement of N.J.S.A. 24:6I-4; and~~
  - e. ~~Has been designated as primary caregiver on the qualifying student patient's application or renewal for a Registry Identification Card or in other written notification to the Department of Health.~~
87. **"Qualifying student patient" for the purpose of Policy and Regulation 5330.01** means a resident of the State who is a student enrolled and attending school in this school district who has been **authorized for the medical use of cannabis by a health care practitioner provided with a certification by a physician pursuant to a bona fide physician-patient relationship and has been issued a Registry Identification Card by the New Jersey Department of Health for medical use of marijuana** in accordance with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A 24:6I-41 et seq.
8. **"Registration with the Commission"** means a person has met the qualification requirements for, and has been registered by the Commission as, a registered qualifying patient, designated caregiver(s), or institutional caregiver(s). The Commission shall establish appropriate means for health care practitioners,

STUDENTS  
R 5330.01/page 5 of 10  
Administration of Medical **Cannabis** ~~Marijuana~~



# REGULATION GUIDE

---

health care facilities, medical cannabis dispensaries, law enforcement, schools, facilities providing behavioral health services or services for persons with developmental disabilities, and other appropriate entities to verify an individual's status as a registrant with the Commission.

9. ~~“Qualifying patient” means a resident of the State who has been provided with a certification by a physician pursuant to a bona fide physician-patient relationship.~~
10. ~~“Registry Identification Card” means a document issued by the Department of Health that identifies a person as a registered qualifying student patient or primary caregiver.~~
- B. Registration – Qualifying Student Patient and **Designated Primary Caregiver(s)**
1. A qualifying student patient must be authorized to engage in the medical use of **cannabis marijuana** and the **designated primary caregiver(s)** must be authorized to assist the qualifying student patient with the medical use of **cannabis marijuana** pursuant to the provisions of N.J.S.A. 24:6I-1 et seq.
  2. A qualifying student patient and their **designated primary caregiver(s)** must complete the registration process in accordance with the provisions of N.J.S.A. 24:6I-4 and any other requirements of the **Commission New Jersey Department of Health**.
  3. The qualifying student patient's parent shall be responsible to immediately inform the Principal of any change in the status of the student's **registration with the Commission Registry Identification Card** that would deem the **registration with the Commission Registry Identification Card** null and void due to any reason outlined in N.J.S.A. 24:6I-1 et seq.~~4e or for any other reason.~~

STUDENTS



# REGULATION GUIDE

---

R 5330.01/page 6 of 10

Administration of Medical **Cannabis Marijuana**

4. The qualifying student patient's **designated primary** caregiver(s) shall be responsible to immediately inform the Principal of any change in the status of any **designated primary** caregiver(s)'s **current registration with the Commission Registry Identification Card** that would deem the **registration with the Commission Registry Identification Card** null and void due to any reason outlined in N.J.S.A. 24:6I-1 et seq. ~~4c or for any other reason.~~
- C. Submission for Authorization for Administration of Medical **Cannabis Marijuana**
1. A parent of a qualifying student patient requesting the administration of medical **cannabis marijuana** to the student while on school grounds, aboard a school bus, or attending a school-sponsored event must submit a written request to the Principal with **proof of current registration with the Commission** a copy of a current New Jersey Department of Health **Registry Identification Cards** for the qualifying student patient and the **designated primary** caregiver(s) and a copy of the **health care provider's physician's** order or prescription indicating dosage information and the method of administration for the medical **cannabis marijuana** to the qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event.  
  
The Principal may request the parent provide additional documentation from the **health care provider physician** that the medical **cannabis marijuana** must be administered during the time of the day when the student is on school grounds, aboard a school bus, or attending a school-sponsored event and the medical **cannabis marijuana** cannot be administered and/or will not be effective during alternate times when the student is not on school grounds, aboard a school bus, or attending a school-sponsored event.
    - a. The parent's written request and all supporting documentation must be submitted to the Principal at least



# REGULATION GUIDE

---

five school days before the first day of the requested administration.

STUDENTS

R 5330.01/page 7 of 10

Administration of Medical **Cannabis Marijuana**

2. The Principal shall review the ~~submitted~~ **proof of current registration with the Commission Registry Identification Cards** and supporting documentation **submitted by the parent** with the school physician, the school nurse, and the Superintendent of Schools.
3. Upon review and approval of the documentation submitted by the parent, the Principal will inform the parent or **designated primary caregiver(s)**, if the parent is not the **designated primary caregiver(s)**, in writing with the following information:
  - a. The location (school, office, etc.) where the **designated primary caregiver(s)** shall report to administer the medical **cannabis marijuana**;
  - b. The school staff member(s) who the **designated primary caregiver(s)** must see to coordinate the administration of medical **cannabis marijuana**;
  - c. The time the **designated primary caregiver(s)** shall report to administer the medical **cannabis marijuana**;
  - d. The specific location where the medical **cannabis marijuana** shall be administered to the student; and
  - e. A copy of Policy and Regulation 5330.01 – Administration of Medical **Cannabis Marijuana**.
4. In the event the Principal, after consultation with the school nurse, school physician, and Superintendent, has a question or concern regarding the **current registration with the Commission Registry Identification Cards** or supporting documentation submitted by the



# REGULATION GUIDE

---

parent, the Principal or school physician will contact the parent with the question or concern.

5. The administration of medical ~~cannabis marijuana~~ on school grounds, aboard a school bus, or at a school-sponsored event, pursuant to N.J.S.A. 18A:40-12.22, will only be authorized after the approval required by Policy and Regulation 5330.01.

STUDENTS

R 5330.01/page 8 of 10

Administration of Medical ~~Cannabis Marijuana~~

## D. Administration of Medical ~~Cannabis Marijuana~~

1. ~~The m~~Medical ~~cannabis marijuana~~ shall only be administered by the **designated primary** caregiver(s) and at the approved location, times, and method as indicated in the parent's request that was approved in writing by the Principal.
2. In accordance with the provisions of N.J.S.A. 18A:40-12.22.b.(5), medical ~~cannabis marijuana~~ cannot be administered to a qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event by smoking or other form of inhalation.
3. ~~The p~~Prescribed medical ~~cannabis marijuana~~ must always be in the possession of the **designated primary** caregiver(s) and may not be in the possession of the qualifying student patient at any time on school grounds, aboard a school bus, or at a school-sponsored event.
4. The Principal, after consultation with the school nurse, school physician, and the Superintendent, will determine a specific location for the administration of the medical ~~cannabis marijuana~~ to the qualifying student patient.
  - a. The Principal will designate a private area, if possible, for the **designated primary** caregiver(s) to administer the medical ~~cannabis marijuana~~ to the qualifying student patient. The amount of privacy provided for the administration will depend on the approved method of



# REGULATION GUIDE

---

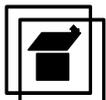
administration and the designated location. The location may be a nurse's office, a private office, a private restroom facility, or any other location appropriate for the approved method of administration.

STUDENTS

R 5330.01/page 9 of 10

Administration of Medical **Cannabis Marijuana**

5. The **designated primary** caregiver(s) shall report to the approved location prior to the scheduled time for the administration of medical **cannabis marijuana** to the qualifying student patient. The **designated primary** caregiver(s) must show **the proof of current registration with the Commission Registry Identification Card** and a second form of identification which shall be a photograph identification.
6. The Principal or supervising school staff member of a school-sponsored event may designate a school staff member to escort the **designated primary** caregiver(s) to the qualifying student patient at the designated time to the designated location for the administration.
7. The Principal may designate a school staff member to observe the administration of the medical **cannabis marijuana** on school grounds, aboard a school bus, or at a school-sponsored event.
8. The **designated primary** caregiver(s) shall assist in the administration of medical **cannabis marijuana** to the qualifying student patient in accordance with the method and dosage prescribed by the **health care practitioner physician** and included in the parent's request to the Principal.
9. The qualifying student patient shall return to his/her class or event as soon as possible after the administration.



# REGULATION GUIDE

---

10. The **designated primary** caregiver(s) will be escorted outside the school building, away from the school bus, or away from the school-sponsored event, if applicable, by a school staff member after the administration.
  - a. The qualifying student patient and/or **designated primary** caregiver(s) may be asked to remain at the location of the administration by the school staff member in the event the student needs some additional time after the administration and before returning to their class or event.

STUDENTS

R 5330.01/page 10 of 10

Administration of Medical **Cannabis Marijuana**

11. The **designated primary** caregiver(s) shall be responsible for the security of the medical **cannabis marijuana** on school grounds, aboard a school bus, or at a school-sponsored event before, during, and after the administration. At no time shall the qualifying student patient have the medical **cannabis marijuana** in their possession except during the administration process by the **designated primary** caregiver(s).



# REGULATION GUIDE

---

Adopted:

PROPERTY  
R 7425/page 1 of 6  
Lead Testing of Water in Schools  
Jan 21  
M

[See POLICY ALERT No. 222]

## R 7425 LEAD TESTING OF WATER IN SCHOOLS

The Board of Education shall assure the availability of potable drinking water through sanitary means in school facilities or upon school grounds and shall test the school drinking water quality in accordance with the Safe Drinking Water Act, N.J.S.A. 58:12A-1 and the Planning and Construction Standards for School Facilities, N.J.A.C. 7:10 and N.J.A.C. 6A:26-6.

The school district shall conduct lead sampling and analysis in all drinking water outlets to which a student or staff member has, or may have, access in each school facility, other facility, or temporary facility in accordance with the provisions of N.J.A.C. 6A:26-12.4.

### A. Testing of Drinking Water

#### 1. Schedule

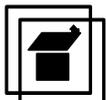


# REGULATION GUIDE

---

- a. Sampling shall be conducted in accordance with a lead sampling plan, which shall include:
- (1) A plumbing survey for each facility that identifies how water enters and flows through each facility, the types of plumbing materials used in the facility, such as the service line, piping, solder, fixtures, drinking water outlets where students or staff have or may have access, and point of use treatment, such as drinking water filters;
  - (2) The names and responsibilities of all individuals involved in sampling; and
  - (3) The following sampling procedures:
    - (a) Samples shall be taken after water has sat undisturbed in the school pipes for at least eight hours, but no more than forty-eight hours before the sample is taken.

PROPERTY  
R 7425/page 2 of 6  
Lead Testing of Water in Schools
    - (i) 24-hour school facilities shall collect first-draw samples at drinking water outlets following a stagnation time that would likely result in the longest standing time;
    - (b) At least eight hours prior to sampling, signs shall be posted to indicate that water shall not be used and access to the buildings subject to the sampling shall be restricted to all but authorized staff members;
    - (c) Existing aerators, screens, and filters shall not be replaced or removed prior to or during sampling; and



# REGULATION GUIDE

---

- (d) All samples shall be collected in pre-cleaned high-density polyethylene (HDPE) 250 milliliter (mL) wide-mouth single-use rigid sample containers that are properly labeled.

## 2. Analysis of Samples

### a. Analysis of samples shall be conducted as follows:

- (1) Analysis shall be conducted by a certified laboratory to analyze for lead in drinking water;
- (2) The laboratory shall use an approved analytical method pursuant to the Federal Safe Drinking Water Act at 40 CFR 141.23(k)(1); and
- (3) Sample analysis shall be conducted in accordance with a Quality Assurance Project Plan (QAPP), which shall be signed by the Board, the certified laboratory, and the individual responsible for conducting the sampling. The QAPP shall include

PROPERTY  
R 7425/page 3 of 6  
Lead Testing of Water in Schools

the identification of analytical methods, chain of custody procedures, data validation and reporting processes, detection limits, reporting to three significant figures, field blanks, and quality control measures required by the certified method.

- b. The Superintendent or designee may utilize a technical guidance manual, which will be developed by the New Jersey Department of Education (NJDOE), in consultation with the Department of Environmental Protection (DEP), to assist in the school district's compliance with the sampling and analysis requirements of this Regulation.



# REGULATION GUIDE

---

## 3. Designated Statewide Required Testing

- a. Notwithstanding the results or date of any prior testing, the Board shall continue to test drinking water outlets as provided in A.2.a. above in the designated Statewide required testing year, which shall be every third school year beginning with the 2021-2022 school year and subsequently occurring in the 2024-2025 school year:
  - (1) By no later than June 30 of the designated Statewide required testing year, the Board shall test all drinking water outlets. Sampling shall be prioritized, such that buildings and facilities that previously had outlets with results above the action level or identified in the plumbing profile as high risk for lead shall be sampled first in accordance with the sampling plan; and
  - (2) The Board shall sample for lead after the replacement of any drinking water outlet or any other alteration to plumbing or service lines that may impact lead levels at the outlet.

### PROPERTY

R 7425/page 4 of 6

Lead Testing of Water in Schools

- b. If the Board tests drinking water outlets for lead more frequently than the three-year cycle set forth in A.3.a. above, the notification requirements set forth in B.2.b. below shall apply.
  - (1) If drinking water outlets are tested more frequently in accordance with A.3.b. above, the Board shall make the most recent results for each facility available on the Board's website.



# REGULATION GUIDE

---

## 4. Statement of Assurance

- a. The Board shall submit to the NJDOE by June 30 each year a statement of assurance that lead testing was completed, that notifications were provided, and that alternate drinking water continues to be made available in accordance with N.J.A.C. 6A:26-12.4.

## 5. Exception from Testing Requirements

- a. The Board may request an exemption from the testing requirements set forth in A.2. above if they can demonstrate that they do not use any drinking water outlets for consumption or food preparation in any of their facilities.
- b. The Board shall submit an application to the NJDOE documenting that no drinking water outlets are used in their facilities and the provisions for an alternative source of drinking water.
- c. If the school district receives an exemption from the NJDOE from testing, the Board shall make available for public inspection at the school facility and on the Board's website, if applicable, confirmation that the school district is exempt from testing.

PROPERTY

R 7425/page 5 of 6

Lead Testing of Water in Schools

- d. No later than June 30 of each Statewide required testing school year set forth in A.3. above, the Board shall either begin testing procedures in accordance with section A.3.a. above or reapply for an exemption under section A.5.

## B. Water Testing – Laboratory Results

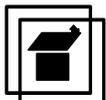


# REGULATION GUIDE

---

1. The Superintendent or designee shall complete a review of final laboratory results within seventy-two hours of receipt.
2. Within twenty-four hours after the Superintendent or designee has reviewed the final laboratory results, the Superintendent or designee shall:
  - a. Make the test results of all water samples publicly available at the school facility in accordance with section B.3. below and make the results from the most recent required Statewide testing available on the Board's website; and
  - b. If any results exceed the permissible lead action level, provide written notification to the parents of all students attending the facility, facility staff, and the Department of Education. This written notification shall be posted on the Board's website and shall include a description of the following:
    - (1) Measures taken by the Board or its designee, to immediately end use of each drinking water outlet where water quality exceeds the permissible lead action level;
    - (2) Any additional remedial actions taken or planned by the Board;
    - (3) The measures taken to ensure that alternate drinking water has been made available to all students and staff members at the school(s) where the water outlet(s) is located; and
    - (4) Information regarding the health effects of lead.
3. Test results of all water samples shall remain publicly available in accordance with the timeline established by the Department of the Treasury in the Records Retention Schedule.

PROPERTY  
R 7425/page 6 of 6  
Lead Testing of Water in Schools



# REGULATION GUIDE

---

## C. Reimbursement

1. The Board shall be eligible to be reimbursed for the water supply testing and analysis conducted pursuant to section A.3. above after July 1, 2021, as approved by the NJDOE and subject to available funds.
2. To be eligible to receive reimbursement, the Board shall complete and submit to the NJDOE a reimbursement application on a form, or in a format, supplied by the NJDOE.
  - a. The NJDOE will make the reimbursement application available on its website.
3. If the school district conducts additional testing in a year other than the Statewide required testing school year as set forth in A.3. above, the district shall not be eligible for reimbursement.

## D. Failure to Comply

1. Failure to comply with any requirement of N.J.A.C. 6A:26-12.4 and Policy and Regulation 7425 may result in any of the following:
  - a. Board's disqualification for reimbursement pursuant to C. above;
  - b. The NJDOE's initiation of an investigation by the Office of Fiscal Accountability and Compliance; and
  - c. The Commissioner's withholding of State aid pursuant to N.J.A.C. 6A:2-1.2.

Adopted:



## **Allamuchy Board of Education**

Section: Operations

8561. PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS (M)

Date Created: October 2018

Date Edited: November 2020

### 8561- PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS (M)

#### **M**

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

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

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

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

#### **A. General Procurement**

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

1. The School Business Administrator/Board Secretary will ensure all purchases will be in accordance with the Federal Funds Procurement Method Selection Chart – State Agency Form #358 - Appendix. 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 procedures will be used for all purchases:

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.

~~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 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 multi-school system.

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. 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.
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 Appendix – Federal Funds Procurement Method Section Chart. The advertisement 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 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 will clearly define the purchase conditions. The following list includes requirements, not exclusive, to be addressed in the procurement document:
  - a. Contract period for the base year and renewals as permitted;
  - b. The Board of Education is responsible for all contracts awarded (statement);
  - c. Date, time, and location of IFB/RFP opening;
  - d. How the vendor is to be informed of bid acceptance or rejection;
  - e. Delivery schedule;
  - f. Requirements (terms and conditions) the bidder must fulfill in order for bid to be evaluated;
  - g. Benefits to which the Board of Education will be entitled if the contractor cannot or will not perform as required;
  - h. Statement assuring positive efforts will be made to involve small and minority businesses, women's business enterprises, and labor surplus area firms;
  - 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;
  - j. Contract provisions as required in Appendix II to 2 CFR 200:
    - (1) Termination for cause and convenience – contracts in excess of \$10,000;
    - (2) Equal Opportunity Employment – “federally 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.

- k. Contract provisions as required in 7 CFR 210.21(f) for all cost reimbursable contracts;
- 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. The “index rate” means the annual percentage increase rounded to the nearest half percent in the implicit price deflator for State and local government purchases of goods and services computed and published quarterly by the U.S. Department of Commerce, Bureau of Economic Analysis;
- o. Method of evaluation and type of contract to be awarded (solicitations using an IFB are awarded to the lowest responsive and responsible bidder; solicitations using a RFP are awarded to the most advantageous bidder/offeror with price as the primary factor among factors considered);
- p. Method of award announcement and effective date (if intent to award is required by State or local procurement requirements);
- q. Specific bid protest procedures including contact information of person and address and the date by which a written protest must be received;
- r. Provision requiring access by duly authorized representatives of the Board of Education, New Jersey Department of Agriculture (NJDA), United States Department of Agriculture (USDA), or Comptroller General to any books, documents, papers, and records of the contractor which are directly pertinent to all negotiated contracts;
- s. Method of shipment or delivery upon contract award;
- t. Provision requiring contractor to maintain all required records for three years after final payment and all other pending matters (audits) are closed for all negotiated contracts;
- u. Description of process for enabling vendors to receive or pick up orders upon contract award;
- v. Provision requiring the contractor to recognize mandatory standards/policies related to energy efficiency contained in the Energy Policy and Conservation Act (PL 94-163);
- w. Signed statement of non-collusion;
- x. Signed Debarment/Suspension Certificate, clause in the contract or a copy of search results from the System for Award Management (SAM);
- y. Provision requiring “Buy American” as outlined in 7 CFR Part 210.21(d) and USDA Guidance Memo SP 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 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.

6. If any potential vendor is in doubt as to the true meaning of specifications or purchase conditions, questions may be sent to the School Business Administrator/Board Secretary. The School Business Administrator/Board Secretary or designee's response will be provided in writing to all potential bidders ~~within days.~~ **by the School Business Administrator/Board Secretary or designee and will specify the deadline for all questions.**

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

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

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

7. In awarding a RFP, a set of award criteria in the form of a weighted evaluation sheet will be provided to each bidder in the initial 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 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 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 documentation that the actual product specified was received.

e. Any time an accepted item is not available, the School Business Administrator/Board Secretary will select the acceptable alternate. The contractor must inform the School Business Administrator/Board Secretary within one workday if a product is not available. In the event a nondomestic agricultural product is to be provided to the Board of Education, the contractor must obtain, in advance, written approval for the product. The School Business Administrator/Board Secretary must comply with the Buy American 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 – See Appendix, the following small purchase procedures including quotes will be used. Quotes from a minimum number of three qualified sources will be required.

1. Written specifications will be prepared and provided to all vendors.
2. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of three vendors shall be contacted.
3. The School Business Administrator/Board Secretary or designee will be responsible for contacting potential vendors when price quotes are needed.
4. The price quotes will receive appropriate confidentiality before award.
5. Quotes/Bids will be awarded by the School Business Administrator/Board Secretary. Quotes/Bids will be awarded on the following criteria. Quote/Bid price must be the highest weighted criteria. Examples of other possible criteria include quality, service, delivery, and availability.
6. The School Business Administrator/Board Secretary will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and written specifications.
7. The School Business Administrator/Board Secretary or designee will be responsible for documentation that the actual product specified is received.
8. Any time an accepted item is not available, the School Business Administrator/Board Secretary will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.
9. The School Business Administrator/Board Secretary or designee is required to sign all quote tabulations, signifying a review and approval of the selections.

E. Noncompetitive Proposal Procedures

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

1. Written specifications will be prepared and provided to the vendor.
2. The School Business Administrator/Board Secretary will be responsible for the documentation of records to fully explain the decision to use the noncompetitive

proposal. The records will be available for audit and review.

3. The School Business Administrator/Board Secretary or designee will be responsible for documentation that the actual product or service specified was received.
4. The School Business Administrator/Board Secretary will be responsible for reviewing the procedures to be certain all requirements for using single source or noncompetitive proposals are met.
5. The noncompetitive micro-purchase method shall be used for one-time purchases of a new food item if the amount is less than the applicable Federal or State micro-purchase threshold to determine food acceptance by students and provide samples for testing purposes. A record of noncompetitive negotiation purchase shall be maintained by the School Business Administrator/Board Secretary or designee. At a minimum, the record of noncompetitive purchases shall include: item name; dollar amount; vendor; and reason for noncompetitive procurement.
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.
2. The Board of Education agrees the reviewing official of each transaction will be the School Business Administrator/Board Secretary.
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.)
4. Specifications will be updated as needed.
5. If the product is not as specified, the following procedure, including, but not limited to, will take place: remove product from service; contact vendor for approved alternate product; or remove product from bid.

#### G. Emergency Purchases

1. If it is necessary to make a one-time emergency procurement to continue service or obtain goods, and the public exigency or emergency will not permit a delay resulting from a competitive solicitation, the purchase must be authorized using a purchase order signed by the School Business Administrator/Board Secretary. The emergency procedures 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.

#### 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.
2. When utilizing the services of a co-op, agent, or third party the Board of Education will ensure that the following conditions have been met and considered as one source of pricing in addition to other prices:
  - a. All procurements were subject to full and open competition and were made in accordance with Federal/State/local procurement requirements;
  - b. The existing contract allows for the inclusion of additional Board 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-bid the contract;
  - f. Administrative costs (fees) for participating in the agreement are adequately defined, necessary and reasonable, and the method of allocating the cost to the participating agencies must be specified;
  - g. The Buy American provisions are included in the procurement of food and agricultural products; and
  - h. The agreement includes the basis for and method of allocating each discount, rebate, or credit and how they will be returned to each participating agency when utilizing a cost-reimbursable contract.

#### I. Records Retention

1. The Board of Education shall agree to retain all books, records, and other documents relative to the award of the contract for three years after final payment. If there are audit findings that have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit. Specifically, the Board of Education shall maintain, at a minimum, the following documents:
  - a. Written rationale for the method of procurement;
  - b. A copy of the original solicitation;
  - c. The selection of contract type;
  - d. The bidding and negotiation history and working papers;
  - e. The basis for contractor selection;

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

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 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 his or her immediate family, his or her partner; or an organization which employs or is about to employ any of the parties indicated herein has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
- 3. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. 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.

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-5a.(22), RFPs are required in all solicitations for a FSMC.

N.J.S.A. 18A:18A – Public School Contracts Law  
 New Jersey Department of Agriculture  
 “Procurement Procedures for School Food  
 Authorities” Model Policy – September 2018

**APPENDIX-REMOVE CHART PER STRAUSS ESMAY RECOMMENDATION  
 AS IT IS CONTINUALLY UPDATED**

<b>FEDERAL FUNDS PROCUREMENT METHOD SELECTION CHART</b>		
<b>THERE ARE TWO (2) PROCUREMENT METHODS, FORMAL AND INFORMAL. THE METHOD THE SCHOOL FOOD AUTHORITIES (SFA) NEEDS TO USE DEPENDS ON TWO (2) FACTORS, THE AMOUNT OF THE CONTRACT AND WHETHER THE SFA IS A PUBLIC/CHARTER OR NON-PUBLIC SCHOOL.</b>		
<b>NEW JERSEY PUBLIC/CHARTER SCHOOLS PURCHASING THRESHOLDS</b>		
AMOUNT	ACTIVITY	PROCUREMENT METHOD
<b>INFORMAL PROCUREMENT</b>		
Below \$4,350 without QPA	N.J.S.A 18A:18A-3	Sound Business Practice *
Below \$6,000 with QPA	APPLIES TO PURCHASES BELOW THE QUOTATION THRESHOLDS	
<b>SMALL PURCHASE QUOTATION PROCEDURES</b>		
\$4,351 OR \$6,001 up to \$29,000 or \$40,000	N.J.S.A. 18A:18A-37 ANY PURCHASE EXCEEDING QUOTATION THRESHOLDS REQUIRES A QUOTE UP TO THE APPLICABLE N.J.S.A. BID THRESHOLDS OF \$29,000 (without a QPA*) OR \$40,000 (with a QPA*)	Quotation using SFA Internal Procurement Procedures
<b>NOTE: ANNUAL AGGREGATE AMOUNTS</b>		
<b>FORMAL PROCUREMENT</b>		
\$29,000 or \$40,000 and above	N.J.S.A. 18A:18A-37 Bid Threshold without a QPA* - \$29,000 Bid Threshold with a QPA* - \$40,000	Bid - Invitation for Bid (IFB) OR Request for Proposal (RFP)
<b>* QUALIFIED PURCHASING AGENT</b>		
<b>NEW JERSEY NON-PUBLIC SCHOOL PURCHASING THRESHOLDS</b>		
AMOUNT	ACTIVITY	PROCUREMENT METHOD
<b>INFORMAL PROCUREMENT</b>		
Below \$10,000 *	Micro - purchases 2 CFR 200.320(a) Single Transaction aggregate cost less than \$10,000	Sound Business Practice *



3124 EMPLOYMENT CONTRACT

The Board of Education requires that every nontenured teaching staff member employed by this district annually sign an employment contract for a term of not more than one year.

The employment contract shall include the specific title of the position to which the teaching staff member is appointed; the term for which employment is contracted, including beginning and ending dates; a full description of the certification held by the teaching staff member and the date, if any, on which certification will expire, if applicable; the salary at which the teaching staff member will be employed; and the intervals at which the salary will be paid.

The employment contract will also include a provision for termination of the contract by either the teaching staff member or the Board of Education unless the teaching staff member is represented by a collective bargaining agreement and the agreement has termination provisions.

**[Optional MAKE SELECTION**

~~If the teaching staff member is not represented by a collective bargaining agreement or the collective bargaining agreement does not have provisions for termination, the nontenured teaching staff member may terminate the contract with a \_\_\_\_\_ calendar day notice and the Board may terminate the contract for non-tenured teaching staff members with a \_\_\_\_\_ calendar day notice.]~~

**[Optional**

~~In the event that the salary entered on the written contract differs from that approved by the Board in a resolution duly adopted, the salary approved by the Board shall be the salary paid.]~~

N.J.S.A. 18A:27-2 et seq.; 18A:28-8

N.J.A.C. 6A:9B-5.1; 6A:9B-5.4

Adopted: 08/23/16

## R 1240 EVALUATION OF SUPERINTENDENT (M)

### A. Roles and Responsibilities for the Implementation of the Annual Evaluation Policy and Procedures

1. The Board of Education and the Superintendent will develop and the Board will adopt a job description and evaluation criteria for the Superintendent's position based upon the Board's local goals, program objectives, policies, instructional priorities, State goals, statutory requirements, and the functions, duties, and responsibilities of the Superintendent.
2. The Superintendent shall have primary responsibility for data collection and reporting methods appropriate to the job description.
3. The Board President, or the Board President's designee, shall oversee the annual evaluation of the Superintendent.
4. The Board President shall establish timelines for completion of the annual evaluation of the Superintendent.

### B. Annual Summary Conference

1. The Board of Education shall conduct an annual summary conference with the Superintendent to develop and prepare an **Annual Written Performance Report**. STRAUSS ESMAY RECOMMENDS "annual written report" throughout.
2. The annual summary conference between the Board of Education, with a majority of its total membership present, and the Superintendent shall be held before the Annual Written Performance Report is prepared and filed.
3. The Superintendent shall submit to all Board members any information, documents, statistics, or any other data or information he/she would like for the Board members to consider at the annual summary conference.
4. The Board President, or the Board President's designee, shall preside over the Board's annual summary conference meeting.
5. The conference shall be held in executive session, unless the Superintendent requests it be held in public. The conference shall include, but not be limited to, review of the following:
  - a. Performance of the Superintendent based upon the Board approved job description;
  - b. Progress of the Superintendent in achieving and/or implementing the school district's goals, program objectives, policies, instructional priorities, State goals, and statutory requirements; and
  - c. Indicators of student progress and growth toward program objectives.

### C. **Annual Written Performance Report**

1. The **Annual Written Performance Report** shall be prepared and approved by a majority of the Board of Education's total membership by July 1 and shall include, but not be limited to:
  - a. Performance area(s) of strength;
  - b. Performance area(s) needing improvement based upon the job description and evaluation criteria set forth in N.J.A.C. 6A:10-8.1(c)2;

- c. Recommendations for professional growth and development;
  - d. Summary of indicators of student progress and growth, and a statement of how the indicators relate to the effectiveness of the overall program and the Superintendent's performance; and
  - e. Provision for performance data not included in the report to be entered into the record by the Superintendent within ten teaching staff member working days after the report's completion.
2. The Board President, or the Board President's designee, shall prepare a draft of the Annual Written Performance Report after the annual summary conference.
  3. The draft of the **Annual Written Performance Report** shall be disseminated to all Board members for review and comment before presenting the draft report to the Superintendent.
    - a. In the event a Board member believes a provision(s) of the draft of the **Annual Written Performance Report** is not in accord with the provisions agreed to by a majority of the Board during the annual summary conference, the Board member shall submit in writing their proposed revision(s) to the drafter of the Annual Written Performance Report. The draft of the Annual Written Performance Report may be revised by the drafter of the report if the drafter agrees with the Board member's proposed revision. In the event the drafter does not agree with the proposed revision(s), the issue shall be presented to the full membership of the Board of Education in executive session to make a final determination.
  4. The draft of the **Annual Written Performance Report** shall be presented to the full membership of the Board of Education in executive session for discussion and approval after the draft report has been disseminated to all Board members for review. The Superintendent shall receive a copy of the draft of the Annual Written Performance Report from the Board President, or Board President's designee, prior to the executive session where the Board is scheduled to discuss and approve.
  5. In the event the Superintendent does not agree with a provision(s) in the draft of the Annual Written Performance Report, the Superintendent shall be provided an opportunity to discuss with the full membership of the Board reconsideration of the disputed provision(s).
  6. A majority of the Board's full membership shall approve the draft of the Annual Written Performance Report before presenting the final Annual Written Performance Report to the Superintendent.
  7. The Superintendent may submit a written response to the final Annual Written Performance Report, which shall be attached to the report.

D. Nontenured Superintendent of Schools

1. The evaluation procedure for a nontenured Superintendent shall also be completed by July 1 each year.

Adopted:

Revised: 28 October 14; 25 April 16

**M**

**A.** Short-Term Suspensions

1. In each instance of a short-term suspension, the Principal or designee, shall assure the rights of a student suspended for one, but not more than ten consecutive school days by providing for the following:
  - a. As soon as practicable, oral or written notice of charges to the student.
    - (1) When charges are denied, an explanation of the evidence forming the basis of the charges also shall be provided.
  - b. Prior to the suspension, an informal hearing during which the student is given the opportunity to present his or her version of the events regarding his or her actions leading to the short-term suspension and is provided notice of the school district's actions taken pursuant to N.J.A.C. 6A:16-7.1(c)2 and 5.
    - (1) The informal hearing shall be conducted by a school administrator or designee;
    - (2) To the extent that a student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the educational process, the student may be immediately removed from the student's educational program and the informal hearing shall be held as soon as practical after the suspension;
    - (3) The informal hearing should take place even when a school staff member has witnessed the conduct forming the basis of the charge; and
    - (4) The informal hearing and the notice given may take place at the same time.
  - c. Oral or written notification to the student's parent of the student's removal from the student's educational program prior to the end of the school day on which the Principal decides to suspend the student. The notification shall include an explanation of:
    - (1) The specific charges;
    - (2) The facts on which the charges are based;
    - (3) The provision(s) of the code of student conduct the student is accused of violating;
    - (4) The student's due process rights, pursuant to N.J.A.C. 6A:16-7.1(c)3 and N.J.A.C. 6A:16-7.2; and
    - (5) The terms and conditions of the suspension.
  - d. Appropriate supervision of the student while waiting for the student's parent to remove the student from school during the school day; and
  - e. Academic instruction, either in school or out of school, that addresses the New Jersey Student Learning Standards.
    - (1) The student's academic instruction shall be provided within five school days of the suspension.

- (2) At the completion of a short-term suspension, the Board of Education shall return a general education student to the general education program for which he or she was suspended.
  - (3) The academic instruction provided to a student with a disability shall be provided consistent with N.J.A.C. 6A:14.
2. The Principal suspending the student shall immediately report the suspension to the Superintendent, who shall report it to the Board of Education at its next regular meeting, pursuant to N.J.S.A. 18A:37-4.
  3. An appeal of the Board's decision affecting the general education student's educational program shall be made to the Commissioner, in accordance with N.J.S.A. 18A:37-2.4 and N.J.A.C. 6A:3-1.3 through 1.17.
  4. For a student with a disability, the provisions set forth in N.J.A.C. 6A:16-7.2 shall be provided in addition to all procedural protections set forth in N.J.A.C. 6A:14.

#### B. Long-Term Suspensions

1. In each instance of a long-term suspension, the Principal or designee shall assure the rights of a student suspended for more than ten consecutive school days by providing the following:
  - a. Notification to the student of the charges prior to the student's removal from school;
  - b. Prior to the suspension, an informal hearing during which the student is given the opportunity to present his or her version of events regarding his or her actions leading to the long-term suspension and is provided notice of the school district's actions taken pursuant to N.J.A.C. 6A:16-7.1(c)2 and 5;
  - c. Immediate notification to the student's parent of the student's removal from school;
  - d. Appropriate supervision of the student while waiting for the student's parent to remove the student from school during the school day;
  - e. Written notification to the parent by the Superintendent or designee within two school days of the initiation of the suspension, stating:
    - (1) The specific charges;
    - (2) The facts on which the charges are based;
    - (3) The student's due process rights, pursuant to N.J.A.C. 6A:16-7.1(c)3 and N.J.A.C. 6A:16-7.3; and
    - (4) Further engagement by the student in conduct warranting expulsion, pursuant to N.J.S.A. 18A:37-2, shall amount to a knowing and voluntary waiver of the student's right to a free public education, in the event that a decision to expel the student is made by the Board, pursuant to N.J.S.A. 18A:37-2 and N.J.A.C. 6A:16-7.4.
      - (a) The Board shall request from the parent and student written acknowledgement of the notification provided pursuant to N.J.A.C. 6A:16-7.3(a)5.iv subsequent to the removal of the student from his or her educational program, pursuant to N.J.A.C. 6A:16-7.3.
  - f. A list of witnesses and their statements or affidavits, if any, no later than five days prior to the formal hearing, pursuant to j. below;

- g. For a student with a disability, a manifestation determination, pursuant to N.J.A.C. 6A:14-2.8 and the Federal regulations;
- h. Information on the student's right to secure an attorney and legal resources available in the community identified pursuant to N.J.A.C. 6A:16-7.1(c)7;
- i. Either in- or out-of-school educational services that are comparable to those provided in the public schools for students of similar grades and attainments, pursuant to N.J.S.A. 18A:38-25, which may include a public education program provided in accordance with N.J.A.C. 6A:16-9 or 10.
  - (1) The student's educational services shall be provided within five school days of the suspension.
  - (2) The Board shall make decisions regarding the appropriate educational program and support services for the suspended general education student based on the New Jersey Student Learning Standards and the following considerations:
    - (a) A behavioral assessment or evaluation including, but not limited to, a referral to the Child Study Team, as appropriate;
    - (b) The results of relevant testing, assessments, or evaluations of the student;
    - (c) The student's academic, health, and behavioral records;
    - (d) The recommendation of the Superintendent, Principal, or other relevant school or community resource;
    - (e) Considerations of parental input; or
    - (f) Consultation with the Intervention and Referral Services Team, in accordance with N.J.A.C. 6A:16-8.
  - (3) Educational services provided to a student with a disability shall be provided consistent with N.J.A.C. 6A:14.
- j. A formal hearing before the Board that shall, at a minimum:
  - (1) Be conducted by the Board or delegated by the Board to a Board committee, a school administrator, or an impartial hearing officer for the purpose of determining facts or making recommendations.
    - (a) Before taking final action, the Board as a whole shall receive and consider either a transcript or detailed report on the hearing.
  - (2) Include the opportunity for the student to:
    - (a) Confront and cross-examine witnesses, if there is a question of fact; and
    - (b) Present his or her own defense, and produce oral testimony or written supporting affidavits.

- (3) Take place no later than thirty calendar days following the day the student is suspended from the general education program; and
    - (4) Result in the Board's decision that shall be based, at a minimum, on the preponderance of competent and credible evidence.
  - k. A written statement to the student's parent regarding the Board's decision within five school days after the close of the hearing. The statement shall include at a minimum:
    - (1) The charges considered;
    - (2) A summary of the documentary or testimonial evidence from both the student and the administration that was brought before the Board at the hearing;
    - (3) Factual findings relative to each charge and the Board's determination of each charge;
    - (4) Identification of the educational services to be provided to the student, pursuant to i. above;
    - (5) The terms and conditions of the suspension; and
    - (6) The right to appeal to the Commissioner of Education the Board's decision regarding the student's general education program, in accordance with N.J.S.A. 18A:37-2.4 and N.J.A.C. 6A:3-1.3 through 1.17.
  - l. If at any time it is found that the student did not commit the offense, the student shall be immediately returned to the program from which he or she was removed; and
  - m. At the completion of a long-term suspension, the Board shall return the general education student to the general education program.
2. An appeal of the Board's decision regarding the general education student's program shall be made to the Commissioner of Education, in accordance with N.J.S.A. 18A:37-2.4 and N.J.A.C. 6A:3-1.3 through 1.17.
3. Suspension of a general education student shall not be continued beyond the Board's second regularly scheduled meeting following the suspension, unless the Board so determines, pursuant to N.J.S.A. 18A:37-5.
  - a. The Board shall determine whether to continue the suspension, pursuant to B.1. above, based on the following criteria:
    - (1) The nature and severity of the offense;
    - (2) The Board's removal decision;
    - (3) The results of relevant testing, assessments, or evaluations of the student; and
    - (4) The recommendation of the Superintendent, after considering input from the Principal or Director of the alternative education program or home or other in-school or out-of-school instruction program in which the student has been placed.
  - b. The Board shall develop and adopt policies and procedures providing for action on the continuation of student suspensions in the event of cancellation of the first or second regular Board meeting

pursuant to N.J.S.A. 18A:37-4 and 5. In this unlikely event, a special committee of the Board, which will include the Superintendent of Schools or his/her designee, will be appointed by the Board President to make a decision on the continuation of the suspension. The committee's decision will be implemented subject to ratification of the committee's decision at the next regularly scheduled Board meeting. CONFIRM THIS OPTION IS WHAT THE BOARD CHOOSES. OTHERWISE, DEVELOP A LOCAL SCHOOL OPTION.

4. When the Board votes to continue a general education student's suspension, it shall review the case, in consultation with the Superintendent, at each subsequent Board meeting for the purpose of determining:
  - a. The status of the student's suspension;
  - b. The appropriateness of the suspended student's current educational program; and
  - c. Whether the suspended student's current placement, pursuant to i. above, should continue or whether the student should return to the general education program.
5. When the Board votes to continue a general education student's suspension, it shall make, in consultation with the Superintendent, the final determination on:
  - a. When the student is prepared to return to the general education program;
  - b. Whether the student will remain in an alternative education program or receive home or other in-school or out-of-school instruction, based on the criteria set forth in B.3.a.(1) through (4) above; or
  - c. Whether to initiate expulsion proceedings in accordance with N.J.S.A. 18A:37-2, N.J.A.C. 6A:16-7.4, and Policy 5620.
6. The Board shall provide a general education student suspended under N.J.A.C. 6A:16-7.3 with an appropriate educational program or services, based on the criteria set forth under B.1.i.(2) above, until the student graduates from high school or reaches the age of twenty, whichever comes first.
  - a. The educational program shall be consistent with the provisions of N.J.A.C. 6A:16-9.2 and 10.2 and 6A:14-2 and 4.3, whichever is applicable; or
  - b. The educational services provided, either in-school or out-of-school, shall be comparable to those provided in the public schools for students of similar grades and attainments, pursuant to the provisions of N.J.S.A. 18A:38-25.
7. For a student with a disability who receives a long-term suspension, the Board shall proceed in accordance with N.J.A.C. 6A:14 in determining or changing the student's educational placement to an interim or alternate educational setting.
  - a. All procedural protections set forth in N.J.A.C. 6A:14 and N.J.A.C. 6A:16-7.3 shall be afforded to a student with a disability who is subjected to a long-term suspension.
  - b. All decisions concerning the student's educational program or placement shall be made by the student's Individualized Education Program team.
  - c. The provisions of B.2. through B.6. above shall not apply to students with disabilities.

C. Meeting with Student - Multiple Suspensions or Possible Expulsion

1. In accordance with the provisions of N.J.S.A. 18A:37-2c, in the event a student has experienced multiple suspensions or may be subject to a proposed expulsion from school, the Principal shall convene a meeting, as soon as practicable, between the student and a school psychologist, a school counselor, a school social worker, a student assistance coordinator, or a member of the school's intervention and referral services team.
  - a. The Principal may convene such a meeting, if after the student has been suspended for the first time, the Principal upon evaluation deems such a meeting appropriate.
  - b. The purpose of the meeting shall be to identify any behavior or health difficulties experienced by the student and, where appropriate, to provide supportive interventions or referrals to school or community resources that may assist the student in addressing the identified difficulties.
2. The requirements of C.1. above shall not apply when a student's immediate removal or suspension from the school's regular education program is required pursuant to:
  - a. The provisions of the "Zero Tolerance for Guns Act," (N.J.S.A. 18A:37-7 et seq.);
  - b. N.J.S.A. 18A:37-2.1 – Assault by Pupil Upon Teacher, etc.; Suspension; Expulsion Proceedings;
  - c. N.J.S.A. 18A:37-2.2 – Offense by Pupil Involving Assault, Removal from Schools Regular Education Program; or
  - d. In any other instance in which the safety and security of other students or school staff requires the student's immediate removal from school.
3. In the instances provided in C.2.a. through d. above, the meeting required in C.1. above shall take place as soon as practicable following the student's removal from the school's regular education program.
4. The provisions of N.J.S.A. 18A:37-2c and C. of this Regulation shall be construed in a manner consistent with the "Individuals with Disabilities Act," 20 U.S.C. § 1400 et seq.

Adopted: September 3, 2014

Re-Adopted: August 17, 2020

R 7441 ELECTRONIC SURVEILLANCE IN SCHOOL BUILDINGS AND ON SCHOOL GROUNDS (M)

**M**

In order to enhance a safe and secure environment, the Board authorizes electronic surveillance devices to be used in school district buildings and on school grounds.

A. Recording and Notice

1. Surveillance devices may include, but are not limited to, sound/video cameras, audio recording devices, and other appropriate devices.
2. Recordings may be used to monitor and observe the conduct of school district staff, students, community members, and other person(s) in school buildings or on school grounds.
3. Signage will be posted in a prominent public place in school buildings and on school grounds where electronic surveillance equipment may be used.

B. Student Records and Notice

School district personnel will comply with the provisions of applicable law regarding student record requirements including the Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities Education Act (IDEA). Recordings considered for retention, as a part of a student's behavioral record, will be maintained in accordance with established student record procedures governing access, review, and release of student records.

C. Staff Records and Notice

1. Recordings considered for retention as part of the employee's personnel record will be maintained in accordance with established Board personnel policies, administrative regulations, applicable law, and any labor agreements governing access, review, and release of employee personnel records.
2. The district will provide notice to students, parent(s), and school staff members that surveillance devices may be used in school buildings and on school grounds.

D. Storage/Security

1. All recordings will be stored by the Superintendent or designee and secured to ensure confidentiality.

- Recordings will be retained in accordance with the New Jersey Department of the Treasury – Records Management Services - Records Retention Schedules and will be erased or discarded, unless there is a legitimate reason for retaining such recording for review, upon receiving prior authorization from Records Management Services.

E. Use

- The determination of the location of surveillance devices shall be made by the Superintendent or designee.
- Tampering with or otherwise interfering with surveillance equipment is prohibited. Any individual found tampering with equipment shall be subject to discipline.

F. Viewing or Listening

- Initial viewing or listening to recordings will be done by the \_\_\_\_\_ (~~Building Principal or designee, Superintendent of Schools or designee, Other - Specify~~).
- Requests for viewing or listening will be limited to persons with a direct interest in any proceedings, disciplinary or otherwise, resulting from the recordings, as deemed appropriate by the \_\_\_\_\_ (~~Building Principal or designee, Superintendent of Schools or designee, Other - Specify~~).
- Only the portion of the recording concerning a specific incident will be made available for viewing.
- Viewing or listening to the recording will be permitted on school property or as otherwise required by law.
- All viewing by non-school personnel will be in the presence of the \_\_\_\_\_ (~~Building Principal or designee, Superintendent of Schools or designee, Other - Specify~~).
- A written log will be maintained by the \_\_\_\_\_ (~~Building Principal or designee, Superintendent of Schools or designee, Other - Specify~~) of those non-school personnel viewing video recordings including date of viewing, reason for viewing, the date the recording was made, and the signature of the viewer.
- Video recordings remain the property of the school district and may be reproduced only in accordance with law, including applicable district student records policy and procedures and district personnel records policy, procedures and applicable labor agreements.

G. Law Enforcement Memorandum of Understanding (MOU) (N.J.S.A. 18A:41-9)

- In accordance with the provisions of N.J.S.A. 18A:41-9, if at least one school building of the school district is equipped with video surveillance equipment that is capable of streaming live video wirelessly to a remote location, the Board of Education shall enter into a MOU with local law enforcement authorities providing the authorities with the capacity to activate the equipment and view live streaming video. The MOU shall include, but need not be limited to, the following:

- a. The designation of individuals who shall be authorized to view live streaming video;
  - b. The circumstances under which the designated individuals would view live streaming video; and
  - c. A detailed plan for preventing and detecting unauthorized access to live streaming video.
2. In the case of a school building that is located in a municipality in which there is no municipal police department, the Board shall enter into a MOU with an entity designated by the Superintendent of the State Police.
  3. In the event the district and law enforcement authority are unable to reach an agreement regarding any provision required to be included pursuant to G.1.a.-c. above, the County Prosecutor shall make the final determination.
  4. Nothing in N.J.S.A. 18A:41-9 shall be construed as to require the installation of video surveillance equipment capable of streaming live video wirelessly to a remote site from a school building that is not equipped with such equipment.

H. Purchase, Maintenance, Replacement of Equipment/Supplies

1. The School Business Administrator/Board Secretary or designee will be responsible for the purchase, maintenance, and replacement of all electronic surveillance devices.

Issued: April 30, 2018

R 8220 SCHOOL CLOSINGS

The following procedures will govern the unscheduled closing of school for the entire school day, the delayed opening of school, and the early closing of school. No single set of rules can anticipate the problems that may be encountered when schools must be closed, and Building Principals may be required to exercise independent judgment in individual circumstances. Any consequent deviation from these rules shall be approved by the Superintendent.

A. Notification Provisions

1. The Superintendent or designee shall notify media outlets and/or activate an emergency call system when a decision is made for an unscheduled closing of school for the entire school day, the delayed opening of school, or the early closing of school. The media outlets may include, but not be limited to, radio, television stations, and internet websites as listed below:

[www.aes.k12.nj.us](http://www.aes.k12.nj.us)

Realtime Instant Alert

WRNJ

2. Parent(s) will be notified at the beginning of each school year that they will be notified of an emergency school closing day by means of announcements over the media outlets listed above.

B. All Day Closing

1. The decision to close schools for the day will be made in accordance with Policy 8220. As soon as the decision is made, the Superintendent or designee will promptly notify:

a. The media outlets identified in A.1. above;

b. All school staff members;

c. \_\_\_\_\_ (private schools to which transportation is provided for district children);

;

d. ~~Police Departments (municipalities that are affected by decision or that provide school crossing guards);~~

e. Board of Education President; and

f. Any other individuals or organizations the Superintendent or designee determines the need to be notified.

2. Notwithstanding a provision in a collective bargaining agreement, if applicable, unless the Superintendent determines otherwise, school office personnel and custodial personnel are expected to report for work on an emergency closed day.

C. Delayed Opening

1. The decision to delay the opening of school will be made as soon as practicable. Notice of the delayed opening will be given in accordance with B. above.
2. Notwithstanding a provision in a collective bargaining agreement, unless the Superintendent determines otherwise, school office personnel and custodial personnel are expected to report to work on time if the opening of school is delayed.
3. If weather conditions change after a delayed opening has been announced, the Superintendent may decide to close schools for the day. This decision will be made as soon as practicable. Notice of the closing of schools for the day will be given in accordance with B.1. above.
4. The Principal of each school will modify the school's schedule to accommodate the shorter day. After-school and athletic events may be canceled.

D. Early Dismissal

1. The decision by the Superintendent or designee to close school early will be promptly relayed to the media outlets, school staff members, and the people or organizations listed in B.1. above.
2. Building Principals in the affected schools will promptly notify all school staff members of the early closing, using appropriate building procedures.
3. Parents may be notified of an early dismissal through an emergency call system, district or school website, a telephone communication chain, or any other method or process deemed appropriate.
4. A parent may come to the school and sign out his/her child at any time after the decision to close early has been made. Any removal of a child must be in strict accordance with Policy and Regulation 5230 regarding the person(s) to whom a child may be released.
5. The Principal may designate a safe and secure location in the school building to which may be assigned students whose parent or temporary caretaker could not be reached by telephone or other means or the student was unable to be released from school early for good reason.
  - a. A teaching staff member will be assigned to supervise the students who remain in the school.

**NO NEW LANGUAGE – OK TO RE-ADOPT**

R 8462 CHILD ABUSE AND/OR NEGLECT (M)

A. Definitions

1. An “abused child” as defined in N.J.S.A. 9:6-8.9, is a child under the age of eighteen years whose parent, guardian, or other person having his/her custody and control:
  - a. Inflicts or allows to be inflicted upon such child physical injury by other than accidental means which causes or creates a substantial risk of death, or serious or protracted disfigurement, or protracted impairment of physical or emotional health or protracted loss or impairment of the function of any bodily organ;
  - b. Creates or allows to be created a substantial or ongoing risk of physical injury to such child by other than accidental means which would be likely to cause death or serious protracted disfigurement, or protracted loss or impairment of the function of any bodily organ;
  - c. Commits or allows to be committed an act of sexual abuse against the child;
  - d. Or a child whose physical, mental, or emotional condition has been impaired or is in imminent danger of becoming impaired as the result of the failure of his/her parent, guardian, or other person having his/her custody and control, to exercise a minimum degree of care (1) in supplying the child with adequate food, clothing, shelter, education, medical, or surgical care though financially able to do so or though offered financial or other reasonable means to do so, or (2) in providing the child the proper supervision or guardianship, by unreasonably inflicting or allowing to be inflicted harm, or substantial risk thereof, including the infliction of excessive corporal punishment or using excessive physical restraint under circumstances which do not indicate that the child’s behavior is harmful to himself/herself, others or property, or by any other act of similarly serious nature requiring the aid of the court;
  - e. Or a child who has been willfully abandoned by his/her parent, guardian, or other person having his/her custody and control; or

- f. Or a child who is in an institution as defined under N.J.S.A. 9:6-8.21 and (1) has been so placed inappropriately for a continued period of time with the knowledge that the placement has resulted and may continue to result in harm to the child's mental or physical well-being, or (2) has been willfully isolated from ordinary social contact under circumstances which indicate emotional or social deprivation.

A child shall not be considered abused under N.J.S.A. 9:6-8.9 if the acts or omissions described therein occur in a day school as defined in N.J.S.A. 9:6-8.21.

2. An "Intern" means a post-secondary student or graduate student in a professional field gaining supervised practical experience.

## B. Indications of Child Abuse and/or Neglect

1. The suspicion of child abuse and/or neglect may be based on the complaints of the child or on the direct observations of the employee, volunteer, or intern. A person should suspect child abuse and/or neglect when certain conditions appear to be present. The conditions may be, but are not limited to, whenever:
  - a. There is evidence of physical injury to a student not likely to have been caused by an accident, regardless of the student's explanation of the injury;
  - b. A student complains of having been injured or having been sexually molested, with or without external signs of physical injury;
  - c. A student appears to be malnourished;
  - d. A student's general condition indicates a persistent want of care, such as clothing inadequate for the weather, inadequate hygiene, lack of sleep, decayed and broken teeth, and the like;
  - e. A student complains of or indicates by other means that he/she has been subjected to threats or emotional abuse;
  - f. A student is excessively apprehensive, fearful, withdrawn, or aggressive;
  - g. A student is afraid to go home after school or arrives to school unreasonably early;
  - h. A parent or the caretaker of a child admits having abused the child;
  - i. The removal from school by the parent, guardian, or other person having custody and control of the child that may be an indicator of additional grievous abuses; or

j. School district personnel have any other reason to believe that a child has been subject to child abuse and/or neglect, to include but not be limited to, physical abuse, sexual abuse, neglect, educational abuse, and educational neglect.

C. Notification Requirements for School District Employees, Volunteers or Interns

1. Employees, volunteers, or interns working in the school district shall immediately notify designated child welfare authorities of incidents of alleged missing, abused, or neglected children.
  - a. The person having reason to believe that a child may be missing or may have been abused or neglected may inform the Principal or other designated school official(s) prior to notifying designated child welfare authorities if the action will not delay immediate notification.
  - b. The person notifying designated child welfare authorities shall inform the Principal or other designated school official(s) of the notification, if such had not occurred prior to the notification.
    - (1) Notice to the Principal or other designated school official(s) need not be given when the person believes the notice would likely endanger the reporter or student involved or when the person believes the disclosure would likely result in retaliation against the student or in discrimination against the reporter with respect to his or her employment.
2. Reports of incidents of alleged missing, abused, or neglected children shall be reported to the New Jersey State Central Registry (SCR) at 1-877 NJ ABUSE. If the child is in immediate danger a call shall be placed to 911 as well as to the SCR.

D. School District's Notification to Law Enforcement

1. The Principal or other designated school official(s) upon being notified by a person having reason to believe that a child may be missing or may have been abused or neglected, must notify appropriate law enforcement authorities of incidents of potentially missing, abused, or neglected child situations.
  - a. Notification procedures to child welfare authorities and law enforcement authorities regarding alleged incidents of missing, abused, or neglected children shall be consistent with the Memorandum of Agreement between education and law enforcement authorities pursuant to N.J.A.C. 6A:16-6.2(b)13.
  - b. Notification to appropriate law enforcement authorities shall be made for all reports by employees, volunteers, or interns working in the school district.
    - (1) The notification to appropriate law enforcement authorities on behalf of a student attending a receiving school shall be made to the law enforcement authorities identified in the receiving school's Memorandum of Agreement as required by N.J.A.C. 6A:16-6.2(b)13.
2. Confirmation by another person is not required for a school district employee, volunteer, or intern to report the suspected missing, abused, or neglected child situation.

E. School District Cooperation with Designated Law Enforcement Authorities

1. The school district will cooperate with designated child welfare and law enforcement authorities in all investigations of potentially missing, abused, or neglected children.
  - a. Accommodations shall be made permitting the child welfare and law enforcement investigators to interview the student in the presence of the Principal or other designated school official(s).
    - (1) If the student is intimidated by the presence of the school representative, the student shall be requested to name an employee, volunteer, or intern working in the school district, whom he or she feels will be supportive, and who will be allowed to accompany the student during the interview.
  - b. District administrative and/or supervisory staff members will assist designated child welfare and law enforcement authorities in scheduling interviews with any employee, volunteer, or intern working in the school district who may have information relevant to the investigation.
  - c. In accordance with N.J.A.C. 6A:16-11.1(a)5.iii., the district will release all records of the student who is the subject of the investigation that are deemed to be relevant to the assessment or treatment of a potentially missing, abused, or neglected child pursuant to N.J.S.A. 18A:36-19, N.J.S.A. 9:8-8.40 and allowable under the Family Education Rights and Privacy Act (FERPA), 34 CFR Part 99.
  - d. In accordance with N.J.A.C. 6A:16-11.1(a)5.iv., the district will ensure the maintenance, security, and release of all confidential information about potential missing, abused, or neglected child situations is in accordance with N.J.S.A. 18A:36-19, N.J.S.A. 9:8-8.40, and N.J.A.C. 6A:32-7.
    - (1) All information regarding allegations of potentially missing, abused, or neglected children reported to authorities about an employee, volunteer, or intern working in the school district shall be considered confidential and may be disclosed only as required in order to cooperate in investigations pursuant to N.J.A.C. 6A:16-11.1(a)2. and 3. or by virtue of a Court Order. Records pertaining to such information shall be maintained in a secure location separate from other employee personnel records and accessible only to the Superintendent or designee.
  - e. In accordance with N.J.A.C. 6A:16-11.1(a)5.v., the district will release the student to child welfare authorities while school is in session when it is necessary to protect the student or take the student to a service provider.
    - (1) Such removal shall take place only after the Principal or other designated school official(s) has been provided, either in advance or at the time removal is sought, with appropriate documentation that the child welfare authority has already removed, or has appropriate authority to remove, the student from his or her home, as specified in N.J.S.A. 9:6-8.27 through 8.30.

- f. The district will cooperate in the transfer of a student who has been removed from his or her home by designated child welfare authorities for proper care and protection pursuant to N.J.S.A. 9:6-8.28 and 8.29 to another school.

F. Due Process Rights of a School Employee, Volunteer, or Intern Named As a Suspect

1. An employee, volunteer, or intern working in the school district who has been named as a suspect in a notification to child welfare and law enforcement authorities regarding a missing, abused, or neglected child situation shall be entitled to due process rights.
2. Temporary reassignment or suspension of an employee, volunteer, or intern working in the school district named as a suspect pursuant to N.J.A.C. 6A:16-11.1.(a)2 shall occur only if there is reason to believe that the life or health of the alleged victim or other student is in jeopardy due to continued contact between the employee, volunteer, or intern and the student.
3. All references to a notification to the designated child welfare authorities of a potential missing, abused, or neglected child situation involving a school district employee, shall be removed from the employee's personnel records immediately following the receipt of an official notice from child welfare authorities that the allegation was unfounded pursuant to N.J.S.A. 18A:6-7a.

Adopted: September 3, 2014

R 8600 STUDENT TRANSPORTATION

General Requirements - Students Remote From School

A. The Board will transport:

1. Students who reside remote, as defined in N.J.S.A. 18A:39-1. and N.J.A.C. 6A:27-1.4(a)1. and (a)2., from their assigned district school of attendance;
2. Nonpublic school students who reside remote from their school of attendance and meet the eligibility criteria of N.J.A.C. 6A:27-2.1 et seq.;
3. Charter school or renaissance school students pursuant to N.J.A.C. 6A:27-3.1 et seq.;
4. Students with special needs shall be provided transportation in accordance with N.J.S.A. 18A:39-1 et seq. and with their Individualized Education Program (IEP) pursuant to N.J.A.C. 6A:27-5.1;
5. School choice students pursuant to N.J.A.C. 6A:27-4.1 et seq.; and
6. Special population students pursuant to N.J.A.C. 6A:27-6.2 through 6.5.

~~**Optional for School Districts Limiting Time a Student is Riding on a School Bus**~~

~~B. The Board has determined that no public school student in grades \_\_\_\_\_ to \_\_\_\_\_ shall be required to ride a school bus more than \_\_\_\_\_ minutes one way per day.~~

~~**Optional for School Districts Limiting a Student's Walking Distance to Bus Stops**~~

~~C. Students in grades \_\_\_\_\_ shall not be required to walk more than \_\_\_\_\_ miles to the bus stop to which they have been assigned.~~

~~**Only required for districts located in a county of the third class with a population of not less than 80,000 and not more than 120,000. A third class county is defined as a county that does not border the Atlantic Ocean and has a population between 50,000 and 200,000.**~~

~~D. Transportation services will be provided in accordance with N.J.A.C. 6A:27-2.2(e)1 to a nonpublic school located outside the State not more than twenty miles from the student's home.~~

**[Only required for school districts that provide less than remote/courtesy busing services for students who must walk to and from school on a hazardous route.]**

### **Hazardous Routes**

The Board will approve all bus routes each school year. Bus routes for all non-remote students who must walk to and from school along hazardous routes will be designated and approved by the Board. The Board will approve a list of hazardous routes in the district requiring the courtesy busing of students and the criteria used in designating the hazardous routes. In adopting Policy and Regulation 8600 and the list of hazardous routes, the Board may consider, but shall not be limited to, the criteria outlined in N.J.S.A. 18A:39-1.5 as follows:

1. Population density;
2. Traffic volume;
3. Average vehicle velocity;
4. Existence or absence of sufficient sidewalk space;
5. Roads and highways that are winding or have blind curves;
6. Roads and highways with steep inclines and declines;
7. Drop-offs that are in close proximity to a sidewalk;
8. Bridges or overpasses that must be crossed to reach the school;
9. Train tracks or trestles that must be crossed to reach the school; and
10. Busy roads or highways that must be crossed to reach the school.

A school district shall work in conjunction with municipal officials in determining the criteria necessary for the designation of a hazardous route.]

### Cooperative/Coordinated Transportation Services

- A. The Board shall utilize cooperative/coordinated transportation services in accordance with the provisions of N.J.S.A. 18A:39-11.1 et seq. and N.J.A.C 6A:27-10.1 et seq.

### School Bus Use and Standards

- A. All school buses bid or purchased shall be equipped in accordance with the requirements of N.J.S.A. 39:3B-10 – School Bus Safety Equipment.
- B. School bus drivers and all school bus passengers shall be required to wear seat belts when transported in school buses so equipped. Seat belts shall be fastened when the driver and passengers board the vehicle and they shall be kept fastened at all times while on board the vehicle. Seat belts may be unfastened only when the individual is departing the vehicle. The Board further requires that drivers and passengers using private vehicles to transport students wear seat belts in the same manner.
- C. There shall be displayed on every bus subject to the provisions of N.J.S.A. 39:3B-1, signs or legends which will, insofar as practicable, inform the driver of any vehicle concerning the duty imposed upon him/her by law with

respect to passing a bus, while it is loading or unloading. The signs or legends shall be in a color, form, and design as will meet the requirements prescribed by the State Board of Education.

An agency, Board of Education, nonpublic school, or school bus contractor operating a school bus subject to the provisions of N.J.S.A. 39:3B-1 shall display across the rear of the school bus a telephone number, website address, or other identifying information which shall allow the public to report a bus driver's misconduct while operating the school bus to the Board of Education or nonpublic school for which the school bus provides transportation. The lettering shall be of a color that contrasts with the color of the school bus.

The Board of Education or nonpublic school shall comply with New Jersey Department of Education (NJDOE) regulations regarding: the appropriate Board of Education or nonpublic school official or designee to address and respond to a complaint of school bus driver misconduct; the appropriate actions which a Board of Education or nonpublic school may take to respond to a complaint of school bus driver misconduct; and the time period during which a Board of Education or nonpublic school may act to respond to a complaint of school bus driver misconduct in accordance with the provisions of N.J.S.A. 39:3B-2.1.

- D. The Board requires every school bus bid or purchased that is used to transport public, non-public, charter, and/or renaissance school students will be equipped with a crossing control arm at the right front corner of the bus. The arm must open and extend out from the bus at least five feet each time the bus door is opened.
- E. School bus purchase, use, and standards must meet Federal and State standards and must be in accordance with N.J.A.C. 6A:27-7.1 et seq. and N.J.S.A. 18A:18A-1 et seq. – Public School Contracts Law.

#### Operation and Management of Transportation System

##### A. The transportation coordinator shall

1. Prepare a map of the district on which each bus stop and bus route is indicated or, alternatively, prepare an itinerary of bus routes that may be used in conjunction with a map of the school district;
  2. Prepare and promulgate procedures to be followed in the event of a bus emergency, bus safety, bus driver training and rules governing the conduct of all students transported by the Board in accordance with N.J.A.C. 6A:27-11.1 et seq. and 6A:27-12.1 et seq.;
  3. Maintain such records and make such reports regarding school transportation as are required by the State Board of Education; and
  4. Prepare the specifications for each bus route or contract for which proposals will be sought by the Board in accordance with N.J.A.C. 6A:27-9.1 et seq.
- B. The operation and fiscal management of the district's transportation system shall be conducted in strict accordance with rules of the State Board of Education and the NJDOE.

Issued: 28 October, 2019

R 8630 EMERGENCY SCHOOL BUS PROCEDURES (M)

**M**

A. Staff Training

1. The employer shall administer a safety education program for all permanent and substitute school bus drivers and school bus aides that it employs. At a minimum, the training shall include:
  - a. Student management and discipline;
  - b. School bus accident and emergency procedures;
  - c. Conducting school bus emergency exit drills;
  - d. Loading and unloading procedures;
  - e. School bus stop loading zone safety;
  - f. Inspecting the school vehicle for students left on board the bus at the end of a route; and
  - g. The use of student's educational records, including the employee's responsibility to ensure the privacy of the student and his or her records, if applicable.
2. The employer shall administer a safety education program to school bus drivers that includes defensive driving techniques and railroad crossing procedures.
3. The employer shall administer the safety education program, as set forth in A.1. and 2. above, twice per calendar year to all permanent and substitute school bus drivers and school bus aides it employs in accordance with N.J.S.A. 18A:39-19.1a.

4. The employer shall be responsible to administer a Commissioner of Education-developed training program on proper procedures for interacting with students with special needs in accordance with the provisions of N.J.S.A. 18A:39-19.2 and 18A:39-19.3 for all school bus drivers and school bus aides:
  - a. In the case of a school bus driver or aide who is employed prior to the development and availability of the training program, the employer shall administer the training program to the individual no later than one hundred and eighty days after the training program is made available by the Commissioner;
  - b. In the case of a school bus driver or aide who is employed after the development and availability of the training program, the employer shall administer the training program to the individual prior to that individual operating a school bus or serving as an aide on a school bus;
  - c. In accordance with the provisions of N.J.S.A. 18A:39-19.3.b., the employer shall require a school bus driver or school bus aide to file a certification with the employer that the individual has completed the training program required as per N.J.S.A. 18A:39-19.2 within five business days of its completion. The employer shall retain a copy of the certification for the duration of the individual's employment, and shall forward a copy of the certification to the New Jersey Department of Education (NJDOE); and/or
  - d. Contractors that provide student transportation services under a contract with the Board of Education shall comply with the requirements of N.J.S.A. 18A:39-19.2 and 19.3 and N.J.A.C. 6A:27-11.1 et seq.

#### B. Emergency Bus Evacuation Drills

1. The Principal or designee of each school shall organize and conduct emergency bus exit drills at least twice within the school year for students who are transported to and from school and all other students shall receive school bus evacuation instruction at least once within the school year.
2. School bus drivers and bus aides shall participate in the emergency exit drills.
3. Bus exit drills will be conducted on school property and shall be supervised by the Principal or by a person assigned to act in a supervisory capacity. The drills will be conducted when weather is conducive to safety and preferably when the bus arrives at school with a full complement of students.
4. The portion of the drill involving the use of the rear emergency door, which requires students to jump from the bus to the ground does need not to be performed by every student and may be demonstrated by others.
5. The school bus driver or supervisor of the drill shall:
  - a. Describe and demonstrate the use of kick-out windows and split-sash windows;
  - b. Describe the location and use of flares, flags, fire ax, and other emergency equipment;
  - c. Give instruction in the opening and closing of front and rear doors, turning off the ignition switch, and setting and releasing the emergency brake;
  - d. Explain that the bus will be evacuated by the front door when the bus is damaged in the rear and by the rear door when the front door is blocked;
  - e. Demonstrate the use of the emergency exit door;
  - f. Instruct students that lunches and books should be left on the bus in the evacuation procedure;

- g. Encourage older, bigger students to assist younger, smaller students in their exit from the bus;
  - h. Have students leave the bus one row at a time, left and right sides alternating, in a prompt and orderly fashion;
  - i. Instruct students to group a safe distance away from the bus and to wait in that place until directed by the driver, a police officer, or other adult in authority;
  - j. Tolerate no student misbehavior in the conduct of the drill; the failure of any student to follow directions must be reported to the Principal; and
  - k. Provide any other training required by Federal and State law or as deemed appropriate by the Board that will protect the safety of the students in the event the bus needs to be exited due to an emergency.
6. In accordance with the provisions of N.J.A.C. 6A:27-11.2(d), emergency bus evacuation drills shall be documented in the minutes of the Board at the first meeting following completion of the emergency exit drill. The minutes shall include, but are not limited to, the following:
- a. The date of the drill;
  - b. The time the drill was conducted;
  - c. The school name;
  - d. The location of the drill;
  - e. The route number(s) included in the drill; and
  - f. The name of the Principal or assigned person(s) who supervised the drill.

C. Additional Precautions

- 1. School bus drivers may, depending on the age of the students on a bus route, discuss with the students additional safety precautions that may be taken in the event of a bus emergency. The safety precautions to be discussed shall be approved by the **(Transportation Coordinator and ~~or~~ Principal or designee)**.
- 2. In accordance with the provisions of N.J.S.A. 18A:39-19.4, the Commissioner of Education shall develop a student information card that includes information that should be readily available to a school bus driver and school bus aide for the purpose of promoting proper interaction with a student with special needs. The parent of a student with an Individualized Education Plan (IEP) shall complete the student information card when the IEP is developed or amended for a student who receives transportation services.
  - a. Upon receiving consent from a student's parent, the school district shall provide a copy of the completed student information card to a school bus driver and school bus aide for each student on the bus route to which the school bus driver or school bus aide is assigned for whom a student information card has been completed by the parent.
- 3. School bus drivers shall attend training workshops offered by the NJDOE and this school district and shall be trained in first aid.
- 4. Each school bus shall be equipped with:

- a. A list of the students assigned to that bus;
  - b. A basic first aid kit;
  - c. Several emergency notice cards on which are printed the telephone numbers of the appropriate police department, the receiving school, and an emergency medical service and on which is provided a space for writing the location of a disabled school bus and the name of the bus driver;
  - d. Flags or flares or other warning devices; and
  - e. Any other equipment or supplies determined to be included on the school bus by the administration.
5. Each school bus driver shall:
- a. Inspect his/her bus for possible hazards or safety concerns before driving the bus each day;
  - b. Keep aisles and passageways clear at all times;
  - c. Maintain student discipline on the bus;
  - d. Prohibit the presence of any non-service animal, firearm, ammunition, weapon, explosive, or any other dangerous or illegal material or object on the school bus;
  - e. Report promptly to the \_\_\_\_\_ (**Principal; Transportation Coordinator, Other**) any potential driving hazard on his/her route, such as construction, road work, etc.;
  - f. Report promptly to the \_\_\_\_\_ (**Principal; Transportation Coordinator, Other**) any deviation in the bus route or schedule;
  - g. Drive within speed limits at all times and exercise extraordinary care in inclement weather;
  - h. Know and obey all motor vehicle laws and regulations and State Board of Education regulations;
  - i. Not smoke, eat, or drink while in or operating the bus at any time or perform any act or behave in any manner that may impair the safe operation of the school bus;
  - j. Inspect the school vehicle for students left on board the bus at the end of a route; and
  - k. Not allow a student on board a school bus unless the bus driver or other employee of the Board or school bus contractor is also on board the bus. This shall not apply when a school bus driver leaves the bus to assist in the boarding or exiting of a disabled student or in the case of an emergency.

#### D. General Emergency Rules

1. School bus drivers are responsible for the safety of the students on their bus. In the event of an emergency, school bus drivers must exercise responsible leadership. The safety and well-being of students must be the drivers' paramount consideration. School bus drivers shall stay with their students until another school staff member, law enforcement officer, or a first responder can assume responsibility for the safety of the students.
2. School bus drivers may not leave the school bus when children are aboard except in an emergency and, then, only after they have turned off the engine, removed the ignition key, and safely secured the school bus.
3. A school bus must be evacuated when:

- a. There is a fire in the engine or any other portion of the bus;
  - b. There is a danger of fire because the bus is near an existing fire or a quantity of gasoline or other highly combustible material and is unable to move away;
  - c. The bus is disabled for any reason and:
    - (1) Its stopping point is in the path of a train or is adjacent to a railroad track;
    - (2) A potential exists for the position of the bus to shift thus endangering students; or
    - (3) The stopping point (e.g., on a hill, curve, or near an obstruction) fails to provide oncoming traffic with at least 300 feet visibility of the bus, thus creating the danger of a collision.
  - d. The risk of remaining in the bus poses a greater safety risk than evacuating the bus.
4. When a school bus is evacuated, students shall leave the bus by the exit(s) and in the manner that affords maximum safety in the circumstances.
  5. Students who have been evacuated from a school bus shall be moved to a safe place and distance from the bus and remain there until the driver or, if the driver is incapacitated, another person in authority has determined that no danger remains or until other alternative safety provisions can be made.
  6. No student shall be allowed to request a ride with a passerby or proceed to walk home or leave the scene without the specific approval of the bus driver, a police officer, or other person in authority.
  7. In the event a school bus is disabled in the course of providing student transportation, the driver, or a responsible person designated by the driver, will notify the Principal of the receiving school, Transportation Coordinator, School Business Administrator/Board Secretary, Other of the number and location of the bus and the circumstances of the disability. The Principal of the receiving school, Transportation Coordinator, School Business Administrator/Board Secretary, Other will make arrangements for the safety of the students.

E. Specific Emergency Situations

1. In the event of an accident or vehicle failure the following procedures will be implemented:
  - a. The school bus driver shall, in person or through a responsible designee, summon the police and emergency medical services, if necessary, and notify the Principal of the receiving school and the School Business Administrator/Board Secretary or designee, of the district providing the transportation.
  - b. The school bus driver will attempt to make all students as safe and comfortable as possible. If possible and necessary, the driver will administer emergency first aid to injured students.
  - c. In the event of an accident with no apparent or actual injuries and when law enforcement officials permit the bus to continue on its route after investigating the accident the school nurse will:
    - (1) If the accident occurred on the way to school or during school hours, examine any student who is feeling or displaying any symptoms of any injuries from the accident when the bus arrives at school; or

- (2) If the accident occurred on the way home from school, examine any student who is feeling or displaying any symptoms of any injuries from the accident the next school day or if the parent of a student requests the school nurse examine their child the next school day.
  - d. In the event of an accident where students are injured, a student(s) may be transported to a hospital if it is determined by law enforcement, medical, and/or first aid staff at the accident scene additional medical treatment is required.
    - (1) If the accident occurred on the way to school or during school hours, the school nurse will examine any student not transported to the hospital who is feeling or displaying any symptoms of any injuries from the accident when the bus arrives at school.
    - (2) If the accident occurred on the way home from school, the nurse will examine any student feeling or displaying any symptoms of any injuries from the accident the next school day or if the parent of a student requests the school nurse examine their child the next school day.
  - e. If another vehicle(s) is involved, the bus driver will obtain the following information from the driver(s) of that vehicle(s) or from law enforcement officers at the accident scene: driver's name, driver's license number, vehicle owner's name and address, vehicle registration number, owner's insurance company and policy number, and a description of the vehicle (color, make, year, body type).
  - f. The following notifications must be provided:
    - (1) The school bus driver must report immediately to the Principal of the receiving school and the School Business Administrator/Board Secretary or designee of the district providing the transportation, any accident that involves an injury, death, or property damage. In addition, the bus driver must complete and file the Preliminary School Bus Accident Report prescribed by the Commissioner of Education.
    - (2) The Principal of the receiving school shall retain a copy of the Report and forward other copies of the Report as prescribed by the NJDOE.
    - (3) In addition, a school bus driver involved in an accident resulting in injury or death of any person, or damage to property of any one person in excess of \$500 shall complete and file within ten days after such accident a Motor Vehicle Accident Report in accordance with N.J.S.A. 39:4-130.
    - (4) The parent of students involved in a school bus accident shall be notified as quickly as possible commensurate with the severity of the accident and injuries, if any, and hospital placement of their child if transported to a hospital by ambulance or by other emergency personnel.
2. In the event the school bus driver is incapacitated, the following procedures will be implemented:
  - a. A school bus driver is incapacitated when he/she is unable to operate the school bus safely or when his/her driving ability is significantly impaired by the driver's physical or mental condition.
  - b. If there is a bus aide on the bus, the bus aide will take steps necessary to have the bus pulled off the road to a safe location and shall contact school officials or emergency services for assistance. If a bus aide is not on the bus, the bus driver shall pull the bus off the road to a safe location and contact school officials or emergency services for assistance.

- c. The bus shall be stopped, with due consideration for the safety of its passengers, the motor turned off, the ignition key removed, and safely secure the bus.
  - d. The ~~(Principal of the receiving school, Transportation Coordinator, School Business Administrator/Board Secretary, Other)~~ shall immediately arrange for the transportation of the students by substitute driver, substitute bus, or other means.
3. In the event of an injury to a student on the bus, at a bus stop, or along a transportation route, not incurred as the result of a school bus accident, the following procedures will be implemented.
- a. In the absence of another responsible adult in authority, the school bus driver will take charge of a student who has been injured or disabled on a school bus, at a school bus stop, or along the transportation route traveled by the school bus.
  - b. If necessary, first aid will be administered.
  - c. If the student's injury is serious, emergency medical services will be summoned; the school bus driver or a responsible adult appointed by the bus driver will remain with the student until emergency medical help arrives.
  - d. If the student's injury:
    - (1) Occurs on the way to the school, the school bus driver will deliver the injured student to the school nurse for examination and such treatment or referral as may be required. The school nurse will notify the student's parent;
    - (2) Occurs on the way to the student's home, the school bus driver or another school district staff member will deliver the injured student to his/her parent or to a responsible adult at the student's home or if no one is home the injured student will be transported back to a school district location until a parent or another responsible adult can be contacted. If it is determined the student may need medical treatment and a parent or responsible adult cannot be contacted, the child may be transported to the school physician's office or to the nearest hospital emergency room; or
    - (3) Occurs on the way to or from an extracurricular event, the school bus driver will notify a professional staff member assigned to the activity, who will take charge of the student and notify the student's parent.
  - e. The school bus driver will immediately report the incident and any injuries to the Principal or designee of the school in which the student is enrolled.

Adopted: June 28, 2016  
Revised: April 30, 2018  
Re-Adopted: October 28, 2019

Allamuchy Board of Education

#### 7461 DISTRICT SUSTAINABILITY POLICY

Sustainability is defined as meeting the needs of the present without compromising the ability of future generations to meet their own needs. It considers the interrelationship of economic, social, and environmental factors that protect and enhance present and future quality of life.

The Board of Education desires to conduct its operations and make decisions with identified sustainability priorities that include at a minimum: protecting students, staff, and community from environmental harm; preparing students for the future by educating for sustainability (knowledge of concepts and practices of environmental, social, and economic responsibility and sustainability); and include an intent to preserve current and future resources.

The Board believes by incorporating sustainable practices into school policies and operations it can make an immediate impact on student health, academic performance, and teacher retention while decreasing operational costs and demands on natural resources.

The Superintendent of Schools will establish a School District Sustainability Committee to provide the Superintendent and the Board with information on the benefits of increased sustainability practices within the school district.

The Board wants to protect students, staff, school visitors, and community members from environmental harm and will strive to eliminate the use of potentially toxic and harmful substances; prepare students for the future by providing a high-quality education that support concepts and practices of environmental, social, and economic responsibility and sustainability; and preserving current and future resources by adopting practices in operations that balance environmental, social, and fiscal responsibility to protect and enhance the future quality of life.

#### **[Optional – Select Any Additional Sustainability Policy Provisions to be Practiced in the School District**

**The Board of Education authorizes the following sustainability practices to be implemented within the schools of the district:**

## Professional Development for Sustainability

Quality professional development of staff and Board members facilitates the effective transition to sustainability planning and practices for schools and school districts. Enhancing the knowledge of school personnel about the benefits and requirements of sustainability practices in a school setting increases the likelihood of a successful integration of sustainability into the school district's operations and promotes shared ownership of the outcomes.

The Board of Education will provide a minimum of two hours of time for professional development on sustainability topics to at least five members of the school district staff and/or members of the School District Sustainability Committee to include, but not be limited to, school Board members, district administrative staff members, teaching staff members, and support staff members.

The professional development for sustainability will provide a general understanding of the benefits of sustainable schools as well as specific information and guidance on undertaking some aspect of sustainability practices from planning to operations. The School District Sustainability Committee, Board members, district administrators, and other school staff members will work together to identify Board members and staff members that would benefit from training on sustainability topics. Training needs will be determined based on plans to maintain, implement, or expand sustainable practices in the school district.

Once the training needs have been identified, various professional development offerings will be reviewed and evaluated to determine the learning concepts that will be included, the educational methods that will be incorporated, and the professional skills that will be imparted. Professional development that incorporates sustainability concepts across subject areas in the teaching curriculum will be a key consideration, as educating for sustainability lays the foundation for sustainable thinking and practice among students, staff, and the broader community.

The school district may choose to train multiple staff members on a particular sustainability topic, either by hosting the training internally or by sending a group to an external training event such as a professional association meeting. Outside experts or internal staff with expertise in sustainability may also be utilized to provide the training. The training hours may also be completed through webinars, online courses, or workshops. Individual staff members or Board members may be trained in different sustainability topics as relevant to their official role in the school district.

The school district will maintain sustainability training documentation that identifies the names and position of the individuals receiving training (groups of five individuals are recommended), along with the following course information: date, instructor or course provider, course description or syllabus, and course length. Course training times exclude time for breaks and meals from the two-hour training requirement. The two hour training requirement does not have to be completed at a single event. For example, two one-hour training sessions or three forty-five minute sessions would meet the time requirement. The training hours must have occurred in the twenty-four months prior to submission for Sustainable Jersey for Schools certification, if such certification is desired.

Qualifying training includes courses or workshops on a topic related to sustainability in schools, from leadership, planning, policy, and curriculum development to teaching, enrichment, food service, transportation, and facilities management.

## Green Purchasing Policy

Green purchasing, also known as Environmentally Preferable Purchasing (EPP), is the coordinated purchasing of goods and services to minimize impacts on human health and the natural environment. Alternatives exist for many products used by schools that are less hazardous, save energy and water, and reduce waste.

A simple first step will be for the school district to purchase as many products as possible made from recycled content that are themselves recyclable. Green purchasing moves beyond recycled materials and also takes into consideration the raw materials, including energy and water, used to manufacture products; the production process itself; the packaging and distribution method; and the distance of transport and proximity of production.

The School Business Administrator/Board Secretary or designee will provide an outline of the standards and procedures for selecting products based on environmental criteria. The specific standards and guidelines for selecting products will be based on established environmental criteria, as well as promote the adoption of this Policy to district staff members. The district will attempt to purchase, in accordance with the provisions of applicable purchasing laws: green cleaning supplies; green cleaning equipment; recycled paper; energy efficient appliances; and/or equipment purchases and green cleaning training.

#### Classroom Chemical Purchase, Storage, and Disposal Policy

The Board of Education requires outdated chemicals used in the school district as part of the school district's Chemical Hygiene Plan are routinely removed from school grounds and future purchases will attempt to curtail or eliminate storage of unneeded chemicals. The School Business Administrator/Board Secretary will coordinate a lab clean-out and clean-out of outdated and unneeded chemicals every eighteen months.

Classroom chemical purchase, storage, and disposal will be in accordance with Board of Education Policy 7420 – Hygienic Management and Regulation 7420.2 – Chemical Hygiene that is in accordance with Federal and State law.

#### Green Cleaning Policy and Plan

A well-designed Green Cleaning Program developed by the School Business Administrator/Board Secretary or designee will be designed to reduce harmful chemical exposure and yield positive benefits for students, custodial staff, administrators, teachers, and the environment by protecting the environment; providing a healthy learning and work environment; increasing the lifespan of facilities; and protecting the health of custodial, maintenance, and building staff.

This Policy incorporates recommendations from the district's Green Cleaning Plan which will commit to procuring and using green cleaning products and green equipment, support training for custodial and maintenance staff, and describe efforts to evaluate and monitor progress. This Green Cleaning Policy will be shared with the administration, school staff members, and the broader school community. Before adopting this Green Cleaning Policy, the district will develop a Green Cleaning Plan or Green Cleaning Action Plan that will inform the Policy and support an effective program.

The school district's Green Cleaning Program will incorporate green cleaning products and equipment as well as staff training; engage parents, students, and school organizations in the program implementation; and follow a comprehensive plan that articulates strategies for key building areas including classrooms, kitchens, gymnasiums, offices, and entry systems. In addition to the use of Green Cleaning products, the district's Green Cleaning Program will incorporate technologies like microfiber cloths to reduce the use of cleaning chemicals and HEPA-filtered vacuum cleaners to promote healthy indoor air quality.

The School Business Administrator/Board Secretary or designee will establish a District Green Cleaning workgroup that includes administrators, facility manager, custodial and maintenance staff, teachers, school nurses, support staff, parents, and Green Team members, as well as other individuals interested in Green Cleaning to familiarize the team with Green Cleaning Program components, including Green Cleaning supplies and equipment, as well as the relationship to indoor air quality, chemical exposure, and cost-saving opportunities.

The development of the district's Green Cleaning Plan or Green Cleaning Action Plan will consider the following steps:

7. Complete building cleaning assessments by collecting facility and occupant information, and historical program strengths or weaknesses.
2. Create an inventory of custodial cleaning products and mechanical and non-mechanical equipment, and determine if they meet Green Cleaning standards.
7. Assess staff training and identify training needs and program resources available to support training. Determine how existing policies and procedures can be modified to utilize the wide range of Green Cleaning techniques and concurrently meet accepted levels of clean for specific areas of the facility.

7. Develop a plan with goals and strategies for cleaning procedures, Green Cleaning supplies, Green Cleaning equipment, and building facility enhancements (like expanded use and maintenance of walk-off mats at entrances). Benchmarks to guide the transition to Green Cleaning are critical due to training, product sourcing, and purchasing and staffing considerations.
7. Identify the Green Cleaning standards that will be used to purchase Green Cleaning equipment, non-mechanical equipment, and Green Cleaning custodial supplies. Possible standards include, but are not limited to:
  7. Carpet and Rug Institute, Green Vacuum Cleaner Standards.
    - b. ISSA, Construction Industry Management Standard for Green Buildings that supports Leadership in Energy and Environmental Design (LEED) certification.
    - c. EcoLogo Certified products, services and packaging are certified for reduced environmental impact. ECOLOGO Certifications are voluntary, multi-attribute, lifecycle based environmental certifications that indicate a product has undergone rigorous scientific testing, exhaustive auditing, or both, to prove its compliance with stringent, third-party, environmental performance standards.
    - d. Environmental Protection Agency's (EPA's) Safer Choice label helps consumers, businesses, and institutional buyers identify cleaning products and others that perform well and are safer for human health and the environment.
    - e. Green Seal standard provides sustainability standards for products, services, and companies based on life-cycle research. Green Seal standards provide criteria and guidelines for manufacturers, service providers, and companies to work toward sustainability. Green Seal has 31 issued standards that cover over 375 product and service categories. Examples of Cleaning Products and Services include the GS-42 Commercial and Institutional Cleaning Services, GS-34 Cleaning and Degreasing Agents, GS-37 Green Cleaning Services, GS-40 Floor-Care Products for Industrial and Institutional Use, and GS-41 Hand Cleaners for Industrial and Institutional Use.
    - f. U.S. Green Building Council's Leadership in Energy & Environmental Design-Existing Buildings criteria; or ISSA Cleaning Industry Management Standard for Green Buildings.
    - g. Other standards that meet or exceed those listed above are also acceptable.
6. Green Cleaning Action plans may also incorporate implementation timeframes and program-monitoring requirements.

### Promoting Physical Activity

In addition to high-quality physical education classes in the school district taught by certified and well-supported physical education teachers, multiple opportunities exist before, during, and after school to enable young people to achieve the U.S. Department of Health and Human Services' recommended sixty minutes of physical activity per day. They include: recess, physical activity breaks, before and after school programs, and the use of school facilities outside school hours.

The Healthy, Hunger-Free Kids Act of 2010 requires every school district that participates in Federal school meals programs to have a local school Wellness Policy that includes goals for physical activity. The Board of Education has adopted Policy 8505 – Local Wellness Policy/Nutrient Standards for Meals and Other Foods to meet this requirement. The Board of Education promotes a comprehensive school-based physical activity program in accordance with Board policy that will permit students to safely walk to and from school, to ride bicycles to and from school, and some of the activities and programs listed below to promote physical activities:

7. Recess: The district will provide a recess period on most school days for Kindergarten through fifth grade students;
2. Physical Activity Breaks: Teachers may periodically conduct three to five minute “physical activity breaks” or “brain energizers” and incorporate physical activity into academic lessons to help improve student performance and on-task behavior;
7. Before and After School Programs: Elementary and Middle Schools in the district will attempt to offer a minimum of two types of extracurricular programs that provide students with opportunities for physical activity beyond school hours. A high school will offer additional extracurricular programs that provide students with opportunities for physical activity beyond school hours;
7. If the district offers a before and/or after school student care program for children, either directly or through a contractor, such programs shall incorporate physical activity as a component of the daily schedule;
7. Intramural sports, which are organized sports that often emphasize fun as well as competition and involve students from the school of all skill levels who may not want to participate in an interscholastic sport;
6. Physical activity clubs that allow students to pursue specific interests or explore new activities;
7. Use of School Facilities Outside School Hours: The district may, in accordance with Board Policy, allow for the joint use of school facilities by community recreation programs offered by municipal or parks and recreation commissions, outside agencies, and/or youth-serving organizations on evenings, weekends, and during breaks in the school calendar.

#### Safe Routes to School

Safe Routes to School is a nationwide movement aimed at encouraging elementary and middle school students to walk or bicycle to school. The goal of New Jersey’s Safe Routes to School initiative is to get children walking and bicycling to school where it is safe and to make it safe where it is not safe. In support of this initiative, the Board has adopted Policy 8505 – Local Wellness Policy/Nutrient Standards for Meals and Other Foods, Policy 8600 – Transportation, and Policy 5514 – Student Use of Vehicles. The Board of Education and the administration will collaborate with municipal, county or State transportation, land-use planning, law enforcement, and other agencies to plan, construct, and encourage the use of safe, accessible, and convenient pedestrian and bicycle routes to and from school.

The Board recognizes the benefits of students walking or riding a bicycle to school on a safe route. Understanding there may not be a safe walking or biking route to and from school for every student, this physical activity for a student is both mentally and physically beneficial.

Students walking and riding a bicycle to school will be required to comply with Board policies, all safety and school rules, and regulations. A list of conditions explaining the rules and expectations of the student and parent will be provided by the Principal or designee.]

The Board of Education will post this Policy on the school district website along with samples of the district’s outreach activities to staff, students, and parents notifying them of the Policy adoption. Outreach activities/materials will include district newsletter articles, email blasts, presentations/announcements at Board of Education or district-wide staff meetings, and other public events.

Adopted:06/27/17

This policy was written by Roxbury BOE when they were adopting their Green Initiatives

## 7461.01- GREEN INITIATIVES

Section: Property

The ~~Roxbury~~ Allamuchy Township Board of Education recognizes the importance of minimizing the district's use of natural resources, providing a high-quality environment that promotes health and productivity and the effective management of our fiscal resources. The Board of Education agrees that the Superintendent of Schools and designated administrative staff will be responsible for developing a resource management program that includes strategies for implementing effective and sustainable resource practices, exploring renewable and clean energy technologies, reducing energy and water consumption, minimizing utility costs, reducing the amount of waste of consumable materials, encouraging recycling and green procurement practices, and promoting conservation principles by implementation of the following actions:

1. Energy and Energy Conservation Curriculum: The Supervisor of Buildings and Grounds will seek to integrate the concepts of resources conservation, including waste reduction and recycling, into our district's environmental curriculum at all grade levels.
2. Consumable Waste Reduction: Wherever possible and economically practical, the The Supervisor of Buildings and Grounds will seek to reduce the consumption of consumable materials, fully utilize all materials before disposal, and minimize the use of non-biodegradable products. Green purchasing efforts and promoted encouraging EPP (environmentally preferred purchasing) of products and services that create less waste and are more efficient.
3. Recycling and Environmental Operations: The Supervisor of Buildings and Grounds will explore collaboration with local, State, and Federal entities to promote recycling efforts.

4. Facility Operations, Maintenance, Construction, and Renovations: **The Supervisor of Buildings and Grounds** will strive to develop and implement an operations and maintenance program for its buildings and facilities that embraces practices for energy conservation, energy cost containment, and revenue enhancements. Green Cleaning with the use of green/environmentally friendly products will be utilized by staff and vendors where at all possible.

In addition, it will be the administration's goal to develop construction or renovation projects that adhere to LEED Silver standards. Furthermore, when economically viable and practical, the **The Supervisor of Buildings and Grounds** will develop site improvements that will attempt to reduce greenhouse gases while promoting environmentally-friendly lifestyles. Potential steps could include increased utilization of landscaping plantings, school gardens/learning centers, and greening of selected locales.

The GREEN Committees (staff and student) will be responsible for overseeing the development and implementation of this Sustainability Policy, as well as an annual Sustainability Plan and reports (as needed) in concert with the Superintendent of Schools and designated staff.

Adopted: 27 March 2017

**This policy was written by Roxbury BOE when they were starting their Green Team and Sustainability Committee**

## **7461.02- DISTRICT SUSTAINABILITY**

Section: Bylaws

Sustainability is defined as meeting the needs of the present without compromising the ability of future generations to meet their own needs. It considers the interrelationship of economic, social, and environmental factors that protect and enhance present and future quality of life.

The Board of Education desires to conduct its operations and make decisions with identified sustainability priorities that include at a minimum: protecting students, staff, and community from environmental harm; preparing students for the future by educating for sustainability (knowledge of concepts and practices of environmental, social, and economic responsibility and sustainability); and include an intent to preserve current and future resources.

The Board believes by incorporating sustainable practices into school policies and operations it can make an immediate impact on student health, academic performance, and teacher retention while decreasing operational costs and demands on natural resources.

The Superintendent of Schools will establish a School District Sustainability Committee to provide the Superintendent and the Board with information on the benefits of increased sustainability practices within the school district.

The Board wants to protect students, staff, school visitors, and community members from environmental harm and will strive to eliminate the use of potentially toxic and harmful substances; prepare students for the future by providing a high-quality education that support concepts and practices of environmental, social, and economic responsibility and sustainability; and preserving current and future resources by adopting practices in operations that balance environmental, social, and fiscal responsibility to protect and enhance the future quality of life.

The Board of Education authorizes the following sustainability practices to be implemented within the schools of the district:

#### Professional Development for Sustainability

Quality professional development of staff and Board members facilitates the effective transition to sustainability planning and practices for schools and school districts. Enhancing the knowledge of school personnel about the benefits and requirements of sustainability practices in a school setting increases the likelihood of a successful integration of sustainability into the school district's operations and promotes shared ownership of the outcomes.

The Board of Education will provide a minimum of two hours of time for professional development on sustainability topics to at least five members of the school district staff and/or members of the School District Sustainability Committee to include, but not be limited to, school Board members, district administrative staff members, teaching staff members, and support staff members.

The professional development for sustainability will provide a general understanding of the benefits of sustainable schools as well as specific information and guidance on undertaking some aspect of sustainability practices from planning to operations. The School District Sustainability Committee, Board members, district administrators, and other school staff members will work together to identify Board members and staff members that would benefit from training on sustainability topics. Training needs will be determined based on plans to maintain, implement, or expand sustainable practices in the school district.

Once the training needs have been identified, various professional development offerings will be reviewed and evaluated to determine the learning concepts that will be included, the educational methods that will be incorporated, and the professional skills that will be imparted. Professional development that incorporates sustainability concepts across subject areas in the teaching curriculum will be a key consideration, as educating for sustainability lays the foundation for sustainable thinking and practice among students, staff, and the broader community.

The school district may choose to train multiple staff members on a particular sustainability topic, either by hosting the training internally or by sending a group to an external training event such as a professional association meeting. Outside experts or internal staff with expertise in sustainability may also be utilized to provide the training. The training hours may also be completed through webinars, online courses, or workshops. Individual staff members or Board members may be trained in different sustainability topics as relevant to their official role in the school district.

The school district will maintain sustainability training documentation that identifies the names and position of the individuals receiving training (groups of five individuals are recommended), along with the following course information: date, instructor or course provider, course description or syllabus, and course length. Course training times exclude time for breaks and meals from the two-hour training requirement. The two hour training requirement does not have to be completed at a single event. For example, two one-hour training sessions or three forty-five minute sessions would meet the time requirement. The training hours must have occurred in the twenty-four months prior to submission for Sustainable Jersey for Schools certification, if such certification is desired.

Qualifying training includes courses or workshops on a topic related to sustainability in schools, from leadership, planning, policy, and curriculum development to teaching, enrichment, food service, transportation, and facilities management.

### Green Purchasing Policy

Green purchasing, also known as Environmentally Preferable Purchasing (EPP), is the coordinated purchasing of goods and services to minimize impacts on human health and the natural environment. Alternatives exist for many products used by schools that are less hazardous, save energy and water, and reduce waste.

A simple first step will be for the school district to purchase as many products as possible made from recycled content that are themselves recyclable. Green purchasing moves beyond recycled materials and also takes into consideration the raw materials, including energy and water, used to manufacture products; the production process itself; the packaging and distribution method; and the distance of transport and proximity of production.

The School Business Administrator/Board Secretary or designee will provide an outline of the standards and procedures for selecting products based on environmental criteria. The specific standards and guidelines for selecting products will be based on established environmental criteria, as well as promote the adoption of this Policy to district staff members. The district will attempt to purchase, in accordance with the provisions of applicable purchasing laws: green cleaning supplies; green cleaning equipment; recycled paper; energy efficient appliances; and/or equipment purchases and green cleaning training.

### Classroom Chemical Purchase, Storage, and Disposal Policy

The Board of Education requires outdated chemicals used in the school district as part of the school district's Chemical Hygiene Plan are routinely removed from school grounds and future purchases will attempt to curtail or eliminate storage of unneeded chemicals. The School Business Administrator/Board Secretary will coordinate a lab clean-out and clean-out of outdated and unneeded chemicals every eighteen months.

Classroom chemical purchase, storage, and disposal will be in accordance with Board of Education Policy 7420 – Hygienic Management and Regulation **7420.2 – Chemical Hygiene that is in accordance with Federal and State law.** (This regulation is mandated, the BOE has not created one. A recommended draft is included in this document.)

### Green Cleaning Policy and Plan

A well-designed Green Cleaning Program developed by the School Business Administrator/Board Secretary or designee will be designed to reduce harmful chemical exposure and yield positive benefits for students, custodial staff, administrators, teachers, and the environment by protecting the environment; providing a healthy learning and work environment; increasing the lifespan of facilities; and protecting the health of custodial, maintenance, and building staff.

This Policy incorporates recommendations from the district's Green Cleaning Plan which will commit to procuring and using green cleaning products and green equipment, support training for custodial and maintenance staff, and describe efforts to evaluate and monitor progress. This Green Cleaning Policy will be shared with the administration, school staff members, and the broader school community. Before adopting this Green Cleaning Policy, the district will develop a Green Cleaning Plan or Green Cleaning Action Plan that will inform the Policy and support an effective program.

The school district's Green Cleaning Program will incorporate green cleaning products and equipment as well as staff training; engage parents, students, and school organizations in the program implementation; and follow a comprehensive plan that articulates strategies for key building areas including classrooms, kitchens, gymnasiums,

offices, and entry systems. In addition to the use of Green Cleaning products, the district's Green Cleaning Program will incorporate technologies like microfiber cloths to reduce the use of cleaning chemicals and HEPA-filtered vacuum cleaners to promote healthy indoor air quality.

The School Business Administrator/Board Secretary or designee will establish a District Green Cleaning workgroup that includes administrators, facility manager, custodial and maintenance staff, teachers, school nurses, support staff, parents, and Green Team members, as well as other individuals interested in Green Cleaning to familiarize the team with Green Cleaning Program components, including Green Cleaning supplies and equipment, as well as the relationship to indoor air quality, chemical exposure, and cost-saving opportunities.

The development of the district's Green Cleaning Plan or Green Cleaning Action Plan will consider the following steps:

1. Complete building cleaning assessments by collecting facility and occupant information, and historical program strengths or weaknesses.
2. Create an inventory of custodial cleaning products and mechanical and non-mechanical equipment, and determine if they meet Green Cleaning standards.
3. Assess staff training and identify training needs and program resources available to support training. Determine how existing policies and procedures can be modified to utilize the wide range of Green Cleaning techniques and concurrently meet accepted levels of clean for specific areas of the facility.
4. Develop a plan with goals and strategies for cleaning procedures, Green Cleaning supplies, Green Cleaning equipment, and building facility enhancements (like expanded use and maintenance of walk-off mats at entrances). Benchmarks to guide the transition to Green Cleaning are critical due to training, product sourcing, and purchasing and staffing considerations.
5. Identify the Green Cleaning standards that will be used to purchase Green Cleaning equipment, non-mechanical equipment, and Green Cleaning custodial supplies. Possible standards include, but are not limited to:
  - a. Carpet and Rug Institute, Green Vacuum Cleaner Standards.
  - b. ISSA, Construction Industry Management Standard for Green Buildings that supports Leadership in Energy and Environmental Design (LEED) certification.
  - c. EcoLogo Certified products, services and packaging are certified for reduced environmental impact. ECOLOGO Certifications are voluntary, multi-attribute, lifecycle based environmental certifications that indicate a product has undergone rigorous scientific testing, exhaustive auditing, or both, to prove its compliance with stringent, third-party, environmental performance standards.
  - d. Environmental Protection Agency's (EPA's) Safer Choice label helps consumers, businesses, and institutional buyers identify cleaning products and others that perform well and are safer for human health and the environment.
  - e. Green Seal standard provides sustainability standards for products, services, and companies based on life-cycle research. Green Seal standards provide criteria and guidelines for manufacturers, service providers, and companies to work toward sustainability. Green Seal has 31 issued standards that cover over 375 product and service categories. Examples of Cleaning Products and Services include the GS-42 Commercial and Institutional Cleaning Services, GS-34 Cleaning and Degreasing Agents, GS-37 Green Cleaning Services, GS-40 Floor-Care Products for Industrial and Institutional Use, and GS-41 Hand Cleaners for Industrial and Institutional Use.
  - f. U.S. Green Building Council's Leadership in Energy & Environmental Design-Existing Buildings criteria; or ISSA Cleaning Industry Management Standard for Green Buildings.

g. Other standards that meet or exceed those listed above are also acceptable.

6. Green Cleaning Action plans may also incorporate implementation timeframes and program-monitoring requirements.

### Promoting Physical Activity

In addition to high-quality physical education classes in the school district taught by certified and well-supported physical education teachers, multiple opportunities exist before, during, and after school to enable young people to achieve the U.S. Department of Health and Human Services' recommended sixty minutes of physical activity per day. They include: recess, physical activity breaks, before and after school programs, and the use of school facilities outside school hours.

The Healthy, Hunger-Free Kids Act of 2010 requires every school district that participates in Federal school meals programs to have a local school Wellness Policy that includes goals for physical activity. The Board of Education has adopted Policy 8505 – Local Wellness Policy/Nutrient Standards for Meals and Other Foods to meet this requirement. The Board of Education promotes a comprehensive school-based physical activity program in accordance with Board policy that will permit students to safely walk to and from school, to ride bicycles to and from school, and some of the activities and programs listed below to promote physical activities:

1. Recess: The district will provide a recess period on most school days for Kindergarten through fifth grade students;
2. Physical Activity Breaks: Teachers may periodically conduct three to five minute "physical activity breaks" or "brain energizers" and incorporate physical activity into academic lessons to help improve student performance and on-task behavior;
3. Before and After School Programs: Elementary and Middle Schools in the district will attempt to offer a minimum of two types of extracurricular programs that provide students with opportunities for physical activity beyond school hours. A high school will offer additional extracurricular programs that provide students with opportunities for physical activity beyond school hours;
4. If the district offers a before and/or after school student care program for children, either directly or through a contractor, such programs shall incorporate physical activity as a component of the daily schedule;
5. Intramural sports, which are organized sports that often emphasize fun as well as competition and involve students from the school of all skill levels who may not want to participate in an interscholastic sport;
6. Physical activity clubs that allow students to pursue specific interests or explore new activities;
7. Use of School Facilities Outside School Hours: The district may, in accordance with Board Policy, allow for the joint use of school facilities by community recreation programs offered by municipal or parks and recreation commissions, outside agencies, and/or youth-serving organizations on evenings, weekends, and during breaks in the school calendar.

### Safe Routes to School

Safe Routes to School is a nationwide movement aimed at encouraging elementary and middle school students to walk or bicycle to school. The goal of New Jersey's Safe Routes to School initiative is to get children walking and bicycling to school where it is safe and to make it safe where it is not safe. In support of this initiative, the Board has adopted Policy 8505 – Local Wellness Policy/Nutrient Standards for Meals and Other Foods and Policy 8600 – Student Transportation. ~~The Board of Education and the administration will collaborate with municipal, county or State transportation, land-use planning, law enforcement, and other agencies to plan, construct, and encourage the use of safe, accessible, and convenient pedestrian and bicycle routes to and from school.~~

The Board recognizes the benefits of students walking or riding a bicycle to school on a safe route. Understanding there may not be a safe walking or biking route to and from school for every student, this physical activity for a student is both mentally and physically beneficial.

Students walking and riding a bicycle to school will be required to comply with Board policies, all safety and school rules, and regulations. A list of conditions explaining the rules and expectations of the student and parent will be provided by the Principal or designee.

The Board of Education will post this Policy on the school district website along with samples of the district's outreach activities to staff, students, and parents notifying them of the Policy adoption. Outreach activities/materials will include district newsletter articles, email blasts, presentations/announcements at Board of Education or district-wide staff meetings, and other public events.

Adopted: 26 June 2017

Mandated Regulation to go along with Policy 7420 which is updated and approved.

#### R 7420.2 CHEMICAL HYGIENE (M)

### M

#### A. Definitions

The following terms shall be defined as specified in 29 CFR 1910:

1. "Action level" means a concentration designated in 29 CFR part 1910 for a specific substance, calculated as an eight hour time-weighted average, which initiates certain required activities such as exposure monitoring and medical surveillance.
2. "Carcinogen" (see "select carcinogen").

3. “Chemical Hygiene Officer” means an employee who is designated by the employer, and who is qualified by training or experience, to provide technical guidance in the development and implementation of the provisions of the Chemical Hygiene Plan. This definition is not intended to place limitations on the position description or job classification that the designated individual shall hold within the employer’s organizational structure.
4. “Chemical Hygiene Plan” means a written program developed and implemented by the employer which sets forth procedures, equipment, personal protective equipment and work practices that (i) are capable of protecting employees from the health hazards presented by hazardous chemicals used in that particular workplace and (ii) meets the requirements of a Chemical Hygiene Plan.
5. “Combustible liquid” means any liquid having a flashpoint at or above 100°F (37.8°C) but below 200°F (93.3°C), except any mixture having components with flashpoints of 200°F (93.3°C) or higher, the total volume of which make up 99 percent or more of the total volume of the mixture.
6. “Compressed gas” means:
  - a. A gas or mixture of gases having, in a container, an absolute pressure exceeding 40 psi at 70°F (21.1°C); or
  - b. A gas or mixture of gases having, in a container, an absolute pressure exceeding 104 psi at 130°F (54.4°C) regardless of the pressure at 70°F (21.1°C); or
  - c. A liquid having a vapor pressure exceeding 40 psi at 100°F (37.8°C) as determined by ASTM D-323-72.
7. “Designated area” means an area which may be used for work with "select carcinogens," reproductive toxins or substances which have a high degree of acute toxicity. A designated area may be the entire laboratory, an area of a laboratory or a device such as a laboratory hood.
8. “Emergency” means any occurrence such as, but not limited to, equipment failure, rupture of containers or failure of control equipment which results in an uncontrolled release of a hazardous chemical into the workplace.
9. “Employee” means an individual employed in a laboratory workplace who may be exposed to hazardous chemicals in the course of his/her assignments.
10. “Explosive” means a chemical that causes a sudden, almost instantaneous release of pressure, gas, and heat when subjected to sudden shock, pressure, or high temperature.
11. “Flammable” means a chemical that falls into one of the following categories:
  - a. “Aerosol, flammable” means an aerosol that, when tested by the method described in 16 CFR 1500.45, yields a flame projection exceeding 18 inches at full valve opening, or a flashback (a flame extending back to the valve) at any degree of valve opening:
  - b. “Gas, flammable” means
    - (1) A gas that, at ambient temperature and pressure, forms a flammable mixture with air at a concentration of 13 percent by volume or less; or

- (2) A gas that, at ambient temperature and pressure, forms a range of flammable mixtures with air wider than 12 percent by volume regardless of the lower limit.
  - c. "Liquid, flammable" means any liquid having a flashpoint below 100°F (37.8°C) except any mixture having components with flashpoints of 100°F (37.8°C) or higher, the total of which make up 99 percent or more of the total volume of the mixture.
  - d. "Solid, flammable" means a solid, other than a blasting agent or explosive as defined in § 1910.109(a), that is liable to cause fire through friction, absorption of moisture, spontaneous chemical change, or retained heat from manufacturing or processing, or which can be ignited readily and when ignited burns so vigorously and persistently as to create a serious hazard. A chemical shall be considered to be a flammable solid if, when tested by the method described in 16 CFR 1500.44, it ignites and burns with a self-sustained flame at a rate greater than one-tenth of an inch per second along its major axis.
12. "Flashpoint" means the minimum temperature at which a liquid gives off a vapor in sufficient concentration to ignite when tested as follows:
- a. Tagliabue Closed Tester (See American National Standard Method of Test for Flash Point by Tagliabue Closed Tester, Z11.24-1979 (ASTM D 56-79)) for liquids with a viscosity of less than 45 Saybolt Universal Seconds (SUS) at 100°F (37.8°C) that do not contain suspended solids and do not have a tendency to form a surface film under test; or
  - b. Pensky-Martens Closed Tester (see American National Standard Method of Test for Flash Point by Pensky-Martens Closed Tester A11.7-1979 (ASTM D 93-79)) for liquids with a viscosity equal to or greater than 45 SUS at 100°F (37.8°C) or that contain suspended solids, or that have a tendency to form a surface film under test; or
  - c. Setaflash Closed Tester (see American National Standard Method of Test for Flash Point by Setaflash Closed Tester (ASTM D 3278-78)).

Organic peroxides, which undergo autoaccelerating thermal decomposition, are excluded from any of the flashpoint determination methods specified above.

13. "Hazardous chemical" means a chemical for which there is statistically significant evidence based on at least one study conducted in accordance with established scientific principles that acute or chronic health effects may occur in exposed employees. The term "health hazard" includes chemicals which are carcinogens, toxic or highly toxic agents, reproductive toxins, irritants, corrosives, sensitizers, hepatotoxins, nephrotoxins, neurotoxins, agents which act on the hematopoietic systems, and agents which damage the lungs, skin, eyes, or mucous membranes.

Appendices A and B of the Hazard Communication Standard (29 CFR 1910.1200) provide further guidance in defining the scope of health hazards and determining whether or not a chemical is to be considered hazardous for purposes of this standard.

14. "Laboratory" means a facility where the "laboratory use of hazardous chemicals" occurs. It is a workplace where relatively small quantities of hazardous chemicals are used on a non-production basis.

15. "Laboratory scale" means work with substances in which the containers used for reactions, transfers, and other handling of substances are designed to be easily and safely manipulated by one person. "Laboratory scale" excludes those workplaces whose function is to produce commercial quantities of materials.
16. "Laboratory-type hood" means a device located in a laboratory, enclosure on five sides with a movable sash or fixed partial enclosed on the remaining side; constructed and maintained to draw air from the laboratory and to prevent or minimize the escape of air contaminants into the laboratory; and allows chemical manipulations to be conducted in the enclosure without insertion of any portion of the employee's body other than hands and arms.

Walk-in hoods with adjustable sashes meet the above definition provided that the sashes are adjusted during use so that the airflow and the exhaust of air contaminants are not compromised and employees do not work inside the enclosure during the release of airborne hazardous chemicals.

17. "Laboratory use of hazardous chemicals" means handling or use of such chemicals in which all of the following conditions are met:
  - a. Chemical manipulations are carried out on a "laboratory scale";
  - b. Multiple chemical procedures or chemicals are used;
  - c. The procedures involved are not part of a production process, nor in any way simulate a production process; and
  - d. "Protective laboratory practices and equipment" are available and in common use to minimize the potential for employee exposure to hazardous chemicals.
18. "Medical consultation" means a consultation which takes place between an employee and a licensed physician for the purpose of determining what medical examinations or procedures, if any, are appropriate in cases where a significant exposure to a hazardous chemical may have taken place.
19. "Organic peroxide" means an organic compound that contains the bivalent -O-O- structure and which may be considered to be a structural derivative of hydrogen peroxide where one or both of the hydrogen atoms has been replaced by an organic radical.
20. "Oxidizer" means a chemical other than a blasting agent or explosive as defined in § 1910.109(a), that initiates or promotes combustion in other materials, thereby causing fire either of itself or through the release of oxygen or other gases.
21. "Physical hazard" means a chemical for which there is scientifically valid evidence that it is a combustible liquid, a compressed gas, explosive, flammable, an organic peroxide, an oxidizer, pyrophoric, unstable (reactive) or water-reactive.
22. "Protective laboratory practices and equipment" means those laboratory procedures, practices and equipment accepted by laboratory health and safety experts as effective, or that the employer can show to be effective, in minimizing the potential for employee exposure to hazardous chemicals.

23. "Reproductive toxins" means chemicals which affect the reproductive capabilities including chromosomal damage (mutations) and effects on fetuses (teratogenesis).
24. "Select carcinogen" means any substance which meets one of the following criteria:
  - a. It is regulated by OSHA as a carcinogen; or
  - b. It is listed under the category, "known to be carcinogens," in the Annual Report on Carcinogens published by the National Toxicology Program (NTP) (latest edition); or
  - c. It is listed under Group 1 ("carcinogenic to humans") by the International Agency for Research on Cancer Monographs (IARC) (latest editions); or
  - d. It is listed in either Group 2A or 2B by IARC or under the category, "reasonably anticipated to be carcinogens" by NTP, and causes statistically significant tumor incidence in experimental animals in accordance with any of the following criteria:
    - (1) After inhalation exposure of 6-7 hours per day, 5 days per week, for a significant portion of a lifetime to dosages of less than 10 mg/m<sup>3</sup>;
    - (2) After repeated skin application of less than 300 (mg/kg of body weight) per week; or
    - (3) After oral dosages of less than 50 mg/kg of body weight per day.
25. "Unstable (reactive)" means a chemical which is in the pure state, or as produced or transported, will vigorously polymerize, decompose, condense, or will become self-reactive under conditions of shocks, pressure or temperature.
26. "Water-reactive" means a chemical that reacts with water to release a gas that is either flammable or presents a health hazard.

## B. Employee Exposure

The Board shall provide for initial and periodic monitoring of any employees if there is reason to believe that exposure levels to an OSHA regulated substance will exceed permissible limits as specified in 29 CFR part 1910 subpart Z. Monitoring may only be terminated in accordance with the relevant standard. The **Business Administrator will notify** in writing affected employees within fifteen working days of the results of monitoring either individually or by posting the results in a location accessible to all employees.

## C. Chemical Hygiene Plan

1. The Superintendent shall cause the development of a Chemical Hygiene Plan by **Sept. 1, \_\_\_\_\_** which shall include at least the following elements and indicate specific measures the Board will take to ensure employee protection:
  - a. Standard operating procedures relevant to safety and health considerations to be followed when laboratory work involves the use of hazardous chemicals;

- b. Criteria that the employer will use to determine and implement control measures to reduce employee exposure to hazardous chemicals including engineering controls, the use of personal protective equipment and hygiene practices; particular attention shall be given to the selection of control measures for chemicals that are known to be extremely hazardous;
  - c. A requirement that fume hoods and other protective equipment are functioning properly and specific measures that shall be taken to ensure proper and adequate performance of such equipment;
  - d. Provisions for employees information and training as prescribed by 29 CFR Part 1910;
  - e. The circumstances under which a particular laboratory operation, procedure or activity shall require prior approval from the employer or the employer's designee before implementation;
  - f. Provisions for medical consultation and medical examinations in accordance with 29 CFR Part 1910;
  - g. Designation of personnel responsible for implementation of the Chemical Hygiene Plan including the assignment of a Chemical Hygiene Officer and, if appropriate, establishment of a Chemical Hygiene Committee; and
  - h. Provisions for additional employee protection for work with particularly hazardous substances. These include "select carcinogens", reproductive toxins and substances which have a high degree of acute toxicity. Specific consideration shall be given to the following provisions which shall be included where appropriate:
    - (1) Establishment of a designated area;
    - (2) Use of containment devices such as fume hoods or glove boxes;
    - (3) Procedures for safe removal of contaminated waste; and
    - (4) Decontamination procedures.
2. The plan shall be capable of protecting employees from health hazards associated with hazardous chemicals in laboratories and keeping exposure below specified limits.

#### D. Employee Information and Training

**The Business Administrator shall** provide employees with information and training to ensure that they are apprised of the hazards of chemicals present in their work area. The information shall be provided at the time of the employee's initial assignment to the work area and whenever new exposure situations arise. Refresher information shall be provided as the situation with regard to hazardous chemicals changes. Employees shall be informed of (1) the contents of federal standards relating to hazardous chemicals; (2) the location and availability of the chemical hygiene plan; (3) the permissible exposure limits as established by OSHA; (4) signs and symptoms associated with exposure to hazardous chemicals used in the laboratory and (5) the location and availability of known references on the hazards, safe handling, storage and disposal of hazardous chemicals.

Employee training shall include (1) methods and observations used to detect the presence or release of hazardous chemicals; (2) the physical and health hazards of chemicals in the work area; (3) the measures employees can use to protect themselves, including specific procedures the Board has implemented to protect employees; (4) training on the applicable details of the Board's Chemical Hygiene Plan.

E. Medical Consultation

The Board will provide all employees who work with hazardous chemicals an opportunity to receive medical attention, including follow-up examinations the physician deems necessary under the following circumstances:

1. Whenever an employee develops signs or symptoms associated with a hazardous chemical to which the employee may have been exposed in the laboratory, the employee shall be provided an opportunity to receive an appropriate medical examination.
2. Where exposure monitoring reveals an exposure level routinely above the action level (or in the absence of an action level, the PEL) for an OSHA regulated substance for which there are exposure monitoring and medical surveillance requirements, medical surveillance shall be established for the affected employee as prescribed by the particular standard.
3. Whenever an event takes place in the work area such as a spill, leak, explosion or other occurrence resulting in the likelihood of a hazardous exposure, the affected employee shall be provided an opportunity for a medical consultation. Such consultation shall be for the purpose of determining the need for a medical examination.

F. Information Provided to the Physician

The employer shall provide the following information to the physician:

1. The identity of the hazardous chemical(s) to which the employee may have been exposed;
2. A description of the conditions under which the exposure occurred including quantitative exposure data, if available; and
3. A description of the signs and symptoms of exposure that the employee is experiencing, if any.

G. Physician's Written Opinion Shall Include:

1. Any recommendation for further medical follow-up;
2. The results of the medical examination and any associated tests;
3. Any medical condition which may be revealed in the course of the examination which may place the employee at increased risk as a result of exposure to a hazardous chemical found in the workplace; and
4. A statement that the employee has been informed by the physician of the results of the consultation or medical examination and any medical condition that may require further examination or treatment.

## H. Hazard Identification

With respect to labels and material data sheets, the Board shall (1) ensure that labels on incoming containers of hazardous materials are not removed or defaced; (2) maintain material safety data sheets and ensure they are available to employees, and (3) comply with federal regulations with regard to chemical substances produced within the laboratory, assuming that if a substance is produced whose composition is not known that it will be assumed it is hazardous.

## I. Use of Respirators

Where respirators are required to maintain exposure below permissible limits, they will be provided to the employee at no cost and will comply with the requirements of 29 CFR 1910.134.

## J. Recordkeeping

**The Business Administrator shall** establish and maintain for each employee exposed to hazardous chemicals an accurate record of any measurements taken to monitor employee exposures and any medical consultation and examinations including tests or written opinions required by federal standards. The Board shall assure that records are kept, transferred and made available in accordance with 29 CFR 1910.1020.

Adopted: