

**DISTRICT OF ROXBURY TOWNSHIP  
BOARD OF EDUCATION  
DECEMBER 14, 2020  
REGULAR MEETING AGENDA**

**VIRTUAL**

CALL TO ORDER: 6:30 P.M.

PUBLIC SESSION: 7:30 P.M.

**SPEAKER REQUEST AT BOARD OF EDUCATION MEETINGS**

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

**ACCESS AGENDA & EXHIBITS  
ONLINE:**



**I. MEETING CALLED TO ORDER**

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

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

Roxbury Register – Newspaper

Daily Record – Newspaper

Roxbury Website – <http://www.roxbury.org/domain/43>

Municipal Clerk

Roxbury Public Library

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

**II. ROLL CALL**

**III. RESOLUTION TO MEET IN EXECUTIVE SESSION**

RESOLVED, that the Roxbury Township Board of Education hold an Executive Session on December 14, 2020 regarding personnel matters, student matters, negotiations and attorney client privilege.

**IV. PUBLIC SESSION**

**V. PLEDGE OF ALLEGIANCE**

**VI. PRESENTATIONS**

1. Audit Presentation by Ms. Man Lee, CPA, RMA, PSA, Nisivoccia & Company LLP

December 14, 2020

- VII. CORRESPONDENCE
- VIII. STUDENT REPRESENTATIVE'S COMMENTS
- IX. BOARD PRESIDENT'S COMMENTS
- X. SUPERINTENDENT'S REPORT
- XI. BUSINESS ADMINISTRATOR'S REPORT
- XII. MINUTES

- 1. Minutes of the Executive Session of November 23, 2020
- 2. Minutes of the Regular Meeting of November 23, 2020

XIII. COMMITTEE REPORTS

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

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

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

XV. ACTION ITEMS

**A. Finances (Resolutions 1-15)**

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

BILLS LIST

- \*1. RESOLVED, that the Roxbury Township Board of Education approve the December 2020 bills list totaling \$2,104,676.07 as presented.

STUDENT ACTIVITY ACCOUNTS

- \*2. RESOLVED, that the Roxbury Township Board of Education approve the Student Activity Accounts monthly bill lists for the month of November 2020 as follows:

|                          |            |                  |        |
|--------------------------|------------|------------------|--------|
| Roxbury High School      | \$2,237.44 | Franklin School  | \$0.00 |
| Athletics                | \$1,426.00 | Kennedy School   | \$0.00 |
| Eisenhower Middle School | \$0.00     | Jefferson School | \$0.00 |
| Lincoln Roosevelt School | \$0.00     | Nixon School     | \$0.00 |

TRAVEL REQUESTS

- \*3. RESOLVED, that the Roxbury Township Board of Education approve unavoidable travel costs as presented which are educationally necessary and fiscally prudent and are related to and within the scope of the employee’s current responsibilities and promotes the delivery of instruction or furthers the efficient operation of the school district. The reimbursements are in compliance with the state travel reimbursement guidelines as established by the Department of Treasury and Board of Education policy in accordance with N.J.A.C. 6A-23B-1.1 et seq.

|  | <i>Name</i>         | <i>Workshop Title</i>   |          | <i>Place*</i> | <i>Date of Workshop</i>                           | <i>Registration Fee</i> | <i>Total Estimated Expenses</i> |
|--|---------------------|---|----------|---------------|---|-------------------------|---------------------------------|
| 1  | Del Rosario, Monica | Virtual Teach Your Heart Out Conference                             | 4        | Virtual       | 1/8/2021<br>1/9/2021                              | \$102.75                | \$102.75                        |
| 2  | Riffel, Peter       | Rutgers AHERA Training  | 4        | Virtual       | 1/28/2021   | \$150.00                | \$150.00                        |
| 3  | George, Michelle    | NJAHPERD Convention   | 4<br>S-2 | Virtual       | 2/22/2021<br>2/23/2021                            | \$0.00                  | \$0.00                          |
| 4  | Cadena, Meaghan     | NJAHPERD Convention   | 4<br>S-2 | Virtual       | 2/22/2021<br>2/23/2021                            | \$0.00                  | \$0.00                          |
| 5  | Del Rosario, Monica | TESOL 2021 International Convention & English Language Virtual Expo | 4<br>S-2 | Virtual       | 3/24/2021<br>3/25/2021<br>3/26/2021<br>3/27/20/21 | \$210.00                | \$210.00                        |
| Notes: *If in-person session is held, attendance will require employee to follow all safety and social distancing protocols. 1-State/Federal policy requirements, 2-State curricular requirements, 3-State Initiatives, 4-Individual job requirements, T2-paid for by Title II funding, T3 paid for by Title III funding. Substitute coverage is indicated by "S" followed by the number of days for which a substitute is needed. |                     |   |          |               |   |                         |                                 |

ACCEPTANCE OF THE 2019-2020 AUDIT

- \*4. The Superintendent, in consultation with the School Business Administrator/Board Secretary, recommends that the Board accept the Comprehensive Annual Financial Report and Auditor’s Management Report for the period July 1, 2019 through June 30, 2020 as prepared by Nisivoccia LLP, Certified Public Accountants & Advisors, inclusive of the following recommendations:

1. Administrative Practices and Procedures  
None
2. Financial Planning, Accounting and Reporting  
None
3. School Purchasing Program  
None
4. School Food Service  
None
5. Student Body Activities  
Bank reconciliations for all student activity accounts be completed in a timely manner.
6. Application for State School Aid  
None

7. Pupil Transportation  
None
8. Facilities and Capital Assets  
The District continue to update its capital assets inventory records.
9. Travel Expense and Reimbursement Policy  
None
10. Status of Prior Year's Finding/Recommendation  
The prior year recommendation regarding the principal and receipt of goods signatures for student activities purchases and high school receipts being deposited in a timely manner have been resolved. The prior year recommendation regarding fixed assets was not resolved and remains as a current year recommendation.

AND BE IT FURTHER RESOLVED, that the Roxbury Township Board of Education approve the Corrective Action Plan. (Exhibit F-1)

APPROVAL OF SUBMISSION OF THE LONG RANGE FACILITIES PLAN

- \*5. RESOLVED, that the Roxbury Township Board of Education approve the submission of the 2020 Long Range Facilities Plan (LRFP) Update to the New Jersey Department of Education for approval by the Commissioner.

APPROVAL OF PURCHASES

- \*6. RESOLVED, that the Roxbury Township Board of Education approve the purchase of site preparation and installation of a shelter system from Ben Shaffer Recreation, Inc., P.O. Box 844, Lake Hopatcong, NJ in the amount of \$1,400,000.00 as per Ben Shaffer Recreation Inc. Quote #SHJTQ6291. This purchase is being made using ESCNJ Bid #20/21-22; Co-op #65MCESCCPS. Funding for this purchase will be from the Capital Reserve.
- \*7. RESOLVED, that the Roxbury Township Board of Education approve the purchase of new electrical service from Troller Electric, LLC, 1800 Main Street, Suite 3, Lake Como, NJ in the amount of \$74,258.34 as per Troller Electric, LLC proposal dated November 23, 2020. Funding for this purchase is from the General Fund.
- \*8. RESOLVED, that the Roxbury Township Board of Education approve the purchase of foggers and disinfectant from Northeast Janitorial Supply, Inc., 505 Ringwood Avenue, Pompton Lakes, NJ in the amount of \$37,267.44. This purchase is being made using ESCNJ PPE Bid #20/21-26, Co-Op #65MESCCPS. Funding for this purchase will be from the Maintenance Reserve and CARES Act funding.
9. RESOLVED, that the Roxbury Township Board of Education approve the purchase, for abatement, disposal and installation of flooring at the Kennedy Elementary School from the Gillespie Group, 5 Chris Court, Suite G, Dayton, NJ in the amount of \$31,242.11. This purchase is being made using ESCNJ Bid #19/20-05, Co-Op #65MCESCCPS. Funding for this purchase will be from the Maintenance Reserve.

APPROVAL OF PROJECT PROPOSAL

10. RESOLVED, that the Roxbury Township Board of Education approve the provision of continuing architectural and engineering services by SSP Architects, Board Architect, for the design through construction administration of the replacement of exterior windows at Nixon and Kennedy Elementary Schools along the front, north side, and rear elevations. Windows expected to not be replaced would be limited to those included in the Mid-2000s gym and classroom addition at both schools. SSP Architects will undertake these projects for a fee of \$34,500.

APPROVAL OF SERVICE PROVIDERS

11. RESOLVED, that the Roxbury Township Board of Education approve the following service providers for the 2020/2021 school year. At this time, use of the services and payment for services is contingent upon the status of school closures and the ability to fulfill the responsibilities associated with provision of services. The Board will be reimbursed for the costs indicated below through fundraising and ticket sales.

|     | <i>Name</i>      | <i>Location</i> | <i>Services Provided</i>                        | <i>2021 Payment</i> |
|-----|------------------|-----------------|---|---------------------|
| 1   | Rogers, Patricia | EMS             | 20/21 Spring Musical Costume Designer           | \$966               |
| 2   | Castle, Lisa     | EMS             | 20/21 Spring Musical Set Design Advisor         | \$1,000             |
| * 3 | Rogers, Patricia | RHS             | 20/21 Spring Musical Costume Designer           | \$1,390             |
| * 4 | Castle, Lisa     | RHS             | 20/21 Spring Musical Painting / Visual Director | \$1,390             |

AUTHORIZATION OF REQUEST FOR BID

12. RESOLVED, that the Roxbury Township Board of Education authorizes the Business Administrator/Board Secretary to conduct a Request for Bid for the following projects:

Kennedy Elementary School Window Replacement  
Nixon Elementary School Window Replacement

AMENDMENT TO THE CARES EMERGENCY RELIEF GRANT (CARES Act)

- \*13. RESOLVED, that the Roxbury Township Board of Education accept and approve the CARES Emergency Relief Grant in the amount of \$178,588 for the period March 13, 2020 to September 30, 2022. (Exhibit F-2)

DONATION

- \*14. RESOLVED, that the Roxbury Township Board of Education accept the donation of 180 care packages of supply items for students valued at approximately \$5.00 each from Staples, located in the Roxbury Mall, Route 10 East, Succasunna, NJ.

SALE OF SURPLUS EQUIPMENT

- \*15. RESOLVED, that the Roxbury Township Board of Education approve the sale of property no longer usable for school purposes.
- (a) The sale of this surplus property shall be conducted through GovDeals pursuant to State Contract A-83453/T2581 in accordance with the terms and conditions of the State Contract. The terms and conditions of the agreement entered into with GovDeals are available online at [govdeals.com](http://govdeals.com) and also available from the Roxbury Township Board of Education.
  - (b) The sale will be conducted online and the address of the auction site is [govdeals.com](http://govdeals.com).
  - (c) The sale is being conducted pursuant to Local Finance Notice 2008-9.
  - (d) The surplus property as identified shall be sold in an “as-is” condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.
  - (e) The Roxbury Township Board of Education reserves the right to accept or reject any bid submitted.
  - (f) Property not sold thru auction shall, if possible, be recycled.

The property to be sold includes the items listed below: Quantities are in ( )

|   |  |
|---|--|
| FT158 5C2Z 7B155 AA (2) TRANS OIL FILTER ASSY | 4CZ4 6763 AE (1) OIL FILL TUBE               |
| YCC 224 4C2Z 19V703 AC (2) A/C COMPRESSOR     | DY-1229 F81Z 7M1010 AA (1) SENSOR            |
| 4C3Z 6K682 CCRM (1) TURBO                     | DY 985 3C3Z 6C315 AA (4) CRANK SENSOR        |
| BT 70 3C2Z 6B209 AA (2) BELT TENSIONER        | DY 985 8C3Z 12K073 A (4)CAM SENSOR           |
| YF 37272 6C2Z 19D850 BB (2) A/C TUBE          | WPT 986 3U2Z 14S411 SLB (2) PIGTAIL KIT      |
| 7F 3295 6C2Z 19835 GB (1) A/C TUBE ASSY       | 4C2Z 6C640 BA (1) COUPLER                    |
| 5C2Z 6714 AA (3) FILTER ASSY                  | F80Z 14N089 AA (6) RELAY                     |
| 4C2Z 6L625 AA (1) PRE TENSIONER               | PSH 305 BC3Z 3A713 N (1) POWER STEERING HOSE |
| 4C2Z 9A343 AA (5) FUEL FILTER KIT             | 3C3Z 3A714 CA (1) POWER STEERING HOSE        |
| BC3Z 7R081 H (1) TRANS LINE                   | 2C3Z 3A717 BA (1) POWER STEERING HOSE        |
| FL2016 (4) OIL FILTER KIT                     | 3C3Z 3A719 FA (1) POWER STEERING HOSE        |
| 6C2Z 2598 AA (2) BRAKE ASSY                   | 6C2Z 7R081 AA (1) TUBE                       |
| E7TZ 7086 A (1) BRAKE GASKET                  |  |
| XC3Z 7E395 DA (1) SHIFT CABLE                 |  |

**B. Education (Resolutions 1-4)**

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

HIB REPORT

- \*1. RESOLVED, that the Roxbury Township Board of Education affirms the Superintendent's decisions provided in the Harassment, Intimidation, and Bullying Report for the 2020/2021 school year, ending as of November 19, 2020.
- \*2. RESOLVED, that the Roxbury Township Board of Education acknowledges receipt of the Harassment, Intimidation, and Bullying Report for the 2020/2021 school year, beginning November 20, 2020 and ending December 10, 2020.

OUT-OF-DISTRICT PLACEMENTS/SERVICES - 2020/2021

- \*3. RESOLVED, that the Roxbury Township Board of Education approve the 2020/2021 Extended School Year and 2020/20201 School Year Out-of-District Placements/Services listed below:

| <i>File Number</i> | <i>School or Provider</i>                     | <i>Total Cost</i> | <i>Dates</i>         |
|--------------------|---|-------------------|----------------------|
| 207265             | ECLC of New Jersey                            | \$62,022.00       | 7/6/2020-6/30/2021   |
| 205836             | Legacy Treatment Center - Mary Dobbins School | \$47,050.22       | 12/7/2020-6/30/2021  |
| 209893             | Educational Services Commission of Morris Cty | \$73,316.25       | 11/13/2020-6/30/2021 |

APPROVAL OF SENIOR OPTION PROJECTS - RHS

- \*4. RESOLVED, that the Roxbury Township Board of Education accepts the Senior Option Projects for the classes at Roxbury High School listed below to be completed in the 2020/2021 school year.

| <b>Student</b> | <b>Research Focus</b> | <b>Credits</b> |
|----------------|-----------------------|----------------|
| 204075         | Education Intern      | 2.5            |

**C. Policies (Resolution 1)**

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

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

|   | <i>Policy/Regulation Number</i>    | <i>Policy/Regulation Title</i>                                  | <i>Exhibit Number</i> |
|---|------------------------------------|---|-----------------------|
| a | Policy 1620 (Revised)              | Administrative Employment Contracts (M)                         | P1                    |
| b | Policy 2431 (Revised)              | Athletic Competition (M)  | P2                    |
| c | Regulation 2431.1 (Revised)        | Emergency Procedures for Sports and Other Athletic Activity (M) | P3                    |
| d | Policy & Regulation 5330.05 (New)  | Seizure Action Plan (M)   | P4 & P5               |
| e | Policy 6440 (Revised)              | Cooperative Purchasing (M)                                      | P6                    |
| f | Policy & Regulation 6470.01 (New)  | Electronic Funds Transfer and Claimant Certification (M)        | P7 & P8               |
| g | Policy & Regulation 7440 (Revised) | School District Security (M)                                    | P9 & P10              |
| h | Policy 7450 (Revised)              | Property Inventory/Fixed Assets (M)                             | P11                   |
| i | Policy & Regulation 7510 (Revised) | Use of School Facilities (M)                                    | P12 & P13             |
| j | Policy 8420 (Revised)              | Emergency and Crisis Situations (M)                             | P14                   |
| k | Policy 8561 (Revised)              | Procurement Procedures for School Nutrition Programs (M)        | P15                   |
| l | Policy 1648 (New)                  | Restart and Recovery Plan (M)                                   | P16                   |
| m | Policy 1648.02 (New)               | Remote Learning Options for Families (M)                        | P17                   |
| n | Policy 1648.03 (New)               | Restart and Recovery Plan - Full-Time Remote Instruction (M)    | P18                   |

**D. Personnel (Resolutions 1-18)**

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

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

APPROVAL OF SIDEBAR AGREEMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE ROXBURY TOWNSHIP BOARD OF EDUCATION AND THE ROXBURY EDUCATION ASSOCIATION, INC.

- \*1. RESOLVED, that the Roxbury Township Board of Education ratifies the Sidebar Agreement to the Collective Bargaining Agreement between it and the Roxbury Education Association, Inc. for the term July 1, 2020 through June 30, 2021. The sidebar agreement has recently been ratified by the Roxbury Education Association, and

BE IT FURTHER RESOLVED, that the Board Vice President is authorized and directed to execute the final sidebar agreement.

RESIGNATIONS, RETIREMENTS, TERMINATIONS

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

*Organized by Name*

|   | <i>Name</i>        | <i>Loc</i> | <i>Position</i>                    | <i>Action</i>                       | <i>Final day of employment</i> | <i>Discussion</i>   |
|---|--------------------|------------|------------------------------------|-------------------------------------|--------------------------------|---|
| 1 | Albiani, Stephanie | NES        | Permanent Substitute Teacher       | Resignation for personal reasons    | 12/3/20                        |   |
| 2 | Bacilo, Jacqueline | LRS        | Special Education Paraprofessional | Resignation for personal reasons    | 12/23/20                       |   |
| 3 | Presti, Nancy      | LRS        | Secretary to Assistant Principal   | Resignation for retirement purposes | 6/30/21                        |   |
| 4 | Reinknecht, Cindy  | LRS        | Special Education Paraprofessional | Resignation for personal reasons    | 12/8/20                        | To accept leave replacement teaching position in district |
| 5 | Urban, Tara        | LRS        | Special Education Paraprofessional | Resignation for personal reasons    | 12/18/20                       | To accept leave replacement guidance position in district |

LEAVES OF ABSENCE

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

|  | Name               | Loc. | Position                     | Leave Start Date         | Paid Leave                                | Unpaid FMLA/NJFLA^ | Return Date               | Discussion   |
|--|--------------------|------|------------------------------|--------------------------|---|--------------------|---------------------------|--|
| 1  | Boccuti, Gregory   | EMS  | Music Teacher                | 11/17/20                 | Using 25 sick days                        | FMLA               | Upon release by physician | Amends <i>Paid Leave</i> app'd 11/23/20 D.3.2.<br><br>Anticipated return to work on 1/4/21 |
| 2  | Hamade, Rabiye     | EMS  | Gr. 7 Social Studies Teacher | 2/22/21 or sooner if nec | Using 5 personal then 16 sick days        | FMLA/NJFLA         | 10/11/21                  |  |
| 3  | Nickel, Kara       | KES  | Gr. 1 Teacher                | 11/11/20                 | Using 19 sick & 2 personal days           | n/a                | 12/14/20                  | Amends <i>Paid Leave</i> and <i>Unpaid FMLA/NJFLA</i> app'd 11/23/20 D.3.12.               |
| 4  | Rossi, Christina   | EMS  | Gr. 7 ELA Teacher            | 2/16/21 or sooner if nec | Using 4 personal then available sick days | FMLA/NJFLA         | 9/13/21                   |  |
| 5  | Szigeti, Elizabeth | KES  | Gr. 2 Teacher                | 12/7/20                  | Using available sick days                 | n/a                | 2/5/21                    |  |
| ^Leave becomes unpaid when sick/personal days depleted or released by physician, whichever occurs first. |                    |      |                              |                          |   |                    |                           |  |

4. RESOLVED, that the Roxbury Township Board of Education approve the following leaves under the Families First Coronavirus Response Act (FFCRA):

|     | Name   | Leave Start Date | Emergency Paid Sick Leave | Paid Expanded Family & Medical Leave | Other Paid Leave | Return Date | Discussion |
|-----|--------|------------------|---------------------------|--------------------------------------|------------------|-------------|------------|
| 1   | 19-257 | 12/1/20          | yes                       | no                                   | n/a              | 12/18/20    |            |
| * 2 | 19-890 | 10/20/20         | yes                       | no                                   | n/a              | 11/2/20     |            |
| 3   | 20-574 | 12/1/20          | yes                       | no                                   | n/a              | 12/7/20     |            |
| 4   | 20-601 | 11/19/20         | yes                       | no                                   | yes              | 12/8/20     |            |
| * 5 | 21-726 | 12/8/20          | yes                       | no                                   | n/a              | 12/21/20    |            |
| 6   | 21-741 | 12/4/20          | yes                       | no                                   | n/a              | 12/14/20    |            |
| 7   | 21-939 | 11/30/20         | no                        | yes                                  | n/a              | 12/23/20    |            |
| 8   | 22-092 | 12/1/20          | yes                       | yes                                  | n/a              | 12/15/20    |            |

- \*5. RESOLVED, that the Roxbury Township Board of Education approve an uncompensated leave of absence without benefits for Employee 5736 effective November 25, 2020 through June 30, 2021. This resolution amends and supersedes in its entirety Resolution XV.D.5 approved on November 23, 2020.
- \*6. RESOLVED, that Employee Number 4689 is placed on administrative leave with pay until further notice beginning December 8, 2020 in accordance with the provisions of NJSA 18A:6-8.3.

REASSIGNMENTS / TRANSFERS

7. RESOLVED, that the certificated staff listed below be transferred to a new location and/or assignment as indicated:

|     | Name              | Former Assignment & Loc.                                   |             | New Assignment & Loc.                                  |                     | Effective Date | Discussion |
|-----|-------------------|--|-------------|--|---------------------|----------------|------------|
| 1   | Evans, Danielle   | SLS<br>TCH.DS.SLS.NA.03                                    | JES,<br>KES | SLS<br>TCH.DS.SLS.NA.03                                | NES                 | 1/4/21         |            |
| 2   | Gulla, Carmel     | Special Education<br>Paraprofessional -<br>RC Program      | KES         | Special Education<br>Paraprofessional -<br>RC Program  | LRS                 | 12/9/20        |            |
| 3   | Haucke, Theresa   | Special Education<br>Paraprofessional -<br>LLD Program     | LRS         | Special Education<br>Paraprofessional -<br>LLD Program | KES                 | 11/23/20       |            |
| * 4 | Lovi, Marjorie    | Special Education<br>Paraprofessional -<br>One-to-One      | RHS         | Special Education<br>Paraprofessional -<br>RC Program  | RHS                 | 12/1/20        |            |
| 5   | Maiello, Erin     | Special Education<br>Teacher (RC)<br>TCH.SPE.RES.NA.05     | JES         | Special Education<br>Teacher (RC)<br>TCH.SPE.RES.NA.05 | JES,<br>LRS,<br>EMS | 11/16/20       |            |
| 6   | Mele, Ann Marie   | Special Education<br>Paraprofessional -<br>Resource Center | LRS         | Special Education<br>Paraprofessional -<br>LLD Program | FES                 | 11/23/20       |            |
| 7   | Murray, Alexandra | SLS<br>TCH.DS.SLS.NA.02                                    | NES         | SLS<br>TCH.DS.SLS.NA.02                                | JES,<br>KES,<br>EMS | 1/4/21         |            |

APPOINTMENTS

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

*Organized by Name*

|     | Name           | Loc  | Position  | Salary Guide / Step | Salary                | Start Date   | End Date | Discussion                                   |
|-----|----------------|------|---|---------------------|-----------------------|--|----------|--|
| * 1 | Kelaid, Mina   | DIST | Supervisor of<br>Science;<br>Engineering,<br>Design, &<br>Technology; &<br>Visual Arts, Gr.<br>7-12 | n/a                 | \$92,000<br>prorated  | 1/28/21 or<br>sooner<br>pending<br>release<br>from current<br>employer | 6/30/21  | Replacement in position<br>SUP.DS.SUP.NA.07  |
| * 2 | Soergel, Steve | RHS  | Chemistry<br>Teacher  | PHD<br>Step 22      | \$102,938<br>prorated | 1/19/21<br>pending<br>release<br>from current<br>employer              | 6/30/21  | Replacement in position<br>TCH.RHS.SCI.NA.16 |

APPOINTMENTS - LEAVE REPLACEMENTS

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

|  | Name              | Loc | Position                             | Salary              | Start Date | End Date | Discussion   |
|--|-------------------|-----|--------------------------------------|---------------------|------------|----------|--|
| 1  | Reinknecht, Cindy | JES | Leave-repl Special Education Teacher | \$54,000 prorated ^ | 12/09/20   | 1/29/21  | Non-tenure track. Replacement in position TCH.SPE.RES.NA.40  |
| 2  | Sabella, Keri     | KES | Leave-repl Gr. K Teacher             | \$54,000 prorated ^ | 12/21/20   | 2/24/21  | Non-tenure track. Replacement in position TCH.KEN.KIN.NA.01  |
| * 3  | Tencza, Andrew    | RHS | Leave-repl Art Teacher               | \$54,000 prorated ^ | 11/25/20   | 12/8/20  | Non-tenure track. Replacement in position TCH.RHS.ART.NA.02  |
| * 4  | Urban, Tara       | RHS | Leave-repl School Counselor          | \$54,000 prorated ^ | 12/21/20   | 6/30/21  | Non-tenure track. Replacement in position TCH.RHS.GUI.NA.05  |
| * 5  | Vignali, Dominic  | RHS | Leave-repl School Counselor          | \$54,000 prorated ^ | 11/10/20   | 12/18/20 | Amends <i>End Date</i> of 12/23/20 app'd 11/23/20. Non-tenure track. Replacement in position TCH.RHS.GUI.NA.05 |
| ^ 20/21 Leave Replacement Teacher Rate Bd. aprvd 5/11/20 |                   |     |                                      |                     |            |          |  |

APPOINTMENTS - EXTRACURRICULARS

10. RESOLVED, that the Roxbury Township Board of Education approve the following appointments for the 2020/2021 school year. At this time, employment and payment are contingent upon the status of school closures and the ability to fulfill the responsibilities associated with these positions. The Board will be reimbursed for the stipends indicated below through fundraising and ticket sales.

| 20/21 Spring Musical Play Appointments |         |                   |            |                         |                     |
|--|---------|-------------------|------------|-------------------------|---------------------|
|  | POS LOC | POSITION          | ASSIGNMENT | 20/21 NAME              | 20/21 TOTAL Stipend |
| 1                                      | EMS     | Drama Club        | Advisor    | Blewitt, Jessica        | \$3,413             |
| 2                                      | EMS     | Choreography      | Director   | Cardone, Corinna        | \$2,075             |
| 3                                      | EMS     | Painting / Visual | Director   | Speronza, Jane-Frances  | \$854               |
| 4                                      | EMS     | Tech Crew         | Director   | Richman, Margery        | \$2,229             |
| * 5                                    | RHS     | Musical Play      | Producer   | Hachey, Patrick         | \$3,450             |
| * 6                                    | RHS     | Choreography      | Director   | Pietras, Rebecca        | \$2,920             |
| * 7                                    | RHS     | Music             | Director   | Salyerds, Robert Daniel | \$2,920             |
| * 8                                    | RHS     | Pit Band          | Conductor  | Conrad, Jeffrey         | \$2,388             |
| * 9                                    | RHS     | Set Design        | Advisor    | Hachey, Patrick         | \$1,390             |
| * 10                                   | RHS     | Tech Crew         | Director   | Salyerds, Robert Daniel | \$1,681             |
| * 11                                   | RHS     | Vocal             | Director   | Sweer, Krista           | \$2,123             |

APPOINTMENTS - SUBSTITUTES

11. RESOLVED, that the Roxbury Township Board of Education approve the following on an as needed basis:

|     | <i>Name</i>         | <i>Loc.</i> | <i>Position</i>                                    | <i>Salary</i>                      | <i>Start Date</i> | <i>End Date</i> | <i>Discussion</i>                       |
|-----|---------------------|-------------|--|------------------------------------|-------------------|-----------------|---|
| 1   | Horincewich, Thomas | KES         | Substitute Teacher exceeding 20 consecutive days   | \$200.00 per diem                  | 12/8/20           | 1/15/21         | Coverage for position TCH.KEN.GR2.NA.01 |
| * 2 | Tencza, Andrew      | RHS         | Substitute Teacher                                 | 20/21 Sub Rate Bd. aprvd 5/11/2020 | 11/23/20          | 11/24/20        | Coverage for position TCH.RHS.ART.NA.02 |
| * 3 | Tencza, Andrew      | RHS         | Transitional Substitute Teacher (Art)              | \$36,000 prorated                  | 12/9/20           | 1/14/21         | Coverage for position TCH.RHS.ART.NA.02 |
| * 4 | Natiello, Dylan     | District    | Substitute Teacher, Paraprofessional and Secretary | 20/21 Sub Rate Bd. aprvd 5/11/2020 | 12/15/20          | 6/30/21         |   |

SALARY ADJUSTMENTS - CERTIFICATED STAFF

- \*12. RESOLVED, that the Roxbury Township Board of Education approve the following teaching assignments for the staff indicated below for the 2020/2021 school year:

|   | <i>Name</i>       | <i>Loc</i> | <i>Program/ Class</i>   | <i>Extra Blocks assigned:</i>  | <i>Salary Guide / Step</i> | <i>Addl. Salary</i> | <i>Start Date</i> | <i>End Date</i>       |
|---|-------------------|------------|-------------------------|--|----------------------------|---------------------|-------------------|-----------------------|
| 1 | Bedoya, Judy      | RHS        | Spanish II H, Block 6   | 1 block on Virtual Mondays and on B days w/in A/B day schedule @ RHS | 20/21 MA+30 Step 14-15     | \$363 <sup>^</sup>  | 11/17/20          | 11/23/20 <sup>^</sup> |
| 2 | Cantwell, Kevin   | RHS        | Spanish II A, Block 8   | 1 block on Virtual Mondays and on B days w/in A/B day schedule @ RHS | 20/21 MA Step 23           | \$486 <sup>^</sup>  | 11/17/20          | 11/23/20 <sup>^</sup> |
| 3 | Filoramo, Joseph  | RHS        | Spanish II H, Block 4   | 1 block on Virtual Mondays and on A days w/in A/B day schedule @ RHS | 20/21 MA+30 Step 9-11      | \$339 <sup>^</sup>  | 11/17/20          | 11/23/20 <sup>^</sup> |
| 4 | Lisa, Kerry       | RHS        | Spanish II B, Block 3AB | 1 block on Virtual Mondays and on A days w/in A/B day schedule @ RHS | 20/21 MA Step 23           | \$486 <sup>^</sup>  | 11/17/20          | 11/23/20 <sup>^</sup> |
| 5 | Saavedra, Julieth | RHS        | Spanish II A, Block 7CD | 1 block on Virtual Mondays and on B days w/in A/B day schedule @ RHS | 20/21 BA+30 Step 14-15     | \$348 <sup>^</sup>  | 11/17/20          | 11/23/20 <sup>^</sup> |

<sup>^</sup>Amends *Addl. Salary* and *End Date* of 12/23/20 app'd 11/23/20. Replacement for position TCH.RHS.WL.SP.07.

13. RESOLVED, that the Roxbury Township Board of Education approve the following teaching assignments for the staff indicated below for the 2020/2021 school year:

|   | Name                | Loc | Program/<br>Class | Extra Blocks<br>assigned: | Dates of Coverage   | Addl.<br>Salary | Salary Guide  |
|---|---------------------|-----|-------------------|---------------------------|---|-----------------|---|
| 1   | Curet,<br>Carlos    | EMS | Gr. 7 Spanish     | 2 blocks daily            | 5 days: 12/2/20,<br>12/4/20, 12/7/20,<br>12/9/20, 12/11/20 #              | \$450           | 2020-21 REA<br>Sidebar for<br>Middle School<br>Class<br>Coverages |
| 2   | Curet,<br>Carlos    | EMS | Gr. 8 Spanish     | 2 blocks daily            | 5 days: 12/2/20,<br>12/4/20, 12/7/20,<br>12/9/20, 12/11/20 #              | \$450           |   |
| 3   | Richman,<br>Margery | EMS | Gr. 8 ELA         | 4 blocks daily            | 10 days from<br>11/23/20-12/8/20^   | \$1,800         |   |
| 4   | Solis,<br>Merced    | EMS | Gr. 7 Spanish     | 2 blocks daily            | 6 days: 12/1/20,<br>12/2/20, 12/3/20,<br>12/8/20, 12/10/20,<br>12/14/20 # | \$540           |   |
| 5   | Solis,<br>Merced    | EMS | Gr. 8 Spanish     | 2 blocks daily            | 6 days: 12/1/20,<br>12/2/20, 12/3/20,<br>12/8/20, 12/10/20,<br>12/14/20 # | \$540           |   |
| # Coverage for position TCH.EMS.WL.SP.02. |                     |     |                   |                           |   |                 |   |
| ^ Coverage for position TCH.EMS.LA.NA.01. |                     |     |                   |                           |   |                 |   |

SALARY ADJUSTMENTS - HOURLY EMPLOYEES

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

|     | Name              | Loc | Position                         | Guide /<br>Step           | Hourly<br>Rate | Hrs /<br>Day              | Days<br>/ Wk | Days /<br>Year | Annual<br>Salary     | Start<br>Date | End<br>Date | Discussion                                 |
|-----|-------------------|-----|----------------------------------|---------------------------|----------------|---------------------------|--------------|----------------|----------------------|---------------|-------------|--|
| * 1 | Lovi,<br>Marjorie | RHS | Special<br>Education<br>Paraprof | REA<br>Paraprof<br>Step 9 | \$20.01        | 4 on<br>M, 6<br>on<br>T-F | 5            | 187            | \$21,211<br>prorated | 12/1/20       | 6/30/21     | Increased<br>from 6.25<br>hrs on B<br>Days |

BUSINESS ADMINISTRATOR MERIT GOAL

- \*15. RESOLVED, that the Roxbury Township Board of Education hereby recognizes that Mr. Joseph Mondanaro has met the criteria objectives as outlined in the Business Administrator's Merit Goal No. 1 (Quantitative ~ *Grant Applications*) for the 2020/21 school year; and achievement of this goal has been submitted to the Executive County Superintendent for approval.

MENTORING

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

|   |                  | <i>Novice Teacher</i> |                     |  | <i>Mentoring Term in Roxbury</i> |                   |                 |                   |            |
|---|------------------|-----------------------|---------------------|--|----------------------------------|-------------------|-----------------|-------------------|------------|
|   | <i>Name</i>      | <i>Loc</i>            | <i>Instr. Cert.</i> | <i>No. of weeks of mentoring completed to date</i> | <i>Mentor</i>                    | <i>Start Date</i> | <i>End Date</i> | <i>No. of Wks</i> | <i>Fee</i> |
| 1 | Cardone, Corinna | EMS                   | CEAS                | (10 in PTHSD 9/2020-11/25/2020)                    | Salyerds, Robert                 | 12/7/20           | 5/7/21          | 20                | \$367      |

STUDENT TEACHERS/INTERNS

17. RESOLVED, that the following student teacher/intern assignment be approved as per the placement requirements in Policy 9541- Student Teachers/Interns:

|   |              | <i>Student-Teacher/Intern</i> |                         |   | <i>Roxbury Cooperating Teacher</i> |                  |            |
|---|--------------|-------------------------------|-------------------------|---|------------------------------------|------------------|------------|
|   | <i>Name</i>  | <i>College/Univ</i>           | <i>Placement Sought</i> | <i>Term</i>   | <i>Name</i>                        | <i>Position</i>  | <i>Loc</i> |
| * 1   | Sims, Farrah | Seton Hall Univ.              | Athletic Training       | 1/2/21# thru 5/30/21, for 225 hrs min and 600 hrs max | Koch, Joseph                       | Athletic Trainer | RHS        |
| # Start date is pending receipt of Criminal Background clearance. |              |                               |                         |   |                                    |                  |            |

COMMUNITY SCHOOL

- \*18. RESOLVED, that the staff listed below be appointed for the 2020/2021 Roxbury Community School Course Offerings. All expenses will be paid out of collected tuitions and employment is dependent upon sufficient enrollment. Teachers/Instructors receive a percentage of tuition based on enrollment and agreement with the Community School.

| <b>Instructor</b>  | <b>Fees</b>           |  | <b>Program / Location / Dates</b>                             |
|--|-----------------------|--|---|
|  | <b>Compensation</b>   | <b>Tuition</b>   |   |
| Vogel, Jennifer  | \$23.50/Hour, Teacher | <b>Preschool Program*</b><br>\$715/month<br><br><b>Extended Care*</b><br>(7-9 a.m. / 2-5 p.m.)<br>Option 1: \$400/month<br>Option 2: \$277.50/month<br>Option 3: \$12/hour<br><br>* Tuition rates prorated due to hybrid schedules | RCS Preschool Program<br>Kennedy School<br>January-June 2021^ |
| ^ Start date is pending completion of documentation in accordance with the law or district policy. |                       |  |   |

**E. Executive Session**

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

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

WHEREAS, the Board of Education is anticipating to hold a Reorganization Meeting remotely (virtual meeting) on January 4, 2021 at 6:30 p.m. and;

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

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

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

- XVI. PUBLIC COMMENTS – There is a three-minute time limit, per Board Policy.
- XVII. BOARD MEMBER COMMENTS
- XVIII. EXECUTIVE SESSION - (IF NECESSARY)
- XIX. PUBLIC SESSION – (IF NECESSARY)
- XX. ADJOURNMENT

REPORT OF AUDIT  
ROXBURY TOWNSHIP SCHOOL DISTRICT  
COUNTY OF MORRIS  
FISCAL YEAR ENDED JUNE 30, 2020

S U M M A R Y

ROXBURY TOWNSHIP SCHOOL DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SUMMARY  
JUNE 30, 2020

|  | General<br>Fund      | Special<br>Revenue<br>Fund | Capital<br>Projects<br>Fund | Debt<br>Service<br>Fund | Total<br>Governmental<br>Funds |
|--|----------------------|----------------------------|-----------------------------|-------------------------|--------------------------------|
| <b>ASSETS:</b>                                   |                      |                            |                             |                         |                                |
| Cash and Cash Equivalents                        | \$ 5,815,833         |                            | \$ 816,154                  |                         | \$ 6,631,987                   |
| Interfund Receivable                             | 15,020               |                            |                             |                         | 15,020                         |
| Receivables From State Government                | 773,154              | \$ 18,184                  |                             |                         | 791,338                        |
| Receivables From Federal Government              |                      | 195,441                    |                             |                         | 195,441                        |
| Receivables From Other Governments               | 416,662              | 979                        |                             |                         | 417,641                        |
| Other Accounts Receivables                       |                      | 7,942                      |                             |                         | 7,942                          |
| Restricted Cash and Cash Equivalents             | 12,104,492           |                            |                             |                         | 12,104,492                     |
| <b>Total Assets</b>                              | <b>\$ 19,125,161</b> | <b>\$ 222,546</b>          | <b>\$ 816,154</b>           | <b>\$ -0-</b>           | <b>\$ 20,163,861</b>           |
| <b>LIABILITIES AND FUND BALANCES:</b>            |                      |                            |                             |                         |                                |
| <b>Liabilities:</b>                              |                      |                            |                             |                         |                                |
| Accounts Payable                                 | \$ 142,660           | \$ 99,749                  | \$ 4,290                    |                         | \$ 246,699                     |
| Interfund Payable                                |                      | 6,634                      |                             |                         | 6,634                          |
| Payable to State Government                      |                      | 52,435                     |                             |                         | 52,435                         |
| Payable to Federal Government                    |                      | 4,191                      |                             |                         | 4,191                          |
| Unearned Revenue                                 |                      | 59,537                     |                             |                         | 59,537                         |
| <b>Total Liabilities</b>                         | <b>142,660</b>       | <b>222,546</b>             | <b>4,290</b>                |                         | <b>369,496</b>                 |
| <b>Fund Balances:</b>                            |                      |                            |                             |                         |                                |
| <b>Restricted for:</b>                           |                      |                            |                             |                         |                                |
| Capital Reserve                                  | 9,993,292            |                            |                             |                         | 9,993,292                      |
| Maintenance Reserve                              | 1,895,094            |                            |                             |                         | 1,895,094                      |
| Emergency Reserve                                | 216,106              |                            |                             |                         | 216,106                        |
| Excess Surplus - 2021-2022                       | 2,500,000            |                            |                             |                         | 2,500,000                      |
| Excess Surplus - 2020-2021                       | 2,190,115            |                            |                             |                         | 2,190,115                      |
| Committed  |                      |                            | 811,864                     |                         | 811,864                        |
| <b>Assigned:</b>                                 |                      |                            |                             |                         |                                |
| Other Purposes                                   | 948,788              |                            |                             |                         | 948,788                        |
| Designated For Subsequent Year's<br>Expenditures | 368,309              |                            |                             |                         | 368,309                        |
| Unassigned                                       | 870,797              |                            |                             |                         | 870,797                        |
| <b>Total Fund Balances</b>                       | <b>18,982,501</b>    |                            | <b>811,864</b>              |                         | <b>19,794,365</b>              |
| <b>Total Liabilities and Fund Balances</b>       | <b>\$ 19,125,161</b> | <b>\$ 222,546</b>          | <b>\$ 816,154</b>           | <b>\$ -0-</b>           | <b>\$ 20,163,861</b>           |

ROXBURY TOWNSHIP SCHOOL DISTRICT  
STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS  
SUMMARY  
FOR THE FISCAL YEAR ENDED JUNE 30, 2020

|   | General<br>Fund | Special<br>Revenue<br>Fund | Capital<br>Projects<br>Fund | Debt<br>Service<br>Fund | Total<br>Governmental<br>Funds |
|---|-----------------|----------------------------|-----------------------------|-------------------------|--------------------------------|
| <b>REVENUES</b>   |                 |                            |                             |                         |                                |
| Local Sources:  |                 |                            |                             |                         |                                |
| Local Tax Levy  | \$ 56,487,374   |                            |                             | \$ 1,701,600            | \$ 58,188,974                  |
| Tuition Charges   | 4,091,911       |                            |                             |                         | 4,091,911                      |
| Transportation Fees   | 1,399,523       |                            |                             |                         | 1,399,523                      |
| Rents and Royalties   | 46,519          |                            |                             |                         | 46,519                         |
| Interest Earned on Capital Reserve Funds                    | 95,066          |                            |                             |                         | 95,066                         |
| Miscellaneous   | 416,815         | \$ 21,353                  |                             |                         | 438,168                        |
| Total - Local Sources                                       | 62,537,208      | 21,353                     |                             | 1,701,600               | 64,260,161                     |
| State Sources   | 24,067,187      | 217,059                    | \$ 2,039,065                |                         | 26,323,311                     |
| Federal Sources   | 81,862          | 1,164,710                  |                             |                         | 1,246,572                      |
| Total Revenues  | 86,686,257      | 1,403,122                  | 2,039,065                   | 1,701,600               | 91,830,044                     |
| <b>EXPENDITURES:</b>  |                 |                            |                             |                         |                                |
| Current:  |                 |                            |                             |                         |                                |
| Regular Instruction   | 20,946,636      | 390,854                    |                             |                         | 21,337,490                     |
| Special Education Instruction                               | 6,910,923       | 859,979                    |                             |                         | 7,770,902                      |
| Other Special Instruction                                   | 935,346         |                            |                             |                         | 935,346                        |
| School Sponsored/Other Instruction                          | 1,413,629       |                            |                             |                         | 1,413,629                      |
| Support Services and Undistributed Costs:                   |                 |                            |                             |                         |                                |
| Tuition   | 3,023,269       |                            |                             |                         | 3,023,269                      |
| Student & Instruction Related Services                      | 7,330,768       | 152,289                    |                             |                         | 7,483,057                      |
| General Administrative Services                             | 1,149,898       |                            |                             |                         | 1,149,898                      |
| School Administrative Services                              | 2,797,637       |                            |                             |                         | 2,797,637                      |
| Central Services  | 862,017         |                            |                             |                         | 862,017                        |
| Administration Information Technology                       | 1,255,974       |                            |                             |                         | 1,255,974                      |
| Plant Operations and Maintenance                            | 8,514,226       |                            |                             |                         | 8,514,226                      |
| Pupil Transportation  | 4,974,861       |                            |                             |                         | 4,974,861                      |
| Unallocated Benefits  | 20,699,809      |                            |                             |                         | 20,699,809                     |
| Debt Service:   |                 |                            |                             |                         |                                |
| Principal   |                 |                            |                             | 1,520,000               | 1,520,000                      |
| Interest and Other Charges                                  |                 |                            |                             | 181,600                 | 181,600                        |
| Capital Outlay  | 3,040,897       |                            | 2,900,843                   |                         | 5,941,740                      |
| Special Schools   | 173,384         |                            |                             |                         | 173,384                        |
| Transfer of Funds to Charter Schools                        | 98,743          |                            |                             |                         | 98,743                         |
| Total Expenditures  | 84,128,017      | 1,403,122                  | 2,900,843                   | 1,701,600               | 90,133,582                     |
| Excess/(Deficiency) of Revenue<br>over/(under) Expenditures | 2,558,240       |                            | (861,778)                   |                         | 1,696,462                      |
| <b>OTHER FINANCING SOURCES/(USES):</b>                      |                 |                            |                             |                         |                                |
| Cancellation of Capital Lease Receivable                    |                 |                            | (605)                       |                         | (605)                          |
| Capital Leases (Non-Budgeted)                               | 1,229,590       |                            |                             |                         | 1,229,590                      |
| Transfers   | (1,761,388)     |                            | 1,761,388                   |                         |                                |
| Total Other Financing Sources/(Uses)                        | (531,798)       |                            | 1,760,783                   |                         | 1,228,985                      |
| Net Change in Fund Balances                                 | 2,026,442       |                            | 899,005                     |                         | 2,925,447                      |
| Fund Balance—July 1   | 16,956,059      |                            | (87,141)                    |                         | 16,868,918                     |
| Fund Balance—June 30  | \$ 18,982,501   | \$ -0-                     | \$ 811,864                  | \$ -0-                  | \$ 19,794,365                  |

ROXBURY TOWNSHIP SCHOOL DISTRICT  
SUMMARY  
JULY 1, 2019 THROUGH JUNE 30, 2020  
(Continued)

It is recommended that:

1. Administrative Practices and Procedures  
None
2. Financial Planning, Accounting and Reporting  
None
3. School Purchasing Program  
None
4. School Food Service  
None
5. Student Body Activities  
Bank reconciliations for all student activity accounts be completed in a timely manner.
6. Application for State School Aid  
None
7. Pupil Transportation  
None
8. Facilities and Capital Assets  
The District continue to update its capital assets inventory records.
9. Travel Expense and Reimbursement Policy  
None
10. Status of Prior Year's Finding/Recommendation  
The prior year recommendation regarding the principal and receipt of goods signatures for student activities purchases and high school receipts being deposited in a timely manner have been resolved. The prior year recommendation regarding fixed assets was not resolved and remains as a current year recommendation.

CORRECTIVE ACTION PLAN - 2019/2020

NAME OF SCHOOL ROXBURY TOWNSHIP SCHOOL DISTRICT COUNTY MORRIS  
 TYPE OF AUDIT COMPREHENSIVE ANNUAL FINANCIAL REPORT  
 DATE OF BOARD MEETING DECEMBER 14, 2020  
 CONTACT PERSON JOSEPH MONDANARO, SCHOOL BUSINESS ADMINISTRATOR  
 TELEPHONE NUMBER (973) 584-6099

| RECOMMENDATION NUMBER  | CORRECTIVE ACTION APPROVED BY THE BOARD   | METHOD OF IMPLEMENTATION  | PERSON RESPONSIBLE FOR IMPLEMENTATION | COMPLETION DATE OF IMPLEMENTATION |
|--|---|---|---------------------------------------|-----------------------------------|
| 1. <u>Administrative Practices and Procedures</u><br>None  |   |   |                                       |                                   |
| 2. <u>Financial Planning, Accounting and Reporting</u><br>None   |   |   |                                       |                                   |
| 3. <u>School Purchasing Program</u><br>None  |   |   |                                       |                                   |
| 4. <u>School Food Service</u><br>None  |   |   |                                       |                                   |
| 5. <u>Student Body Activities</u><br>Bank reconciliations for all student activity accounts be completed in a timely manner. | The Business Administrator will review procedures with student activity advisors and school principals. | The Business Administrator will review procedures with student activity advisors and school principals.<br>School principals and their secretaries will ensure that accounts are reconciled monthly.<br>Accounts receivable secretary will provide support to school secretaries. | Business Administrator                | 12/31/2020                        |
| 6. <u>Application for State School Aid</u><br>None   |   |   |                                       |                                   |
| 7. <u>Pupil Transportation</u>   |   |   |                                       |                                   |

CORRECTIVE ACTION PLAN - 2019/2020

NAME OF SCHOOL ROXBURY TOWNSHIP SCHOOL DISTRICT COUNTY MORRIS  
 TYPE OF AUDIT COMPREHENSIVE ANNUAL FINANCIAL REPORT  
 DATE OF BOARD MEETING DECEMBER 14, 2020  
 CONTACT PERSON JOSEPH MONDANARO, SCHOOL BUSINESS ADMINISTRATOR  
 TELEPHONE NUMBER (973) 584-6099

|   |   |  |                        |           |
|---|---|--|------------------------|-----------|
| None  |   |  |                        |           |
| 8. <u>Facilities and Capital Assets</u><br>The District continue to update its capital assets inventory records.  | The Business Administrator will provide training on fixed assets to district personnel. | The Business Administrator will provide training on fixed assets to district personnel.<br>The facilities secretary will ensure that assets are identified, properly labeled and added into System 3000. | Business Administrator | 6/30/2021 |
| 9. <u>Travel Expense and Reimbursement Policy</u><br>None   |   |  |                        |           |
| 10. <u>Status of Prior Year's Finding/Recommendations</u><br>The prior year recommendation regarding the principal and receipt of goods signatures for student activities purchases and high school receipts being deposited in a timely manner have been resolved. The prior year recommendation regarding fixed assets was not resolved and remains as a current year recommendation. |   |  |                        |           |

\_\_\_\_\_  
CHIEF SCHOOL ADMINISTRATOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BOARD SECRETARY/SCHOOL BUSINESS ADMINISTRATOR

\_\_\_\_\_  
DATE

Applicant: 27 4560 ROXBURY TOWNSHIP - Morris  
 Application: CARES Emergency Relief Grant - 00-  
 Cycle: Amendment 2

Project Period: 3/13/2020 - 9/30/2022

CARES Emergency Relief Grant ▼

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|                |         |                    |                               |                |                      |            |               |                   |                       |                   |
|----------------|---------|--------------------|-------------------------------|----------------|----------------------|------------|---------------|-------------------|-----------------------|-------------------|
| Overview       | Contact | Allocation Details | Additional Nonpublic Services | Allowable Uses | Budget               | Assurances | Submit        | District Comments | Application History   | Application Print |
| Budget Summary |         |                    | 100 Instruction               |                | 200 Support Services |            | 400 Equipment |                   | 200-860 Indirect Cost |                   |

**Budget Summary**

[Instructions](#)

**The application has been submitted. No more updates will be saved for the application.**

| Function / Object       | Expenditure Category                                 | Public Amount | Nonpublic Amount | Total Amount |
|-------------------------|--|---------------|------------------|--------------|
| <b>100</b>              | <b>Instruction</b>                                   |               |                  |              |
| 100-100                 | Salaries   | \$0           | \$0              | \$0          |
| 100-300                 | Purchased Services                                   | \$0           | \$0              | \$0          |
| 100-500                 | Other Purchased Services                             | \$0           | \$0              | \$0          |
| 100-600                 | Instructional Supplies                               | \$94,332      | \$5,302          | \$99,634     |
| 100-800                 | Other Objects  | \$0           | \$0              | \$0          |
| <b>200</b>              | <b>Support Services</b>                              |               |                  |              |
| 200-100                 | Salaries   | \$0           | \$0              | \$0          |
| 200-200                 | Benefits   | \$0           | \$0              | \$0          |
| 200-300                 | Prof and Tech Services                               | \$0           | \$0              | \$0          |
| 200-400                 | Purchased Property Services                          | \$0           | \$0              | \$0          |
| 200-500                 | Other Purchased Services                             | \$0           | \$0              | \$0          |
| 200-600                 | Supplies and Materials                               | \$32,259      | \$5,650          | \$37,909     |
| 200-800                 | Other Objects  | \$0           | \$0              | \$0          |
| 200-860                 | Indirect Cost Approved Rate 4.51800% Derived Rate 0% | \$0           | \$0              | \$0          |
| <b>400</b>              | <b>Fac. Acq. and Construction Ser.</b>               |               |                  |              |
| 400-720                 | Building   | \$0           | \$0              | \$0          |
| 400-731                 | Instructional Equipment                              | \$0           | \$0              | \$0          |
| 400-732                 | Non Instructional Equipment                          | \$41,045      | \$0              | \$41,045     |
| <b>520</b>              | <b>Schoolwide</b>                                    |               |                  |              |
| 520-930                 | Schoolwide Blended                                   | \$0           | \$0              | \$0          |
|                         | <b>Program Administration</b>                        |               |                  |              |
|                         | Program Admin  | \$0           | \$0              | \$0          |
| <b>Total Budgeted</b>   |  | \$167,636     | \$10,952         | \$178,588    |
| <b>Total Available</b>  |  |               |                  | \$178,588    |
| <b>Amount Remaining</b> |  |               |                  | \$0          |

# POLICY

## ROXBURY TOWNSHIP BOARD OF EDUCATION

EXHIBIT #P1 – SECOND READING

Administration  
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### ADMINISTRATIVE EMPLOYMENT CONTRACTS

#### 1620 ADMINISTRATIVE EMPLOYMENT CONTRACTS

The Executive County Superintendent shall review and approve for all Superintendents of Schools, Superintendents of Schools reappointed pursuant to N.J.S.A. 18A:17-20.1, Deputy Superintendents of Schools, Assistant Superintendents of Schools, and School Business Administrators, including any interim, acting or person otherwise serving in these positions, in school districts, county vocational school districts, county special services school districts and other districts, except charters, within the County under the supervision of the Executive County Superintendent:

1. New employment contracts, including contracts that replace expired contracts for existing tenured and non-tenured employees;
2. Renegotiations, extensions, amendments, or other alterations of the terms of existing employment contracts that have been previously approved by the Executive County Superintendent; and
3. Provisions for contract extensions where such terms were not included in the original employment contract or are different from the provisions contained in the original approved employment contract.

In counties where there is no Executive County Superintendent, an Executive County Superintendent from another county shall be designated by the Commissioner to ~~or Acting Executive County Superintendent, the Assistant Commissioner for Field Services shall review and approve all above contracts listed above.~~

The contract review and approval shall take place prior to any required public notice and hearing pursuant to N.J.S.A. 18A:11-11 and prior to the Board of Education approval and execution of ~~those~~ the contracts to ensure compliance with all applicable laws, including but not limited to N.J.S.A. 18A:30-3.5, 18A:30-9, 18A:17-15.1 and 18A:11-12.

~~The public notice and public hearing required pursuant to N.J.S.A. 18A:11-11 is applicable to a Board that renegotiates, extends, amends, or otherwise alters the terms of an existing contract with the Superintendent of Schools, Deputy Superintendent, Assistant Superintendents, or School Business Administrator.~~

~~Although the public notice and public hearing requirements of N.J.S.A. 18A:11-11 do not apply to new contracts and contracts that replace expired contracts for existing employees in one of these positions, whether tenured or not tenured, the Board may issue a public notice and/or hold a public hearing on new contracts, including new contracts that replace expired contracts for existing tenured and non-tenured employees.~~



## ADMINISTRATIVE EMPLOYMENT CONTRACTS

In accordance with the provisions of N.J.S.A. 18A:11-11 and N.J.A.C. 6A:23A-3.1(c)1, the public notice and public hearing required shall be applicable to a Board of Education that renegotiates, extends, amends, or otherwise alters the terms of an existing contract with a Superintendent of Schools, Deputy Superintendent of Schools, Assistant Superintendent of Schools, or School Business Administrator. In accordance with N.J.S.A. 18A:11-11, notice must be provided to the public at least thirty days prior to the scheduled action by the Board. The Board shall also hold a public hearing and shall not take any action on the matter until the hearing has been held. The Board shall provide the public with at least ten days' notice of the public hearing.

In accordance with N.J.A.C. 6A:23A-3.1(c)1, the public notice and public hearing required pursuant to N.J.S.A. 18A:11-11 shall not apply to new contracts, including contracts that replace expired contracts for existing employees in one of these positions, whether tenured or not tenured. Nothing shall preclude a Board from issuing a public notice and/or holding a public hearing on new contracts, including new contracts that replace expired contracts for existing tenured and non-tenured employees.

The public notice and public hearing required pursuant to N.J.S.A. 18A:11-11 is also required in the event an existing contract for a Superintendent of Schools, Deputy Superintendent of Schools, Assistant Superintendent of Schools, or School Business Administrator is rescinded or terminated by the Board of Education before it is due to expire and the parties agree to new employment terms.

In connection with the Executive County Superintendent's review of the contract, the Board shall provide the Executive County Superintendent with a detailed statement setting forth the total cost of the contract for each applicable year, including salary, longevity (if applicable), benefits and all other emoluments.

The review and approval of the employment contracts of Superintendents of Schools, Deputy Superintendents of Schools, Assistant Superintendents of Schools, and School Business Administrators conducted by the Executive County Superintendent shall be consistent with the following additional standards outlined in N.J.S.A. 18A:7-8.1 and N.J.A.C. 6A:23A-3.1:

1. Contracts for each class of administrative position shall be comparable with the salary, benefits and other emoluments contained in the contracts of similarly credentialed and experienced administrators in other school districts in the region with similar enrollment, academic achievement levels and challenges, and grade span.



## ADMINISTRATIVE EMPLOYMENT CONTRACTS

2. No contract shall include provisions that are inconsistent with the travel requirements pursuant to N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7 including, but not limited to, the provisions for mileage reimbursement and reimbursement for meals and lodging in New Jersey. Any contractual provision that is inconsistent with law is superseded by the law.
3. No contract shall include provisions for the reimbursement or payment of employee contributions that are either required by law or by a contract in effect in the school district with other teaching staff members, such as payment of the employee's State or federal taxes, or of the employee's contributions to FICA, Medicare, State pensions and annuities (TPAF), life insurance, disability insurance (if offered), and health benefit costs.
4. No contract shall contain a payment as a condition of separation from service that is deemed by the Executive County Superintendent to be prohibited or excessive in nature. The payment cannot exceed the lesser of the calculation of three months pay for every year remaining on the contract with pro-ratio for partial years, not to exceed twelve months, or the remaining salary amount due under the contract.
5. No contract shall include benefits that supplement or duplicate benefits that are otherwise available to the employee by operation of law, an existing group plan, or other means; e.g., an annuity or life insurance plan that supplements or duplicates a plan already made available to the employee. Notwithstanding the provisions of this section, a contract may contain an annuity where those benefits are already contained in the existing contract between the employee and the district.
6. Contractual provisions regarding accumulation of sick leave and supplemental compensation for accumulated sick leave shall be consistent with N.J.S.A. 18A:30-3.5. Supplemental payment for accumulated sick leave shall be payable only at the time of retirement and shall not be paid to the individual's estate or beneficiaries in the event of the individual's death prior to retirement. Pursuant to N.J.S.A. 18A:30-3.2, a new Board of Education contract may include credit of unused sick leave in accordance with the new Board of Education's policy on sick leave credit for all employees.
7. Contractual provisions regarding accumulation of unused vacation leave and supplemental compensation for accumulated unused vacation leave shall be consistent with N.J.S.A. 18A:30-9. Contractual provisions for



## ADMINISTRATIVE EMPLOYMENT CONTRACTS

payments of accumulated vacation leave prior to separation can be included but only for leave accumulated prior to June 8, 2007 and remaining unused at the time of payment. Supplemental payments for unused vacation leave accrued consistent with the provisions of N.J.S.A. 18A:30-9 after June 8, 2007 as well as unused vacation leave accumulated prior to June 8, 2007 that has not been paid, shall be payable at the time of separation and may be paid to the individual's estate or beneficiaries in the event of the individual's death prior to separation.

8. Contractual provisions that include a calculation of per diem for twelve month employees shall be based on a two hundred sixty day work year.
9. ~~No provision for a bonus shall be made except where payment is contingent upon achievement of measurable specific performance objectives expressly contained in a contract approved pursuant to N.J.A.C. 6A:23A-3.1, where compensation is deemed reasonable relative to the established performance objectives, and achievement of the performance objectives has been documented to the satisfaction of the Board of Education.~~ - No provision for a merit bonus shall be made except where payment is contingent upon achievement of quantitative merit criterion and/or qualitative merit criterion:
  - a. A contract may include no more than three quantitative merit criteria and two qualitative merit criteria per contract year.
  - b. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and qualitative merit criteria.
  - c. A contract may provide for merit bonuses in an amount not exceeding 3.33 percent of annual salary for each quantitative merit criterion achieved and 2.5 percent of annual salary for each qualitative merit criterion achieved. Any such merit bonus shall be considered "extra compensation" for purpose of N.J.A.C. 17:3-4.1 and shall not be cumulative.
  - d. The Board of Education shall submit to the Executive County Superintendent a resolution certifying that a quantitative merit criterion or a qualitative merit criterion has been satisfied and shall await confirmation of the satisfaction of that criterion from the



## ADMINISTRATIVE EMPLOYMENT CONTRACTS

Executive County Superintendent prior to payment of any merit bonus.

10. ~~No provision for payment at the time of separation or retirement shall be made for work not performed except as otherwise authorized above.~~ No provision for a bonus shall be made except where payment is contingent upon achievement of measurable specific performance objectives expressly contained in a contract approved pursuant to N.J.A.C. 6A:23A-3.1, where compensation is deemed reasonable relative to the established performance objectives and achievement of the performance objectives has been documented to the satisfaction of the Board of Education.
11. No provision for payment at the time of separation or retirement shall be made for work not performed except as otherwise authorized in N.J.A.C. 6A:23A-3.1 and N.J.S.A. 18A:7-8.1.
1211. No contract shall include a provision for a monthly allowance except for a reasonable car allowance. A reasonable car allowance shall not ~~cannot~~ exceed the monthly cost of the average monthly miles traveled for business purposes multiplied by the allowable mileage reimbursement pursuant to applicable law and regulation and New Jersey Office of Management and Budget (NJOMB) circulars. If such allowance is included, the employee shall not ~~cannot~~ be reimbursed for business travel mileage nor assigned permanently a car for official district business. Any provision of a car for official district business must conform with N.J.A.C. 6A:23A-6.12 and be supported by detailed justification. No contract shall ~~can~~ include a provision of a dedicated driver or chauffeur.
1312. All Superintendent contracts shall include the required provision pursuant to N.J.S.A. 18A:17-15.1 which states that in the event the Superintendent's certificate is revoked, the contract is null and void.
1413. No contract shall include a provision for additional compensation upon the acquisition of a graduate degree unless the graduate degree is conferred by a regionally ~~duly~~ accredited college or university ~~institution of higher education~~ as defined in applicable regulations N.J.A.C. ~~6A:9-2.1~~. No contract shall include a provision for assistance or tuition reimbursement, or for additional compensation for graduate school coursework, unless the ~~such~~ coursework culminates in the acquisition of a graduate degree conferred by a regionally ~~duly~~ accredited college or university ~~institution~~



# POLICY

## ROXBURY TOWNSHIP BOARD OF EDUCATION

Administration  
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### ADMINISTRATIVE EMPLOYMENT CONTRACTS

of higher education as defined in applicable regulations N.J.A.C. 6A:9-2.1.

The review and approval of an employment contract for the Superintendent of Schools shall be according to standards adopted by the commissioner, provided that the standards not include maximum salary amounts pursuant to N.J.S.A. 18A:7-8.j.

Any actions by the Executive County Superintendent undertaken pursuant to N.J.S.A. 18A:7A-8.1, N.J.A.C. 6A:23-3.1 and this Policy may be appealed to the Commissioner of Education pursuant to the procedures set forth at N.J.A.C. 6A:3, Controversies and Disputes.

N.J.S.A. 18A:7-8; 18A:7-8.1; 18A:11-11  
N.J.A.C. 6A:23A-3.1; 6A:23A-7 et seq.

Adopted: 14 October 2013

Revised: 14 December 2020



## 2431 ATHLETIC COMPETITION

### M

The Board of Education recognizes the value of athletic competition as an integral part of the total school experience. ~~Game activities and practice sessions~~ 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(s) or legal guardian(s). The consent of the parent(s) or legal guardian(s) of a student who wishes to participate in a program of athletic competition must 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. To be eligible for participation in the interscholastic athletic program of a New Jersey State Interscholastic Athletic Association (NJSIAA) member school, all high school students must meet, at a minimum, all the eligibility requirements of the Constitution, Bylaws, and Rules and Regulations of the NJSIAA.

Home Schooled children are not eligible to participate in the high school interscholastic athletic program of this district.

21. A student in grades seven through eight 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 school year.

32. A student in grades seven through eight is eligible for participation in school district sponsored programs of athletic competition if he/she has demonstrated progress towards graduation. For the purposes of this policy, a grade of “F” or “U” shall be considered as failing grades. All others shall be considered passing.

Home schooled children in grades seven through eight are not eligible to participate in school district sponsored programs of athletic competition of this district.

43. 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 the school day.

54. 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.

65. A student in any grade who fails to observe school rules for student conduct including attendance may forfeit his/her eligibility for participation in school district sponsored programs of athletic competition. A relinquishment or suspension of participation based on the aforementioned will be determined by the Principal and Athletic Director and will be communicated with the student and parent prior to any interruption in participation with appropriate time for the student-athlete to rectify the violation when appropriate.

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

## Grade 9

1. To be eligible for activities beginning in the first marking period and/or fall sports, a final passing average in seven subjects must have been attained on the student's eighth grade report card or as a result of satisfactory completion of deficient courses during summer school.

NOTE: All incoming ninth grade students have the right to appeal their first marking period and/or fall sports eligibility.



2. To be eligible for activities beginning in the second marking period and/or winter sports, a student must demonstrate a passing grade in each course on his/her report card at the end of the first marking period.
3. To be eligible for activities beginning in the third marking period and/or spring sports, a student must demonstrate a passing grade in each course on his/her report card at the end of the second marking period.

## Grade 10

1. To be eligible for activities beginning in the first marking period and/or fall sports, a student must have passed thirty-five credits at the end of their ninth grade year or as a result of satisfactory completion of deficient courses during summer school.
2. To be eligible for activities beginning in the second marking period and/or winter sports, a student must have passed thirty-five credits during the preceding year and demonstrate a passing grade in each course on his/her report card at the end of the first marking period.
3. To be eligible for activities beginning in the third marking period and/or spring sports, a student must have passed thirty-five credits during the preceding year and demonstrate a passing grade in each course on his/her report card at the end of the second marking period.

## Grade 11

1. To be eligible for activities beginning in the first marking period and/or fall sports, a student must have attained seventy credits by the end of the tenth grade or as a result of satisfactory completion of deficient courses during summer school.
2. To be eligible for activities beginning in the second marking period and/or winter sports, a student must have passed seventy credits and demonstrate a passing grade in each course on his/her report card at the end of the first marking period.
3. To be eligible for activities beginning in the third marking period and/or spring sports, a student must have passed seventy credits and demonstrate a passing grade in each course on his/her report card at the end of the second marking period.

## Grade 12



1. A senior must demonstrate a passing average in all of the courses required for graduation and that all graduation requirements will be met by the schedule of courses in which he/she has enrolled.
2. To be eligible for activities beginning in the first marking period and/or fall sports, a student must have attained one hundred five credits by the end of the eleventh grade or as a result of satisfactory completion of deficient courses during summer school.
3. To be eligible for activities beginning in the second marking period and/or winter sports, a student must have passed one hundred five credits and demonstrate a passing grade in each course on his/her report card at the end of the first marking period.
4. To be eligible for activities beginning in the third marking period and/or spring sports, a student must have passed one hundred five credits and demonstrate a passing grade in each course on his/her report card at the end of the second marking period.

NOTE: Once a student is eligible for an activity/sport, he/she remains eligible for the duration of that activity/sport except year-long activities. Eligibility for year-long activities will be determined on a semester basis. Students placed on probation through the appeals process must meet the terms of probation in order to maintain their eligibility.

Home schooled children are not eligible to participate in the high school interscholastic athletic program of this district.

## Appeal Process

Under extenuating circumstances, eligibility decisions may be appealed to the Principal.

1. The Principal may then convene an eligibility committee consisting of: Assistant Principals, School Counselor, Athletic Director, Coach/Advisor, and the subject matter teacher.
2. Options will include, but are not limited to, a student being placed on probation until the mid-term progress report, at which time the student must have a passing average in all subjects to remain eligible. The student must remain in good standing and will be monitored throughout the season or time of participation.



NOTE: A student failing more than one subject is not eligible to appeal his/her eligibility. A student placed on eligibility probation through the Appeal Process must meet the terms of the probation in order to maintain their eligibility.

#### 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 this 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 medical examination shall also include a health history questionnaire completed and signed by the parent or legal guardian. A health history is a record of a person’s past health events provided by the individual, a parent or legal guardian, or health care provider.



The report of health findings of the medical examination for participation shall be documented on the Athletic Preparticipation Physical Examination Form approved by the Commissioner of Education to determine whether the student had or currently has any of the health conditions outlined in N.J.A.C. 6A:16-2.2(h)1.ii.(1) since their last physical. The medical examination shall be conducted in accordance with N.J.A.C. 6A:16-2.2 and Regulation 2431.2.

The medical report shall include, at a minimum, normalities as outlined in N.J.A.C. 6A:16-2.2(h)1.ii.(2). The medical report shall be provided to the school physician if the school physician did not conduct the medical examination. The medical report shall indicate whether the student is allowed or disallowed to participate in a program of athletic competition and must be completed and signed by the original examining physician, advanced practice nurse, or physician's assistant. A form that is incomplete shall be returned to the student's medical home for completion. A student that does not have a completed Athletic Preparticipation Physical Examination Form shall not be permitted to participate.

If the student's medical examination was completed more than 90 days prior to the first practice session, the student must provide a health history update of medical problems experienced since the last medical examination in accordance with N.J.A.C. 6A:16-2.2(h)1.iii. This health history update must be completed and signed by the parent(s) or legal guardian(s).

The school district will provide written notification to the parent(s) or legal guardian(s), signed by the school physician, stating approval of the student's participation, based solely on the medical report, or the written reasons for the school physician's disapproval of the student's participation. The school physician's signature on the notification indicates the medical report complies with the requirements of N.J.A.C. 6A:16-2.2(h)iv.

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 ~~and present to the Board for its approval~~ procedures for ~~the emergency treatment~~ responding to a non-serious or non-life-threatening injury sustained by a student while participating in sports or other athletic activity, ~~of injuries and disabilities that occur in the course of any athletic program or activity.~~ ~~Emergency~~ ~~These~~ procedures shall be reviewed ~~annually, updated as necessary,~~ ~~not less than once in each school year~~ and shall be 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.

The Superintendent shall annually prepare, approve, and present to the Board for its consideration a program of interscholastic athletics that includes a complete schedule of athletic events and may inform the Board of changes in that schedule.

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:16-1.34; 6A:16-2.1 et seq.; 6A:32-9.1

Adopted: 14 October 2013

Revised: 16 May 2016

Revised: 23 July 2018

Revised: 14 December 2020



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

EXHIBIT #P3 – SECOND READING

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EMERGENCY PROCEDURES FOR **SPORTS AND OTHER ATHLETIC PRACTICES AND COMPETITIONS ACTIVITY** (M)

### R 2431.1 EMERGENCY PROCEDURES FOR **SPORTS AND OTHER ATHLETIC PRACTICES AND COMPETITIONS ACTIVITY** (M)

#### M

##### A. Definitions

1. **“Athletic Activity”** means interscholastic athletics; an athletic contest or competition, other than interscholastic athletics, that is sponsored by or associated with a school district or nonpublic school, including cheerleading and club-sponsored sports activities; and any practice or interschool practice or scrimmage for those activities. ~~“Programs of athletic competition” means 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.~~
2. **“Health personnel”** means the school nurse, the school medical inspector, the designated team doctor, a licensed physician, **the licensed athletic trainer**, and members of the first aid squad or ambulance team.
3. **“Parent”** means the natural parent(s) or adoptive parent(s), legal guardian(s), foster parent(s) or parent surrogate(s) of a student. Where parents are separated or divorced, "parent" means the person or agency who has legal custody of the student, as well as the natural or adoptive parent(s) of the student, provided such parental rights have not been terminated by a court of appropriate jurisdiction.
4. ~~“Student” means a student enrolled in this district and a student enrolled in any district who is present in this district for the purpose of participating in a program of athletic competition sponsored by the Board of Education.~~

##### B. Precautions



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

PROGRAM

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### EMERGENCY PROCEDURES FOR SPORTS AND OTHER ATHLETIC PRACTICES AND COMPETITIONS ACTIVITY (M)

1. All coaches, including assistant coaches, and all staff who supervise sports and other athletic activity will be trained in first aid to include sports-related concussions and head injuries, the identification of injured and disabled student athletes, and any other first aid procedures required by statute, administrative code, or by the Superintendent.
  2. Athletic coaches or supervising staff members are responsible at all times for the supervision of students to whom they have been assigned. Students shall not be left unattended at any time.
  3. Students who participate in athletic competition shall be trained in proper athletic procedures, in the proper use of athletic equipment, and in the proper use of protective equipment and clothing.
  4. Student athletes shall be required to report promptly to the athletic coach or supervising staff member any injury or disability occurring to the student himself/herself or to another student.
  5. First aid supplies and equipment shall be readily available at all athletic activities and shall be maintained in proper condition.
  6. First aid and emergency medical procedures will utilize universal precautions in handling blood and body fluids as indicated in Policy and Regulation No. 7420 and Regulation No. 7420.1.
  7. Health personnel, including but not limited to, the licensed athletic trainer, school/team physician, and ambulance/first aid squad may be present at athletic activities and events as determined by the Superintendent.
- C. Emergency Action Plan and Procedures
1. The Board of a school district with any of the grades six through twelve 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. The plan shall be specific to the activity site, and shall be developed in consultation with local emergency medical services personnel in accordance with N.J.S.A. 18A:40-41.11.



EMERGENCY PROCEDURES FOR SPORTS AND OTHER ATHLETIC  
PRACTICES AND COMPETITIONS ACTIVITY (M)

2. The following emergency action plan procedures shall be established and implemented whenever a student athlete is seriously injured when participating in sports or other athletic activity or disabled in the course of an athletic practice or competition sponsored by this district. The emergency action plan shall include the following:
  - a. A list of the employees, team coaches, and licensed athletic trainers in each school who are trained in first aid or cardio-pulmonary resuscitation;
  - b. Identification of the employees, team coaches, or licensed athletic trainers in each school who will be responsible for carrying out the emergency action plan and a description of their respective responsibilities;
  - c. Identification of the activity location or venue;
  - d. Identification of the equipment and supplies that may be needed to respond to the emergency, including the location of each item; and
  - e. A description of the proper procedures to be followed after a student sustains a serious or life threatening sports-related injury including, but not limited to, responding to the injured student, summoning emergency medical care, assisting emergency responders in getting to the injured student, and documenting the actions taken during the emergency.
3. 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.
4. The proper procedures to be followed after a student sustains a serious or life-threatening sports-related injury while participating in sports or other athletic activity shall include, but not be limited to, the following components:



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### EMERGENCY PROCEDURES FOR **SPORTS AND OTHER ATHLETIC PRACTICES AND COMPETITIONS ACTIVITY** (M)

- a4. The athletic coach **or supervising staff member** shall immediately notify the health personnel present at the activity and the health personnel shall assume responsibility for the emergency treatment of the student.
- b2. If no health personnel are present, or if none can be immediately summoned to the student's aid, the athletic coach **or supervising staff member** shall administer such first aid as may be necessary.
- c3. If the student's injury ~~or disability~~ requires more than routine first aid, the athletic coach **or supervising staff member** shall:
  - (1)a. Summon emergency personnel by calling 911; or
  - (2)b. Arrange for the student's transportation to the nearest hospital or the office of the school **physician** ~~medical inspector~~.
- d4. The athletic coach or **supervising staff member** ~~his/her designee~~ shall promptly notify the Building Principal, the Superintendent, and the student's parent(s) ~~or legal guardian(s)~~ of the student's injury ~~or disability~~ and the condition and location of the student.
- e5. An injured ~~or disabled~~ student who has been transported away from school premises must be accompanied by the athletic coach **or supervising staff member**, a member of the athletic department, a health professional, or other responsible adult known to the athletic coach **or supervising staff member**.
- 56. These emergency procedures shall **may** be followed when the injured ~~or disabled~~ student is a member of a visiting team or district. In the event the visiting team has health personnel or staff members present, every effort shall be made to cooperate with the health personnel and/or staff of the district in which the student is enrolled.

#### D. **Non-Serious or Non-Life-Threatening Injuries During an Athletic Program or Activity**



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### EMERGENCY PROCEDURES FOR SPORTS AND OTHER ATHLETIC PRACTICES AND COMPETITIONS ACTIVITY (M)

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 and updated as necessary and shall be disseminated to appropriate staff members.

#### **E.D.** Reports

1. The athletic coach or supervising staff member shall complete and file a report of every injury or disability that occurs to a student in the course of his/her participation in sports or other athletic activity ~~the athletic program of this district~~, regardless of the severity of the injury or disability. The report shall include:
  - a. The date of the incident;
  - b. The name, age, and grade level, and gender of each injured or disabled student;
  - c. The district in which the student is enrolled;
  - d. The name and district of each student involved in the incident;
  - e. A narrative account of the incident;
  - f. A detailed description of the injury or disability;
  - g. The treatment given on school premises and the names of the health personnel, if any, who treated the student;
  - h. The place, if any, to which the student was taken and the persons who accompanied the student; and
  - i. ~~A memorandum of~~ How the notice was provided given to the student's parent(s) or legal guardian(s).
2. Copies of the report shall be filed with the school nurse and the Building Principal within twenty-four hours or by the end of the next school day after the incident.



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### EMERGENCY PROCEDURES FOR **SPORTS AND OTHER ATHLETIC PRACTICES AND COMPETITIONS ACTIVITY** (M)

3. The Building Principal shall report the incident to the Superintendent, who may report the incident to the Board.
4. A copy of each report of an incident of student injury or disability that occurs in the course of **the sport or other** athletic activities shall be maintained by the ~~athletic director~~ **Principal or designee**, who shall analyze reports for patterns that indicate a need for revision of the district's safety and/or athletics program. The ~~athletic director~~ **Principal or designee** shall report the findings of his/her analysis to the Superintendent **on an annual basis** ~~at the close of each sport season~~.
5. The parent(s) or legal guardian(s) of each injured or disabled student will be given assistance in the completion and filing of insurance claim forms.

#### **FE.** Readmission to Athletic Activities

A student **who sustains a serious or potentially life-threatening injury while participating in a** ~~injured or disabled in the course of sport or an other~~ athletic activity will be permitted to **resume** ~~participate~~ ~~ion in athletic competition only on the~~ **upon submission of written permission** ~~medical clearance~~ ~~of~~ **from the student's medical home, which shall be subject to review by school district health personnel** ~~the school medical inspector or designated team doctor, who must first examine the student to determine his/her fitness to participate in athletics.~~ Written notice of that determination, **approved** ~~signed~~ ~~by the school~~ **health personnel** ~~medical inspector or designated team doctor~~ as appropriate, shall be given to the student's parent(s) ~~or legal guardian(s)~~.

The prevention and treatment of suspected sports-related concussions and head injuries shall be in accordance with the provisions of N.J.S.A. 18A:40-41.1 et seq. and Policy and Regulation 2431.4.

Adopted: 14 October 2013

Revised: 14 December 2020



# POLICY

EXHIBIT #P4 – SECOND READING

Students  
5330.05/Page 1 of 1  
SEIZURE ACTION PLAN (M)

## 5330.05 SEIZURE ACTION PLAN (M)

### M

The Board of Education requires the development of a seizure action plan, an individualized health care plan, and an individualized emergency health care plan for students with epilepsy or a seizure disorder to care for and treat these students while at school pursuant to N.J.S.A. 18A:40-12.34 et seq.

In accordance with N.J.S.A. 18A:40-12.35, the parent of the student with epilepsy or a seizure disorder seeking epilepsy or seizure disorder care while at school shall submit the student's seizure action plan annually to the school nurse.

The school nurse shall develop an individualized health care plan and an individualized emergency health care plan for the student, provided the parents annually provide to the Board written authorization for the provision of epilepsy or seizure disorder care. The school nurse shall update these plans on an annual basis and as necessary in the event there is a change in the health status of the student. These plans shall include the information outlined in N.J.S.A. 18A:40-12.35.

In accordance with N.J.S.A. 18A:40-12.35, all staff members including staff working with school-sponsored programs outside the regular school day shall be trained in the care of students with epilepsy and seizure disorders. All school bus drivers, contracted and district-employed, shall be provided notice and information if they are transporting a student with epilepsy or a seizure disorder pursuant to N.J.S.A. 18A:40-12.36. The school nurse shall obtain a release from the parent of the student to authorize the sharing of medical information in accordance with N.J.S.A. 18A:40-12.37.

No school employee, including a school nurse, school bus driver, school bus aid, or any other officer or agent of the Board, shall be held liable for any good faith act or omission consistent with the provisions of N.J.S.A. 18A:40-12.34 through N.J.S.A. 18A:40-12.38, nor shall an action before the New Jersey State Board of Nursing lie against a school nurse for any such action taken by a person trained in good faith by the school nurse pursuant to N.J.S.A. 18A:40-12.34 through N.J.S.A. 18A:40-12.38. Good faith shall not include willful misconduct, gross negligence, or recklessness.

N.J.S.A. 18A:40-12.34 et seq.

Adopted: 14 December 2020



# REGULATION

ROXBURY TOWNSHIP  
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EXHIBIT #P5 – SECOND READING

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SEIZURE ACTION PLAN (M)

## R 5330.05 SEIZURE ACTION PLAN

### M

#### A. Definitions (N.J.S.A. 18A:40-12.34)

1. “Individualized emergency health care plan” means a document developed by the school nurse, in consultation with the parent of a student with epilepsy or a seizure disorder and other appropriate medical professionals, which is consistent with the recommendations of the student’s health care providers and which provides specific actions for non-medical school staff to do in a particular emergency situation and is signed by the parent or guardian and the school nurse.
2. “Individualized health care plan” means a document developed by the school nurse, in consultation with the parent of a student with epilepsy or a seizure disorder and other appropriate medical professionals who may be providing epilepsy or seizure disorder care to the student, which is consistent with the recommendations of the student’s health care providers and which sets out the health services needed by the student at school and is signed by the parent or guardian and the school nurse.
3. “School” means an elementary or secondary public school located within this State.
4. “School employee” means a person employed by a school district.
5. “Seizure action plan” means a comprehensive document provided by the student’s physician, advanced practice nurse, or physician’s assistant which includes, but is not limited to, information regarding presentation of seizures, seizure triggers, daily seizure medications, seizure first aid, and additional treatments.

#### B. Annual Submission of Student’s Seizure Action Plan (N.J.S.A. 18A:40-12.35)



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## ROXBURY TOWNSHIP BOARD OF EDUCATION

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R 5330.05/Page 2 of 4  
SEIZURE ACTION PLAN (M)

1. The parent of a student with epilepsy or a seizure disorder who seeks epilepsy or seizure disorder care for the student while at school shall annually submit to the school nurse the student's seizure action plan.
2. The school nurse shall develop an individualized health care plan and an individualized emergency health care plan for the student, provided that the parents of the student annually provide to the Board of Education written authorization for the provision of epilepsy or seizure disorder care.
3. The individualized health care plan and individualized emergency health care plan, developed in accordance with N.J.S.A. 18A:40-12.35, shall be annually updated by the school nurse and as necessary in the event there is a change in the health status of the student.
4. Each individualized health care plan shall include, and each individualized emergency health care plan may include, the following information:
  - a. Written orders from the student's physician or advanced practice nurse outlining the epilepsy or seizure disorder care;
  - b. The symptoms of the epilepsy or seizure disorder for that particular student and recommended care;
  - c. Full participation in exercise and sports, and any contraindications to exercise, or accommodations that must be made for that particular student;
  - d. Accommodations for school trips, after-school activities, class parties, and other school-related activities;
  - e. Education of all school personnel about epilepsy and seizure disorders, how to recognize and provide care for epilepsy and seizure disorders, and when to call for assistance;



- f. Medical and treatment issues that may affect the educational process of the student with epilepsy or the seizure disorder;
    - g. The student's ability to manage, and the student's level of understanding of, the student's epilepsy or seizure disorder; and
    - h. How to maintain communication with the student, the student's parent and health care team, the school nurse, and the educational staff.
  5. The Superintendent or designee shall coordinate the provision of epilepsy and seizure disorder care at school and ensure that all staff are trained in the care of students with epilepsy and seizure disorders, including staff working with school-sponsored programs outside of the regular school day.
  6. The training required pursuant to B.5. above shall include a Department of Health approved on-line or in-person course of instruction provided by a nonprofit national organization that supports the welfare of individuals with epilepsy and seizure disorders.
- C. Information Provided to Bus Driver (N.J.S.A. 18A:40-12.36)
  1. In the event a school bus driver transports a student with epilepsy or a seizure disorder, the School Business Administrator/Board Secretary or designee shall provide the driver with:
    - a. A notice of the student's condition;
    - b. Information on how to provide care for epilepsy or the seizure disorder;
    - c. Emergency contact information;
    - d. Epilepsy and seizure disorder first aid training; and
    - e. Parent contact information.



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- D. Release to Share Medical Information (N.J.S.A. 18A:40-12.37)
1. The school nurse shall obtain a release from the parent of a student with epilepsy or a seizure disorder to authorize the sharing of medical information between the student's physician or advanced practice nurse and other health care providers.
    - a. The release shall also authorize the school nurse to share medical information with other staff members of the school district as necessary.

Adopted: 14 December 2020



# POLICY

## ROXBURY TOWNSHIP BOARD OF EDUCATION

EXHIBIT #P6 – SECOND READING

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COOPERATIVE PURCHASING

### 6440 COOPERATIVE PURCHASING

The Board of Education recognizes that centralized, cooperative purchasing ~~tends to~~ **may** maximize the value received for each dollar spent. The **Board of Education Administration** is encouraged to seek savings that may accrue to **this the school** district by means of joint agreements for the purchase of goods or services with the governing body of **any the municipality, or the county, state or federal government** ~~within whose boundaries the school district is wholly or partly located, or by means of contracts entered into by the New Jersey State Treasury Department, Division of Purchase and Property.~~

**For the purpose of this Policy, A “cooperative pricing system” means** is a purchasing system in which the lead agency advertises for bids, awards a master contract to the vendor providing for its own **needs quantities** and ~~for the estimated quantities submitted by the individual registered members~~ **prices to be extended to registered members, and notifies them of the bid prices awarded. The registered members then contract directly with the vendor for their own needs, subject to the specifications in the master contract.**

**For the purpose of this Policy, “cooperative purchasing system” means** a cooperative pricing system, joint purchasing system, commodity resale system, county cooperative contract purchasing system, or regional cooperative pricing system which has been approved and registered subject to N.J.A.C. 5:34-7.1 et seq.

**For the purpose of this Policy, “electronic data processing” means** the storage, retrieval, combination, or collation of items of information by means of electronic equipment involving the translation of words, numbers, and other symbolic elements into electrical impulses or currents.

**For the purpose of this Policy, A “joint purchasing system” means** is a cooperative purchasing system in which the lead agency serves as the purchasing agent for the membership of the system with all of the duties and responsibilities attendant. The lead agency advertises for bids and awards a single contract to a vendor providing for the payment to the contractor for its own needs and for the needs of the participating registered members of the system. **The only contractual relationship is between the lead agency and the vendor.** ~~has complete purchasing responsibility for the registered members, and the only contractual relationship is between the lead agency and the vendor.~~



For the purpose of this Policy, “lead agency” means the contracting unit which is responsible for the management of the cooperative purchasing system.

For the purpose of this Policy, “registered members” means Boards of Education who have been approved by the Director of the New Jersey Department of Community Affairs for participation in the cooperative purchasing system.

~~A cooperative purchasing system is either a joint purchasing or cooperative pricing system.~~

When the lead agency is a Board of Education or Educational Service Commission and the entire membership of the cooperative purchasing system established and properly registered with the New Jersey Division of Local Government Services in the Department of Community Affairs are Boards of Education, the provision and performance of goods or services purchase of work, materials or supplies shall be conducted pursuant to the Public Schools Contract Law (N.J.S.A. 18A:18A-11 et seq.)

The School Business Administrator/Board Secretary is hereby authorized to negotiate such joint agreements for goods and services which the Board may determine to be required and which the Board may otherwise lawfully purchase for itself with such approved contracting units as may be appropriate in accordance with State law, the policies of this Board, and the dictates of sound purchasing procedures.

In accordance with the provisions of N.J.S.A. 18A:18A-12, a ~~No~~ cooperative or joint purchase agreement(s) shall be entered into by resolution adopted ~~may be entered without Board approval~~ by each participating Board of Education, municipality, or county, and shall set forth ~~of an agreement that specifies~~ the categories of goods or services to be provided or performed ~~work, materials and supplies to be purchased~~; the manner of advertising for bids and the awarding of contracts; the method ~~by which~~ of payment ~~will be made~~ by each participating Board of Education, municipality or county, and such other matters terms deemed necessary to carry out the purposes of the agreement. Agreements for cooperative and joint purchasing will be subject to all bidding requirements imposed by law. Purchases made through the State Treasury Department may be made without bid.

Each participant’s share of expenditures for purchases under any such agreement shall be appropriated and paid in the manner set forth in the agreement and in the same manner as for other expenses of the participant.



In accordance with the provisions of N.J.S.A. 18A:18A-14.2, the Board may by contract or lease provide electronic data processing services for the Board of Education of another school district; and may undertake with such other Board, the joint operation of electronic data processing of their official records and other information relative to their official activities, services and responsibilities. The records and other information originating with any Board participating in such contract or lease may be combined, compiled, and conjoined with the records and other information of any and all participating local units for the purposes of such electronic data processing; and any provisions of law requiring such records to be kept confidential or to be retained by any Board or any officer or agency thereof shall be deemed to be isolated thereby.

A contract or lease to provide electronic data processing services shall set forth the charge for all services provided, or in the case of a joint undertaking the proportion of the cost each party thereto shall assume and specify all the details of the management of the joint undertaking, and any other matters that may be deemed necessary for insertion therein, and may be amended from time to time by the contracting parties in accordance with N.J.S.A. 18A:18A-14.3.

For the purpose of carrying into execution a contract or lease for a joint enterprise under N.J.S.A. 18A:18A-14.4, any party to such a contract for joint operation of electronic data processing services may act as agent for any or all parties in acquiring, by lease, purchase or otherwise, any property, facilities or services, in appointing such officers and employees as may be necessary and directing its activities, to the same extent as a Board of Education is authorized to do separately.

In the event that any controversy or dispute shall arise among the parties (except a municipality or a county) to any such contract agreement, the same shall be referred to the Executive County Superintendent of the county in which the districts are situated for determination and the determination shall be binding, subject to appeal to the Commissioner of Education and the State Board pursuant to law. In the event the districts are in more than one county, the controversy or dispute shall be referred to the Executive County Superintendents of the counties for joint determination, and if they shall be unable to agree upon a joint determination within thirty days, the controversy or dispute shall be referred to the Commissioner of Education for determination.

~~In a cooperative purchasing system established and properly registered with the New Jersey Division of Local Government Services where the lead agency is a~~



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## ROXBURY TOWNSHIP BOARD OF EDUCATION

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COOPERATIVE PURCHASING

~~Board of Education or Educational Service Commission and the membership of the system is Boards of Education and local contracting units as defined in N.J.S.A. 40A:11-2(1), the purchase of any work, materials or supplies shall be conducted pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and N.J.A.C. 5:34-7.~~

N.J.S.A. 18A:18A-10 **11** through 14  
N.J.S.A. 40A:11-1 et seq.  
N.J.A.C. 5:34-7  
N.J.A.C. 6A:23-7.4 **23A-21.5**

Adopted: 14 October 2013  
Revised: **14 December 2020**



# POLICY

EXHIBIT #P7 – SECOND READING

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## ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION (M)

### 6470 ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION

#### M

The Board of Education permits the School Business Administrator/Board Secretary to use standard electronic funds transfer (EFT) technologies for EFTs for payment of claims pursuant to N.J.A.C. 5:30-9A.1 et seq. and 5:31-4.1, implementing N.J.S.A. 40A:5-16.5.

“Electronic funds transfer” for the purpose of Policy and Regulation 6470.01 means any approved method of transferring moneys permitted by N.J.A.C. 5:30-9A.1 et seq. that does not involve the physical presentation of a paper check, draft, or similar paper instrument including, but not limited to, wire transfers, e-checks, automated clearing house (ACH) transfers, and transactions initiated by phone or fax.

In accordance with N.J.S.A. 40A:5-16.5.b.(1), the Board of Education authorizes the use of only the forms of standard EFT technologies that are approved to be used by a Board of Education for EFTs for payment of claims. A Board of Education may not utilize procurement cards, charge cards, charge accounts, or any payment services such as PayPal or Venmo.

In accordance with N.J.S.A. 40A:5-16.5.b.(2), the Board designates the School Business Administrator/Board Secretary as being responsible for the oversight and administration of the provisions of N.J.S.A. 40A:5-16.5, N.J.A.C. 5:30-9A.1 et seq.; N.J.A.C. 5:31-4.1, and Policy and Regulation 6470.01.

The Board of Education will only initiate and approve electronic funds in accordance with N.J.A.C. 5:30-9A.1 et seq. Standard EFT technologies shall incorporate, at a minimum, the features and safeguards outlined in N.J.A.C. 5:30-9A.4(a). The Board will only utilize standard EFT technologies upon instituting, at a minimum, the fiscal and operational controls outlined in N.J.A.C. 5:30-9A.4(b).

The School Business Administrator/Board Secretary shall initiate a claim for payment by presenting a claim that has been approved by the Board, to be paid using an EFT technology. The School Business Administrator/Board Secretary shall submit the claim for payment with all supporting documentation to the Superintendent of Schools or a designee who is not under the direct supervision of the School Business Administrator/Board Secretary, who shall review the claim for payment and authorize, in writing, the EFT claim using an EFT method.



## ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION (M)

The Board of Education shall annually approve the School Business Administrator/Board Secretary as the person authorized to initiate a claim for payment and the Superintendent of Schools or a designee not under the direct supervision of the School Business Administrator/Board Secretary as the person responsible to review a claim for payment presented by the School Business Administrator/Board Secretary and authorize payment using an approved EFT method.

On no less than a weekly basis, activity reports on all transactions utilizing standard EFT technologies shall be reviewed by an individual designated and approved by the Board that is not under the direct supervision of the School Business Administrator/Board Secretary and is not empowered to initiate or authorize EFTs.

Claimant certification for a Board of Education shall be in accordance with the provisions of N.J.S.A. 18A:19-3 and rules promulgated by the New Jersey Department of Education.

Providers of ACH and wire transfer services must be financial institutions chartered by a State or Federal agency, with the further requirement that these financial institutions providing ACH and wire transfer services be covered under the Governmental Unit Deposit Protection Act (GUDPA), N.J.S.A. 17:9-41 et seq.

EFTs through ACH must utilize Electronic Data Interchange (EDI) technology, which provide transaction related details including invoice numbers, pay dates, and other identifying information as appropriate for each transaction. The Board must approve an ACH Origination Agreement with the financial institution(s).

N.J.S.A. 18A:19-3

N.J.S.A. 40A:5-16.5

N.J.A.C. 5:30-9A.1 et seq.

Adopted: 14 December 2020



# REGULATION

## R 6470.01 ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION

### M

#### A. Definitions – N.J.S.A. 40A:5-2 and N.J.A.C. 5:30-9A.2

For the purpose of Policy and Regulation 6470.01:

"Automated clearing house (ACH) transfer" means an electronic funds transfer initiated by the Board of Education authorizing a banking institution to push funds from the Board of Education bank account(s) into a vendor or claimant's bank account, executed through the ACH electronic clearing and settlement system used for financial transactions.

"Board of Education" means a Board of Education as defined by the "Public School Contracts Law," N.J.S.A. 18A:18A-1 et seq.

"Charge account" or "charge card" means an account, linked to a credit card issued by a specific vendor to which goods and services may be charged on credit, that must be paid when a statement is issued.

"Check" means the instrument by which moneys of the Board of Education are disbursed.

"Chief Executive Officer" means the Superintendent of Schools.

"Chief Financial Officer" means the School Business Administrator/Board Secretary.

"Claimant certification" or "vendor certification" means verification of claims pursuant to N.J.S.A. 18A:19-3.

"Disbursement" means any payment of moneys, including any transfer of funds, by any means.

"Electronic Data Interchange (EDI)" means technology that provides transaction related details, including invoice number(s), pay dates, and other identifying information as appropriate for each transaction.



"Electronic Funds Transfer (EFT)" means any approved method of transferring moneys permitted by N.J.A.C. 5:30-9A.1 et seq. that does not involve the physical presentation of a paper check, draft, or similar paper instrument including, but not limited to, wire transfers, e-checks, automated clearing house (ACH) transfers, and transactions initiated by phone or fax.

"Electronic Funds Transfer and Indemnification Agreement" means a signed legally binding indemnification agreement renewed on an annual basis between a Board of Education and a banking institution authorized to conduct business in New Jersey, which authorizes that institution to access bank accounts for the purpose of conducting EFTs through the ACH operating system.

"Governing body" means the Board of Education.

"Internal controls" means fiscal and operational controls that ensure safe and proper use of a standard EFT system and mitigate the potential for fraud and abuse. For purpose of N.J.A.C. 5:30-9A.1 et seq., internal controls shall include technological safeguards and cyber security practices, as well as processes affected by the governing body, management, and other personnel establishing fiscal and operational controls that reduce exposure to risk of misappropriation.

"Local Unit" means any county, municipality, special district, or any public body corporate and politic created or established under any law of this State by or on behalf of any one or more counties or municipalities, or any board, commission, department, or agency of any of the foregoing having custody of funds, but shall not include a school district.

"National Automated Clearing House Association (NACHA) file" means a file, formatted to NACHA specifications, which contains instructions for transferring funds between accounts.

"Payment documentation" means such documentation, including evidence of approvals and certifications, as is required by N.J.S.A. 40A:5-16.b, 40A:5-17, and 18A:19.1 et seq., and N.J.A.C. 5:30-9A.1 et seq. prior to the legal paying out of moneys.



"Procurement card" or "P-card" means an account or physical card that represents an account governed by characteristics specific to a procurement card. These characteristics include limits of time, amount, access, and purchase category controlled by the local unit, local authority, or county college in accordance with an agreement with an issuer. While such cards may have the appearance of a credit card, such as Visa, MasterCard, American Express, or Discover, such general-purpose cards do not feature the controls that procurement cards have and as such are not permitted under N.J.A.C. 5:30-9A.1 et seq. A "Procurement card" or "P-card" may not be used by a Board of Education.

"Reconciliation of activity" means the process used to determine that all transactions utilizing standard EFT technologies are accurate, authorized, and allocable to encumbered appropriations.

"Standard electronic funds transfer technologies" means technologies that facilitate the transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, initiated by means such as, but not limited to, an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit an account, and incorporate, at a minimum, internal controls set forth in rules promulgated by the Local Finance Board. No general purpose credit or debit card shall be considered a standard EFT technology.

"Supervisory review" means the process performed by an individual in a supervisory capacity to confirm the propriety and accuracy of standard EFT technologies use initiated by subordinates.

"Transaction" means any activity that may result in demand for payment.

"Warrant" means the draft or check of any Board of Education used in warranting disbursement of moneys and shall, in every instance, be evidenced by the issuance of a check of the Board of Education. In no instance shall it be necessary for the Board of Education to refer to, or issue, a check separate and distinct from the warrant.

- B. Authorization to Use Standard Electronic Funds Transfer Technologies for Electronic Funds Transfers – N.J.A.C. 5:30-9A.3



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

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ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION

M

1. The Board of Education adopts Policy and Regulation 6470.01 to permit the School Business Administrator/Board Secretary to use only the forms of standard EFT technologies that are approved for New Jersey Boards of Education for EFTs for payment of claims pursuant to N.J.A.C. 5:30-9A.1 et seq. and 5:31-4.1, implementing N.J.S.A. 40A:5-16.5.
    - a. A Board of Education may not utilize procurement cards, charge cards, charge accounts, or any payment services such as PayPal or Venmo.
  2. N.J.A.C. 5:30-9A.1 et seq. does not authorize a Board of Education to exceed the maximum bid thresholds or other limits set forth in the Public School Contracts Law, N.J.S.A. 18A:18A-1 et seq.
  3. Providers of ACH and wire transfer services are to be financial institutions chartered by Federal or State authority. ACH and wire transfer services must be provided by a financial institution covered by the Governmental Unit Deposit Protection Act (GUDPA), N.J.S.A. 17:9-41 et seq.
- C. Standard Electronic Funds Transfer Technologies; Internal Controls and Conditions for Use – N.J.A.C. 5:30-9A.4
1. The Board of Education will only initiate and approve electronic funds in accordance with N.J.A.C. 5:30-9A.1 et seq. Standard EFT technologies shall incorporate, at minimum, the following features and safeguards:
    - a. The ability to designate specific individuals able to initiate disbursements, barring those not authorized to initiate disbursements from doing so.
      - (1) The Board of Education designates and approves the School Business Administrator/Board Secretary to be responsible to initiate a claim for payment using an EFT method that has been duly approved in accordance with N.J.S.A. 18A:19-1 et seq. and Policy and Regulation 6470.01.



- (2) Each claim for payment approved or ratified by the Board shall indicate any payment made using an EFT technology, the type of EFT technology that will or has been utilized in paying the claim, along with a reference that permits tracking.
- b. The ability to designate individuals who may authorize disbursement and segregate initiation and authorization functions. Password or other security controls shall be in place to restrict access based on an individual's authorized role.
- (1) The School Business Administrator/Board Secretary shall initiate a claim for payment by presenting a claim that has been approved by the Board, to be paid using an EFT technology. The School Business Administrator/Board Secretary shall submit the claim for payment with all supporting documentation to the Superintendent of Schools or a designee who is not under the direct supervision of the School Business Administrator/Board Secretary.
  - (2) The Superintendent of Schools or a designee who is not under the direct supervision of the School Business Administrator/Board Secretary shall review the claim for payment and authorize, in writing, the EFT claim that was initiated by the School Business Administrator/Board Secretary before the School Business Administrator/Board Secretary pays the claim using an EFT method.
    - (a) The School Business Administrator/Board Secretary will not pay a claim using an EFT method without written authorization from the Superintendent of Schools or the designee.
  - (3) The Board of Education shall annually approve the School Business Administrator/Board Secretary as the person responsible to initiate a claim for



payment and the Superintendent of Schools or the designee not under the direct supervision of the School Business Administrator/Board Secretary as the person responsible to review a claim for payment presented by the School Business Administrator/Board Secretary and authorize the School Business Administrator/Board Secretary to make the payment using an EFT method.

- (4) The Superintendent of Schools or the designee shall ensure passwords and security codes are in place to restrict access based on an individual's role.
- c. The ability to confirm receipt of payment by vendor.
- (1) The School Business Administrator/Board Secretary shall receive confirmation from the vendor an EFT payment has been received by the vendor. Documentation supporting receipt of an EFT payment received by a vendor shall be included with the claim's supporting documentation.
- d. The ability to bar automatic debits from Board of Education accounts.
- (1) The School Business Administrator/Board Secretary shall require all banking institutions approved by the Board of Education prohibit any automatic debits from any Board of Education bank account as each individual disbursement to a vendor must be preceded by instructions submitted to the bank.
- e. The ability for appropriate officials to view transaction history, generate activity reports, and conduct supervisory reviews of all transactions.
- (1) On no less than a weekly basis, the School Business Administrator/Board Secretary shall prepare an Activity Report on all EFT-based transactions.
  - (2) All Activity Reports prepared by the School Business Administrator/Board Secretary shall be



submitted and reviewed by an employee or non-employee (i.e. school auditor, accountant, Board President, etc.) approved annually by the Board of Education who is not under the direction of the School Business Administrator/Board Secretary and who is not empowered to authorize EFT transactions.

- (3) The Activity Report shall include, but not be limited to:
  - (a) The name of the payee;
  - (b) The Board approval date approving the payment of the claim;
  - (c) The fund and account the payment is being paid from;
  - (d) The technology utilized in each EFT transaction; and
  - (e) The date of payment.
- (4) A copy of all Activity Reports shall be provided to the Board of Education at the first regular monthly Board meeting following any EFT transactions.
- (5) All EFT Activity Reports and evidence of the review by the employee or non-employee (i.e. school auditor, accountant, etc.) designated and approved annually by the Board of Education who is not under the direction of the School Business Administrator/Board Secretary and who is not empowered to authorize EFT-based transactions are to be maintained and available for audit by the Board of Education's independent auditor.
- (6) The School Business Administrator/Board Secretary or designee shall perform a monthly reconciliation



ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION  
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of the reviewed/approved weekly EFT Activity Reports of the EFT transactions appearing on bank statements and in the accounting records (i.e. general ledger, bank reconciliations, list of bills approved by Board, etc.).

- (a) Evidence to support the performance of this monthly review must be maintained by the School Business Administrator/Board Secretary and available for audit by the Board of Education's independent auditor.
- f. The ability to back-up transaction data and store such data offline.
  - (1) The School Business Administrator/Board Secretary shall ensure all EFT transaction data is backed-up and stored offline.
    - (a) However, any ACH file that is in plain text format must not be stored on a Board of Education's local computer past the time the file is transmitted to the bank.
- g. Measures to mitigate risk of duplicate payment.
  - (1) The School Business Administrator/Board Secretary shall ensure an EFT payment is not duplicated by any other means.
  - (2) More than one EFT payment to the same vendor ratified or approved for payment by the Board of Education will be reviewed by the School Business Administrator/Board Secretary prior to payment to ensure there is no duplicate or multiple payments for the same goods or services.
- h. The creation and maintenance of an audit trail, such that transaction history, including demands for payment and payment initiation, authorization, and confirmation, can be



independently tracked and detailed through the use of an EDI or functional equivalent.

(1) The Board of Education's EDI or functional equivalent will have the ability to create and maintain the required audit trail.

i. The following cyber security best practice framework shall be followed:

(1) Any system supporting a standard EFT shall:

(a) Be hosted on dedicated servers or in a FedRAMP Moderate Impact Level Authorized Cloud. When using cloud services, the vendor shall check provider credentials and contracts;

(b) Encrypt stored and transmitted financial information and personal identification information;

(c) Maintain only critical personal identification information. Social Security numbers shall not be utilized as identification numbers for system purposes;

(d) Employ a resilient password policy;

(e) Undergo regular and stress testing;

(f) Have regular security updates on all software and devices carried out;

(g) Have back-up plans, information disposal, and disaster recovery procedures created and tested;

(h) Undergo regular security risk assessments for detecting compromises, along with regular



monitoring for vulnerabilities, with necessary patches and updates being implemented; and

(i) Develop a Cybersecurity Incident Response Plan.

(2) The managing organization shall:

(a) Check provider credentials and contracts when using cloud services;

(b) Educate staff in good security measures and perform employee background checks; and

(c) Create a computer security incident response team, generally called a CSIRT.

j. Financial institution providers of standard EFT technologies shall provide annual evidence of satisfactory internal control to the School Business Administrator/Board Secretary;

k. ACH payments shall follow rules set forth by the National Automated Clearing House Association (NACHA) or an equivalent successor banking industry standard. In addition, the following safeguards shall be instituted:

(1) All EFTs through the ACH must utilize EDI technology and be subject to an Electronic Funds Transfer and Indemnification Agreement;

(2) A user that can generate an ACH file shall neither have upload rights nor access that permits editing of a vendor routing number or vendor account number;

(3) Each edit to vendor ACH information shall be approved by a separate individual and be logged showing the user editing the data, date stamp, IP address, and the approval of the edit;



(4) Any ACH file that is in plain text format shall not be stored on a local computer past the time transmitted to a bank; and

(5) If supported by the Board of Education's financial institution(s), said entities shall avail themselves of the ability to recall ACH payments via NACHA file.

2. The Board of Education will only utilize standard EFT technologies upon instituting, at a minimum, the following fiscal and operational controls:
  - a. Policy and Regulation 6470.01 shall be adopted authorizing and governing the use of standard EFT technologies consistent with N.J.A.C. 5:30-9A.1 et seq.;
  - b. The School Business Administrator/Board Secretary shall ensure that the minimum internal controls set forth in N.J.A.C. 5:30-9A.1 et seq., along with those internal controls set forth in Policy and Regulation 6470.01 are in place and being adhered to;
  - c. Initiation and authorization roles shall be segregated, and password-restricted.
    - (1) The School Business Administrator/Board Secretary shall be responsible for initiating all EFTs.
    - (2) When the School Business Administrator/Board Secretary initiates an EFT, the Superintendent or a designee not under the direct supervision of the School Business Administrator/Board Secretary shall be responsible for authorization of the EFT.



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- (a) The School Business Administrator/Board Secretary will not pay a claim using an EFT method without written authorization from the Superintendent of Schools or the designee.
- (3) The Board of Education may designate and approve a backup officer/staff member in the event the School Business Administrator/Board Secretary or Superintendent or a designee not under the direct supervision of the School Business Administrator/Board Secretary who is approved to authorize the EFT payment is unavailable.
- (4) All payment of claims, ordinances, or resolutions enacted pursuant to N.J.S.A. 40A:5-17.b shall, at a minimum, comply with the provisions of N.J.A.C. 5:30-9A.4.
- (5) N.J.A.C. 5:30-9A.4 shall not be interpreted to prevent a Board of Education from requiring, authorizing, and approving more than one officer to authorize an EFT.
- d. No Board of Education shall disburse funds unless the goods and services are certified as having been provided pursuant to N.J.S.A. 18A:19-1 et seq. and N.J.A.C. 5:30-9A.1 et seq.
- e. On no less than a weekly basis, Activity Reports on all transactions utilizing standard EFT technologies shall be reviewed by an individual designated and approved by the Board that is not under the direct supervision of the School Business Administrator/Board Secretary and is not empowered to initiate or authorize EFTs.
- (1) Reconciliations shall be performed on a monthly basis.
- (2) All Activity Reports generated by the School Business Administrator/Board Secretary shall be



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### ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION M

monitored by another individual designated and approved by the Board who is not under the supervision of the School Business Administrator/Board Secretary.

- f. A user that uploads an ACH file shall check the amounts and recipients against a register displaying ACH payments.

#### D. Claimant Certification; When Payment Can Be Made Without Claimant Certification - N.J.A.C. 5:30-9A.6

1. Claimant certification for a Board of Education shall be in accordance with the provisions of N.J.S.A. 18A:19-3 and rules promulgated by the New Jersey Department of Education.

#### E. Automated Clearing House (ACH) Transactions

1. Providers of ACH and wire-transfer services must be financial institutions chartered by a State or Federal agency, with the further requirement that financial institutions providing ACH and wire transfer services be covered under the GUDPA, N.J.S.A. 17:9-41 et seq.
2. ACH payments shall follow rules set forth by the National Automated Clearing House Association (NACHA) or equivalent successor banking industry standard.
3. EFTs through ACH must utilize EDI technology which provides transaction related details including invoice numbers, pay dates, and other identifying information as appropriate for each transaction.
4. The Board of Education must approve an ACH Origination Agreement with the financial institution(s).
5. Users authorized to generate an ACH file shall neither have upload rights nor access permitting editing of a vendor routing number or vender account number.



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6. Each edit to vendor ACH information must be approved by a separate individual and be logged showing the user editing the data, date stamp, IP address, and the approval of the edit.
7. Any user uploading an ACH file shall check the amounts and recipients against a register displaying ACH payments.
8. If supported by the financial institution, the Board of Education shall avail itself of the ability to recall ACH payments via NACHA file.

Adopted: 14 December 2020



# POLICY

## 7440 SCHOOL DISTRICT SECURITY (M)

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The Board of Education believes the buildings and facilities of the school district represent a substantial community investment. The Board directs the development and implementation of a plan for school district security to protect that the school community's investment in the school buildings and facilities, providing for the safety of students, employees, and authorized visitors. The Board will comply with the security measures required in N.J.S.A. 18A:7G-5.2 for new school construction and for existing school buildings.

The school district security program will include: maintenance of facilities that are secure against unwelcome intrusion; protection against fire hazards and faulty equipment; and compliance with safe practices in the use of electrical, plumbing, heating, and other school building equipment. The Board directs close cooperation of district officials with law enforcement, fire officials, and other emergency agencies.

The Board shall provide to local law enforcement authorities a copy of the current blueprints and maps for all schools and school grounds within the school district or nonpublic school. The Board shall provide revised copies to the applicable law enforcement authorities or designated entities any time that there is a change to the blueprints or maps.

The Board directs close cooperation of district officials with law enforcement, fire officials, and other emergency agencies.

Each public elementary and secondary school building shall be equipped with at least one panic alarm for use in a school security emergency pursuant to N.J.S.A. 18A:41-10 through 13.

The Superintendent of Schools shall designate a school administrator, or a school employee with expertise in school safety and security, as a School Safety Specialist for the district in accordance with the provisions of N.J.S.A. 18A:17-43.3. The School Safety Specialist shall be required to acquire a New Jersey Department of Education School Safety Specialist certification in accordance with the provisions of N.J.S.A. 18A:17-43.2. The School Safety Specialist shall also serve as the school district's liaison with local law enforcement and national, State, and community agencies and organizations in matters of school safety and security.

Access to school buildings and grounds outside the hours school is in session shall be limited to personnel whose employment requires their presence in the facility. An



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adequate key control system will be established to limit building access to authorized personnel and guard against the potential of intrusion by unauthorized persons who have obtained access improperly.

In accordance with N.J.S.A. 18A:7G-5.2.b.(15), propping open doors to buildings on school grounds is strictly prohibited and students and staff shall not open a door for any individual. All persons seeking entry into school facilities shall be directed to the secure vestibule entrances.

Building records and funds shall be kept in a safe place and secured as appropriate and necessary.

Protective devices designed to be used as safeguards against illegal entry and vandalism may be installed when appropriate. The Board may approve the employment of school resource officers, school security officers, and/or law enforcement officers in situations in which special risks are involved.

The school district shall annually conduct a school safety audit for each school building in accordance with the provisions of N.J.S.A. 18A:41-14.

N.J.S.A. 18A:7G-5.2; 18A:17-43.1; 18A:17-43.2; 18A:17-43.3

18A:41-7.1; 18A:41-10; 18A:41-11; 18A:41-12; 18A:41-13; 18A:41-14

N.J.A.C. 6A:16-1.3; 6A:26-1.2

Adopted: 14 October 2013

Revised: 19 March 2018

Revised: 6 May 2019

Revised: 18 November 2019

Revised: 14 December 2020



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EXHIBIT #P10 – SECOND READING

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## R 7440 SCHOOL DISTRICT SECURITY (M)

### M

#### A. Definitions

“Access” means authorized access to a school building or school grounds through the use of a Board-approved key control system.

“Access” means free and unimpeded entry to the public areas on school premises. Access does not include entry to:

- a. Areas that are the private domain of individuals, such as personal belongings (i.e. vehicles, bags), or
- b. Areas in which student instruction is being carried on, without the express permission of the Principal or the teacher in charge.

“Key control system” means the use of a key, card, code, or any other means to disengage a locking mechanism to provide entry to a school building or school grounds.

“Panic alarm” means a silent security system signal generated by the manual activation of a device intended to signal a life-threatening or emergency situation requiring a response from law enforcement.

“School buildings” and “school grounds” means and includes land, portions of land, structures, buildings, and vehicles, when used for the provision of academic or extracurricular programs sponsored by the school district or community provider and structures that support these buildings, such as school district wastewater treatment facilities, generating facilities, and other central service facilities including, but not limited to, kitchens and maintenance shops. “School buildings” and “school grounds” also includes athletic stadiums; swimming pools; any associated structures or related equipment tied to such facilities including, but not limited to, grandstands; night field lights, greenhouses; garages; facilities used for non-instructional or non-educational purposes; and any structure, building, or facility used solely for school administration. “School buildings” and “school grounds” also includes other facilities



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such as playgrounds; and other recreational places owned by local municipalities, private entities, or other individuals during those times when the school district has exclusive use of a portion of such land in accordance with N.J.A.C. 6A:16-1.3 and 6A:26-1.2.

### B. Access to School Buildings and School Grounds

1. Access to school buildings and grounds during the school day will be permitted to all students enrolled in the school; and all authorized school staff members, and visitors pursuant to Policy and Regulation 9150.
2. Access to school buildings and grounds before and after the school day will be permitted to:
  - a. Members of the Board of Education;
  - b. Administrative and supervisory staff members, teaching staff members, and support staff members assigned to a school building or grounds in the performance of their duties;
  - c. Other school staff members in the performance of their professional responsibilities;
  - d. Students involved in interscholastic athletics, co-curricular, extra-curricular activities, and authorized spectators;
  - e. Members of organizations granted the use of school premises pursuant to Policy and Regulation 7510;
  - f. Police officers, fire fighters, health inspectors, and other agents of Federal, State and local government in the performance of their official duties;
  - g. Members of the public present to attend a public Board of Education or public school-related function; and-





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- c. Other administrators assigned to the school building will be provided with keys to the school building and to the offices to which they require access for the performance of their professional duties.
    - d. The Superintendent, School Business Administrator/Board Secretary, Director of Building and Grounds, Assistant Superintendent, and Director of Security will be provided with a set of all master keys.
    - e. The Business Administrator and Director of Buildings and Grounds will maintain a list of all staff and keys that they have been provided.
  2. School staff members provided access to a school building or other facilities on school grounds shall be responsible for ensuring their key control system authorization is not shared with another individual without prior approval of the Principal or designee for school staff members, or the Superintendent or designee for district staff members. Staff members are prohibited from permitting their key control system authorization to be used by another person unless prior approval is obtained from the Principal or designee at the building level and Superintendent or designee at the district level or in the event of an emergency.
  3. A staff member's loss of a key, card, or any other device authorizing the staff member access to a school building or a facility on school grounds must be immediately reported to the Principal or Superintendent or designee. The staff member who loses a key, card, or any such access device may be responsible for the replacement cost. The staff member is also responsible for reporting the loss in writing to the Principal or designee so a School Dude can be generated.
- D. School Building Panic Alarm or Emergency Mechanisms (N.J.S.A. 18A:41-10 through 13)



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1. Each public elementary and secondary school building shall be equipped with at least one panic alarm for use in a school security emergency including, but not limited to, a non-fire evacuation, lockdown, or active shooter situation.
  2. The alarm shall be directly linked to local law enforcement authorities or, in the case of a school building located in a municipality in which there is no municipal police department, a location designated by the Superintendent of the New Jersey State Police.
  3. The alarm shall be capable of immediately transmitting a signal or message to such authorities outlined in D.2. above upon activation.
  4. The alarm shall not be audible within the school building.
  5. Each panic alarm required under N.J.S.A. 18A:41-11 and Policy and Regulation 7440 shall:
    - a. Adhere to nationally recognized industry standards, including the standards of the National Fire Protection Association and Underwriters Laboratories; and
    - b. Be installed solely by a person licensed to engage in the alarm business in accordance with the provisions of N.J.S.A. 45:5A-27.
  6. The school district may equip its elementary and secondary school buildings with an emergency mechanism that is an alternative to a panic alarm if the mechanism is approved by the New Jersey Department of Education.
- E. Staff Member Responsibilities
1. Staff members should not bring to school valuable personal items that cannot be in the staff member's personal possession at all times. The Board of Education is not responsible for a staff member's personal possession in the event the item is lost, stolen, misplaced, damaged, or destroyed.
  2. In the event a staff member observes a student has a valuable item in school, the staff member will report it the Principal or designee. A valuable item may include, but is not limited to, an



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unusually large amount of money, expensive jewelry or electronic equipment, or any item that is determined by the Principal or designee to be valuable to a student based on the student's age.

- a. The Principal or designee may contact the student's parent and request the parent come to school to retrieve the valuable item;
- b. The Principal or designee may secure the valuable item and return it to the student at the end of the school day and inform the student and the parent not to bring the valuable item to school in the future; or
- c. The Principal or designee will permit the student to maintain the valuable item and inform the student and the parent not to bring the valuable item to school in the future.
- d. The Board of Education is not responsible for a student's personal possession in the event the item is lost, stolen, misplaced, damaged, or destroyed when in the possession of the student.

3. Teaching staff members shall close classroom windows and shut and lock classroom doors when leaving at the end of the school day; shut and lock classroom doors during the school day when the room is not going to be in use after their assignment, and report immediately to the Principal or designee any evidence of tampering or theft.
4. Custodians shall, at the end of the work day, conduct a security check of the building to make certain that all windows are closed and all office, classroom, and building doors are shut and locked, except as such doors may be required to be open for persons with access.
5. Office personnel shall take all reasonable precautions to ensure the security of all school and district records and documents against unauthorized access, deterioration, and destruction.

F. School Safety Specialist



# REGULATION

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SCHOOL DISTRICT SECURITY (M)

1. The Superintendent of Schools shall designate a school administrator, or a school employee with expertise in school safety and security, as a School Safety Specialist for the district in accordance with the provisions of N.J.S.A. 18A:17-43.3.
2. The School Safety Specialist shall:
  - a. Work in the administration of security protocols and compliance measures.
  - b. Be responsible for the supervision and oversight for all school safety and security personnel, policies, and procedures in the school district;
  - c. Ensure that these policies and procedures are in compliance with State law and regulations; and
  - d. Provide the necessary training and resources to school district staff in matters relating to school safety and security.
3. The School Safety Specialist shall also serve as the school district's liaison with law enforcement and national, State, County and community agencies and organizations in matters of school safety and security.
4. The School Safety Specialist shall be required to acquire a New Jersey Department of Education School Safety Specialist Certification in accordance with the provisions of N.J.S.A. 18A:17-43.2.
- G. Summoning Law Enforcement Authorities
  1. Law enforcement authorities will be summoned promptly whenever evidence is discovered that indicates: a crime, or suspicion of a criminal offense has been committed on school premises or in the course of staff or student transportation to or from school; a break and entry may have occurred on school grounds; a deadly weapon is on school premises; a breach of the peace has occurred on school premises; for any reason there is concern about the



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## ROXBURY TOWNSHIP BOARD OF EDUCATION

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health, safety and welfare of persons on school grounds or school property.

2. Anytime law enforcement agents are summoned in accordance with G.1. above, the Superintendent will be notified as soon as possible.

### H. Annual School Safety Audit for Each School Building

1. The district shall annually conduct a school safety audit for each school building using the checklist developed by the New Jersey Office of Homeland Security and Preparedness in collaboration with the Department of Education pursuant to section H.2. below.
  - a. The district shall submit the completed audit to the New Jersey Office of Homeland Security and Preparedness and the Department of Education in accordance with the provisions of N.J.S.A. 18A:41-14.a.
  - b. The audits shall be kept confidential and shall not be deemed a public record under N.J.S.A. 47:1A-1 et seq. or the common law concerning access to public records, but may be utilized for the purpose of allocating any State grants or loans made available for the purpose of school facility safety and security upgrades.
2. The New Jersey Office of Homeland Security and Preparedness in collaboration with the Department of Education shall develop a comprehensive checklist of items to be reviewed and evaluated in the school safety audit(s) conducted by the school district pursuant to Section H.1. above.
  - a. The checklist shall include items to assess the security features and security vulnerabilities of the school district's school buildings and grounds. The checklist shall also include items to assess the emergency notification systems used to facilitate notification to parents and other members of the community in the case of school emergencies.



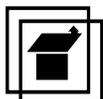
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- b. The checklist shall be reviewed annually by the New Jersey Office of Homeland Security and Preparedness and the Department of Education and updated as appropriate.
3. The New Jersey Office of Homeland Security and Preparedness in collaboration with the Department of Education shall provide technical assistance to school districts to facilitate the completion of the checklists in a uniform manner.

Issued: 14 October 2013  
Revised: 19 March 2018  
Revised: 6 May 2019  
Revised: 18 November 2019  
Revised: 14 December 2020



## 7450 **PROPERTY INVENTORY/FIXED ASSETS**

~~As steward of this district's school property,~~ **T**he Board of Education recognizes that efficient management and the replacement of lost, damaged, or stolen property depend upon an accurate inventory and properly maintained ~~property~~ records.

~~The Board shall conduct~~ **The district shall maintain** a complete inventory by physical count of all district-owned equipment ~~and supplies through a perpetual inventory.~~

~~For purposes of this policy, "equipment" means a unit of furniture or furnishings, an instrument, a machine, an apparatus, or a set of articles that retains its shape and appearance with use, is nonconsumable, costs at least \$500 as a single unit, and does not lose its identity when incorporated into a more complex unit.~~

**For the purpose of this Policy, "equipment" shall mean any instrument, machine, apparatus, or set of articles which meets all of the following criteria and the cost is above \$2,000:**

- 1. It retains its original shape, appearance, and character with use;**
- 2. It does not lose its identity through fabrication or incorporation into a different more complex unit or substance;**
- 3. It is nonexpendable; that is, if the item is damaged or some of its parts are lost or worn out, it is more feasible to repair the item than to replace it with an entirely new unit; and**
- 4. Under normal conditions of use, including reasonable care and maintenance, it can be expected to serve its principal purpose for at least one year.**

**Unless otherwise bound by Federal, State, or local law, the school district will use the criteria above for their equipment classification decisions.**

The School Business Administrator/Board Secretary **or designee** shall ensure that inventories are systematically and accurately recorded and that property records of equipment are adjusted annually. Major items of equipment shall be subject to annual spot check inventory ~~to determine loss, mislocation, or depreciation;~~ **A** any major loss shall be reported to the Board. Property records of consumable supplies shall be maintained on a continuous inventory basis.



# POLICY

## PROPERTY INVENTORY/FIXED ASSETS

Property records of supplies shall be maintained on a continuous inventory basis. An item should be classified as a “supply” if it does not meet all the stated equipment criteria outlined above and the cost is not more than the capitalization threshold of \$2,000.

The School Business Administrator/Board Secretary or designee shall maintain a system of property records that show, as appropriate to the item recorded, description and identification, manufacturer, year of purchase, initial cost, location, condition and depreciation, and current evaluation in conformity with insurance requirements.

N.J.S.A. 18A:4-14

~~N.J.A.C. 6:20-4.3~~ New Jersey Department of Education – “The Uniform Minimum Chart of Accounts for New Jersey Public Schools and Approved Private Schools for Students with Disabilities” 2020-2021 Edition

Adopted: 14 October 2013

Revised: 14 December 2020



## 7510 USE OF SCHOOL FACILITIES

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 or designee. 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:

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 political organizations;
7. Community church groups;
8. Private groups and organizations;
9. Other groups.



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 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: 14 October 2013

Revised: 14 December 2020



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

EXHIBIT #P13 – SECOND READING

PROPERTY  
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USE OF SCHOOL FACILITIES

### R 7510 USE OF SCHOOL FACILITIES

#### General Conditions

- A. School facilities shall be available for use by the public in accordance with Policy 7510 and this rule. An organization that fails to comply with the requirements of this policy and rule shall be denied, at the discretion of the Board or the Superintendent, future use of school facilities.
- B. All requests for use of school facilities by any group, other than school-sponsored activities and programs within each school, should be submitted to the Board Office, on the proper form with all information supplied, at least fourteen days prior to the event. ~~Groups designated as Class I may schedule events up to a year in advance. All other groups may apply up to three months in advance.~~
- C. Regular school activities will have first priority for all spaces and dates. School sponsored organizations will receive second priority. Except as may be provided by separate resolution of the Board, groups officially sponsored by the Roxbury Township will have third priority and the County of Morris will receive fourth priority. All other applications will be processed according to date and time of receipt of the application. Applicants whose request can either not be accommodated or whose event must be rescheduled or relocated for other reasons will be offered similar district facilities based upon availability. The district reserves the right to revoke permits due to situations requiring a change in schedule for school district activities and shall not be liable in any way.
- D. Classrooms shall be made available only at the discretion of the Principal. Classrooms shall not be used for activities involving more than twenty-five people.
- E. The granting of a permit for the use of one part of a building or grounds confers no privileges for the use of any facilities other than those stated in the permit. It does not include any other time or times for preparation or rehearsal, unless specifically permitted.
- F. A permit is not transferable. If the event is to be canceled, the applicant should notify the school and Board Office at least forty-eight hours in advance of the date reserved.



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

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USE OF SCHOOL FACILITIES

- G. Violation by a permit-holder of any of the regulations governing the use of school buildings or grounds may be cause for the cancellation of all existing permits and the denial of any permits in the future.
- H. Special permission must be obtained for decorating, installing scenery, moving furniture, etc. School pianos are not to be moved.
- I. Special school facilities (cafeteria kitchens, stage equipment, etc.) will require the use of school employees trained in the use of that facility and such cost will be added to the regular fee.
- J. With the exception of Board-approved use by instructional agencies, computers, TV monitors, VCRs, microphones, and the computer and science laboratories shall not be available for use by the public.
- K. School equipment such as projectors, amplifying equipment, computers and related equipment, musical instruments, athletic equipment, etc., will not be loaned or rented for use outside of the school location. Use of school space does not include use of school equipment unless specifically permitted. Use of school equipment, when and where required, must be by school personnel; the cost of such personnel will be added to the regular fee.
- L. Organizations wishing to bring unusual equipment, material, devices, and/or animals into school buildings or on school premises must first present, in writing, proper insurance coverage with a "save harmless" clause protecting the Board of Education, before approval is given.
- M. Scenery, decoration, or equipment, provided by the holder of a permit must be removed from the school building promptly after the performance so as not to interfere with school activities. If there is a delay, the removal will be made by the Board of Education at the expense of the holder of the permit.
- N. A school custodian employed by the district is required to be on duty during the hours of use of any school facility. Evening affairs are to terminate by 10:00 p.m., unless special arrangements have been made in advance. Complete vacating of the facilities is to be made according to



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

PROPERTY  
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USE OF SCHOOL FACILITIES

the terms of the permit. Departure time after programs should be included in use hours applied for.

- O. Smoking is positively prohibited in all district buildings and on school grounds.
- P. No alcoholic beverages will be permitted on the premises at any time. Any violation of this rule by any organization will prohibit future use.
- Q. The Board of Education and its authorized representatives shall have full and free access to the premises at all times.
- R. School facilities will not be available for use by rental groups on the designated district holidays set annually by the Board. The District shall attempt to coordinate with municipal departments in the District so as to have a uniform approach regarding the availability of public facilities at given dates and times.
- S. If the application is approved, the person and/or organization responsible will assume responsibility for orderly and careful use of the school facilities. It is agreed that the applicants assume liability for damage or loss of property or bodily injury that may accrue. It is understood that the applicants will hold the Board of Education of the Roxbury Township School District harmless from claims arising out of the use of the school buildings or grounds, for the function being sponsored, on the specified date or dates. The sponsoring group shall be required to furnish a bond or certificate of insurance to indemnify the group and the Board of Education against any and all suits for injury or loss sustained by attendance at the function, thus providing evidence that the district has been named as an additional insured on the sponsoring group's general liability policy.

This indemnification agreement makes the applicants legally responsible for the proper conduct of their activities. They should be aware that a major cause of injuries and resultant claims stem from improper supervision. They must ascertain that they have adequate adult supervisors to control and contain participant activities. Strict adherence to the provisions of the facilities agreement and a common sense approach to the general standards of safety and proper conduct will result in an accident free activity.



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

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USE OF SCHOOL FACILITIES

- T. Any youth sports team organization that is granted permission to use school facilities must provide the school district proof of an insurance policy against liability for any bodily injury 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, which will be provided to the adult representative of the requesting organization with the application to use school facilities.

For the purpose of this Policy **Regulation**, 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.

- U. At least seven days prior to the school use, the applicant should review the use requirements with the Building Principal or designee.
- V. Kitchens and kitchen equipment are not to be used without authorization from the Principal and food services and/or the cafeteria management company.
1. School sponsored organizations may apply for limited use of the kitchen, for access to water and refrigeration. For the use of other kitchen equipment, cafeteria personnel must be present. The costs of cafeteria personnel, equipment repair and/or cleaning services will be the responsibility of the sponsoring organization.
  2. Roxbury PTA/PTO, booster organizations are permitted to use the cafeteria satellite snack serving/preparation area, with the proper training of sponsoring organization personnel by the cafeteria management company. Any cost relative to the training of sponsoring organization personnel, equipment repairs or cleaning will be the responsibility of the sponsoring organization.
  3. All other facility use applicants will be required to have cafeteria personnel present. The costs of cafeteria personnel, equipment



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

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repair and/or cleaning services will be the responsibility of the sponsoring organization.

- W. Use of any type of open flame or smoke producing devices is positively prohibited in all district buildings or on school premises. Exceptions: Smoke producing devices used in the testing of fire and/or smoke alarms by fire alarm contractors or inspectors, burners or stoves used in science, family and consumer science and other regular classroom instruction, bonfires as part of an approved high school pep rally and theatrical performances.
- X. Use of all high school and middle school athletic fields must be coordinated through the office of the high school Athletic Director.
- Y. In extenuating circumstances the Superintendent may charge additional fees or waive fees for facility use with subsequent notification to the Board.
- Z. When public safety officials (Police, Fire, etc.) are required for an event the Board may require evidence of payment for their service prior to issuing a permit.

### Limitation of Use

- A. In accordance with State statute, solicitation or acceptance of campaign funds by a candidate for public office or his/her agent while on school grounds is prohibited. This does not apply if the property has been made available for the exclusive use of the group for a non-governmental purpose as a meeting location. Violations of this policy may be reported to the Election Law Enforcement Commission and result in a penalty of not less than \$5,000 for each violation.
- B. Since the Board of Education is charged by law with the responsibility for school facilities, it must reserve the final right to deny the use of school facilities when the Board deems it necessary in the public interest.
- C. Sponsoring organizations will conduct orderly meetings and such gatherings are not to incite others to disorder.



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

PROPERTY  
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USE OF SCHOOL FACILITIES

- D. Sponsoring organizations will conduct meetings which are not abusive of other groups or individuals.
- E. No school facility, building or grounds will be used for unlawful purposes.
- F. Gambling, games of chance, raffles and lotteries as prohibited by law are not permitted. Gymnasiums will not be used for dances without special provisions and permission.
- G. Use of gymnasium requires use of proper footgear to prevent damage to floors. No baseball batting practice is permitted in gymnasiums. Unauthorized use of gymnasium apparatus is strictly forbidden.
- H. No school facility is to be used for any other purpose or in any other way than its designed use, without express written permission.
- I. School facilities shall not be used for parties or celebrations, which are essentially private in nature. This exclusion includes birthdays, anniversaries, and other similar parties.
- J. No programs of the official Roxbury Township Recreation Department are to be held unless they are supervised with adequate numbers of recreation personnel.
- K. Any signs, banners, pennants, placards or similar items of advertisement pertaining to events at school facilities must include the name of the sponsoring organization. Placement of advertisements in the schools requires the consent of the school Principal.
- L. No ticket selling for any other event or the sale of merchandise or food is permitted without written approval on the permit.
- M. No group that unlawfully discriminates regarding membership in, or attendance at, its activities shall be allowed to use the school building or grounds.
- N. Normal maximum permitted use of a facility is from the time of entry to the building closing.



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

PROPERTY  
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USE OF SCHOOL FACILITIES

1. Any additional time for set-up, preparation, or extended exhibit hours will be charged at prevailing rates for extra personnel services and space uses.
2. Custodial fees are included in regular rental fees on weekdays, unless the Board or its designee determines that additional custodial services are required.
  - a. All rental fees are subject to additional charges for overtime on Saturday or Sunday;
  - b. Custodial services include opening and closing of the building, operation of room lights (no theatrical lighting), heating of the building, operation of ventilation equipment, and normal clean- up;
  - c. Custodians will not be required to help load or unload equipment; and
  - d. Setting up and taking down chairs and tables may involve an additional charge.
- O. Vehicles shall travel and park only in designated areas.
- P. Facility availability and/or use may be restricted due to specific health and safety needs of individuals in any district building.
- Q. Art classrooms, science labs, computer labs, music rooms, libraries and varsity sport athletic fields are generally not available for public use. Exceptions may be granted if approved by the Building Principal and School Business Administrator.

### Special Conditions

All permits are subject to immediate cancellation if it is discovered that information given on an application is misrepresented. If the use of the facility is discovered to be contrary to any policies, rules, and regulations of the Board of Education, the permit is subject to immediate cancellation. Upon notice by a duly authorized agent of the Board (example: the custodian on duty), such activity is to cease. The Board of Education and its agents are to be held harmless of any



# REGULATION

expense or losses incurred by the sponsoring organization due to the required cessation of use of facilities.

## Responsibility

- A. Any group organization using a public school facility is responsible for any damage above normal wear and tear, and is expected to comply with the following requirements:
1. Make necessary arrangement for a representative of the applying group to be present, with the permit, during the time the facility is used. The representative is to make himself/herself known, and present the permit to school personnel for verification. He/she is to be responsible for the use of the facility.
  2. He/she is to insure, with the school representative, that:
    - a. Exit doors are free from obstruction in the area being used;
    - b. Exit lights are turned on;
    - c. Locations of extinguishers are known; and
    - d. Fire, Police, Board of Education rules and regulations and school rules and regulations are observed.
- B. Whenever a group leaves a district facility in an unsatisfactory condition, or is found to have otherwise violated these rules, the Business Office shall send it a letter warning that further violations will result in the group's being denied use of district facilities. Severe violations will result in immediate cancellation of current permits and denial of future ones.

## Classifications of Groups for Determination of Facilities Use Fees

Where a fee is indicated for the use of school facilities by one of the following groups, the fee will be in accordance with all provisions of Policy and Regulation 7510.

Tier I comprises of non-commercial entities or groups such as churches, colleges, and universities.



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## ROXBURY TOWNSHIP BOARD OF EDUCATION

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USE OF SCHOOL FACILITIES

Tier II comprises of commercial entities or groups that reside within Roxbury Township.

Tier III comprises of commercial entities or groups outside of Roxbury Township.

Tier IV comprises of all school district organizations, community school programs, township recreation programs, and other non-profit recreational or community service groups that are comprised of at least 50% of Roxbury Township residents.

A. Tier IV – School, Municipal and County Organizations

Free use of school facilities may be granted to the following groups, provided that membership is open for participation by any eligible Roxbury Township resident and other Board approved groups. \*\*\*However, please note that these groups will be charged for needed personnel as determined by the District and any other related expenses occurring during non-operating hours.

1. School Affiliated Groups

Those groups including Parent Teacher Organizations, Special Education Parent Groups, Roxbury Athletic Booster Clubs, Roxbury Band Parents Association, etc.

Note: All Facility Rental Applications completed by groups related to an individual school must be cosigned by the school Principal or his/her designee.

2. Municipal and County Organizations

Officially appointed groups of the Roxbury Township municipal governments and Morris County, such as police, fire departments, rescue squads, and the recreation department, etc. Municipal and county organizations will be encouraged to request use of Roxbury Township School facilities on a rotating basis with other Morris County school districts.

3. Youth Service

Boy Scouts, Cub Scouts, Girl Scouts, Brownies, etc. provided the unit is based in the district.



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

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~~A. Class I School, Municipal and County Organizations~~

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~~Free use of school facilities may be granted to the following groups, provided that membership is open for participation by any eligible Roxbury Township resident and other Board approved groups.~~

-

~~1. School Affiliated Groups~~

-

~~Those groups including Parent Teacher Organizations, Special Education Parent Groups, Roxbury Athletic Booster Clubs, Roxbury Band Parents Association, etc.~~

-

~~Note: All Facility Rental Applications completed by groups related to an individual school must be cosigned by the school Principal or his/her designee.~~

-

~~2. Municipal and County Organizations~~

-

~~Officially appointed groups of the Roxbury Township municipal governments and Morris County, such as police, fire departments, rescue squads, and the recreation department, etc. Municipal and county organizations will be encouraged to request use of Roxbury Township School facilities on a rotating basis with other Morris County school districts.~~

-

~~3. Youth Service~~

-

~~Boy Scouts, Cub Scouts, Girl Scouts, Brownies, etc. provided the unit is based in the district.~~

-

~~B. Class II Recreational, Sports Organizations, and Educational Organizations~~

-

~~Free use of school facilities may be granted to recreational and sports organizations not sponsored and funded by Roxbury Township or Morris County, provided that membership is composed of not less than 75% Roxbury Township residents and is open for participation by any eligible Roxbury Township resident. The application must be accompanied by a roster stating each participant's name, address, and name of school being~~



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

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USE OF SCHOOL FACILITIES

~~attended, if applicable. The criteria for eligibility shall not discriminate illegally.~~

~~C. Class III Non-Profit Organizations~~

~~Fees will not be charged for non-profit, charitable, religious, philanthropic, civic or other non-commercial, non-personal purposes.~~

~~D. Class IV For-Profit Organizations~~

~~Fees will be charged for use of school facilities for any profit groups/organization. District child care providers will pay facility use fees as determined in the Section of this regulation titled Before School or After School Child Care Programs.~~

### Schedule of Fees

A. Custodial, Maintenance and Technical Personnel Charges

Requests that require additional custodial, maintenance and/or technical time or personnel will incur additional charges. These charges will be computed at a set rate approved by the Board on an annual basis.

B. Lighting Athletic Fields

All non-district organizations requiring the use of lighting on the athletic fields during their events will be charged a separate fee. For the first hour of lighting use the fee will be \$86; for each additional hour or portion thereof the charge will be \$11.

C. Food Service Personnel Charges

Use of the school cafeteria kitchens will require supervision by cafeteria staff personnel. The prevailing rates for their services will be charged to applicants as they are determined by Food Service Management. **C**lass I groups requiring minimal kitchen access (water, refrigeration, etc.) may request to have this requirement waived by the Cafeteria Management. Such a request should be submitted to the school Principal.

D. Police and Fire



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

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USE OF SCHOOL FACILITIES

### 1. Police

The Board of Education has the responsibility of providing police for duty at events that attract sizable participation. The prevailing rates for their services will be billed directly to the applicant by the municipal Police Department. Police are not included in the schedule of fees. Police are to be assigned to events by the following general rule, subject to adjustment dictated by the physical requirements of each school plant.

Each site with an expected attendance of 250 to 500 people - 1 Police Officer

Each site with an expected attendance of 500 to 750 people – 2 Police Officers

Each site with an expected attendance of over 750 people – 3 or more Police Officers, as determined by the School Business Administrator/Board Secretary.

### 2. Fire

All non-school events with 300 or more participants and/or attendees require a fire prevention permit.

## E. Fees

### 1. Classes Tier I, II & III

a. Free use of school facilities may be granted to Class Tier I, II & III organizations (providing they meet residency requirements) during the regular school year work week with the following provisions:

- (1) Use of the facilities is not to interfere with the school program.
- (2) Use of the facilities must be within the hours of regular custodial service.



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

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USE OF SCHOOL FACILITIES

- (3) Use of facilities will not create additional supervisory or custodial requirements.
  - (4) Organizations will provide sufficient supervision to restrict use to permitted areas.
  - (5) The Board reserves the right to rescind the use of facilities privilege.
- b. ~~Class I, II, & III~~ Any groups that request the use of facilities for Saturdays, Sundays, or other times when school is not in session will be charged the actual additional personnel costs for extra custodial, maintenance, cafeteria, police, or technical assistance.
- c. Pursuant to N.J.S.A. 40:48-5, an inter-local services agreement may be entered into by the Board when deemed appropriate.

### 2. ~~Class IV~~

~~All fees listed below are space use fees. All fees are per room/field, per use charges per four hour period or less.~~

#### ~~By Location Rental Fees For Facilities~~

#### ~~Roxbury High School~~

|  |                    |
|--|--------------------|
| <del>Auditorium for Performance (without air conditioning)</del> | <del>\$820</del>   |
| <del>Auditorium for Performance (with air conditioning)</del>    | <del>\$1,125</del> |
| <del>Auditorium for Rehearsal (without air conditioning)</del>   | <del>\$346</del>   |
| <del>Auditorium for Rehearsal (with air conditioning)</del>      | <del>\$737</del>   |
| <del>Gymnasium—Main</del>  | <del>\$819</del>   |
| <del>Gymnasium—Auxiliary</del>                                   | <del>\$304</del>   |
| <del>Cafeteria (with kitchen)</del>                              | <del>\$535</del>   |
| <del>Cafeteria (without kitchen)</del>                           | <del>\$430</del>   |
| <del>Quad Classrooms</del>                                       | <del>\$220</del>   |
| <del>Classroom (each)</del>                                      | <del>\$70</del>    |



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

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USE OF SCHOOL FACILITIES

### Eisenhower Middle School

-

|                             |       |
|-----------------------------|-------|
| Auditorium for Performance  | \$640 |
| Auditorium for Rehearsal    | \$325 |
| Gymnasium                   | \$720 |
| Cafeteria (with kitchen)    | \$430 |
| Cafeteria (without kitchen) | \$325 |
| Classroom (each)            | \$70  |

### Lincoln/Roosevelt

-

|                                      |       |
|--------------------------------------|-------|
| Lincoln Auditorium (for performance) | \$420 |
| Lincoln Auditorium (for rehearsal)   | \$220 |
| Roosevelt Gymnasium                  | \$420 |
| Cafeteria (with kitchen)             | \$535 |
| Cafeteria (without kitchen)          | \$430 |
| Classroom (each)                     | \$70  |

### Franklin, Nixon, Kennedy, Jefferson Schools

-

|                             |       |
|-----------------------------|-------|
| All Purpose Room            | \$420 |
| Cafeteria (with kitchen)    | \$430 |
| Cafeteria (without kitchen) | \$325 |
| Classroom (each)            | \$70  |

### Athletic Fields

|  |         |
|--|---------|
| Baseball                                 | \$175   |
| Soccer                                   | \$175   |
| Softball                                 | \$175   |
| Lacrosse                                 | \$175   |
| Roosevelt Football                       | \$175   |
| RHS Turf Field or Track (without lights) | \$500   |
| RHS Turf Field or Track (with lights)    | \$1,000 |

### Equipment Rental Fees

-

|                             |      |
|-----------------------------|------|
| TV & VCR                    | \$35 |
| Portable Sound System—Large | \$10 |
| Portable Sound System—Small | \$60 |



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

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|                             |         |
|-----------------------------|---------|
| Auditorium Lighting System  | \$110   |
| Spot Lights                 | \$25    |
| Auditorium Sound System     | \$110   |
| Spot Lights                 | \$25    |
| Auditorium Sound System     | \$110   |
| Stage Risers                | \$60    |
| Gym Sound System            | \$35    |
| Gym Score Board             | 35      |
| Gym Wrestling Mats          | \$1,410 |
| Cafeteria Kitchen Equipment | \$110   |
| Tables (each)               | \$10**  |
| Chairs (each)               | \$1**   |
| HS Turf Field PA System     | \$40    |
| HS Turf Field Score Board   | \$50    |
| Field Lines & Marking       | \$40    |

per hour

\*\*This fee will apply if tables/chairs must be brought in from another district location.

-

Roxbury Board of Education Employee Labor Charge (per hour)

-

|                                  |         |
|----------------------------------|---------|
| Buildings and Grounds Director   | \$150   |
| District Supervisor/Site Manager | \$100   |
| Electrician                      | \$60    |
| Custodian                        | \$35    |
| Stage Technician                 | \$48.50 |
| Field Marker/Groundskeeper       | \$60    |
| Cafeteria Worker                 | \$30    |



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

### PROPERTY R 7510/Page 16 of 19 USE OF SCHOOL FACILITIES

| USE OF FACILITIES FEE SCHEDULE                 |          |          |          |           | ADDITIONAL FEES TO CONSIDER:   |
|--|----------|----------|----------|-----------|--|
| CATEGORY                                       | CAPACITY | TIER I   | TIER II  | TIER III  |  |
| ROXBURY HIGH SCHOOL                            |          |          |          |           |  |
| AUDITORIUM FOR PERFORMANCE                     | 1170     | \$1,000  | \$2,000  | \$3,000   | CUSTOMER FEES - will require 1/2 hour set up and 1 hour clean up \$40/hr |
| AUDITORIUM FOR REHEARSAL                       | 1170     | \$500    | \$500    | \$500     | SOUND AND LIGHTING FEES \$50/hr  |
| GYMNASIUM - MAIN                               | 1974     | \$100/hr | \$125/hr | \$150/hr  | SECURITY FEES \$30/hr  |
| GYMNASIUM - AUXILIARY                          |          | \$65/hr  | \$80/hr  | \$115/hr  | SITE MANAGER FEES \$50/hr  |
| CAFETERIA (WITH KITCHEN)                       | 750      | \$500    | \$700    | \$950     | CAFETERIA WORKER \$20/hr   |
| CAFETERIA (WITHOUT KITCHEN)                    | 750      | \$300    | \$500    | \$750     | ***Number of workers to be determined by the District                    |
| QUAD CLASSROOM                                 | 100      | \$100    | \$200    | \$300     | EQUIPMENT RENTAL FEES:   |
| CLASSROOM (EACH)                               | 25       | \$50     | \$100    | \$150     | TV & DVD PLAYER \$35   |
| MEDIA CENTER                                   |          | \$100    | \$200    | \$300     | PORTABLE SOUND SYSTEM \$60   |
| EISENHOWER MIDDLE SCHOOL                       |          |          |          |           | STAGE RISERS \$90  |
| AUDITORIUM FOR PERFORMANCE                     | 64       | \$675    | \$975    | \$1,400   | GYMNASIUM SOUND SYSTEM \$80  |
| AUDITORIUM FOR REHEARSAL                       | 64       | \$375    | \$375    | \$375     | GYMNASIUM SCORE BOARD \$80   |
| GYMNASIUM                                      | 533      | \$500/hr | \$750/hr | \$1000/hr | TABLES \$10/ea   |
| CAFETERIA (WITH KITCHEN)                       | 400      | \$350    | \$500    | \$750     | CHAIRS \$75  |
| CAFETERIA (WITHOUT KITCHEN)                    | 400      | \$200    | \$350    | \$500     | TURF FIELD PA SYSTEM \$75  |
| CLASSROOM (EACH)                               | 25       | \$50     | \$100    | \$150     | TURF FIELD SCOREBOARD \$75   |
| LINCOLN-ROOSEVELT                              |          |          |          |           | DUMPSITE \$75 per  |
| AUDITORIUM FOR PERFORMANCE                     | 156      | \$300    | \$400    | \$500     |  |
| AUDITORIUM FOR REHEARSAL                       | 156      | \$200    | \$200    | \$200     |  |
| GYMNASIUM                                      | 325      | \$500/hr | \$750/hr | \$1000/hr |  |
| CAFETERIA (WITH KITCHEN)                       | 102      | \$200    | \$350    | \$500     |  |
| CAFETERIA (WITHOUT KITCHEN)                    | 102      | \$150    | \$250    | \$350     |  |
| ALL OTHER ELEMENTARY SCHOOLS                   |          |          |          |           |  |
| ALL PURPOSE ROOM/CAFETERIA                     | 225      | \$50/hr  | \$75/hr  | \$100/hr  |  |
| ALL PURPOSE ROOM/CAFETERIA WITH USE OF KITCHEN | 225      | \$200    | \$350    | \$500     |  |
| ATHLETIC FIELDS                                |          |          |          |           |  |
| ROXBURY HIGH SCHOOL TURF FIELD - DAY           |          | \$125/hr | \$150/hr | \$175/hr  |  |
| ROXBURY HIGH SCHOOL TURF FIELD - NIGHT         |          | \$150/hr | \$175/hr | \$200/hr  |  |
| ROOSEVELT FOOTBALL FIELD                       |          | \$75/hr  | \$90/hr  | \$110/hr  |  |
| BASEBALL FIELD                                 |          | \$100/hr | \$125/hr | \$150/hr  |  |
| SOFTBALL FIELD                                 |          | \$100/hr | \$125/hr | \$150/hr  |  |
| BRYANT DRIVE FIELD                             |          | \$100/hr | \$125/hr | \$150/hr  |  |
| FIELD LINES & MARKING                          |          | \$80/hr  | \$80/hr  | \$80/hr   |  |

Tier I comprises of non-commercial entities or groups such as churches, colleges, and universities.

Tier II comprises of commercial entities or groups that reside within Roxbury Township.

Tier III comprises of commercial entities or groups outside of Roxbury Township.

There will be no rental fees charged to the following groups:

All school district organizations, community school programs, township recreation programs, and other non-profit recreational or community service groups that are comprised of at least 50% of Roxbury Township residents.

\*\*\*However, please note that these groups will be charged for needed personnel as determined by the District and any other related expenses occurring during non-operating hours.



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

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USE OF SCHOOL FACILITIES

### F. Payments

All predictable costs incurred by the school use permit shall be paid to the Board of Education within ten days prior to the event, and all unforeseen additional costs incurred by the event will be paid within ten days after the event. All payments for rental of space and other charges shall be drawn to: "Roxbury Township Board of Education".

#### ~~Before-School or After-School Child-Care Programs~~

~~A. N.J.S.A. 18A:20-34(f) permits the use of public school facilities by a Board approved sponsor for a licensed child care program for district students.~~

~~B. An application to sponsor a childcare program for any school year must be filed with the Board Secretary by February 1st of the preceding school year. The application must include the details of the program and services to be offered by the applicant. If more applicants apply than space allow, the Superintendent shall make a recommendation for Board action prior to April 1st.~~

~~C. A sponsor must possess a currently effective license issued by the State of New Jersey to operate a childcare program.~~

~~D. A sponsor approved by the Board shall be permitted to use the school district facilities designated by the Building Principal. An approved sponsor shall have no right to assign its right to operate a childcare program in school district facilities.~~

~~E. If, in the event the Board approves an additional Before School sponsor, this organization will pay a use of facility fee of \$5 per month per enrolled child. The approved After School sponsor will pay a use of facility fee of \$15 per month per enrolled child.~~

~~F. In the event that an approved sponsor fails to provide child care program services for five consecutive school days and is not precluded from doing so because of factors beyond the sponsor's control, the Board may immediately terminate its sponsorship upon written notice to the sponsor and may approve another sponsor to provide a child care program.~~



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

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G. ~~Any sponsor approved by the Board shall comply with the following requirements:~~

-

1. ~~Deliver to the Board Secretary by August 1<sup>st</sup> preceding the school year a certificate of public liability insurance in the minimum amount of \$1,000,000 and naming the Board as an additional insured.~~

-

2. ~~Agree to indemnify and save the Board harmless from any claims arising out of the sponsor's use of school facilities.~~

-

3. ~~Equip the on-site program supervisor(s) with a cellular telephone which shall be maintained by the on-site program supervisor in operating condition during the hours the program is conducted and furnish the cellular phone number to the Board Secretary.~~

-

4. ~~Reimburse the Board for the cost of repairing any damage to school facilities arising out of the sponsor's use of school facilities within ten days of billing by the Board.~~

-

5. ~~Enter into a School Facilities Use Agreement for Child Care Programs, a copy of which shall be supplied to a proposed sponsor by the Board Secretary upon request.~~

H. Employees and agents of the Board shall have the right to contact the sponsor's on-site program supervisor by cellular telephone, when necessary, and shall be authorized to furnish the cellular phone number to parents and other persons desiring to contact the on-site program supervisor.

I. An approved sponsor shall be furnished with a copy of Board Regulation 7510 entitled: "Use of School Facilities." An approved sponsor shall comply with those provisions of Regulation 7510 as applicable to its use of school facilities.

### Provision of Training on School Safety and Security

1. In accordance with the provisions of N.J.S.A. 18A:41-7.c., the Board of Education shall provide to all persons who supervise youth programs that are not sponsored by the school district, but



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

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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.

2. It shall be the responsibility of the organization that sponsors the youth program to train the program's employees and volunteers on the school security and emergency procedures in effect in the school building in which the youth program is located.
3. The organization that sponsors the youth program shall file a statement of assurance with the Superintendent or designee that it has complied with the training requirements prior to the district authorizing the use of the school building.
  - a. The statement of assurance shall be developed by the Commissioner of Education and shall be filed with the school district on an annual basis.

Issued: 14 October 2013  
Revised: 17 December 2018  
Revised: 14 December 2020



8420 EMERGENCY AND CRISIS SITUATIONS (M)

## M

The Board of Education recognizes its responsibility to provide for the safety and security in each school building in the district. The district will develop and implement written plans and procedures to provide for the protection of health, safety, security, and welfare of the school population; the prevention of, intervention in, response to and recovery from emergency and crisis situations; the establishment and maintenance of a climate of civility; and supportive services for staff, students, and their families.

The Superintendent of Schools or designee shall consult with law enforcement agencies, health and social services provider agencies, emergency management planners, and school and community resources, as appropriate, in the development of the school district's plans, procedures, and mechanisms for school safety and security. The plans, procedures, and mechanisms shall be consistent with the provisions of N.J.A.C. 6A:16-5.1 and the format and content established by the Domestic Security Preparedness Task Force, pursuant to N.J.S.A. App. A:9-64 et seq., and the Commissioner of Education and shall be reviewed annually, and updated as appropriate.

A copy of the school district's school safety and security plan shall be disseminated to all school district employees. New employees shall receive a copy of the school district's safety and security plan, as appropriate, within sixty days of the effective date of their employment. All employees shall be briefed in writing, as appropriate, regarding updates and changes to the school safety and security plan.

The school district shall develop and provide an in-service training program for all school district employees to enable them to recognize and appropriately respond to safety and security concerns, including emergencies and crisis, consistent with the school district's plans, procedures, and mechanisms for school safety and security and the provisions of N.J.A.C. 6A:16-5.1. New employees shall receive this in-service training, as appropriate, within sixty days of the effective date of their employment. This in-service training program shall be reviewed annually and updated, as appropriate.

The Board shall ensure individuals employed in the district in a substitute capacity are provided with information and training on the district's practices and procedures on school safety and security including instruction on school security



## EMERGENCY AND CRISIS SITUATIONS (M)

drills, evacuation procedures, and emergency response protocols in the district and the school building where the individuals are employed in accordance with the provisions of N.J.S.A. 18A:41-7.

In accordance with N.J.S.A. 18A:41-1, at least one fire drill and one school security drill will be conducted each month within school hours, including any summer months, which the school is open for instructional programs. A school security drill means an exercise, other than a fire drill, to practice procedures that respond to an emergency situation including, but not limited to, a non-fire evacuation, lockdown, bomb threat, or active shooter situation that is similar in duration to a fire drill. Schools are required to hold a minimum of two active shooter, non-fire evacuation, bomb threat, and lockdown security drills annually. Fire alarm systems shall be initiated only during a fire drill evacuation. Responses made necessary by the unplanned activation of emergency procedures or by any other emergency shall not be substituted for a required school security drill.

The Principal or designee will provide local law enforcement or other emergency responders, as appropriate, with a friendly notification at least forty-eight hours prior to holding a school security drill. Although these outside agencies are not required to observe school security drills, the Principal is encouraged to invite representatives from local law enforcement and emergency responder agencies to attend and observe at least four different security drills annually.

Such drills and in-service training programs shall be conducted in accordance with a building security drill guide and training materials that educate school employees on proper evacuation and lockdown procedures in a variety of emergency situations on school grounds as provided by the New Jersey Office of Homeland Security and Preparedness.

The school district will be required to annually submit a security drill statement of assurance to the New Jersey Department of Education by June 30 of each school year. Each school in the district will be required to complete a security drill record form as required by the New Jersey Department of Education.

N.J.S.A. 2C:33-3

N.J.S.A. 18A:41-1 et seq.; 18A:41-7

N.J.A.C. 6A:16-5.1; 6A:27-11.2

Adopted: 14 October 2013

Revised: 14 December 2020



8561 PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS

The Board of Education adopts this Policy to identify their procurement plan for the United States Department of Agriculture’s (USDA) School Nutrition Programs. School Nutrition Programs include, but are not limited to: the National School Lunch Program (NSLP); School Breakfast Program (SBP); Afterschool Snack Program (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:

# POLICY

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## Procurement Procedures for School Nutrition Programs

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 accessible on the State of New Jersey Department of Agriculture webpage**. 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            | FSMC Contract  |
| Estimated Dollar Amount     | Over \$150,000   |
| Procurement Method          | RFP  |
| Evaluation                  | Price and other factors  |
| Contract Award Type         | Cost Reimbursable  |
| Contract Duration/Frequency | July 1 – June 30 One (1) year with renewals up to five (5) years |

### B. **Micro-Purchase Procedures**

#### 1. **Public/Charter Schools**

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

#### 2. **Non-Public Schools**

Purchases of supplies or services, within the Federal micro-purchase threshold (the aggregate amount does not exceed the Federal micro-

Procurement Procedures for School Nutrition Programs

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:
  - centralized system;
  - State contract
4. Because of the potential for purchasing more than the 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.

**CB.** 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 the Appendix – Federal Funds Procurement Method Section Chart. The advertisement will contain the following:
  - a. A general description of items to be purchased;

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## Procurement Procedures for School Nutrition Programs

- 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;

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Procurement Procedures for School Nutrition Programs

- 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 ~~minority and~~ 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

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## Procurement Procedures for School Nutrition Programs

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

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## Procurement Procedures for School Nutrition Programs

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; ~~and~~
  - 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. ~~interpretation will be provided in writing to all potential bidders by t~~The School

# POLICY

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## Procurement Procedures for School Nutrition Programs

Business Administrator/Board Secretary or designee's response and will be provided in writing to all potential bidders within five (5) days. 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.

Procurement Procedures for School Nutrition Programs

- 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.

**DC.** 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.

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## Procurement Procedures for School Nutrition Programs

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.

### **ED.** 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:

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## Procurement Procedures for School Nutrition Programs

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

### **FE.** 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;

Procurement Procedures for School Nutrition Programs

contact vendor for approved alternate product; or remove product from bid.

**GF.** 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.

**HG.** 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;

Procurement Procedures for School Nutrition Programs

- 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.

**II.** 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:

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- 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.

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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.

**KJ.** 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.

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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

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## APPENDIX

| FEDERAL FUNDS PROCUREMENT METHOD SELECTION CHART   |  |  |
|--|--|--|
| 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. |  |  |
| NEW JERSEY PUBLIC/CHARTER SCHOOLS PURCHASING THRESHOLDS  |  |  |
| AMOUNT   | ACTIVITY   | PROCUREMENT METHOD   |
| <b>INFORMAL PROCUREMENT</b>  |  |  |
| Below \$3,500 *  | Micro – purchases 2 CFR 200.320(a)   | Sound Business Practice *                                    |
|  | SINGLE TRANSACTION AGGREGATE COST LESS THAN \$3,500  |  |
| * Or LESS than \$3,500 if local SFA Procurement Policies are more restrictive  |  |  |
| <b>SMALL PURCHASE PROCEDURES</b>   |  |  |
| \$3,501 up to \$29,000/\$40,000  | N.J.S.A. 18A:18A-37<br>ANY PURCHASE EXCEEDING \$3,500 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          |
| NOTE: ANNUAL AGGREGATE AMOUNTS   |  |  |
| <b>FORMAL PROCUREMENT</b>  |  |  |
| \$29,000 or \$40,000 and above   | N.J.S.A. 18A:18A-37<br>Bid Threshold without a QPA* – \$29,000<br>Bid Threshold with a QPA* – \$40,000   | Bid – Invitation for Bid (IFB) OR Request for Proposal (RFP) |
| * QUALIFIED PURCHASING AGENT   |  |  |
| NEW JERSEY NON PUBLIC SCHOOL PURCHASING THRESHOLDS   |  |  |
| AMOUNT   | ACTIVITY   | PROCUREMENT METHOD   |
| <b>INFORMAL PROCUREMENT</b>  |  |  |
| Below \$3,500 *  | Micro – purchases 2 CFR 200.320(a)<br>Single Transaction aggregate cost less than \$3,500  | Sound Business Practice *                                    |
| * Or LESS than \$3,500 if local SFA Procurement Policies are more restrictive  |  |  |
| \$3,501 – \$149,999  | Small purchase procedures 2 CFR 200.320(b)   | Quotation using SFA Internal Procurement Procedures          |
| <b>FORMAL PROCUREMENT</b>  |  |  |
| \$150,000 and above  | As per Federal requirements in 2 CFR Parts 200.317 – 200.326   | Bid – Invitation for Bid (IFB) OR Request for Proposal (RFP) |

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## Procurement Procedures for School Nutrition Programs

Note: The Federal Funds Procurement Method Selection Chart is subject to change in accordance with the schedule set forth in N.J.S.A. 18A:18A-3 “Public School Contracts Law”. A “Qualified Purchasing Agent” must be qualified in accordance with N.J.S.A. 40A:11-9. In order to track updates to this Chart, the source document can be located on the New Jersey Department of Agriculture’s website under “Forms and Publications” it is titled, State Agency Form #358

Adopted: 17 September 2018

Revised: 15 April 2019

Revised: 14 December 2020

# POLICY

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**M**

## 1648 RESTART AND RECOVERY PLAN

On June 26, 2020, the New Jersey Department of Education (NJDOE) published “The Road Back – Restart and Recovery Plan for Education” (Guidance), a guidance document for reopening New Jersey schools during the COVID-19 pandemic. The Guidance provided school officials with the information necessary to ensure that schools reopen safely and are prepared to accommodate staff and students’ unique needs during these unprecedented times. The NJDOE required school districts in the State to develop, in collaboration with community stakeholders, a “Restart and Recovery Plan” (Plan) to reopen schools that best fits the district’s local needs.

The Guidance requires the Board of Education to adopt certain policies and the Board adopts Policy 1648 to address those policy requirements in the Guidance. Policy 1648 shall only be effective through the current COVID-19 pandemic and will take precedence over any existing Policy on the same or similar subject, unless determined otherwise by the Superintendent.

### A. NJDOE Guidance – Key Subject Area 1 – Conditions for Learning

#### 1. Transportation

a. If the school district is providing transportation services on a school bus, a face covering must be worn by all students upon entering the school bus unless doing so would inhibit the student’s health. It is necessary to acknowledge that enforcing the use of face coverings may be impractical for young children or individuals with disabilities. Exceptions to the face covering requirements shall be those outlined in A.2.d. below:

- (1) Accommodations for students who are unable to wear a face covering should be addressed according to that student's particular need and in accordance with all applicable laws and regulations.



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- b. The school district shall use best practices for cleaning and disinfecting district-owned school buses and other transportation vehicles in accordance with A.3. below.
- c. District-employed school bus drivers and aides on district-owned school buses shall practice all safety actions and protocols as indicated for other school staff.
- d. If the school district is using contracted transportation services, the contractor shall ensure all Board of Education safety actions and protocols are followed by the contractor and its employees and/or its agents.

[See Policy Guide 1648 – Appendix C for the protocols/procedures for “Transportation” which is also included in the school district’s Restart and Recovery Plan.]

2. Screening, Personal Protective Equipment (PPE), and Response to Students and Staff Presenting Symptoms

- a. The school district shall screen students and employees upon arrival to a school building or work location for COVID-19 symptoms and a history of exposure.
  - (1) School staff must visually check students and employees for symptoms upon arrival (which may include temperature checks) and/or confirm with families that students are free of COVID-19 symptoms.
  - (2) Health checks must be conducted safely and respectfully, and in accordance with any applicable privacy laws and regulations.
  - (3) Results must be documented when signs/symptoms of COVID-19 are observed.



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- (4) The screening protocol will take into account students and employees with disabilities and accommodations that may be needed in the screening process for those students and employees.
  - (5) Students and employees with symptoms related to COVID-19 must be safely and respectfully isolated from others.
  - (6) If the school district becomes aware that an individual who has spent time in a school district facility tests positive for COVID-19, district officials must immediately notify local health officials, staff, and families of a confirmed case while maintaining confidentiality.
- b. School staff and visitors are required to wear face coverings unless doing so would inhibit the individual's health or the individual is under two years of age.
- (1) If a visitor refuses to wear a face covering for non-medical reasons and if such covering cannot be provided to the individual at the point of entry, the visitor's entry to the school/district facility may be denied.
- c. Students are required to wear face coverings, unless doing so would inhibit the student's health. It is necessary to acknowledge that enforcing the use of face coverings may be impractical for young children or individuals with disabilities.
- (1) Accommodations for students who are unable to wear a face covering should be addressed according to that student's need and in accordance with all applicable laws and regulations.



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- d. Exceptions to the Requirement for Face Coverings
- (1) Doing so would inhibit the individual's health.
  - (2) The individual is in extreme heat outdoors.
  - (3) The individual is in water.
  - (4) A student's documented medical condition, or disability as reflected in an Individualized Education Program (IEP), precludes the use of a face covering.
  - (5) The student is under the age of two, due to the risk of suffocation.
  - (6) During the period a student is eating or drinking.
  - (7) Face coverings should not be placed on anyone who has trouble breathing or is unconscious, or anyone who is incapacitated or otherwise unable to remove the face covering without assistance (e.g. face coverings should not be worn by Pre-K students during nap time).
  - (8) The student is engaged in high intensity aerobic or anaerobic activities.
  - (9) Face coverings may be removed during gym and music classes when individuals are in a well-ventilated location and able to maintain a physical distance of six feet apart.
  - (10) When wearing a face covering creates an unsafe condition in which to operate equipment or execute a task.



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[See Policy Guide 1648 – Appendix E for the protocols/procedures for “Screening, PPE, and Response to Students and Staff Presenting Symptoms” which is also included in the school district’s Restart and Recovery Plan.]

3. Facilities Cleaning Practices

- a. The school district must continue to adhere to existing required facilities cleaning practices and procedures and any new specific requirements of the local health department as they arise.
- b. A procedure manual must be developed to establish cleaning and disinfecting schedules for schools and school equipment, targeted areas to be cleaned, and methods and materials to be used.

[See Policy Guide 1648 – Appendix G for the protocols/procedures for – “Facilities Cleaning Practices” which is also included in the school district’s Restart and Recovery Plan.]

4. Wraparound Supports

a. Mental Health Supports

The school district’s approach to student mental health supports will be affected by the learning environment in place at the beginning of the school year. If in-person instruction is not feasible, the district must find other ways to assess and monitor students’ mental health.

[See Policy Guide 1648 – Appendix K for the protocols/procedures for “Academic, Social, and Behavioral Supports” which is also included in the school district’s Restart and Recovery Plan.]

5. Contact Tracing



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- a. Upon notification that a resident has tested positive for COVID-19, the local health department will call the school district to determine close contacts to whom they may have spread the virus, where close contact is defined as being within six feet for a period of at least ten minutes.
- b. The school district shall assist the local health department in conducting contact tracing activities, including ongoing communication with the identified individual and/or their contacts.
- c. The school district shall ensure adequate information and training is provided to the staff as necessary to enable staff to carry out responsibilities assigned to them.
- d. A staff liaison(s) shall be designated by the Superintendent or designee and shall be responsible for providing notifications and carrying out other components that could help ensure notifications are carried out in a prompt and responsible manner.
- e. School districts shall allow staff, students, and families to self-report symptoms and/or suspected exposure.

[See Policy Guide 1648 – Appendix F for the protocols/procedures for “Contact Tracing” which is also included in the school district’s Restart and Recovery Plan.]

B. NJDOE Guidance – Key Subject Area 2 – Leadership and Planning

1. Scheduling

- a. The school district’s Plan must account for resuming in-person instruction and shall provide steps to shift back to virtual learning models if circumstances change and in-person instruction guidelines can no longer be followed.



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- b. The school district's Plan accommodates opportunities for both synchronous and asynchronous instruction, while ensuring requirements for a 180-day school year are met.
- c. The school district recognizes special populations will require unique considerations to ensure the continuity of learning as well as the health and safety of students and staff within the least restrictive environment.
  - (1) Special Education and English Language Learners (ELL)
    - (a) The school district shall provide educators with professional development to best utilize the accessibility features and accommodations tools made available through technology-based formats in accordance with this Policy.
    - (b) The school district shall continue to ensure students receive individualized supports that meet the requirements of the IEP and 504 Plans.

[See Policy Guide 1648 – Appendix N for the protocols/procedures for “Scheduling of Students” which is also included in the school district's Restart and Recovery Plan.]

## 2. Staffing

- a. The school district shall comply with all applicable employment laws when making staffing and scheduling requirements, including, but not limited to, the Americans Disabilities Act (ADA), the Health Insurance Portability and Accountability Act (HIPPA), and all applicable State laws.



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- b. As the school district adjusts schedules, teaching staff members must maintain quality instruction for students pursuant to the minimum requirements set forth in NJDOE regulation.

[See Policy Guide 1648 – Appendix O for the protocols/procedures for “Staffing” which is also included in the school district’s Restart and Recovery Plan.]

C. NJDOE Guidance – Key Subject Area 3 – Policy and Funding

1. School Funding

a. Purchasing

The school district may likely need to purchase items not needed in the past and may experience increased demand for previously purchased goods and services to implement the Plan. The school district shall continue to comply with the provisions of the “Public School Contracts Law”, N.J.S.A. 18A:18A-1 et seq.

b. Use of Reserve Accounts, Transfers, and Cashflow

The school district shall apply for the approval from the Commissioner of Education, prior to performing certain budget actions, such as withdrawing from the emergency reserve account or making transfers that cumulatively exceed ten percent of the amount originally budgeted.

c. Costs and Contracting

The school district shall follow all New Jersey State laws and regulations applicable to local school districts for purchasing when procuring devices and connectivity or any technology related item.



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D. NJDOE Guidance – Key Subject Area 4 – Continuity of Learning

1. Ensuring the Delivery of Special Education and Related Services to Students with Disabilities

- a. The school district shall continue to meet their obligations to students with disabilities to the greatest extent possible.

2. Professional Learning

- a. The school district shall prepare and support teaching staff members in meeting the social, emotional, health, and academic needs of all students throughout the implementation of the Plan.

(1) Professional Learning

- (a) The school district shall grow each teaching staff member's professional capacity to deliver developmentally appropriate standards-based instruction remotely.

(2) Mentoring and Induction

- (a) The school district shall ensure:
- (i) All novice provisional teachers new to the district be provided induction;
  - (ii) One-to-one mentoring is provided to novice provisional teachers by qualified mentors;
  - (iii) Mentors can provide sufficient support and guidance to novice provisional teachers working in a remote environment;



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(iv) Mentoring is provided in both hybrid and fully remote learning environments and that mentors and provisional teachers will agree upon scheduling, structure, and communication strategies they will use to maintain the mentoring experience; and

(v) The use of online collaborative tools for school staff to remain connected to other mentors, new teachers, and administrators to maintain a sense of communal support.

(3) Evaluation

(a) The school district has considered the requirements and best practices with provisional status teachers, nontenured educators, and those on Corrective Action Plans (including extra observations, extra observers, assuring more frequent feedback and face-to-face).

3. Career and Technical Education (CTE)

a. The school district shall implement innovative learning models for new learning environments regarding CTE.

b. Quality CTE Programs

The school district shall ensure students have access to appropriate industry-recognized, high-value credentials.



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c. Work-Based Learning

The school district will ensure students are provided the opportunity to participate in safe work-based learning, either remotely (simulations, virtual tours, etc.) or in-person.

New Jersey Department of Education “The Road Back – Restart and Recovery Plan for Education”

Memorandum – New Jersey Governor and Department of Education – Conditions for Learning – Health and Safety – August 3, 2020

Adopted: 14 December 2020



## Appendices

The provisions of the attached Appendices A, B, C, D, E, H, J, N, O, and P from the district's Restart and Recovery Plan are included in Policy 1648.

## Appendix A

### Critical Area of Operation #1 - General Health and Safety Guidelines

This school district should include in Appendix A the locally developed protocols addressing the anticipated minimum standards as required by the NJDOE Guidance and referenced in the Board's Plan – Section A.1.a., including, but not limited to:

- a. Protocol for All Staff and Students
  1. All staff and students will be required to follow CDC guidelines for prevention that promote everyday protective measures which include, but are not limited to:
    - Use of Cohorting
    - Mask Wearing
    - Social Distancing
    - Proper Hand washing, and other proper hygiene practices
  2. All staff and students with their parents will complete the COVID-19 Questionnaire daily prior to entering buses or buildings. The questionnaire is completed through the rSchool Today app.
  3. Any student who arrives at school without a daily completed COVID-19 Questionnaire will be screened by the school nurse.
  4. Infection Control Training for staff and students will be provided within the first week of school.
  5. Isolation rooms in each school will be utilized for quarantining any staff/students exhibiting any symptoms.
- b. Protocol for at An-increased Risk Staff Members
  1. Staff members are permitted to submit documentation substantiating an accommodation must be made under Section 504 under the Rehabilitation Act.



- c. Protocol for At-increased Risk Students
  - 1. Students who are determined to be at an increased risk have the option to remain virtual.
  - 2. Any parent who would like, may have their child remain virtual, as directed by the Governor's Office.
  
- d. Procedures for Monitoring Health of Students and Staff
  - 1. Superintendent will consult local health officials weekly.
  - 2. Absentee/Health Reports from school nurses will be submitted to the Central Office and reviewed weekly to identify any trends in data.
  - 3. Central Office will review absentee data daily to identify any immediate concerns.
  
- e. Protocols for a Suspected Case of COVID-19
  - 1. If students exhibit symptoms related to COVID-19 during the school day, they will be sent to the school nurse and placed in an isolation room. Parents of students will be contacted immediately, and students will be sent home.
  - 2. Students who have had close contact with an individual who exhibited symptoms will be monitored and parents will be notified of such possible exposure.
  - 3. The staff member who has had close contact with an individual who has exhibited symptoms will be notified and self-monitor.
  
- f. Protocol For Confirmed Case of COVID-19
  - 1. Students who have had close contact with an individual who tested positive for COVID-19 will be required to self-quarantine for fourteen (14) days. Parents will be notified of such exposure and quarantining protocols.
  - 2. The CDC recommends that students/staff can return after at least ten (10) days since symptoms first appeared unless they receive a negative test and after at least 24 hours with no fever without fever-reducing medication.
  - 3. The staff member (if exhibiting no debilitating symptoms) who has had close contact with an individual who tested positive for COVID-19 will be quarantined for fourteen (14) days and may teach virtually with a substitute monitoring the in-person cohort of students.



## Appendix B

### Critical Area of Operation #2 - Classrooms, Testing, and Therapy Rooms

This school district should include in Appendix B the locally developed protocols addressing the anticipated minimum standards as required by the NJDOE Guidance and referenced in the Board's Plan – Section A.1.b., including, but not limited to:

- a. Social Distancing in Instructional and Non-Instructional Rooms
  1. Classrooms will be designed to afford students with six (6) feet of personal space, but when not feasible, a minimum of three (3) feet will be maintained.
  2. Instructional supplies/manipulatives will be used individually by students (either as a part of their personal supplies or kits provided by the district).
    - a. In the event that instructional supplies must be used by more than one student, the supplies will either be sanitized between uses or will be left unused for no less than three (3) days.
  3. When appropriate, and weather and space allows, outdoor areas on school property may be utilized to support instruction and learning.
- b. Procedures for Hand Sanitizing/Washing
  1. Students will learn about proper handwashing techniques and infection control within the first week of school.
  2. Handwashing and other proper infection control protocols will be encouraged at all grade levels. Students will wash their hands or use hand sanitizer a minimum of four (4) times throughout the day, including upon entering and leaving the classroom, before eating a snack, and before and after bathroom use.



## Appendix C

### Critical Area of Operation #3 – Transportation

This school district should include in Appendix C the locally developed protocols addressing the anticipated minimum standards as required by the NJDOE Guidance and referenced in the Board’s Plan – Section A.1.c., including, but not limited to:

- a. Student Transportation
  1. Our buses will be completely sanitized daily and in between runs, when possible. The buses will be sanitized using electrostatic sprayers which disperse a very fine disinfecting mist.
  2. Air purifiers on all busses will sanitize airflow through the use of ultraviolet filtration.
  
- b. Social Distancing on School Buses
  1. Student populations on all busses will attempt to be limited and provide for appropriate social distancing, but have the potential to be seated up to maximum capacity to mirror the population increases in schools as the district changes phases of return.
  2. All students and drivers must wear masks when being transported.
  3. Students will be assigned seats. Bus drivers will maintain seating charts. Seats will be numbered, and unused seats will be marked.



## Appendix D

### Critical Area of Operation #4 - Student Flow, Entry, Exit, and Common Areas

This school district should include in Appendix D the locally developed protocols addressing the anticipated minimum standards as required by the NJDOE Guidance and referenced in the Board's Plan – Section A.1.d., including, but not limited to:

- a. Location of Student and Staff Screening
  1. All screenings are required to be completed prior to building entry. Parents of students and staff members are required to complete the daily COVID-19 Questionnaire prior to arrival to school. This will be available through the Genesis Parent Portal.
  2. Parents will be contacted to verify health status for any student who arrives at school without a completed COVID-19 Questionnaire.
  
- b. Social Distancing in Entrances, Exits, and Common Areas
  1. Proper signage will designate flow of foot traffic in entrances, exits, common areas, and hallways.
  2. Face coverings/masks will be worn when social distancing cannot be adhered to, during all arrivals/dismissals, in hallways, in bathrooms, and during any activity in classrooms.
  3. Out of an abundance of caution, students will not be permitted to use hallway or athletic room lockers until further notice.



## Appendix E

### Critical Area of Operation #5 - Screening, PPE, and Response to Students and Staff Presenting Symptoms

This school district should include in Appendix E the locally developed protocols addressing the anticipated minimum standards as required by the NJDOE Guidance and referenced in the Board's Plan – Section A.1.e., including, but not limited to:

- a. Screening Procedures for Students and Staff
  1. Daily questionnaires must be completed by parents of students and staff members prior to entering the buildings.
  
- b. Protocols for Symptomatic Students and Staff
  1. Students and Staff members that present with symptoms at work will be sent to the designated isolation rooms in each of the respective buildings. Parents of students will be contacted and students with symptoms will be sent home to self monitor. Staff members with symptoms will also be sent home to self monitor.
  
  2. Based on guidelines from the CDC, individuals must be symptom-free for a minimum of 24 hours without use of fever reducing medication before returning to the building.
  
- c. Protocols for Face Coverings
  1. Face coverings must be worn during arrivals/dismissals, in hallways, in bathrooms and during any activity in classrooms.
  
  2. Face coverings must be worn any time social distancing cannot be maintained.
  
  3. When social distancing cannot be maintained, face covering breaks may be provided at the discretion of the classroom teacher or supervising adult.



## Appendix H

### Critical Area of Operation #8 – Meals

This school district should include in Appendix H the locally developed protocols addressing the anticipated minimum standards as required by the NJDOE Guidance and referenced in the Board's Plan – Section A.1.h.

a. Meal Distribution

1. Grab and Go Meals will be available to all students. Meals must be pre-ordered using the online form unless otherwise directed by the district administration. Meals will be available to any students.
2. A limited healthy and balanced menu will be provided.
3. Students may be permitted to eat lunch in the cafeteria under observation of a supervising adult and with adherence to health and safety protocols, as may be determined for each school building.
4. An additional meal will be provided to students for their virtual instruction day if it is requested or if a student is eligible for free and reduced options.



## Appendix J

### Critical Area of Operation #10 - Field Trips, Extra-Curricular Activities, and Use of Facilities Outside of School Hours

This school district should include in Appendix J the locally developed protocols addressing the anticipated minimum standards as required by the NJDOE Guidance and referenced in the Board's Plan – Section A.1.j.

1. There will be no field trips approved for the fall and winter of the 2020-2021 school year.
2. Middle School sports have been cancelled for the fall of the 2020-2021 school year, but will run in accordance with the most applicable Executive Order.
3. The feasibility of conducting extra-curricular activities will be considered based upon the ability to follow CDC guidelines.
4. Facilities will not be available to be used by outside organizations for the fall 2020, but usage after November 1, 2020, will be reviewed by the Superintendent on a case-by-case basis with a determination made in accordance with current health trends. However, the use by high school athletics may continue as per current directives from NJSIAA guidelines and phase requirements.



## Appendix N

### Scheduling of Students

This school district should include in Appendix N the locally developed protocols addressing the anticipated minimum standards as required by the NJDOE Guidance and referenced in the Board's Plan – Section B.3., including, but not limited to:

a. School Day

Initial reopening of schools in September 2020 will follow a schedule that has Mondays as virtual live/asynchronous for all staff and students which will allow for deep cleaning of buildings in preparation for the following week's in-person instruction. Staff will be permitted to be on school grounds on Mondays for the purposes of preparing and/or delivering instruction.

In-person instruction will have approximately 50% of the school population in every other day (Blue and Gold cohorts) for a minimum day. Provisions will be made for students when they are not in-person to receive instructional experiences that are virtually synchronous and asynchronous.

If/when pandemic health trends improve and the potential to increase the instructional model presents itself, one of the following options will be utilized prior to moving back to a typical learning environment:

1. Full Day In-Person approximately 50% population twice a week- Blue/Gold cohort rotation with Virtual Mondays
2. Full student population 4 hours a day- Blue/Gold days with Virtual Mondays

With the inception of Phase II commencing on November 16, 2020, parents will still retain the option to have their child attend as a fully virtual student, but in-person hybrid students will attend as follows:

- (1) K - 12 will maintain virtual Mondays as were utilized in Phase I. Virtual Mondays will be revisited for continuation after January 1, 2021.
- (2) K - 8 students will attend four (4) hour days on the same time frame as Phase I with 100% of the in-person population attending Tuesday - Friday.

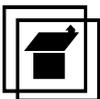


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- (3) 9 - 12 students will attend following typical school hours for a full day with 50% of the in-person population (maintaining the Blue and Gold cohorts) with the non-attending cohort being streamed into the classroom virtually.
  - (a) Blue will attend Tuesday and Thursday and be streamed on Wednesday and Friday
  - (b) Gold will attend Wednesday and Friday and be streamed on Tuesday and Thursday.

b. Educational Program

The educational program will continue to follow the Board approved curriculum sequence with a focus on the progression of NJSLs. The Roxbury School District is planning on running all programs and courses at all levels. Provisions have been made to also identify and resolve instructional gaps that may have occurred in the curriculum sequence based on the fully virtual experience during the spring of 2020. Instructional gaps continue to be monitored by district administration so the curriculum sequence can be adjusted if/when necessary.



## Appendix O

### Staffing

This school district should include in Appendix O the locally developed protocols addressing the anticipated minimum standards as required by the NJDOE Guidance and referenced in the Board's Plan – Sections B.4., B.5., and B.6.

#### 1. Staffing

- a. Staffing will be dependent upon the survey results of students and staff which will provide us with information on the health restrictions of staff and the option available to students to attend our hybrid in-person instruction, remain fully on virtual instruction, or select homeschooling.

#### 2. Evaluations

- a. Educator Evaluations will align with the Board of Education approved method and will be developed through articulation between District Administration and the Roxbury Education Association. It will follow the number of observation requirements as outlined in ACHIEVENJ and will be modified to hold teachers accountable for all instruction expectations.
- b. Support Staff Evaluations will be conducted as usual.
- c. Evaluation of administration will align with the Board of Education approved method and will represent singular events as well as a retrospective of events over a period time.

#### 3. Assignments

- a. Staff assignments may be subject to change depending on the educational needs of students.

#### 4. Professional Learning

- a. will not include any out-of-district in-person professional development. Professional learning may continue online.

#### 5. Professional Development Plans

- a. will reflect personal needs for enhancing online instruction.

#### 6. Substitutes

- a. to the greatest extent possible, will be limited to covering a maximum of two (2) buildings.



## Appendix P

### Athletics

This school district should include in Appendix P the locally developed protocols addressing the anticipated minimum standards as required by the NJDOE Guidance and referenced in the Board's Plan – Section B.7.

1. Athletics will follow NJSIAA guidelines.
2. Phase I Summer Workouts for high school sports will include:
  - cheerleading
  - volleyball
  - football
  - soccer
  - tennis
  - cross country
  - gymnastics
3. Summer Workouts include the following protocols:
  - daily health screenings
  - pods of 10 athletes
  - outside activity only
  - aerobic activity only
  - limited time for workout sessions 60 minutes
4. Middle School Fall Sports are cancelled.
5. As per NJSIAA:
  - September 14th begins official Fall practice
  - HS competition will start:
    - September 28th - Girls' Tennis
    - October 1st - all other sports, except football
    - October 2nd - first Football game
6. Winter and Spring sports, if permitted, will operate following the latest applicable Executive Order and CDC guidelines.



EXHIBIT #P17 – SECOND READING

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**M**

## 1648.02 REMOTE LEARNING OPTIONS FOR FAMILIES

On July 24, 2020, the New Jersey Governor and the Commissioner of Education published a supplemental guidance document titled “Clarifying Expectations Regarding Fulltime Remote Learning Options for Families 2020-2021” as a result of the COVID-19 pandemic. This supplemental guidance includes an additional “anticipated minimum standard,” as this phrase is used throughout “The Road Back: Restart and Recovery Plan for Education” (NJDOE Guidance). This additional “anticipated minimum standard” provides that, in addition to the methods and considerations explicitly referenced in the NJDOE Guidance for scheduling students for in-person, remote, or hybrid learning, families/guardians (hereinafter referred to as “parents”) may submit, and school districts shall accommodate, requests for full-time remote learning.

Requests for full-time remote learning may include any service or combination of services that would otherwise be delivered to students on an in-person schedule, which may be a hybrid schedule, such as instruction, behavioral and support services, special education, and related services. A parent may request some services be delivered entirely remotely, while other services follow the same schedule they otherwise would according to the provisions in the school district’s Restart and Recovery Plan (Plan) and Policy 1648.

A parent may contact the Principal or designee of the building the student would attend with any questions on: a request to transition from in-person services to full-time remote learning; a request to transition from full-time remote learning to in-person services; the procedures of this Policy; and/or any other information regarding the school district’s Plan and Policy 1648.

To ensure clarity and consistency in implementation of full-time remote learning, the Board of Education adopts this Policy that addresses the following:

- A. Unconditional Eligibility for Full-time Remote Learning
  - 1. All students are eligible for full-time remote learning.



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- a. Eligibility for full-time remote learning cannot be conditioned on a parent demonstrating a risk of illness or other selective criteria.
- b. Unconditional eligibility for full-time remote learning includes students with disabilities who attend in-district schools or receiving schools (county special services school districts, educational services commissions, jointure commissions, Katzenbach School for the Deaf, regional day schools, college operated programs, and approved private schools for students with disabilities).

B. Procedures for Submitting Full-time Remote Learning Requests

1. A parent may request a student receive full-time remote learning from the school district by submitting a written request to the Principal of the school building their child would attend. The written request should be provided to the Principal at least seven (7) calendar days before the student is eligible to commence full-time remote learning in accordance with B.2. below.
2. The student may only begin full-time remote learning
  - at the beginning of a marking period, or
  - within seven (7) school days after receiving written approval of the Principal or designee if such a change is reasonable and possible given class size and schedule.
3. The written request for the student to receive full-time remote learning shall include:
  - a. The student's name, school, and grade;



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- b. The technology the student will be using to receive full-time remote learning, including the student's connectivity capabilities, including any potential internet connectivity concerns;
  - c. A request for any service or combination of services that would otherwise be delivered to the student on an in-person or hybrid schedule, such as instruction, behavioral and support services, special education, and related services;
  - d. For students with disabilities, the school district staff will determine if an Individualized Education Plan (IEP) meeting or an amendment to a student's IEP is needed for full-time remote learning; and
  - e. Any additional information the Principal or designee requests to ensure the student, when receiving remote learning, will receive the same quality and scope of instruction and other educational services as any other student otherwise participating in school district programs.
    - (1) The documentation required by the school district to be provided in the parent's request for full-time remote learning shall not exclude any students from the school district's full-time remote learning option, but rather be limited to the minimum information needed to ensure proper recordkeeping and implementation of successful remote learning.
4. Upon receiving the written request, the Principal or designee may request additional information from the parent to assist the Principal or designee in providing the student the same quality and scope of instruction and other educational services as any other student otherwise participating in school district programs.
5. The Principal or designee will review the written request and upon satisfaction of the procedures outlined in this Policy, the Principal or designee will provide written approval of the parent's request for full-time remote learning.



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- a. In the event the request does not satisfy the procedures outlined in this Policy, the Principal or designee will notify the parent in writing of the issues that need to be addressed by the parent to satisfy the procedures outlined in this Policy.
6. The Principal's written approval of the request shall be provided to the parent as soon as approved.
    - a. The written approval will include the date the remote learning program will commence for the student in accordance with B.2. above.
- C. Scope and Expectations of Full-Time Remote Learning
1. The scope and expectations of the school district's full-time remote learning program will include, but not be limited to, the following:
    - a. The length of the school day pursuant to N.J.A.C. 6A:32-8.3 and compliance with the Board's Attendance Policy and Regulation 5200; the provisions of the district's remote learning program outlined in the school district's Plan; and any other Board policies and regulations that govern the delivery of services to, and district expectations of, students participating in the remote learning program and their families;
    - b. The technology and the connectivity options to be used and/or provided to the student during remote learning; and
    - c. Any additional information the Principal or designee determines is needed to ensure the student, when receiving remote learning, will receive the same quality and scope of instruction and other educational services as any other student otherwise participating in school district programs (i.e. students participating in a hybrid model).



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- (1) This includes, for example, access to standards-based instruction of the same quality and rigor as afforded all other students of the district, the district making its best effort to ensure that every student participating in remote learning has access to the requisite educational technology, and the provision of special education and related services to the greatest extent possible.
      - d. The school district will endeavor to provide supports and resources to assist parents, particularly those of younger students, with meeting the expectations of the school district's remote learning option.
- D. Procedures to Transition from Full-Time Remote Learning to In-Person Services
  1. A parent may request their student transition from full-time remote learning to in-person services, if in-person services are being provided, by submitting a written request to the Principal of the building the student will attend. This request should be submitted at least seven (7) calendar days before the student is eligible for in-person services.
  2. A student is only eligible to transition from full-time remote learning to in-person services commencing
    - at the beginning of a marking period, or
    - within seven (7) school days after receiving written approval of the Principal or designee if such a change is reasonable and possible given class size and schedule.



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3. The written request from the parent for the student to transition from full-time remote learning to in-person services shall include:
  - a. The student's name, school, and grade;
  - b. The in-person program may only commence for a student transitioning from full-time remote learning to in-person services in accordance with D.2. above; and
  - c. Any additional information the Principal or designee determines would be important on the student's transition from full-time remote learning to in-person services.
4. A student previously approved for remote learning wanting to transition into the school district's in-person program must spend at least
  - one marking period in remote learning before being eligible to transition into the school district's in-person program, or
  - Seven (7) school days in remote learning before being eligible to transition into the school district's in-person program if a schedule/class change is possible mid-marking period or trimester.
  - a. This will allow parents to make the arrangements needed to effectively serve students' home learning needs and will support educators in ensuring continuity of instruction for the student.
5. The Principal or designee will review the request for compliance with this Policy, and upon satisfaction of the procedures in this Policy, will provide the parent of the student a written approval of the student entering the school district's in-person program.



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- a. In the event the request does not satisfy the procedures outlined in this Policy, the Principal or designee will notify the parent in writing of the issues that need to be addressed by the parent to satisfy the procedures outlined in this Policy.
6. Upon approval of the student's transition from full-time remote learning to in-person services, the school district will provide specific student and academic services to better assist parents anticipate their student's learning needs and help educators maintain continuity of services.
  7. School districts that offer Pre-K will consult their Pre-K curriculum providers regarding appropriate measures to assess a Pre-K student's learning progress during the transition from full-time remote learning to in-person learning.
- E. Reporting
1. To evaluate full-time remote learning, and to continue providing meaningful guidance for school districts, it will be important for the New Jersey Department of Education (NJDOE) to understand the extent and nature of demand for full-time remote learning around the State.
    - a. The school district will be expected to report to the NJDOE data regarding participation in full-time remote learning. Data will include the number of students participating in full-time remote learning by each of the following subgroups: economically disadvantaged; major racial and ethnic groups; students with disabilities; and English learners.
- F. Procedures for Communicating District Policy with Families
1. The school district will have clear and frequent communication with parents, in their home language, to help ensure this important flexibility is as readily accessible as possible. Communication must include, at a minimum, information regarding:



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- a. Summaries of, and opportunities to review, the school district's full-time remote learning Policy/Plan;
  - b. Procedures for submitting full-time remote learning requests in accordance with B. above;
  - c. Scope and expectations of full-time remote learning in accordance with C. above;
  - d. The transition from full-time remote learning to in-person services and vice-versa in accordance with B. and D. above; and
  - e. The school district's procedures for ongoing communication with families and for addressing families' questions or concerns.
- G. Home or Out-of-School Instruction
1. No provision of this Policy supersedes the district's requirements to provide home or out-of-school instruction for the reasons outlined in N.J.S.A. 18A, N.J.A.C. 6A, or any applicable Board policy unless determined otherwise by the Superintendent or designee.

[See the District's Restart and Recovery Plan – Appendix Q for the protocols/procedures for “Remote Learning Options for Families” which is outlined in the school district's Restart and Recovery Plan.]

New Jersey Department of Education Guidance Document:  
“Clarifying Expectations Regarding Fulltime Remote Learning  
Options for Families 2020-2021”

Adopted: 14 December 2020



# POLICY

EXHIBIT #P18 – SECOND READING

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## 1648.03 RESTART AND RECOVERY PLAN – FULL-TIME REMOTE INSTRUCTION

On June 26, 2020, the New Jersey Department of Education published “The Road Back - Restart and Recovery Plan for Education” (NJDOE Guidance), a guidance document for reopening New Jersey schools during the COVID-19 pandemic. The Guidance, including revisions, provided school officials with the information necessary to ensure that schools reopen safely and are prepared to accommodate staff and students’ unique needs during these unprecedented times. The NJDOE Guidance required school districts to develop, in collaboration with community stakeholders, a “Restart and Recovery Plan” (Plan) to reopen schools that best fit the district’s local needs.

The NJDOE Guidance requires the Board of Education to adopt certain policies and the Board adopted Policies 1648 and 1648.02 to address these policy requirements. Board policies related to Covid-19 shall only be effective through the current COVID-19 pandemic and will take precedence over any existing Policy on the same or similar subject, unless determined otherwise by the Superintendent.

On August 13, 2020, the Governor of New Jersey signed Executive Order 175 indicating public school districts shall resume partial or full-time in-person instruction during the fall of school year 2020-2021. However, Executive Order 175 also indicates public school districts that are or become unable to satisfy the health and safety requirements for in-person instruction delineated in the NJDOE’s “Checklist for Re-Opening of School 2020-2021” and detailed in the “The Road Back - Restart and Recovery Plan for Education” Guidance, may provide full-time remote instruction to all students pursuant to N.J.S.A. 18A:7F-9.

Public school districts that determine they cannot provide in-person instruction must submit documentation to the Department of Education that identifies:

1. The school building(s) or grade level(s) within the district that will provide full-time remote instruction;



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2. The specific health and safety standards delineated in the NJDOE’s “Checklist for Re-Opening of School 2020-2021,” and detailed in the “The Road Back - Restart and Recovery Plan for Education” Guidance, that the school is unable to satisfy;
3. The school’s anticipated efforts to satisfy the identified health and safety standard(s); and
4. A date by which the school anticipates the resumption of in-person instruction.

Such documentation must be submitted to the Department of Education as soon as reasonably possible.

The NJDOE, by way of the Executive County Superintendent, shall request periodic updates from the Superintendent of Schools of a public school district offering only remote instruction to demonstrate the school district is actively engaged in good-faith efforts toward the resumption of in-person instruction.

All instruction, whether in-person instruction or remote instruction, for the 2020-2021 year, shall adhere to the following requirements, and any other requirements imposed by Order, statute, or regulation:

1. A school day, whether in-person or remote must consist of at least four (4) hours of active instruction to students by an appropriately certified teacher, except that one continuous session of two and one-half hours may be considered a full day in Kindergarten, pursuant to N.J.A.C. 6A:32-8.3.
2. District and school policies for attendance and instructional contact time will need to accommodate opportunities for both synchronous and asynchronous instruction, while ensuring the requirements for a 180-day school year are met pursuant to N.J.S.A. 18A:7F-9.
3. All instructional time shall be provided in accordance with the New Jersey Student Learning Standards (NJSLS).



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Executive Order 175 – August 13, 2020

Adopted: 14 December 2020

