

**DISTRICT OF ROXBURY TOWNSHIP  
BOARD OF EDUCATION  
APRIL 26, 2021  
REGULAR MEETING AGENDA**

**LINCOLN ROOSEVELT SCHOOL  
34 North Hillside Avenue, Succasunna, NJ 07876**

CALL TO ORDER: 6:30 P.M.

PUBLIC SESSION: 7:30 P.M.

**SPEAKER REQUEST AT BOARD OF EDUCATION MEETINGS**

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

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 April 26, 2021 regarding personnel matters, student matters, negotiations and attorney client privilege.

**IV. PUBLIC SESSION**

**V. PLEDGE OF ALLEGIANCE**

April 26, 2021

VI. PRESENTATIONS

1. Budget Presentation - Loretta Radulic and Joseph Mondanaro
2. Roxbury Resilience Celebration #1

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 Regular Meeting of April 12, 2021
2. Minutes of the Executive Session of April 12, 2021

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 1-26)**

*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 April 2021 bills list totaling \$4,149,513.85 as presented.

TRANSFERS

- \*2. RESOLVED, that the Roxbury Township Board of Education approve the March 2021 list of transfers between accounts as presented. Approval by the County Office is not required except as noted on the list.

SECRETARY'S REPORT

- \*3. RESOLVED, that the Roxbury Township Board of Education approve the Board Secretary's Report for March 2021.

TREASURER'S REPORT

- \*4. RESOLVED, that the Roxbury Township Board of Education approve the Treasurer's Report for March 2021.

MONTHLY FINANCIAL CERTIFICATION OF THE BOARD SECRETARY AND BOARD OF EDUCATION

- \*5. RESOLVED, that the Roxbury Township Board of Education, pursuant to N.J.S.A. 18A:19-4, does certify that no line item account has encumbrances and expenditures which in total exceed the line item appropriation, and

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 18A:17-9 and N.J.S.A. 18A:17-36, after review of the Board Secretary's and Treasurer's monthly financial reports for the month of March 2021 that no major accounts and fund balances in the 2020/2021 budget have been over expended and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year.

STUDENT ACTIVITY ACCOUNTS

- \*6. RESOLVED, that the Roxbury Township Board of Education approve the Student Activity Accounts monthly bills lists for the month of March 2021 as follows:

Roxbury High School	\$12,860.07	Franklin School	\$305.51
Athletics	\$2,238.00	Kennedy School	\$0.00
Eisenhower Middle School	\$0.00	Jefferson School	\$0.00
Lincoln Roosevelt School	\$0.00	Nixon School	\$0.00

TRAVEL REQUESTS

- \*7. RESOLVED, that the Roxbury Township Board of Education approve unavoidable travel costs as presented which are educationally necessary and fiscally prudent and are related to and within the scope of the employee's current responsibilities and promotes the delivery of instruction or 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	Riffel, Peter	NJSBA Spring Education Symposium	4	Virtual	05/12/2021 05/13/2021	\$50.00	\$50.00

2	Mosher, Michael	NJASP Spring Conference	4	Virtual	5/14/2021	\$195.00	\$195.00
3	Banes, Christopher	NJ Electrical Qualified Journeyman - 2020 NEC Changes & NJ Law	4	Virtual	5/18/2021 5/20/2021	\$195.00	\$195.00
4	Izzo, Steve	NJ Electrical Qualified Journeyman - 2020 NEC Changes & NJ Law	4	Virtual	5/18/2021 5/20/2021	\$195.00	\$195.00
5	Mann, Monica	NJACAC Annual Conference	4	Virtual	5/24/2021 5/25/2021	\$79.00	\$79.00
6	Mondanaro, Joseph	NJASBO 2021 Conference	4	Virtual	6/9/2021 6/10/2021 6/11/2021	\$150.00	\$150.00

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.

**ADOPTION OF THE FINAL BUDGET AS APPROVED BY THE EXECUTIVE COUNTY SUPERINTENDENT**

**Roxbury Township Board of Education  
Adoption of the Final Budget for School Year 2021-2022**

- \*8. RESOLVED, that the Roxbury Township Board of Education approve the 2021-2022 school district budget as follows:

	General Fund	Special Revenues	Debt Service	Total
2021-2022 Total Expenditures	\$79,272,086	\$1,406,126	\$1,705,000	\$82,383,212
Less: Anticipated Revenues	\$20,502,623	\$1,406,126		\$21,908,749
Taxes to be Raised	\$58,769,463		\$1,705,000	\$60,474,463

**TUITION RATES - 2021/2022 SCHOOL YEAR**

- \*9. RESOLVED, that the Roxbury Township Board of Education approve the following annual tuition rates for students attending the Roxbury Township School District from other districts or at the request of parents for the 2021/2022 school year.

Preschool - Kindergarten	\$15,190	Autism	\$49,061
Grades 1-5	\$16,392	Multiple Disabled	\$39,316
Grades 6-8	\$16,419	Behavioral Disabilities	\$28,349
Grades 9-12	\$18,077	Preschool Disability FT	\$20,000
Learning/Language Disabilities (LLD)	\$29,453		

**CONTRACTS**

- \*10. RESOLVED, that the Roxbury Township Board of Education approve a contract with the Educational Services Commission of Morris County to provide the Professional Support/Non-Public services as listed below. The term of this contract is July 1, 2021 to June 30, 2022.

Professional Support Services  
Non-public Nursing Services  
Chapter 192/193  
Non-public IDEA-B Services

- \*11. RESOLVED, that the Roxbury Township Board of Education approve the 2021-2022 Joint Transportation Agreement with the Educational Services Commission of Morris County. The Commission agrees to transport public, nonpublic and special education pupils on established routes as assigned in writing by the Board for each day that school is in session during the 2021/2022 school year.
- \*12. RESOLVED, that the Roxbury Township Board of Education approve a contract with the Sussex County Regional Transportation Cooperative to provide the services to coordinate transportation of students to special education schools along established routes to specific destinations in order to attempt to achieve the maximum cost effectiveness. The cost of this contract shall be an amount equal to 3.0% of the Roxbury Township Board of Education's actual cost paid for transportation of special education school to specific destinations during the 2021/2022 school year.
- \*13. RESOLVED, that the Roxbury Township Board of Education approve a contract with the Sussex County Regional Transportation Cooperative to provide the services to coordinate transportation of students to public schools and private schools along established routes to specific destinations in order to attempt to achieve the maximum cost effectiveness. The cost of this contract shall be an amount equal to 2.0% of the Roxbury Township Board of Education's actual cost paid for transportation of private and public school students to specific destinations during the 2021/2022 school year.
- \*14. RESOLVED, that the Roxbury Township Board of Education approve a contract with the Sussex County Regional Transportation Cooperative to provide the services to coordinate transportation of students to Athletic and Field Trip schools along established routes to specific destinations in order to attempt to achieve the maximum cost effectiveness. The cost of this contract shall be an amount equal to 4.0% of the Roxbury Township Board of Education's actual cost paid for transportation of students to Athletic and Field Trips to specific destinations during the 2021/2022 school year.

SHARED SERVICE AGREEMENT - FUEL DEPOT

- \*15. RESOLVED, that the Roxbury Township Board of Education approve an agreement with the Township of Roxbury for the shared service use of the Board of Education fuel depot. This agreement is effective May 1, 2021 for a term of seven (7) years. The Township agrees to contribute toward the following costs on a quarterly basis: fuel additives, system testing, system repairs, and clerical overtime required for system administration. The Township's contribution shall not exceed 50% of such costs as certified to the Township by the Board.

RENEWAL OF MEMBERSHIP IN THE MORRIS COUNTY COOPERATIVE PRICING COUNCIL

- \*16. WHEREAS, the Morris County Cooperative Pricing Council ("MCCPC") was created in 1974 to conduct a voluntary cooperative pricing system with municipalities, boards of education, and other public bodies located in the County of Morris and adjoining counties; and

WHEREAS, the purpose of the MCCPC is to provide substantial savings on various goods and services to its members through the cooperative public bidding process; and

WHEREAS, the Roxbury Township Board of Education desires to enter into an Agreement with the MCCPC, which is administered by Randolph Township as Lead Agency, to renew its membership in the MCCPC for the period of October 1, 2021 through September 30, 2026.

BE IT RESOLVED by the Roxbury Township Board of Education, County of Morris, State of New Jersey as follows:

1. The Board President of the Roxbury Township Board of Education hereby authorizes the execution of an Agreement with the Morris County Cooperative Pricing Council by the Township of Randolph as Lead Agency dated October 1, 2021, pursuant to N.J.S.A. 40A:11-11(5). Said Agreement is for renewal of membership in the MCCPC for a five (5) year period from October 21, 2021 through September 30, 2026.
2. The Roxbury Township Board of Education Business Administrator/Board Secretary is hereby directed to submit a copy of this adopted Resolution, along with an executed Agreement, to Randolph Township as Lead Agency of the MCCPC.
3. The Resolution shall take effect immediately upon final passage according to law.
4. All appropriate Roxbury Township Board of Education officials are authorized and directed to perform all required acts to affect the purpose of this Resolution.

APPROVAL OF PURCHASE

- \*17. RESOLVED, that the Roxbury Township Board of Education approve the purchase from Nickerson Corporation, PO Box 5751, 11 Moffitt Boulevard, Bay Shore, NY of science labs casework and equipment for Roxbury High School. This purchase is being made through the Educational Services Commission of NJ Contract #MRESC 20/21-01 in the total amount of \$72,446.84 and is being funded from the Capital Reserve.
- \*18. RESOLVED, that the Roxbury Township Board of Education approve the purchase from Petro Mechanics, Inc. 18 Prices Lane, Lafayette, NJ of Tank/Fuel Island upgrades at Roxbury High School, 3 Bryant Drive, Succasunna, NJ. This purchase is being made through State Contract #T0849/PO #42265 in the total amount of \$158,850.00. The Township of Roxbury will contribute 50% of the total cost toward this purchase. The Board of Education contribution of 50% is being funded from the Capital Reserve.

PAYMENT APPLICATION

19. RESOLVED, that the Roxbury Township Board of Education approve the following payment to the following contractor:

Contractor	Project	Payment No.	Amount
Panoramic Window & Door Systems, Inc.	Window Replacement at Eisenhower M.S.	3 (Final)	\$42,657.35

APPROVAL OF PROJECT PROPOSAL

20. RESOLVED, that the Roxbury Township Board of Education approve the provision of continuing architectural and engineering services by SSP Architectural Group, Board Architect, for the Partial Window Replacement at Roosevelt School. SSP Architectural Group will provide services as per the scope of services in their proposal dated April 5, 2021 for a lump sum fee of \$87,500.

AUTHORIZATION FOR SUBMISSION OF PROJECT AND LRFM MINOR AMENDMENT

21. RESOLVED, that the Roxbury Township Board of Education authorize submission of the Partial Window Replacement at Roosevelt School project to the New Jersey Department of Education for approval. This is an “other capital project” not seeking state funding.

AND BE IT FURTHER RESOLVED, that the Roxbury Township Board of Education approve a minor amendment to the Long Range Facilities Plan to include the Partial Window Replacement at Roosevelt School.

AUTHORIZATION FOR REQUEST FOR BIDS

22. RESOLVED, that the Roxbury Township Board of Education authorize the Business Administrator/Board Secretary to conduct a Request for Bid for the Partial Window Replacement at Roosevelt School project.

AWARD OF BID

23. A Notice to Bidders for the Partial Window Replacements at Kennedy and Nixon Elementary Schools Project was advertised in accordance with the provisions of the Public Contracts Law N.J.S.A. 18A:18A-21. Proposals were received, opened and read publicly at 10:00 a.m. on Wednesday, April 14, 2021 by the School Business Administrator at the Lincoln Roosevelt School Auditorium, 34 North Hillside Avenue, Succasunna, NJ as follows:

Bidders	Base Bid A-1	Alternate Bid A-1	Alternate Bid A-2	Alternate Bid A-3	Alternate Bid A-4
	Single Overall Lump Sum Bid	Window Stool Replacement (ADD)	Exterior Door Replacement (ADD)	Repoint and Replace Existing Damaged Brick (ADD)	Repoint Additional Brick Area (ADD)
American Architectural Window & Door 156 Woodport Road, Suite 1-A Sparta, NJ 07871	No Bid				
D&E Windows and Door, LLC 24 Cokesbury Road, Suite #1 Lebanon, NJ 08833	\$1,213,000	\$42,600	\$87,000	\$121,000	\$44,000
Panoramic Window & Door Systems, Inc. 712 Sergeantsville Road Stockton, NJ 08559	\$1,033,000	\$57,000	\$59,000	\$11,000	\$29,000
Premier Group, Inc. 306A Capitol Street Saddlebrook, NJ 07663	\$1,481,000	\$50,000	\$45,000	\$20,000	\$20,000
Pro Architectural LLC 30 Hamilton Road Newton, NJ 07860	\$1,300,000	\$47,000	\$86,000	\$17,000	\$50,000
Venus Tile & Marble LLC 1803 Route 12 Frenchtown, NJ 08825	No Bid				

RESOLVED, that the Roxbury Township Board of Education in conjunction with the recommendations of the Project Architect, SSP Architectural Group, 50 Division Street, Suite 503, Somerville, NJ, award the proposal for the Partial Window Replacements at Kennedy and Nixon Elementary Schools Project omitting Alternate Bid A-1 to the low

bidder, Panoramic Window & Door Systems, Inc., 712 Sergeantsville Rd, Stockton, NJ in the total bid amount of \$1,132,000.00. The project including architect fees to be funded by Capital Outlay.

BE IT FURTHER RESOLVED, that the award is being made in accordance with the terms of the Public Contracts Law and pending attorney review. The bid is available for review at the Board Office during regular business hours.

APPROVAL OF CHANGE IN USE OF EDUCATIONAL SPACE

24. RESOLVED, that the Roxbury Township Board of Education approve the Application for Change of Use of Educational Space for the 2020-2021 school year at the Eisenhower Middle School whereby the Office/Occupational Therapy Room will be changed for use as the EMS Zen Room. (Exhibit #F-1)

SALE OF SURPLUS EQUIPMENT

- \*25. 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 Local Finance Notice 2008-9.
  - (b) 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.
  - (c) The Roxbury Township Board of Education reserves the right to accept or reject any bid submitted.
  - (d) Property not sold thru auction shall, if possible, be recycled.
  - (e) The property to be sold includes the items listed in Exhibit #F-2

RESOLUTION URGING RELIEF FROM INCREASED COSTS TO SCHOOL DISTRICTS RESULTING FROM THE IMPLEMENTATION OF "CHAPTER 44," THE 2020 SCHOOL EMPLOYEE HEALTH BENEFITS REFORM LAW

- \*26. WHEREAS, P.L.2020, c.44 ("Chapter 44") requires the School Employees' Health Benefits Program (SEHBP) to offer plans, beginning on January 1, 2021, for medical and prescription benefits coverage including the New Jersey Educators Health Plan (NJEHP); as adopted and implemented by the School Employees' Health Benefits Commission; and

WHEREAS, Chapter 44 established reduced premium contributions for any employee who selects, or is placed into, the NJEHP as his or her health care coverage option; and

WHEREAS, The SEHBP applies to the following employers who elect to participate in the SEHBP: local school district, regional school district, county vocational school district, county special services school district, jointure commission, educational services commission, state operated school district, charter school; and

WHEREAS, The provisions of Chapter 44 also apply to these same employers even if they do not elect to participate in the SEHBP; and



WHEREAS, Many school districts had previously negotiated health benefit agreements with lower net costs compared to the plan design and cost-sharing requirements under “Chapter 44,” and/or have staff that previously declined coverage but now are choosing to enroll in the NJEHP due to its low employee cost-sharing provisions; and

WHEREAS, A significant number of school districts will experience a net increase in their health care costs because the NJEHP premiums are higher than the premiums for the collectively bargained plans previously offered by the district, which is further exacerbated by reduced employee contributions under Chapter 44; and

WHEREAS, Other school districts will experience a net increase in their overall health care costs even if the NJEHP premiums are lower than that of the previous plan offerings because the reduction in employee contributions will offset any overall premium savings, resulting in increased net costs to the district; and

WHEREAS, The low employee contribution requirements under NJEHP encourage employees who had previously waived or declined coverage to enroll thereby increasing the districts’ health benefit costs for the balance of fiscal year 2021, continuing into fiscal year 2022 and likely beyond; and

WHEREAS, These costs may exceed districts’ ability to address within their budgets owing to the limitations of the 2% property tax levy cap; and

WHEREAS, Chapter 44 was a well-intentioned proposal that aimed to generate hundreds of millions of dollars in savings for school districts, school employees and taxpayers; and

WHEREAS, While some school districts may indeed be realizing savings due to the provisions of Chapter 44, many are experiencing the opposite effect and witnessing an increase in their health care costs, which may result in cuts to critical programs, services and staff in order to balance their budgets; and

WHEREAS, Since Chapter 44 essentially froze the level of health benefits and employee contributions for the seven-year period following the law’s effective date, districts are unable to control cost increases through the traditional collective bargaining process; and

WHEREAS, It is incumbent upon the Legislature and Governor to address and correct the unintended financial consequences districts are experiencing due to Chapter 44 and ensure that all districts share in the anticipated savings.

NOW, THEREFORE, BE IT RESOLVED that the Roxbury Township Board of Education requests that the State Legislature and Governor provide relief from the increased health care costs experienced by school districts due to the implementation of Chapter 44; and be it further

RESOLVED, that relief from Chapter 44 should include direct, short-term assistance from the state to ensure that all school districts are held financially harmless in both the current and subsequent fiscal years; and be it further

RESOLVED, that the Legislature and Governor should expeditiously begin to explore long-term structural reforms that reverse the unintended consequences of Chapter 44 and generate lasting savings for school districts, employees and taxpayers; and be it further

RESOLVED, that any proposals to amend or revise Chapter 44 include input from all affected stakeholders before moving forward, including feedback from representatives of local boards of education, school business administrators, superintendents, building-level supervisors and school employees; and be it further

RESOLVED, that this resolution be delivered to Governor Phil Murphy, State Senate President Stephen M. Sweeney, Assembly Speaker Craig Coughlin; and the 25th Legislative District's representatives in the state Senate and General Assembly; and be it further

RESOLVED, that copies of this resolution be sent to the New Jersey Association of School Business Officials and the New Jersey School Boards Association.

**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 April 8, 2021 for Incident No. 6.
- \*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 April 9, 2021 and ending April 22, 2021.

EXTENDED SCHOOL YEAR PROGRAM

- \*3. RESOLVED, that the Roxbury Township Board of Education approve the 2021 Extended School Year Program. This resolution amends and supersedes in its entirety Resolution B.5 approved on April 12, 2021:

2021 Extended School Year 5-Week Program - July 6, 2021 - August 5, 2021  
 Four Days per Week: Monday - Thursday, 9:00 AM. - 12:00 PM

	<i>Positions</i>	<i>Hourly Rate of Pay</i>	<i>Not to exceed:</i>
a	Program Coordinator (1)	\$50.00	20 hours/week
b	Transition Coordinator (1)	\$45.00	16 hours/week
c	Special Education Teachers (20); Substitute Teachers (as needed)	\$45.00	16 hours/week
d	Nurses (2); Substitute Nurses (as needed)	\$45.00	16 hours/week
e	Occupational Therapists (2)	\$45.00	16 hours/week
f	Physical Therapist (1+ contracted)	\$45.00	16 hours/week
g	Speech-Language Pathologists (2+ contr.)	\$45.00	16 hours/week
h	Counselors (2)	\$45.00	16 hours/week
i	Behaviorists (2)	\$45.00	16 hours/week
j	Paraprofessionals (60); Substitute Paraprofessionals (as needed)	\$17.00 (without NJ teaching certification) \$20.00 (holding NJ teaching certification)	16 hours/week

OUT-OF-DISTRICT PLACEMENTS/SERVICES - 2021/2022

- \*4. RESOLVED, that the Roxbury Township Board of Education approve the 2021/2022 Extended School Year and 2021/2022 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>
202105	New Beginnings	\$132,008.16	7/6/21-6/30/22
210044	P.G. Chambers School	\$89,880.00	7/6/21-6/30/22
207240	P.G. Chambers School	\$89,880.00	7/6/21-6/30/22
204047	Morris-Union Jointure Commission BOE	\$16,311.00	6/23/21-8/4/1
204047	Morris-Union Jointure Commission BOE	\$97,866.00	9/1/21-6/30/22
210835	DCCF, LLC	\$7,945.00	7/7/21-8/6/21
208680	DCCF, LLC	\$7,945.00	7/7/21-8/6/21
204683	DCCF, LLC	\$7,945.00	7/7/21-8/6/21
206194	DCCF, LLC	\$7,945.00	7/7/21-8/6/21

**C. Policies (Resolutions 1-2)**

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

- \*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 0145 Revised	Board Member Resignation and Removal (M)	P1
b	Policy 0164.6 New	Remote Public Board Meetings During a Declared Emergency (M)	P2
c	Regulation 1642 Revised	Earned Sick Leave Law (M)	P3
d	Policy & Regulation 5330.01 Revised	Administration of Medical Cannabis (M)	P4 & P5
e	Policy 7425 Revised	Lead Testing of Water in Schools (M)	P6
f	Regulation 7425 New	Lead Testing of Water in Schools (M)	P7
g	Policy 2415 Revised	Every Student Succeeds Act (M)	P8
h	Policy 2415.02 Revised	Title I - Fiscal Responsibilities (M)	P9
i	Policy 2415.05 Revised	Student Surveys, Analysis, and/or Evaluations (M)	P10
j	Policy & Regulation 2415.20 Revised	Every Student Succeeds Act Complaints (M)	P11 & P12
k	Policy 4125 Revised	Employment of Support Staff Members (M)	P13
l	Policy 6360 Revised	Political Contributions (M)	P14
m	Policy 8330 Revised	Student Records (M)	P15
n	Policy 9713 Revised	Recruitment by Special Interest Groups (M)	P16

- \*2. RESOLVED, that the Roxbury Township Board of Education abolish the following policies:

	<i>Policy/Regulation Number</i>	<i>Policy/Regulation Title</i>	<i>Exhibit Number</i>
a	Policy & Regulation 7430 Abolished	School Safety (M)	P17 & P18
b	Policy 2415.01 Abolished	Academic Standards, Academic Assessments, and Accountability (M)	P19
c	Policy 2415.03 Abolished	Highly Qualified Teachers (M)	P20

**D. Negotiations (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.*

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, 2023 pertaining to Article LIX, Provision J, Stipends. 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.

**E. Personnel (Resolutions 1-17)**

*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.)*

JOB DESCRIPTIONS

- \*1. RESOLVED, that the Roxbury Township Board of Education approve the revised job description for Permanent Substitute Teacher CI-32. (Exhibit HR1)

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	Hunter, Sarah	FES, NES	Music Teacher	Resignation for personal reasons	6/30/21	
* 2	Thomas, Cheryl	RHS	Special Education Paraprofessional	Resignation for personal reasons	4/25/21	

LEAVES OF ABSENCE

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

	Name	Leave Start Date	Paid Leave	Unpaid FMLA/ NJFLA^	Return Date	Discussion
1	4239	4/28/21	Using available sick days	FMLA if needed	Upon release by physician	Antic return 6/11/21
* 2	4469	4/26/21	Using available sick days	FMLA if needed	Upon release by physician	Antic return 5/17/21
* 3	5934	10/29/20	Using available sick days	FMLA/NJFLA	12/13/21	Amends <i>Return Date</i> previously app'd
4	6104	5/18/21	Using 26 sick days	FMLA if needed	Upon release by physician	Antic return 8/30/21
5	6598	8/30/21	Using available sick days	FMLA/NJFLA	1/3/22	
^Leave becomes unpaid when sick/personal days depleted or released by physician, whichever occurs first.						

4. RESOLVED, that Employee Number 4305 will return from administrative leave with pay effective April 27, 2021 in accordance with the provisions of NJSA 18A:6-8.3.

REASSIGNMENTS / TRANSFERS

5. RESOLVED, that the Roxbury Township Board of Education approve the transfer and/or reassignment of the staff members listed below:

	Name	Former Assignment & Loc.		New Assignment & Loc.		Effective Date	Discussion
1	Bellardino, Alyssa	Gr. 3 Teacher	NES	Supv of Humanities & Art, Gr. PK - 6	DIST	7/1/21	Appt as Supv app'd 11/23/20.
		TCH.NIX.GR3.NA.04		SUP.DS.SUP.NA.02			

6. RESOLVED, that the Roxbury Township Board of Education approve the reassignment and change in salary for the staff members listed below:

	Name	Former Assignment & Loc.		New Assignment & Loc.		Salary / Rate	Start Date	End Date	Discussion
* 1	Ketch, Michelle	Bus Driver	TR	Transportation Dispatcher	TR	\$57,000 prorated	5/1/21	6/30/21	Replacement in BUS.TR.DIS.NA.01
2	Moore, Joyce	Cafeteria / Lunchroom Aide	NES	Title 1 Paraprofessional REA Step 12	NES	\$21.86 hourly	4/27/21	6/30/21	New position working 22.5 hrs/wk AID.REG.NIX.T1.05 (Title 1 Funded)

APPOINTMENTS

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

*Organized by Name*

	<i>Name</i>	<i>Loc</i>	<i>Position</i>	<i>Salary Guide / Step</i>	<i>Salary</i>	<i>Start Date</i>	<i>End Date</i>	<i>Discussion</i>
1	Derendal, Lyndsay	FES	Permanent Substitute Teacher	N/A	\$150.00 per diem	4/26/21 <sup>^</sup>	6/30/21	New tenure-track position TCH.SUB.PERM.FES.01; not to exceed 4 days/wk
2	McLaughlin, Taylor	NES	Gr. 3 Teacher	21/22 BA+15 <sup>^^</sup> , Step 1	\$57,875 <sup>^^</sup>	8/30/21 <sup>^^</sup>	6/30/22	Replacement in position TCH.NIX.GR3.NA.04  <sup>^^</sup> Pending receipt of official transcripts verifying degree status and issuance of NJ CEAS for K-6 (Endorsement Code 1001).
3	Santiago, Heather	KES	Permanent Substitute Teacher	N/A	\$150.00 per diem	5/10/21	6/30/21	Replacement in tenure-track position TCH.SUB.PERM.KES.01 not to exceed 4 days/wk
<sup>^</sup> Employment start date is pending completion of documentation in accordance with the law or district policy. <sup>#</sup> Employment start date is pending release from current employer								

APPOINTMENTS - LEAVE REPLACEMENTS

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

	<i>Name</i>	<i>Loc</i>	<i>Position</i>	<i>Salary</i>	<i>Start Date</i>	<i>End Date</i>	<i>Discussion</i>
1	Krog, Deborah	FES	Leave-repl Gr. 3 Teacher	\$54,000 prorated <sup>^</sup>	4/28/21	6/10/21	Replacement in position TCH.FRA.GR3.NA.03
<sup>^</sup> 20/21 Leave Replacement Teacher Rate Bd. aprvd 4/12/21							

APPOINTMENTS - SUBSTITUTES

9. RESOLVED, that the Roxbury Township Board of Education approve the following non-tenure track positions 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	Bogardus, Sheryl	JES	Interim Instructional Paraprofessional (11-000-217-100-000-100)	\$105.00 per diem	3/8/21	6/30/21	Amends end date app'd 3/15/21 E.13.2; 1:1 Vacancy coverage 20+ days not to exceed 4 days/wk
* 2	Hoyos-Hernandez, Karla	District	Substitute Teacher, Paraprofessional, Secretary	20/21 Sub Rate Bd. aprvd 4/12/21	4/27/21	6/30/21	
3	Koch, Joyce	NES	Interim Instructional Paraprofessional (11-190-100-106-000-100)	\$105.00 per diem	3/2/21	6/30/21	Amends end date app'd 3/15/21 E.13.1; 504 Vacancy coverage 20+ days not to exceed 4 days/wk
4	Krog, Deborah	FES	Substitute Teacher	\$100.00 per diem	4/26/21	4/27/21	Transition days prior to LRT assignment
5	Reinknecht, Cindy	JES	Interim Substitute Teacher (Special Ed, RC)	\$291.90 per diem	12/15/20	4/15/21	Amends end date app'd 1/25/21 C.8.1; coverage for position TCH.SPE.RES.NA.40

APPOINTMENTS - HOURLY EMPLOYEES

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

	<i>Name</i>	<i>Loc</i>	<i>Position</i>	<i>Guide / Step</i>	<i>Hourly Rate</i>	<i>Start Date</i>	<i>End Date</i>	<i>Discussion</i>
1	Reinknecht, Cindy	LRS	Special Education Paraprofessional	REA Paraprof Step 13	\$22.53	4/16/21	6/30/21	Returning to F/T (30 hrs/wk) position AID.SPE.FT.NA.23
^ Employment start date is pending completion of documentation in accordance with the law or district policy.								

APPOINTMENTS - TITLE I SUMMER SCHOOL PROGRAM

11. RESOLVED, that the Roxbury Township Board of Education approve the following. At this time, employment and payment is contingent upon the status of school closures and enrollment numbers:

	<i>Name</i>	<i>Position</i>	<i>Salary Guide / Step</i>	<i>Salary</i>	<i>Start Date</i>	<i>End Date</i>	<i>Discussion</i>
1	Maurer, Jennifer	Title I Summer School Coordinator, K-4	n/a	\$45/hr, not to exceed \$6,800	5/1/21	7/30/21	Salary to be paid from Title I funds.

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, with the understanding that these assignments are subject to change based on scheduling adjustments:

	Name	Loc	Program/ Class	Extra Blocks assigned:	Dates of Coverage in 2021 ^	Addl. Salary ^	Salary Guide
1	Curet, Carlos	EMS	Gr. 7 Spanish	2 blocks on B days w/in A/B day schedule @ EMS	6 days#: Apr 12, 14, 16, 20, 22, 26	\$540	2020-21 REA Sidebar for Middle School Class Coverage
2	Curet, Carlos	EMS	Gr. 8 Spanish	2 blocks on B days w/in A/B day schedule @ EMS	6 days#: Apr 12, 14, 16, 20, 22, 26	\$540	
3	Solis, Merced	EMS	Gr. 7 Spanish	2 blocks on A days w/in A/B day schedule @ EMS	6 days#: Apr 1, 13, 15, 19, 21, 23	\$540	
4	Solis, Merced	EMS	Gr. 8 Spanish	2 blocks on A days w/in A/B day schedule @ EMS	6 days#: Apr 1, 13, 15, 19, 21, 23	\$540	
# Coverage for position TCH.EMS.WL.SP.02. ^Amends no. of days, dates, & addl salary app'd 4/12/21.							

- \*13. RESOLVED, that for the purpose of contact tracing necessitated from April 5, 2021 through April 9, 2021, the Roxbury Township Board of Education approve the following school nurses for the payments indicated.

	Name	Loc	Hourly Rate based on 20/21 Base salary	Payment
1	Conklin, Lauren	RHS	\$42.91	\$386.20
2	Katinsky, Jaclyn	RHS	\$44.61	\$178.44

SALARY ADJUSTMENTS - SUPPORT STAFF

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

	Name	Loc	Position	Guide / Step	Annual Salary	Start Date	End Date	Discussion
* 1	Banes, Christopher	B&G	Maintenance Worker	REA Maint	\$60,351 prorated	4/01/21	6/30/21	Salary adjustment for REF \$820 stipend pursuant to REA Sidebar Agreement Article LIX, Provision J; also incl \$385 Boiler license stipend



SALARY ADJUSTMENTS - HOURLY EMPLOYEES

15. RESOLVED, that the Roxbury Township Board of Education approve the following changes in work hours:

	Name	Job Title	Loc	Start Date	End Date	Discussion
1	Alvine, Jacqueline	Cafeteria Aide	JES	5/3/21	6/30/21	Increase to 20 hrs/wk
2	Bagonis, Heidi	Cafeteria Aide	KES	5/3/21	6/30/21	Increase to 20 hrs/wk
3	Connolly, Julianne	Cafeteria Aide	LRS	5/3/21	6/30/21	Increase to 20 hrs/wk
4	Corsi, Dina	Cafeteria Aide	KES	5/3/21	6/30/21	Increase to 20 hrs/wk
5	Fehsal, Anita	Cafeteria Aide	FES	5/3/21	6/30/21	Increase to 20 hrs/wk
6	Gabloff, Kristina	Cafeteria Aide	FES	5/3/21	6/30/21	Increase to 20 hrs/wk
7	Kempton, Francine	Cafeteria Aide	LRS	5/3/21	6/30/21	Increase to 20 hrs/wk
8	Lewis, Pamela	Cafeteria Aide	LRS	5/3/21	6/30/21	Increase to 20 hrs/wk
9	O'Connor, Jeanette	Cafeteria Aide	JES	5/3/21	6/30/21	Increase to 20 hrs/wk
10	Ozkaya, Cheryl	Cafeteria Aide	LRS	5/3/21	6/30/21	Increase to 20 hrs/wk
11	Segrave, Kelly	Cafeteria Aide	EMS	5/3/21	6/30/21	Increase to 20 hrs/wk
12	Seminara, Rachel	Cafeteria Aide	EMS	5/3/21	6/30/21	Increase to 20 hrs/wk
* 13	Coppinger, Francis	Bus Driver	TR	4/10/21	6/30/21	Decrease to 25 hrs/wk

COMMUNITY SCHOOL

- \*16. RESOLVED, that based on current and projected positive health conditions, the staff listed below be appointed for the 2020/2021 Roxbury Community School Course Offerings. All expenses are funded by collected tuition and employment is dependent upon sufficient enrollment.

Program	Instructor	Pay Rate	Loc	Start Date	End Date	Tuition Rates per Student
Middle School Grass Volleyball Clinic	Correnti, Alison	\$24.00 per student	RHS	5/1/21	6/30/21	\$90
Middle School Grass Volleyball Clinic	McMichael, Anthony	\$24.00 per student	RHS	5/1/21	6/30/21	\$90
Middle School Grass Volleyball Clinic	Small, Jessica	\$24.00 per student	RHS	5/1/21	6/30/21	\$90

- \*17. RESOLVED, that based on current and projected positive health conditions, the staff listed below be appointed for the 2021/2022 Roxbury Community School Course Offerings. All expenses are funded by collected tuition and employment is dependent upon sufficient enrollment.

Program	Instructor	Pay Rate	Loc	Start Date	End Date	Tuition Rates per Student
Broadway Bound / Behind the Curtain	Orr, Hannah (BB Teacher)	\$25.00 hourly	RHS	7/1/21	8/31/21	\$440 BB ½ day \$385 BTC ½ day \$785 BB/BTC Full Day

**F. 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 hybrid, virtual or in-person as conditions allow Regular Meeting on May 10, 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

New Jersey Department of Education  
Morris County Office

**Application for Change of Use of Educational Space**  
**2020-2021 School Year**

District: Roxbury Public Schools School/Building: Eisenhower Middle School  
Address of School: 47 Eyland Avenue, Succasunna, NJ 07876  
Original Use: Office/Occupational Therapy Room  
Proposed Use: EMS Zen Room  
Included in the Long-Range Facility Plan: Yes \_\_\_\_\_ No X

**Submit the following with this application:**

1. A building floor plan showing the location of the space(s) to be changed.
2. An educational description of the new use.
3. A description of any work to be done.
4. A sketch of the room(s) on an 8 1/2" X 11" sheet of paper indicating:
  - location of air supply and exhaust
  - direction of door swing
  - listing of all fixed/moveable furniture/equipment and amount of floor space each occupies.
5. Fill in details for each item:
  - dimensions (length x width) 12 x 20
  - ceiling height 9 ft. \_\_\_\_\_ in. Total gross area 240 sq. ft
  - type of flooring carpet
  - foot-candles of light \_\_\_\_\_
  - description of door hardware wood
  - number of occupants: students 3-6 teacher and/or aides 1

Upon receipt of the above information, we will advise you as to whether your request can be approved by the County Office or if formal plans are to be submitted to the Office of School Facilities & Finance by a licensed architect or registered engineer.

The Board of Education approved the Change of Use application for the 2020-2021 school year on \_\_\_\_\_ (Date)

**\*\*\*\*An Extract Must Be Included \*\*\*\***

Certified by: _____	_____
(Superintendent of Schools)	(Date)
_____	_____
(School Business Administrator)	(Date)

**For County Office Use Only**

Date of Inspection by County Office: \_\_\_\_\_ Inspected by: \_\_\_\_\_

Approved as is: \_\_\_\_\_ Not approved: \_\_\_\_\_ Approved subject to the following conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Executive County Superintendent) (Date)

Description	Manufacturer	Model	Serial #	Asset Tag #	Quantity	Working Condition
Chromebook	Acer	C720	NXMJAAA004431054077600	37556000015774	1	y
Chromebook	Acer	C720	NXMJAAA004441099C77600	37556000021285	1	y
Chromebook	Acer	C720	NXMJAAA00442617D597600	37556000009173	1	y
Chromebook	Acer	C720	NXMJAAA0044040FEDF7600	37555000382234	1	y
Chromebook	Acer	C720	NXMJAAA00442617D1F7600	37556000010486	1	N
Chromebook	Acer	C720	NXMJAAA0044260F9347600	37556000009272	1	N
Chromebook	Acer	C720	NXMJAAA004502177A37600	37556000023364	1	y
Chromebook	Acer	C720	NXMJAAA004513191C47600	37556000025484	1	y
Chromebook	Acer	C720	NXMJAAA00443324E7E7600	37556000011864	1	N
Chromebook	Acer	C720	NXMJAAA00444109AA17600	37556000021327	1	y
Chromebook	Acer	C720	NXMJAAA0044260F9257600	37556000009926	1	y
Chromebook	Acer	C720	NXMJAAA0044040FAAA7600	37555000381657	1	N
Chromebook	Acer	C720	NXMJAAA00443324ECE7600	37556000010932	1	N
Chromebook	Acer	C720	NXMJAAA004431060CC7600	37556000014207	1	y
Chromebook	Acer	C720	NXMJAAA004513191CF7600	37556000025583	1	N
Chromebook	Acer	C720	NXMJAAA0044310561E7600	37556000012334	1	y
Apple iPad	Apple	A1458	DMQKW9SPF182		1	y
Apple iPad	Apple	A1458	DMQKWAVJF182		1	y
Apple iPad	Apple	A1458	DMQKWA3PF182		1	y
Apple iPad	Apple	A1458	DMQKWB39F182		1	y
Apple iPad	Apple	A1458	DMQKWA75F182		1	y
Apple iPad	Apple	A1458	DMQKWAUNF182		1	y
Apple iPad	Apple	A1458	DMQKW5U3F182		1	y
Apple iPad	Apple	A1458	DMQKWB59F182		1	n
Apple iPad	Apple	A1458	DMQKW5PHF182		1	y
Apple iPad	Apple	A1458	DMQKWA92F182		1	y
Apple iPad	Apple	A1458	DMQKWAAPF182		1	y
Apple iPad	Apple	A1458	DMPJVZH5F182		1	n
Apple iPad	Apple	A1458	DMQKWAWJF182		1	y
Apple iPad	Apple	A1458	DMQKW5SBF182		1	y
Apple iPad	Apple	A1458	DMQKWAD9F182		1	y
Apple iPad	Apple	A1458	DMPKVY81F182		1	y
Apple iPad	Apple	A1458	DMQKW8JQF182		1	y
Apple iPad	Apple	A1458	DMQKW7J4F182		1	y
Apple iPad	Apple	A1458	DMQKW9R4F182		1	y
Apple iPad	Apple	A1458	DMQKW5Q8F182		1	y
Apple iPad	Apple	A1458	DMPKWUD9F182		1	y
Apple iPad	Apple	A1458	DMPK1GW5F182		1	y
Apple iPad	Apple	A1458	DMQKW38F182		1	y
Apple iPad	Apple	A1458	DMPKWU7TF182		1	y
Apple iPad	Apple	A1458	DMQKW7JHF182		1	y
Apple iPad	Apple	A1458	DMPKVXJDF182		1	y
Apple iPad	Apple	A1458	DMQKW421F182		1	y
Apple iPad	Apple	A1458	DMQKW6WUF182		1	y
Apple iPad	Apple	A1458	DMQKRDXXF182		1	y
Apple iPad	Apple	A1458	DMQKWA5EF182		1	y
Apple iPad	Apple	A1458	DMQKW513F182		1	y
Apple iPad	Apple	A1458	DMRKN10FF182		1	y
Apple iPad	Apple	A1458	DMQN1A5KF182		1	y
Apple iPad	Apple	A1458	DMQKWB2DF182		1	y
Apple iPad	Apple	A1458	DMPKTMFZF182		1	y
Apple iPad	Apple	A1458	DMRMVE78F182		1	y
Apple iPad	Apple	A1458	DMQKW3YDF182		1	y
Apple iPad	Apple	A1458	DMRMVDTLF182		1	y
Apple iPad	Apple	A1458	DMQKW20F182		1	y
Apple iPad	Apple	A1458	DMQKWAVMF182		1	y
Apple iPad	Apple	A1458	DMPK1DNR182		1	y
Apple iPad	Apple	A1458	DMQKW6HNF182		1	y
Apple iPad	Apple	A1458	DMQKW53WF182		1	y
Apple iPad	Apple	A1458	DMQKW3UGF182		1	y
Apple iPad	Apple	A1458	DMQKW52MF182		1	y
Apple iPad	Apple	A1458	DMQKW4DVF182		1	y
Apple iPad	Apple	A1458	DMQKWAC8F182		1	y
Apple iPad	Apple	A1458	DMQKW5PMF182		1	y
Apple iPad	Apple	A1458	DMPKVX6ZF182		1	y

Description	Manufacturer	Model	Serial #	Asset Tag #	Quantity	Working Condition
Apple iPad	Apple	A1458	DMPKVXXYF182		1	y
Apple iPad	Apple	A1458	DMQKWAUOF182		1	y
Apple iPad	Apple	A1458	DMRMVKN1F182		1	y
Apple iPad	Apple	A1458	DMPKTMKRF182		1	y
Apple iPad	Apple	A1458	DMQKWASCF182		1	y
Apple iPad	Apple	A1458	DMQKWAX1F182		1	y
Apple iPad	Apple	A1458	DMQKW76FF182		1	y
Apple iPad	Apple	A1458	DMQKWAGSF182		1	y
Apple iPad	Apple	A1458	DMQKWA9CF182		1	y
Apple iPad	Apple	A1458	DMQKWA79F182		1	y
Apple iPad	Apple	A1458	DMQKWACVF182		1	y
Apple iPad	Apple	A1458	DMPK1GX5F182		1	y
Apple iPad	Apple	A1458	DMQKW5FCF182		1	y
Apple iPad	Apple	A1458	DMQKW51CF182		1	y
Apple iPad	Apple	A1458	DMPKYY56F182		1	y
Apple iPad	Apple	A1458	DMQKW5TTF182		1	y
Apple iPad	Apple	A1458	DMQKW5SRF182		1	y
Apple iPad	Apple	A1458	DMQKW5R9F182		1	y
Apple iPad	Apple	A1458	DMQKWA6LF182		1	y
Apple iPad	Apple	A1458	DMQKW5R3F182		1	y
Apple iPad	Apple	A1458	DMQKW5LTF182		1	y
Apple iPad	Apple	A1458	DMQKW5TKF182		1	y
Apple iPad	Apple	A1458	DMPKVY2EF182		1	y
Apple iPad	Apple	A1458	DMPKVY0WF182		1	n
Apple iPad	Apple	A1458	DMQKW5TPF182		1	y
Apple iPad	Apple	A1458	DMPKVY16F182		1	y
Apple iPad	Apple	A1458	DMPKVDZF182		1	y
Apple iPad	Apple	A1458	DMPKVUX5F182		1	y
Apple iPad	Apple	A1458	DMQKWA64F182		1	y
Apple iPad	Apple	A1458	DMQKW56EF182		1	y
Apple iPad	Apple	A1458	DMQKWAH0F182		1	y
Apple iPad	Apple	A1458	DMQKWAYHF182		1	y
Apple iPad	Apple	A1458	DMPKVXK6F182		1	y
Apple iPad	Apple	A1458	DMQKW4RJF182		1	y
Apple iPad	Apple	A1458	DMQKW7K2F182		1	y
Apple iPad	Apple	A1458	DMPKVXW3F182		1	y
Apple iPad	Apple	A1458	DMQKW6HUF182		1	y
Apple iPad	Apple	A1458	F6QQ903XF182		1	y
Apple iPad	Apple	A1458	DMQKW5S3F182		1	y
Apple iPad	Apple	A1458	DMQKW9Q0F182		1	y
Apple iPad	Apple	A1458	DMPKVVYLF182		1	y
Apple iPad	Apple	A1458	DMPKVXXQF182		1	y
Apple iPad	Apple	A1458	DMQKWAA2F182		1	y
Apple iPad	Apple	A1458	DMQKWB17F182		1	y
Apple iPad	Apple	A1458	DMQKW5Q7F182		1	y
Apple iPad	Apple	A1458	DMPKVVCHF182		1	y
Apple iPad	Apple	A1458	DMQKWA9DF182		1	y
Apple iPad	Apple	A1458	DMQKW5CLF182		1	y
Apple iPad	Apple	A1458	DMQKW8MAF182		1	y
Apple iPad	Apple	A1458	DMPKVULGF182		1	y
Apple iPad	Apple	A1458	DMQKW9TYF182		1	y
Apple iPad	Apple	A1458	DMPKVY22F182		1	y
Apple iPad	Apple	A1458	DMPKVYBTF182		1	y
Apple iPad	Apple	A1458	DMQKWA9WF182		1	y
Apple iPad	Apple	A1458	DMQKW4SCF182		1	y
Apple iPad	Apple	A1458	DMQKW5T6F182		1	y
Apple iPad	Apple	A1458	DMQKWA6ZF182		1	y
Apple iPad	Apple	A1458	DMQKW5TDF182		1	y
Apple iPad	Apple	A1458	DMQKW5U9F182		1	y
Apple iPad	Apple	A1458	DMQKW5DGF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW436F182		1	y
Apple iPad 16Gig	Apple	A1458	DMPKWMJ8F182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKWB56F182		1	y
Apple iPad 16Gig	Apple	A1458	DMPK1DT5F182		1	y
Apple iPad 16Gig	Apple	A1458	DMPKVX2JF182		1	y

Description	Manufacturer	Model	Serial #	Asset Tag #	Quantity	Working Condition
Apple iPad 16Gig	Apple	A1458	DMQKWABJF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW9UZF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKWAUBF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKWA67F182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW5RTF182		1	y
Apple iPad 16Gig	Apple	A1458	DMTL4LZ8F182		1	y
Apple iPad 16Gig	Apple	A1458	DMTL4MGDF182		1	y
Apple iPad 16Gig	Apple	A1458	DMPKVUVCF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW3PZF182		1	y
Apple iPad 16Gig	Apple	A1458	DMPKVVWD5F182		1	y
Apple iPad 16Gig	Apple	A1458	DMPMXCDYF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW4QPF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKWAH4F182		1	y
Apple iPad 16Gig	Apple	A1458	DMTL4LZGF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW7KCF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW4KHF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW5RPF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKWA2UF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW5UCF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW8L1F182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKWA60F182		1	y
Apple iPad 16Gig	Apple	A1458	DMPKTMT8F182		1	y
Apple iPad 16Gig	Apple	A1458	DMTL4L9XF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW7HLF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW5PFF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW5R2F182		1	y
Apple iPad 16Gig	Apple	A1458	DMTL4PW4F182		1	y
Apple iPad 16Gig	Apple	A1458	DMTL4LUTF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKWAV4F182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW50EF182		1	y
Apple iPad 16Gig	Apple	A1458	DMPKVVDJF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKWAXGF182		1	y
Apple iPad 16Gig	Apple	A1458	DMRMVGMVF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKWAC2F182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW3Y5F182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKWA8ZF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQN19Z0F182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW4CVF182		1	y
Apple iPad 16Gig	Apple	A1458	DMPKVY20F182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW5URF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKWAX7F182		1	y
Apple iPad 16Gig	Apple	A1458	DMPKVY2GF182		1	y
Apple iPad 16Gig	Apple	A1458	DMPKVVPTF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW9QUF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW5ZNF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW3UTF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW52QF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW5QHF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKWAZWF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKWAZVF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW5Q0F182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW41JF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKWB1YF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW543F182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW42BF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW5JAF182		1	y
Apple iPad 16Gig	Apple	A1458	DMPKVXVYF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW5SCF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW5R4F182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW57NF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKWAWZF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW5KJF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW5SQF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKWAXQF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKWAE1F182		1	y

Description	Manufacturer	Model	Serial #	Asset Tag #	Quantity	Working Condition
Apple iPad 16Gig	Apple	A1458	DMQKW5TRF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKWAABF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKWACQF182		1	y
Apple iPad 16Gig	Apple	A1458	DMPKV3ZF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKWA9BF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKWAWWF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKWAFXF182		1	y
Apple iPad 16Gig	Apple	A1458	DMPK1PFFF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW41LF182		1	y
Apple iPad 16Gig	Apple	A1458	DMTL4Q0WF182		1	y
Apple iPad 16Gig	Apple	A1458	DMTL4P47F182		1	y
Apple iPad 16Gig	Apple	A1458	DMPK1EZAF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW5SLF182		1	y
Apple iPad 16Gig	Apple	A1458	DMPKVXV4F182		1	y
Apple iPad 16Gig	Apple	A1458	DMPK1F7LF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKWB23F182		1	y
Apple iPad 16Gig	Apple	A1458	DMTL4LY0F182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW5RFF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW87ZF182		1	y
Apple iPad 16Gig	Apple	A1458	DMTL4LKNF182		1	y
Apple iPad 16Gig	Apple	A1458	DMPKTMJZF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKWB4LF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKWAUQF182		1	y
Apple iPad 16Gig	Apple	A1458	DMPK1GJNF182		1	y
Apple iPad 16Gig	Apple	A1458	DMPKTMFXF182		1	y
Apple iPad 16Gig	Apple	A1458	DMRMX8ABF182		1	y
Apple iPad 16Gig	Apple	A1458	DMPKTLVZF182		1	y
Apple iPad 16Gig	Apple	A1458	DMTL4Q83F182		1	y
Apple iPad 16Gig	Apple	A1458	DMRMVDKCF182		1	y
Apple iPad 16Gig	Apple	A1458	DMTL4LX0F182		1	y
Apple iPad 16Gig	Apple	A1458	DMPL5LQNF182		1	y
Apple iPad 16Gig	Apple	A1458	DMTL4L2VF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW4LAF182		1	y
Apple iPad 16Gig	Apple	A1458	DMQKW4CNF182		1	y
Apple iPad 16Gig	Apple	A1458	DMTL4LN1F182		1	y
Apple iPad 32Gig	Apple	A1458	DMQL4KJ6F183		1	y
Apple iPad 32Gig	Apple	A1458	DMQL4K2VF183		1	y
Apple iPad 32Gig	Apple	A1458	DMQL4KHRF183		1	y
Apple iPad 32Gig	Apple	A1458	DMQL4KJVF183		1	y
Apple iPad 32Gig	Apple	A1458	DMPJVZZJF183		1	y
Apple iPad 32Gig	Apple	A1458	DMQJV020F183		1	y
Apple iPad 32Gig	Apple	A1458	DMQL4THSF183		1	y
Apple iPad 32Gig	Apple	A1458	DMQL4L8VF183		1	y
Apple iPad 32Gig	Apple	A1458	DMPJVYVKF183		1	y
Apple iPad 32Gig	Apple	A1458	DMPJVYFNF183		1	y
Apple iPad 32Gig	Apple	A1458	DMPJVXSDF183		1	y
Apple iPad 32Gig	Apple	A1458	DMPJVW6LF183		1	y
Apple iPad 32Gig	Apple	A1458	DMQJV2FEF183		1	y
Apple iPad 16Gig	Apple	A1474	DMPPPWF8ZFK10		1	y
Apple iPad 16Gig	Apple	A1474	DMPPT104FK10		1	y
Apple iPad 16Gig	Apple	A1474	DMPPPWG98FK10		1	y
Apple iPad 16Gig	Apple	A1474	DMPPT115FK10		1	y
Apple iPad 16Gig	Apple	A1474	DMPPPWG9JFK10		1	y
Apple iPad 16Gig	Apple	A1474	DMPPPWESVFK10		1	y
Apple iPad 16Gig	Apple	A1474	DMPPPWF5JFK10		1	y
Apple iPad 16Gig	Apple	A1474	DMPPT1A4FK10		1	y
Apple iPad 16Gig	Apple	A1474	DMPPT050FK10		1	y
Apple iPad 16Gig	Apple	A1474	DMPPPWG9NFK10		1	y
Apple iPad 16Gig	Apple	A1474	DMPPPWF6PFK10		1	y
Apple iPad 16Gig	Apple	A1474	DMPPPWF01FK10		1	y
Apple iPad 16Gig	Apple	A1474	DMPPPWEU0FK10		1	y
Apple iPad 16Gig	Apple	A1474	DMPPPWEPVFK10		1	y
Apple iPad 16Gig	Apple	A1474	DMPPPWG87FK10		1	y
Apple iPad 16Gig	Apple	A1474	DMPPT11KFK10		1	y
Apple iPad 16Gig	Apple	A1474	DMPMNQWFFK10		1	y

Description	Manufacturer	Model	Serial #	Asset Tag #	Quantity	Working Condition
Apple iPad 16Gig	Apple	A1474	DMPPWEK2FK10		1	y
Apple iPad 16Gig	Apple	A1474	DMPPWG81FK10		1	y
Apple iPad 16Gig	Apple	A1474	DMTM4WUDFK10		1	y
Apple iPad 16Gig	Apple	A1474	DMPPWF1GFK10		1	y
Apple iPad 16Gig	Apple	A1474	DMPPWF3GFK10		1	y
Apple iPad 16Gig	Apple	A1474	DMPPWF2SFK10		1	y
Apple iPad 16Gig	Apple	A1474	DMPPWG33FK10		1	y
Apple iPad 16Gig	Apple	A1474	DMPPWEKEFK10		1	y
Apple iPad 16Gig	Apple	A1474	DMRLRUJ2FK10		1	y
Apple iPad 16Gig	Apple	A1474	DMPPWEK9FK10		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ67HFDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQHRU9RDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMPHT35TDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ66W7DJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DKVMK0Q8DJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ671XDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ672JDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ6779DJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ6726DJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ66VNDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ674ZDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ6732DJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ670UDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ67FWDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ66ZWDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ67DNDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ670TDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ67GVDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ66V5DJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ67CJDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ67KJDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ67JJDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ66XVDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ67F7DJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ67FADJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ67EGDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ67ERDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ676HDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ67G2DJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMPHT1E9DJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMPJ6XTZDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ66YLDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ66Z7DJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ67G1DJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ66Z8DJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ6758DJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ66Z6DJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMPHT1FJDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMPHT13PDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMPHT35ADJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMPHT3HTDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQHW9W9DJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMPHT1K6DJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMPHT1BKDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ67HYDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ66UQDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ74VVDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMPHFNHZDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMPHT1DJDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ67LDDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ6PGRDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMQJ67GADJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DMPHFNBUDJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DYTJ5LQ9DJ8T		1	y
Apple iPad 16Gig	Apple	A1416	DYVJ323VDJ8T		1	y



Description	Manufacturer	Model	Serial #	Asset Tag #	Quantity	Working Condition
Apple iPad 32Gig	Apple	A1416	DMPHTJA5DJ8R		1	y
Apple iPad 32Gig	Apple	A1416	DMRHR0P2DJ8R		1	y
Apple iPad 32Gig	Apple	A1416	DMPHTKMZDJ8R		1	y
Apple iPad 32Gig	Apple	A1416	DMQHRZ0UDJ8R		1	y
Apple iPad 32Gig	Apple	A1416	DMQHRSAXDJ8R		1	y
Apple iPad 32Gig	Apple	A1416	DMPHT4C3DJ8R		1	y
Apple iPad 32Gig	Apple	A1416	DMPHTK3ADJ8R		1	y
Apple iPad 32Gig	Apple	A1416	DMPHT5GEDJ8R		1	y
Apple iPad 32Gig	Apple	A1416	DMQHRZ5TDJ8R		1	y
Apple iPad 32Gig	Apple	A1416	DMQHRYNRDJ8R		1	y
Apple iPad 32Gig	Apple	A1416	DMPHTKFPDJ8R		1	y
Apple iPad 32Gig	Apple	A1416	DMPHT45BDJ8R		1	y
Apple iPad 32Gig	Apple	A1416	DMQHRZLNDJ8R		1	y
Apple iPad 32Gig	Apple	A1416	DMPHTK0ADJ8R		1	y
Apple iPad 32Gig	Apple	A1416	DMPHTJG9DJ8R		1	y
Apple iPad 16Gig	Apple	A1395	DMPGCSNGDFHW		1	y
Apple iPad 16Gig	Apple	A1395	F5RKR0YXDFHW		1	y
Apple iPad 16Gig	Apple	A1395	F5RKR10EDFHW		1	y
Apple iPad 16Gig	Apple	A1395	F5RKR0ZDFHW		1	y
Apple iPad 16Gig	Apple	A1395	F5XKQXWLDLDFHW		1	y
Apple iPad 16Gig	Apple	A1395	F5RKR0YSDFHW		1	y
Apple iPad 16Gig	Apple	A1395	F5RKR158DFHW		1	y
Apple iPad 16Gig	Apple	A1395	F5RKR0VLDFHW		1	y
Apple iPad 16Gig	Apple	A1395	F5RKR10RDFHW		1	y
Apple iPad 16Gig	Apple	A1395	F5XKQXGDFDFHW		1	y
Apple iPad 16Gig	Apple	A1395	F5RKR101DFHW		1	y
Apple iPad 16Gig	Apple	A1395	F5RKR0U0DFHW		1	y
Apple iPad 16Gig	Apple	A1395	F5RKR0WCDFHW		1	y
Apple iPad 16Gig	Apple	A1395	F5RKR116DFHW		1	y
Apple iPad 16Gig	Apple	A1395	F5RKR10LDFHW		1	y
Apple iPad 16Gig	Apple	A1395	F5RKR11EDFHW		1	y
Apple iPad 16Gig	Apple	A1395	F5XKQW1NDFHW		1	y
Apple iPad 16Gig	Apple	A1395	F5RKR170DFHW		1	y
Apple iPad 16Gig	Apple	A1395	F5RKR0MWDLDFHW		1	y
Apple iPad 16Gig	Apple	A1395	DMPGCUXDFHW		1	y
Apple iPad 16Gig	Apple	A1395	DMPGCF1RDFHW		1	y
Apple iPad 16Gig	Apple	A1395	DMPGCSJ5DFHW		1	y
Apple iPad 16Gig	Apple	A1395	DMPGCSJFDFHW		1	y
Apple iPad 16Gig	Apple	A1395	DMPGCJNVDFHW		1	y
Apple iPad 16Gig	Apple	A1395	DMPGC95YDFHW		1	y
Apple iPad 16Gig	Apple	A1397	DLXGQ6U2DJHF		1	y
Apple iPad 32Gig	Apple	A1403	DMPHV9BVDNQT		1	y

**CURRICULUM & INSTRUCTION**

**Title:** PERMANENT SUBSTITUTE TEACHER

**CI-32**

**Qualifications:**

1. Valid New Jersey Teaching Certificate or CE, CEAS, or NJ certification pending issuance
2. Knowledge of best practices in education
3. Knowledge of child development
4. Required criminal history background check and proof of U.S. citizenship or legal resident alien status

**Reports to:** Principal/ Certificated Administrator

**Supervises:** Students

**Job Goal:** In the absence of the teacher, *the Permanent Substitute Teacher* will provide each student with continued appropriate instructional program designed to fulfill his/her potential for intellectual, emotional, physical and social growth and provide skills which will enable the student to function successfully in society and in subsequent career areas.

**Responsibilities:**

1. Assists the administration in enforcing State laws, Board of Education policies, administrative regulations and school rules. The Permanent Substitute Teacher:
  - a. follows Board of Education policy.
  - b. abides by laws and regulations as presented in Title 18 and N.J.A.C.
  - c. follows and enforces routine school procedures as stated in the Faculty Manual.
2. Maintains accurate, complete and correct records as required by law, district policy and administrative regulations. The Permanent Substitute Teacher:
  - a. provides evidence of the consistent and factual keeping of all required records.
  - b. maintains a high level of confidentiality regarding student records.
3. Encourages pupil respect for school property. The Permanent Substitute Teacher:
  - a. supervises students' use of all educational materials, supplies and equipment.
  - b. uses professional judgment in reporting any misuse or abuse of school property.
4. Demonstrates qualities appropriate to the profession. The Permanent Substitute Teacher:
  - a. is punctual in arriving and assuming assigned duties.
  - b. has attendance record which provides for continuity in the education program.
  - c. dresses appropriately in accordance with assigned responsibilities and as indicated in Board of Education guidelines.
5. Implements lesson plans left by teacher in order to meet lesson objectives and needs of pupils with varying abilities, attitudes, and learning styles.
6. Performs such other duties as assigned by the building administration.

**Terms of Employment:**

Salary and work year to be established by the Board of Education.

**Annual Evaluation:**

Performance of this job will be evaluated annually in accordance with NJ State law and the provisions of the board's policy on evaluations.

**Approved by:** Roxbury Township Board of Education

**Revised:** April 26, 2021

Adapted from NJSBA LEGAL AND POLICY SERVICES | New Jersey School Boards Association, P.O. Box 909, Trenton, NJ 08605-0909 | Copyright 2010 by NJSBA. All rights reserved.

# POLICY

## ROXBURY TOWNSHIP BOARD OF EDUCATION

EXHIBIT #P1 – SECOND READING

Bylaws  
0145/Page 1 of 1

### BOARD MEMBER RESIGNATION AND REMOVAL

#### 0145 BOARD MEMBER RESIGNATION AND REMOVAL

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

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

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

1. The member's removal was proposed at the immediately previous Board meeting; and
2. Notice of the proposed removal was given to the affected member at least ~~five days~~ forty-eight hours in advance of the meeting at which the vote will be taken.

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

Adopted: 14 October 2013  
Revised: 26 April 2021



# POLICY

## ROXBURY TOWNSHIP BOARD OF EDUCATION

EXHIBIT #P2 – SECOND READING

Bylaws

0164.6/Page 1 of 12

REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY (M)

0164.6 REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED  
EMERGENCY (M)

### M

#### A. Purpose – N.J.A.C. 5:39-1.1

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

#### B. Definitions – N.J.A.C. 5:39-1.2

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

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

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



## REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY (M)

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

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

"Electronic notice" means advance notice available to the public via electronic transmission of at least forty eight hours, giving the time, date, location and, to the extent known, the agenda of any regular, special, or rescheduled meeting, which shall accurately state whether formal action may or may not be taken at such meeting.

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

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

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

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

"Public meeting" means and includes any gathering whether corporeal or by means of communication equipment which is attended by, or open to, all of the members of a public body, held with the intent, on the part of the members of the body present, to discuss or act as a unit upon the specific public business of that body. Meeting does not mean or include any such gathering (1) attended by less than an effective majority of the members of a public body, or (2) attended by or open to all the members of three or more similar public bodies at a convention or similar gathering.



## REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY (M)

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

- C. Circumstances Under Which a Board of Education May Hold a Remote Public Meeting During a Declared Emergency for Conducting Public Business – N.J.A.C. 5:39-1.3
1. In addition to any circumstances under which public meetings held by means of communication equipment may be authorized pursuant to the Open Public Meetings Act, N.J.S.A. 10:4-1 et seq., the Board may hold a remote public meeting to conduct public business during a declared emergency if the emergency reasonably prevents the Board from safely conducting public business at a physical location with members of the public present.
  2. If, during a declared emergency, the Board holds a physical meeting in a location where, pursuant to State and/or Federal guidelines meant to mitigate the risk of a contagious infection, the declared emergency necessitates capacity restrictions reducing the number of individuals that can be present in the meeting room to an amount below that reasonably expected for the public meeting by the Board, the Board must either hold the public meeting at another location with adequate capacity for the reasonably expected attendance by the public or hold the public meeting as both an in-person meeting and a remote public meeting.
    - a. As set forth at N.J.A.C. 5:39-1.4(c), no in-person meeting shall proceed if the room capacity does not permit any member of the public to attend.
  3. Nothing in N.J.A.C. 5:39-1.3 shall be interpreted to prevent the Board from broadcasting the audio and/or video of, or taking remote public comment during, a public meeting that the public can physically attend without being subject to public health-related capacity restrictions.
- D. Minimum Technological and Procedural Requirements for Remote Public Meetings Necessitated by a Declared Emergency – N.J.A.C. 5:39-1.4
1. If a declared emergency requires the Board to hold a remote public meeting to conduct public business, the Board shall use an electronic



## REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY (M)

communications technology that is routinely used in academic, business, and professional settings, and can be accessed by the public at no cost.

- a. Participant capacity on the selected platform should be consistent with the reasonable expectation of the public body for public meetings of the type being held and shall not be limited to fewer than fifty public participants (beyond those persons required to conduct business at the meeting).
2. Remote public meetings may be held by means including, but not limited to, audio-only teleconferencing, electronic communications platforms with video and audio, and Internet-accessible technology, such as live-streaming.
    - a. If an electronic communications platform or Internet-accessible technology is being utilized for a remote public meeting, a telephonic conference line shall also be provided to allow members of the public to dial-in by telephone to listen and provide public comment as otherwise required by law.
    - b. The Board shall require members of the public to state, prior to providing public comment, whether they wish to speak and to identify themselves prior to speaking.
  3. The Board shall provide the public with similar access to a remote public meeting as members of the Board, staff of the Board, and any individuals seeking one or more approvals from the Board.
    - a. If a remote public meeting is held by audio and video, the public shall also have the opportunity to participate in the meeting in both audio and video capacities.
    - b. The Board meeting held in-person shall not prohibit members of the public from attending in-person.
  4. Any remote public meeting where sworn testimony is being taken shall be broadcast by video, as well as by audio.
    - a. All individuals giving sworn testimony at a remote public meeting shall appear by video in addition to audio.



## REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY (M)

5. Any presentations or documents that would otherwise be viewed or made available to members of the public physically attending the Board meeting shall be made visible on a video broadcast of the remote public meeting or made available on the Internet website or webpage of the entity governed by the Board, or the Internet website or webpage of the entity responsible for appointing the members of the Board.
  - a. If a document would be made available to individual members of the public in hard copy while physically attending the meeting, the document shall be made available in advance of the meeting for download through an internet link appearing either on the meeting notice, or near the posting of the meeting notice, both on the website and at the building where the meeting would otherwise be held.
  - b. If the Board does not have its own website, such documents shall be available upon request ahead of the meeting and provided through an official social media account if one exists.
6. The Board holding a remote public meeting shall allow members of the public to make public comment by audio, or by audio and video, if the remote public meeting is held over both audio and video, during the meeting.
  - a. In advance of the remote public meeting, the Board shall allow public comments to be submitted to the Business Administrator/Board Secretary by electronic mail and in written letter form by a reasonable deadline.
  - b. The Board shall not accept text-based public comment received during a remote public meeting held through an electronic communications platform or Internet-accessible technology. Public comments submitted before the remote public meeting through electronic mail or by written letter shall be read aloud and addressed during the remote public meeting in a manner audible to all meeting participants and the public.
  - c. The Board shall impose a reasonable time limit, where permitted by law, of three minutes on individual public comments and the same limits shall be placed on the reading of written comments. Each comment shall be read from the beginning, until the time





## REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY (M)

limit is reached. The Board may pass over duplicate written comments; however, each duplicate comment shall be noted for the record with the content summarized. If the Board elects to summarize duplicative comments, the Board must not summarize certain duplicative comments while reading other duplicative comments individually.

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



## REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY (M)

- (1) The Board shall facilitate a dialogue with the commenter to the extent permitted by the electronic communications technology;
  - (2) If a member of the public becomes disruptive during a remote public meeting, including during any period for public comment, the member of the Board charged with running the remote public meeting shall mute or continue muting, or direct appropriate staff to mute or continue muting, the disruptive member of the public and warn that continued disruption may result in being prevented from speaking during the remote public meeting or removed from the remote public meeting.
    - (a) Disruptive conduct includes sustained inappropriate behaviors, such as, but not necessarily limited to, shouting, interruption, and use of profanity.
  - (3) A member of the public who continues to act in a disruptive manner after receiving an initial warning may be muted while other members of the public are allowed to proceed with their questions or comments.
    - (a) If time permits, the disruptive individual shall be allowed to speak after all other members of the public have been given the opportunity to make their comment. Should the person remain disruptive, the individual may be muted or kept on mute for the remainder of the remote public meeting, or removed from the remote public meeting.
9. Electronic communications platforms and Internet-accessible technologies used for remote public meetings shall be hosted on FedRAMP Moderate Impact Level Authorized dedicated servers or in a FedRAMP Moderate Impact Level Authorized Cloud, unless the host of the dedicated servers or cloud provides annual evidence of satisfactory cybersecurity internal controls through a SOC2 audit report.
- a. When using cloud services, the technology vendor shall check provider credentials and contracts to ensure FedRAMP Moderate



## REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY (M)

Impact compliance unless annual evidence of satisfactory internal controls is provided through a SOC2 audit report.

- E. Notice of Remote Public Meetings; Statement in Minutes – N.J.A.C. 5:39-1.5
1. Adequate notice of a remote public meeting must include, in addition to the content required pursuant to N.J.S.A. 10:4-8, clear and concise instructions for accessing the remote public meeting, the means for making public comment, and where relevant documents, if any, will be made available.
  2. In addition to adequate notice, the Board shall also provide electronic notice of a remote public meeting, except as may be permitted pursuant to N.J.S.A. 10:4-9.3 and E.3. below.
    - a. The electronic notice shall contain the content required pursuant to N.J.S.A. 10:4-8 and 10:4-9.1 and E.1. above, and shall be posted on the Internet website or webpage of Board and/or school district, or the entity responsible for appointing the members of the Board.
      - (1) If the Board does not have a website, electronic notice shall be provided on an official social media platform of the Board; however, electronic notice is not required if the Board does not have an internet presence.
      - (2) Unless otherwise prohibited by the declared emergency, the content of the electronic notice shall also be posted on the main access door of the building where the public would routinely attend public meetings of the Board in-person. The notice must be viewable from the outside.
  3. If during a declared emergency the Board elects to issue electronic notice of a remote public meeting in lieu of, rather than in addition to, adequate public notice, as permitted pursuant to N.J.S.A. 10:4-9.3, the Board shall limit public business discussed or effectuated at the meeting to matters:
    - a. Necessary for the continuing operation of government and which relate to the emergency declaration connected with the declared emergency; or





## REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY (M)

7. At the commencement of every remote public meeting of the Board, the person presiding shall announce publicly, and shall cause to be entered in the minutes of the meeting, an accurate statement to the effect that:
  - a. Both adequate and electronic notice of the meeting has been provided, specifying the time, place, and manner in which such notice was provided;
  - b. Only electronic notice of the meeting has been provided, specifying the time, place, and manner in which such notice was provided, and that discussion and effectuation of public business shall be limited to only those matters:
    - (1) Necessary for the continuing operation of government and that relate to the applicable emergency declaration; or
    - (2) Requiring decision during the remote public meeting due to imminent time constraints; or
  - c. That adequate notice and electronic notice was not provided, in which case such announcement shall state:
    - (1) The reason(s) why the matter(s) discussed are of such urgency and importance, as contemplated pursuant to N.J.S.A. 10:4-9(b)(1), and the nature of the substantial harm to the public interest likely to result from a delay in the holding of the meeting;
    - (2) That the remote public meeting will be limited to discussion of, and acting with respect to, such matters of urgency and importance;
    - (3) The time, place, and manner in which notice of the meeting was provided; and
    - (4) Either that the need for such meeting could not reasonably have been foreseen at a time when adequate notice and/or electronic notice could have been provided, in which event, such announcement shall specify the reason why such need could not reasonably have been foreseen; or that such need could reasonably have been foreseen at a time when



## REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY (M)

adequate notice and/or electronic notice could have been provided, but such notice was not provided, in which event the announcement shall specify the reason why adequate notice and/or electronic notice was not provided.

8. Where the Board is required by law to provide a meeting agenda, or otherwise provides a meeting agenda by practice at its regularly scheduled meetings, prior to the commencement of the remote public meeting, the Board shall also make a copy of the agenda available to the public for download through an Internet link appearing either on the meeting notice, or near the posting of the meeting notice on the website.
    - a. The notice shall also be posted at the building where the meeting would otherwise be held prior to the commencement of the remote public meeting.
- F. Executive or Closed Session During Remote Public Meetings
1. A Board entering into an executive or closed session shall ensure that audio or video of the session cannot be accessed, except by those individuals that are participating in the session.
    - a. A separate non-public conference line or e-platform session may be employed for this purpose.
  2. The secretary of the Board should take roll call with each individual affirmatively identifying themselves prior to commencing the closed session.
  3. If a closed session is held through a telephonic conference call a separate call-in line should be made available to ensure confidentiality.
  4. For closed sessions during remote public meetings held through video conferencing, audio recording should be muted and video recording blocked by a graphic labeled "Executive Session".
  5. As with in-person meetings, the Board shall have read into the record the reason(s) for entering into executive session.

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



# POLICY

## REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY (M)

Adopted: 26 April 2021



# REGULATION

ROXBURY TOWNSHIP  
**BOARD OF EDUCATION**

EXHIBIT #P3 – SECOND READING

ADMINISTRATION  
R 1642/Page 1 of 13  
EARNED SICK LEAVE LAW

## R 1642 EARNED SICK LEAVE LAW

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

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

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

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

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

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

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

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

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





# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION  
R 1642/Page 2 of 13  
EARNED SICK LEAVE LAW

contract with the division for the express purpose of providing the services.

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

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

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

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

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

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

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



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION  
R 1642/Page 3 of 13  
EARNED SICK LEAVE LAW

employee or the employee's spouse, domestic partner, or civil union partner when the employee, spouse or partner was a minor child.

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

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

"Spouse" means a husband or wife.

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

1. The employer shall provide earned sick leave in accordance with the Act for each employee working for the employer.
2. For every thirty hours worked, the employee shall accrue one hour of earned sick leave. The employer will not provide an employee their full complement of earned sick leave for a benefit year as required under N.J.S.A. 34:11D-2 on the first day of each benefit year in accordance with the Act.
3. The employer will not permit the employee to accrue or use in any benefit year, or carry forward from one benefit year to the next, more than forty hours of earned sick leave.
  - a. Unless the employee has accrued earned sick leave prior to October 29, 2018, the earned sick leave shall begin to accrue on October 29, 2018 for any employee who is hired and commences employment before October 29, 2018 and the employee shall be eligible to use the earned sick leave beginning on February 26, 2019 after the employee commences employment.
  - b. If the employee's employment commences after October 29, 2018, the earned sick leave shall begin to accrue upon the date that employment commences. The



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION  
R 1642/Page 4 of 13  
EARNED SICK LEAVE LAW

employee shall be eligible to use the earned sick leave beginning on the 120<sup>th</sup> calendar day after the employee commences employment.

4. The employer shall be in compliance with N.J.S.A. 34:11D-2 if the employer offers paid time off to an employee, which is fully paid and shall include, but is not limited to personal days, vacation days, and sick days, and may be used for the purposes of N.J.S.A. 34:11D-3 in the manner provided by the Act, and is accrued at a rate equal to or greater than the rate described in N.J.S.A. 34:11D-2.
5. The employer shall pay the employee for earned sick leave at the same rate of pay with the same benefits as the employee normally earns, except that the pay rate shall not be less than the minimum wage required for the employee pursuant to N.J.S.A. 34:11-56a4.
6. Upon the mutual consent of the employee and employer, an employee may voluntarily choose to work additional hours or shifts during the same or following pay period, in lieu of hours or shifts missed, but shall not be required to work additional hours or shifts or use accrued earned sick leave. The employer may not require, as a condition of an employee using earned sick leave, that the employee search for or find a replacement worker to cover the hours during which the employee is using earned sick leave.
7. If an employee is transferred to a separate division, entity, or location, but remains employed by the same employer, then the employee shall be entitled to all earned sick leave accrued at the prior division, entity, or location, and shall be entitled to use the accrued earned sick leave as provided in the Act.
8. If an employee is terminated, laid off, furloughed, or otherwise separated from employment with the employer, any unused accrued earned sick leave shall be reinstated upon the re-hiring or reinstatement of the employee to that employment, within six months of termination, being laid off or furloughed, or separation, and prior employment with the employer shall be counted towards meeting the eligibility requirements set forth in N.J.S.A. 34:11D-2.



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION  
R 1642/Page 5 of 13  
EARNED SICK LEAVE LAW

9. The employer may choose the increments in which its employees may use earned sick leave, provided that the largest increment of earned sick leave an employee may be required to use for each shift for which earned sick leave is used shall be the number of hours the employee was scheduled to work during that shift.
- C. Permitted Usage of Earned Sick Leave – N.J.S.A. 34:11D-3
1. The employer shall permit an employee to use the earned sick leave accrued pursuant to the Act for any of the following:
    - a. Time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
    - b. Time needed for the employee to aid or care for a family member of an employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
    - c. Absence necessary due to circumstances resulting from the employee, or a family member of an employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;
    - d. Time during which the employee is not able to work because of:
      - (1) A closure of the employee's workplace, or the school or place of care of a child of an employee, by order of a public official or because of a state of emergency declared



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION  
R 1642/Page 6 of 13  
EARNED SICK LEAVE LAW

by the Governor of New Jersey, due to an epidemic or other public health emergency, ~~or because of;~~

(2) The declaration of a state of emergency by the Governor of New Jersey, or the issuance by a health care provider or the New Jersey Commissioner of Health or other public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others; ~~or~~

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

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



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION  
R 1642/Page 7 of 13  
EARNED SICK LEAVE LAW

- a. The employer may prohibit employees from using foreseeable earned sick leave on certain dates provided reasonable notice of these dates is provided to employees and the employer will require reasonable documentation if sick leave that is not foreseeable is used during those dates.
- b. For earned sick leave of three or more consecutive days, the employer will require reasonable documentation that the leave is being taken for the purpose permitted under N.J.S.A. 34:11D-3.a. and C.1. above.
- c. If the leave is permitted under N.J.S.A. 34:11D-3.a.(1) and C.1.a. above or N.J.S.A. 34:11D-3.a.(2) and C.1.b. above, documentation signed by a health care professional who is treating the employee or the family member of the employee indicating the need for the leave and, if possible, number of days of leave, shall be considered reasonable documentation.
- d. If the leave is permitted under N.J.S.A. 34:11D-3.a.(3) and C.1.c. above because of domestic or sexual violence, any of the following shall be considered reasonable documentation of the domestic or sexual violence: medical documentation; a law enforcement agency record or report; a court order; documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense; certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney, or other professional who has assisted the employee or family member in dealing with the domestic or sexual violence.
- e. If the leave is permitted under N.J.S.A. 34:11D-3.a.(4) and C.1.d. above, a copy of the order of the public official or the determination by the health authority shall be considered reasonable documentation.



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION  
R 1642/Page 8 of 13  
EARNED SICK LEAVE LAW

- f. If the leave is permitted under N.J.S.A. 34:11D-3.a.(5) and C.1.e. above, tangible proof of the reasons outlined in N.J.S.A. 34:11D-3.a.(5) and C.1.e. above shall be considered reasonable documentation.
3. Nothing in the Act shall be deemed to require the employer to provide earned sick leave for an employee's leave for purposes other than those identified in N.J.S.A. 34:11D-3, or prohibit the employer from taking disciplinary action against an employee who uses earned sick leave for purposes other than those identified in N.J.S.A. 34:11D-3.
4. The employer will provide an offer to an employee for payment of unused earned sick leave in the final month of the employer's benefit year. The employee shall choose, no later than ten calendar days from the date of the employer's offer, whether to accept a payment or decline a payment. If the employee does not accept the employer's offer within ten calendar days from the date of the employer's offer, the employee is deemed to have declined the employer's offer.
  - a. If the employee agrees to receive a payment, the employee shall choose a payment for the full amount of unused earned sick leave or for fifty percent of the amount of unused earned sick leave. The payment amount shall be based on the same rate of pay that the employee earns at the time of the payment.
  - b. If the employee declines a payment for unused earned sick leave, or agrees to a payment for fifty percent of the amount of unused sick leave, the employee shall be entitled to carry forward any unused or unpaid earned sick leave to the proceeding benefit year as provided pursuant to N.J.S.A. 34:11D-2.a. and B.1., B.2., and B.3. above.
  - c. If the employee agrees to a payment for the full amount of unused earned sick leave, the employee shall not be entitled to carry forward any earned sick leave to the proceeding benefit year pursuant to N.J.S.A. 34:11D-2.a. and B.1, B.2., and B.3. above.



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION  
R 1642/Page 9 of 13  
EARNED SICK LEAVE LAW

5. Unless the employer's policy or a collective bargaining agreement provides for the payment of accrued earned sick leave upon termination, resignation, retirement, or other separation from employment, an employee shall not be entitled under N.J.S.A. 34:11D-3 to payment of unused earned sick leave upon the separation from employment.
  6. Any information the employer possesses regarding the health of an employee or any family member of the employee or domestic or sexual violence affecting an employee or employee's family member shall be treated as confidential and not disclosed except to the affected employee or with the written permission of the affected employee.
- D. Retaliation, Discrimination Prohibited – N.J.S.A. 34:11D-4 and N.J.S.A. 34:11D-12
1. No employer shall take retaliatory personnel action or discriminate against an employee who accrues sick leave under the Act because the employee requests or uses earned sick leave either in accordance with the Act or the employer's own earned sick leave policy for employees covered under the Act. Any complaints alleging a violation of the Act shall be filed in accordance with the provisions of N.J.S.A. 34:11D-4.
    - a. The employer shall not count earned sick leave taken under the Act as an absence that may result in the employee being subject to discipline, discharge, demotion, suspension, a loss or reduction of pay, or any other adverse action.
  2. There shall be a rebuttable presumption of an unlawful retaliatory personnel action under N.J.S.A. 34:11D-4 whenever the employer takes adverse action against an employee within ninety days of when that employee:
    - a. Files a complaint with the Department or a court alleging a violation of any provision of N.J.S.A. 34:11D-4;
    - b. Informs any person about the employer's alleged violation of N.J.S.A. 34:11D-4;





# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION  
R 1642/Page 10 of 13  
EARNED SICK LEAVE LAW

- c. Cooperates with the Department or other persons in the investigation or prosecution of any alleged violation of N.J.S.A. 34:11D-4;
    - d. Opposes any policy, practice, or act that is unlawful under N.J.S.A. 34:11D-4; or
    - e. Informs any person of his or her rights under N.J.S.A. 34:11D-4.
  3. Protections of N.J.S.A. 34:11D-4 shall apply to any person who mistakenly but in good faith alleges violations of the Act.
  4. Any violator of the provisions of N.J.S.A. 34:11D-4 shall be subject to relevant penalties and remedies provided by the “New Jersey State Wage and Hour Law,” N.J.S.A. 34:11-56a et seq., including the penalties and remedies provided by N.J.S.A. 34:11-56a24, and relevant penalties and remedies provided by N.J.S.A. 2C:40A-2, for discharge or other discrimination.
  5. The employer shall not, during the Public Health Emergency and State of Emergency declared by the Governor of New Jersey in Executive Order 103 of 2020 concerning the coronavirus disease 2019 pandemic, terminate or otherwise penalize an employee if the employee requests or takes time off from work based on the written or electronically transmitted recommendation of a medical professional licensed in New Jersey that the employee take that time off for a specified period of time because the employee has, or is likely to have, an infectious disease, as defined in N.J.S.A. 26:13-2, which may infect others at the employee’s workplace.
    - a. The employer shall not, following that specified period of time as per D.5. above, refuse to reinstate the employee to employment in the position held when the leave commenced with no reduction in seniority, status, employment benefits, pay or other terms and conditions of employment.
- E. Violations; Remedies, Penalties, Other Measures – N.J.S.A. 34:11D-5
  1. Any failure of the employer to make available or pay earned sick leave as required by the Act, or any other violation of the Act, shall



be regarded as a failure to meet the wage payment requirements of the “New Jersey State Wage and Hour Law,” N.J.S.A. 34:11-56a et seq., or other violation of the New Jersey State Wage and Hour Law, as the case may be, and remedies, penalties, and other measures provided by the New Jersey State Wage and Hour Law, N.J.S.A. 34:11-58, and N.J.S.A. 2C:40A-2 for failure to pay wages or other violations of the New Jersey State Wage and Hour Law shall be applicable, including, but not limited to, penalties provided pursuant to N.J.S.A. 34:11-56a22 and 34:11-56a24, and civil actions by employees pursuant to N.J.S.A. 34:11-56a25, except that an award to an employee in a civil act shall include, in addition to the amount provided pursuant to N.J.S.A. 34:11-56a25, any actual damages suffered by the employee as the result of the violation plus an equal amount of liquidated damages.

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

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

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



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION  
R 1642/Page 12 of 13  
EARNED SICK LEAVE LAW

1. The employer shall provide notification, in a form issued by the Commissioner, to employees of their rights under the Act, including the amount of earned sick leave to which they are entitled and the terms of its use and remedies provided by the Act to employees if the employer fails to provide the required benefits or retaliates against employees exercising their rights under the Act.
  - a. The employer shall conspicuously post the notification in a place or places accessible to all employees in each of the employer's workplaces.
  - b. The employer shall also provide each employee with a written copy of the notification: not later than thirty days after the form of the notification is issued; at the time of the employee's hiring, if the employee is hired after the issuance; and at any time, when first requested by the employee.
  - c. The Commissioner shall make the notifications available in English, Spanish, and any other language that the Commissioner determines is the first language of a significant number of workers in the State and the employer shall use the notification in English, Spanish, or any other language for which the Commissioner has provided notifications and which is the first language of a majority of the employer's workforce.

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

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



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

ADMINISTRATION  
R 1642/Page 13 of 13  
EARNED SICK LEAVE LAW

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

Adopted: 16 December 2019

Revised: 26 April 2021



# POLICY

## ROXBURY TOWNSHIP BOARD OF EDUCATION

EXHIBIT #P4 - SECOND READING

Students  
5330.01/Page 1 of 2

### ADMINISTRATION OF MEDICAL **CANNABIS MARIJUANA** (M)

#### 5330.01 ADMINISTRATION OF MEDICAL **CANNABIS MARIJUANA** (M)

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

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

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

Medical **cannabis marijuana** may only be administered to the qualifying student patient while the student is on school grounds, aboard a school bus, or attending a school-sponsored event by the **designated primary caregiver(s)** in accordance with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A. 24:6I-1 et seq. The



## ADMINISTRATION OF MEDICAL **CANNABIS MARIJUANA** (M)

prescribed medical **cannabis marijuana** must be in the possession of the **designated primary caregiver(s)** at all times, except during the administration process. The **designated primary caregiver(s)** shall comply with the requirements of the Principal's written approval for the administration of medical **cannabis marijuana** to the qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event.

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

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

N.J.S.A. 18A:40-12.22

N.J.S.A. 24:6I-1 et seq.

N.J.A.C. 6A:16-2.4; 6A:32-7.4

Adopted: 16 May 2016

Revised: **26 April 2021**



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

EXHIBIT #P5 - SECOND READING

STUDENTS

R 5330.01/Page 1 of 9

Administration of Medical Cannabis Marijuana (M)

### R 5330.01 Administration of Medical Cannabis Marijuana (M)

#### M

A custodial parent, ~~guardian~~, or person having legal custody of a student requesting the administration of medical ~~marijuana~~ **cannabis** only in non-smokable form to a qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event must comply with the procedures and requirements of N.J.S.A. 18A:40-12.22 and N.J.S.A. 24:6I-1 et seq. and this Regulation.

#### A. Definitions

For the purposes of this Policy **and Regulation 5330.01**:

1. ~~“Bona fide physician-patient relationship” means a relationship in which the physician has ongoing responsibility for the assessment, care, and treatment of a qualifying student patient’s debilitating medical condition.~~
2. ~~“Certification” means a statement signed by a physician with whom a qualifying student patient has a bona fide physician-patient relationship, which attests to the physician’s authorization for the patient to apply for registration for the medical use of marijuana.~~
13. **“Cannabis Marijuana” has the meaning given to marijuana in Section 2 of the “New Jersey Controlled Dangerous Substances Act,” N.J.S.A. 24:21-2.**
2. **“Commission” means the Cannabis Regulatory Commission established pursuant to N.J.S.A. 24:6-24.**
3. **“Designated caregiver(s)” means a resident of New Jersey who:**
  - a. **Is at least eighteen year old;**
  - b. **Has agreed to assist with a registered qualifying student patient’s medical use of cannabis, is not currently serving as a designated caregiver(s) for more than one other qualifying patient, and is not the qualifying student patient’s health care practitioner;**



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

STUDENTS

R 5330.01/Page 2 of 9

Administration of Medical Cannabis Marijuana (M)

- c. Is subject to the provisions of N.J.S.A. 24:6I-4.c.(2), has never been convicted of possession or sale of a controlled dangerous substance, unless such conviction occurred after the effective date [Oct. 1, 2010] of N.J.S.A. 24:6I-1 et seq. and was for a violation of Federal law related to possession or sale of cannabis that is authorized under N.J.S.A. 24:6I-1 et seq. or N.J.S.A. 18A:40-12.22 et seq.;
  - d. Has registered with the Commission pursuant to N.J.S.A. 24:6I-4 and, except in the case of a designated caregiver(s) who is an immediate family member of the qualified student patient, has satisfied the criminal history background check requirement of N.J.S.A. 24:6I-4; and
  - e. Has been designated as designated caregiver(s) by the qualifying student patient when registering or renewing a registration with the Commission or in other written notification to the Commission.
4. "Health Care Practitioner" means a physician, advanced practice nurse, or physician assistant licensed or certified pursuant to N.J.S.A. 45 who:
- a. Possesses active registrations to prescribe controlled dangerous substances issued by the United States Drug Enforcement Administration and the Division of Consumer Affairs in the Department of Law and Public Safety;
  - b. Is the health care practitioner responsible for the ongoing treatment of a qualifying student patient's qualifying medical condition, the symptoms of that condition, or the symptoms associated with the treatment of that condition, provided; however, that the ongoing treatment shall not be limited to the provision of authorization for a patient to use medical cannabis or consultations solely for that purpose; and
  - c. If the qualifying student patient is a minor, a pediatric specialist.





# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

STUDENTS

R 5330.01/Page 3 of 9

Administration of Medical Cannabis Marijuana (M)

54. “Medical use of cannabis marijuana” means the acquisition, possession, transport, or use of cannabis marijuana or paraphernalia by a registered qualifying student patient as authorized by N.J.S.A. 24:6I-1 et seq. and N.J.S.A. 18A:40-12.22 et seq. ~~the New Jersey Compassionate Medical Marijuana Act (Act).~~
65. “Parent” means the custodial parent, ~~guardian,~~ or person who has legal custody of a qualifying student patient who may also be the designated primary caregiver(s) registered with the Commission and ~~provided a Registry Identification Card by the New Jersey Department of Health to administer medical cannabis marijuana to a student in accordance with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A 24:6I-4.~~
6. ~~“Physician” means a person licensed to practice medicine and surgery pursuant to Title 45 of the Revised Statutes with whom the qualifying student patient has a bona fide physician patient relationship and who is the primary care physician, hospice physician, or physician responsible for the ongoing treatment of a qualifying student patient’s debilitating medical condition, provided; however, that the ongoing treatment shall not be limited to the provision of authorization for a qualifying student patient to use medical marijuana or consultation solely for that purpose.~~
7. ~~“Primary caregiver” or “caregiver” means a resident of the State who:~~
- a. ~~Is at least eighteen years old;~~
  - b. ~~Has agreed to assist with a registered qualifying student patient’s medical use of marijuana, is not currently serving as primary caregiver for another qualifying patient, and is not the qualifying student patient’s physician;~~
  - c. ~~Has never been convicted of possession or sale of a controlled dangerous substance, unless such conviction occurred after the effective date [Oct. 1, 2010] of the Act and was for a violation of Federal law related to possession or sale of marijuana that is authorized under the Act;~~



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

STUDENTS

R 5330.01/Page 4 of 9

Administration of Medical ~~Cannabis Marijuana~~ (M)

- d. ~~Has registered with the Department of Health pursuant to N.J.S.A. 24:6I-4 and has satisfied the criminal history record background check requirement of N.J.S.A. 24:6I-4; and~~
- e. ~~Has been designated as primary caregiver on the qualifying student patient's application or renewal for a Registry Identification Card or in other written notification to the Department of Health.~~

78. "Qualifying student patient" ~~for the purpose of Policy and Regulation 5330.01~~ means a resident of the State who is a student enrolled and attending school in this school district who has been ~~authorized for the medical use of cannabis by a health care practitioner provided with a certification by a physician pursuant to a bona fide physician-patient relationship and has been issued a Registry Identification Card by the New Jersey Department of Health for medical use of marijuana in accordance with the provisions of N.J.S.A. 18A:40-12.22 and N.J.S.A. 24:6I-41 et seq.~~

8. "Registration with the Commission" means a person has met the qualification requirements for, and has been registered by the Commission as, a registered qualifying patient, designated caregiver(s), or institutional caregiver(s). The Commission shall establish appropriate means for health care practitioners, health care facilities, medical cannabis dispensaries, law enforcement, schools, facilities providing behavioral health services or services for persons with developmental disabilities, and other appropriate entities to verify an individual's status as a registrant with the Commission.

9. ~~"Qualifying patient" means a resident of the State who has been provided with a certification by a physician pursuant to a bona fide physician-patient relationship.~~

10. ~~"Registry Identification Card" means a document issued by the Department of Health that identifies a person as a registered qualifying student patient or primary caregiver.~~

B. Registration – Qualifying Student Patient and ~~Designated Primary Caregiver(s)~~

1. A qualifying student patient must be authorized to engage in the medical use of ~~cannabis marijuana~~ and the ~~designated primary caregiver(s)~~ must



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

STUDENTS

R 5330.01/Page 5 of 9

Administration of Medical ~~Cannabis Marijuana~~ (M)

be authorized to assist the qualifying student patient with the medical use of ~~cannabis marijuana~~ pursuant to the provisions of N.J.S.A. 24:6I-1 et seq.

2. A qualifying student patient and their ~~designated primary~~ caregiver must complete the registration process in accordance with the provisions of N.J.S.A. 24:6I-4 and any other requirements of the ~~Commission New Jersey Department of Health~~.
  3. The qualifying student patient's parent shall be responsible to immediately inform the Principal of any change in the status of the student's ~~registration with the Commission Registry Identification Card~~ that would deem the ~~registration with the Commission Registry Identification Card~~ null and void due to any reason outlined in N.J.S.A. 24:6I-1 et seq. ~~4e or for any other reason~~.
  4. The qualifying student patient's ~~designated primary~~ caregiver(s) shall be responsible to immediately inform the Principal of any change in the status of any ~~designated primary-caregiver(s)'s current registration with the Commission Registry Identification Card~~ that would deem the ~~registration Registry Identification Card~~ null and void due to any reason outlined in N.J.S.A. 24:6I-1 et seq. ~~4e or for any other reason~~.
- C. Submission for Authorization for Administration of Medical ~~Cannabis Marijuana~~
1. A parent of a qualifying student patient requesting the administration of medical ~~cannabis marijuana~~ to the student while on school grounds, aboard a school bus, or attending a school-sponsored event must submit a written request to the Principal with ~~proof of current registration with the Commission a copy of a current New Jersey Department of Health Registry Identification Cards~~ for the qualifying student patient and the ~~designated primary~~ caregiver(s) and a copy of the ~~health care provider's physician's~~ order or prescription indicating dosage information and the method of administration for the medical ~~cannabis marijuana~~ to the qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event.

The Principal may request the parent provide additional documentation from the ~~health care provider physician~~ that the medical marijuana must



be administered during the time of the day when the student is on school grounds, aboard a school bus, or attending a school-sponsored event and the medical ~~cannabis marijuana~~ cannot be administered and/or will not be effective during alternate times when the student is not on school grounds, aboard a school bus, or attending a school-sponsored event.

- a. The parent's written request and all supporting documentation must be submitted to the Principal at least five school days before the first day of the requested administration.
2. The Principal shall review the submitted ~~proof of current registration with the Commission Registry Identification Cards~~ and supporting documentation ~~submitted by the parent~~ with the school physician, the school nurse, and the Superintendent of Schools.
3. Upon review and approval of the documentation submitted by the parent, the Principal will inform the parent or ~~designated primary caregiver(s)~~, if the parent is not the ~~designated primary caregiver~~, in writing with the following information:
  - a. The location (school, office, etc.) where the ~~designated primary caregiver(s)~~ shall report to administer the medical ~~cannabis marijuana~~;
  - b. The school staff member(s) who the ~~designated primary caregiver~~ must see to coordinate the administration of medical ~~cannabis marijuana~~;
  - c. The time the ~~designated primary caregiver(s)~~ shall report to administer the medical ~~cannabis marijuana~~;
  - d. The specific location where the medical ~~cannabis marijuana~~ shall be administered to the student; and
  - e. A copy of Policy and Regulation 5330.01 – Administration of Medical ~~Cannabis Marijuana~~.
4. In the event the Principal, after consultation with the school nurse, school physician, and Superintendent, has a question or concern regarding the ~~current registration with the Commission Registry~~



~~Identification Cards~~ or supporting documentation submitted by the parent, the Principal or school physician will contact the parent with the question or concern.

5. The administration of medical ~~cannabis marijuana~~ on school grounds, aboard a school bus, or at a school-sponsored event, pursuant to N.J.S.A. 18A:40-12.22, will only be authorized after the approval required by Policy and Regulation 5330.01.

D. Administration of Medical ~~Cannabis Marijuana~~

1. ~~The m~~Medical ~~cannabis marijuana~~ shall only be administered by the ~~designated primary caregiver(s)~~ and at the approved location, times, and method as indicated in the parent's request that was approved in writing by the Principal.
2. In accordance with the provisions of N.J.S.A. 18A:40-12.22.b.(5), medical ~~cannabis marijuana~~ cannot be administered to a qualifying student patient while on school grounds, aboard a school bus, or attending a school-sponsored event by smoking or other form of inhalation.
3. ~~The p~~Prescribed medical ~~cannabis marijuana~~ must always be in the possession of the ~~designated primary caregiver(s)~~ and may not be in the possession of the qualifying student patient at any time on school grounds, aboard a school bus, or at a school-sponsored event.
4. The Principal, after consultation with the school nurse, school physician, and the Superintendent, will determine a specific location for the administration of the medical ~~cannabis marijuana~~ to the qualifying student patient.
  - a. The Principal will designate a private area, if possible, for the ~~designated primary caregiver(s)~~ to administer the medical ~~cannabis marijuana~~ to the qualifying student patient. The amount of privacy provided for the administration will depend on the approved method of administration and the designated location. The location may be a nurse's office, a private office, a private restroom facility, or any other location appropriate for the approved method of administration.



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

STUDENTS

R 5330.01/Page 8 of 9

Administration of Medical ~~Cannabis Marijuana~~ (M)

5. The ~~designated primary caregiver(s)~~ shall report to the approved location prior to the scheduled time for the administration of medical ~~cannabis marijuana~~ to the qualifying student patient. The ~~designated primary caregiver(s)~~ must show the ~~proof of current registration with the Commission Registry Identification Card~~ and a second form of identification which shall be a photograph identification.
6. The Principal or supervising school staff member of a school-sponsored event may designate a school staff member to escort the ~~designated primary caregiver(s)~~ to the qualifying student patient at the designated time to the designated location for the administration.
7. The Principal may designate a school staff member to observe the administration of the medical ~~cannabis marijuana~~ on school grounds, aboard a school bus, or at a school-sponsored event.
8. The ~~designated primary caregiver(s)~~ shall assist in the administration of medical ~~cannabis marijuana~~ to the qualifying student patient in accordance with the method and dosage prescribed by the ~~health care practitioner physician~~ and included in the parent's request to the Principal.
9. The qualifying student patient shall return to his/her class or event as soon as possible after the administration.
10. The ~~designated primary caregiver(s)~~ will be escorted outside the school building, away from the school bus, or away from the school-sponsored event, if applicable, by a school staff member after the administration.
  - a. The qualifying student patient and/or ~~designated primary caregiver(s)~~ may be asked to remain at the location of the administration by the school staff member in the event the student needs some additional time after the administration and before returning to their class or event.
11. The ~~designated primary caregiver(s)~~ shall be responsible for the security of the medical ~~cannabis marijuana~~ on school grounds, aboard a school bus, or at a school-sponsored event before, during, and after the administration. At no time shall the qualifying student patient have the



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

STUDENTS

R 5330.01/Page 9 of 9

Administration of Medical ~~Cannabis Marijuana~~ (M)

medical ~~cannabis marijuana~~ in their possession except during the administration process by the ~~designated primary~~ caregiver(s).

Adopted: 16 May 2016

Revised: 26 April 2021



## 7425 LEAD TESTING OF WATER IN SCHOOLS

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

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

**The Superintendent of Schools or designee shall complete a review of the final laboratory results within seventy-two hours of receipt. Within twenty-four hours after the Board Superintendent or designee has completed a review of final laboratory results in accordance with the provisions of N.J.A.C. 6A:26-12.4(e), the test results shall be made publicly available at the school facility and on the Board of Education's website. If any results exceed the permissible lead action level, the Board shall provide written notification to the parents of all students attending the facility, facility staff, and the New Jersey Department of Education. This written notification shall include: a description of the measures taken by the Board Superintendent or designee to immediately end the use of each drinking water outlet where the water quality exceeded the permissible lead action level; any additional remedial action taken or planned by the Board of Education; the measures taken to ensure that alternate drinking water has been made available to all students and staff members; where the water outlet(s) is located; and information regarding the health effects of lead in accordance with N.J.A.C. 6A:26-12.4(e)1 and 2. After the initial screening, the Board will conduct these lead screenings every six years and Notwithstanding the results or date of any prior testing, the Board shall continue to test drinking water outlets in the designated Statewide required testing year, which shall be every third school year beginning with the 2021-2022 school year and subsequently occurring in the 2024-2025 school year. By no later than June 30 of each designated Statewide required testing year, the Board shall test all drinking water outlets in accordance with N.J.A.C. 6A:26-12.4(g)1. The Board shall sample for lead after the replacement of any drinking water outlet or any other alteration to plumbing or service**





## LEAD TESTING OF WATER IN SCHOOLS

lines that may impact lead levels at the outlet, in accordance with N.J.A.C. 6A:26-12.4~~(f)1 and 2.~~

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

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

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

Adopted: 19 March 2018  
Revised: 26 April 2021



# REGULATION

EXHIBIT #P7 - SECOND READING

PROPERTY  
R 7425/page 1 of 6  
Lead Testing of Water in Schools  
M

## R 7425 LEAD TESTING OF WATER IN SCHOOLS

The Board of Education shall assure the availability of potable drinking water through sanitary means in school facilities or upon school grounds and shall test the school drinking water quality in accordance with the Safe Drinking Water Act, N.J.S.A. 58:12A-1 and the Planning and Construction Standards for School Facilities, N.J.A.C. 7:10 and N.J.A.C. 6A:26-6.

The school district shall conduct lead sampling and analysis in all drinking water outlets to which a student or staff member has, or may have, access in each school facility, other facility, or temporary facility in accordance with the provisions of N.J.A.C. 6A:26-12.4.

### A. Testing of Drinking Water

#### 1. Schedule

a. Sampling shall be conducted in accordance with a lead sampling plan, which shall include:

- (1) A plumbing survey for each facility that identifies how water enters and flows through each facility, the types of plumbing materials used in the facility, such as the service line, piping, solder, fixtures, drinking water outlets where students or staff have or may have access, and point of use treatment, such as drinking water filters;
- (2) The names and responsibilities of all individuals involved in sampling; and
- (3) The following sampling procedures:
  - (a) Samples shall be taken after water has sat undisturbed in the school pipes for at least eight hours, but no more than forty-eight hours before the sample is taken.



# REGULATION

PROPERTY  
R 7425/page 2 of 6  
Lead Testing of Water in Schools

- (i) 24-hour school facilities shall collect first-draw samples at drinking water outlets following a stagnation time that would likely result in the longest standing time;
  - (b) At least eight hours prior to sampling, signs shall be posted to indicate that water shall not be used and access to the buildings subject to the sampling shall be restricted to all but authorized staff members;
  - (c) Existing aerators, screens, and filters shall not be replaced or removed prior to or during sampling; and
  - (d) All samples shall be collected in pre-cleaned high-density polyethylene (HDPE) 250 milliliter (mL) wide-mouth single-use rigid sample containers that are properly labeled.
2. Analysis of Samples
- a. Analysis of samples shall be conducted as follows:
    - (1) Analysis shall be conducted by a certified laboratory to analyze for lead in drinking water;
    - (2) The laboratory shall use an approved analytical method pursuant to the Federal Safe Drinking Water Act at 40 CFR 141.23(k)(1); and
    - (3) Sample analysis shall be conducted in accordance with a Quality Assurance Project Plan (QAPP), which shall be signed by the Board, the certified laboratory, and the individual responsible for conducting the sampling. The QAPP shall include



# REGULATION

PROPERTY  
R 7425/page 3 of 6  
Lead Testing of Water in Schools

the identification of analytical methods, chain of custody procedures, data validation and reporting processes, detection limits, reporting to three significant figures, field blanks, and quality control measures required by the certified method.

- b. The Superintendent or designee may utilize a technical guidance manual, which will be developed by the New Jersey Department of Education (NJDOE), in consultation with the Department of Environmental Protection (DEP), to assist in the school district's compliance with the sampling and analysis requirements of this Regulation.
3. Designated Statewide Required Testing
    - a. Notwithstanding the results or date of any prior testing, the Board shall continue to test drinking water outlets as provided in A.2.a. above in the designated Statewide required testing year, which shall be every third school year beginning with the 2021-2022 school year and subsequently occurring in the 2024-2025 school year:
      - (1) By no later than June 30 of each designated Statewide required testing year, the Board shall test all drinking water outlets. Sampling shall be prioritized, such that buildings and facilities that previously had outlets with results above the action level or identified in the plumbing profile as high risk for lead shall be sampled first in accordance with the sampling plan; and
      - (2) The Board shall sample for lead after the replacement of any drinking water outlet or any other alteration to plumbing or service lines that may impact lead levels at the outlet.



# REGULATION

PROPERTY  
R 7425/page 4 of 6  
Lead Testing of Water in Schools

- b. If the Board tests drinking water outlets for lead more frequently than the three-year cycle set forth in A.3.a. above, the notification requirements set forth in B.2.b. below shall apply.
  - (1) If drinking water outlets are tested more frequently in accordance with A.3.b. above, the Board shall make the most recent results for each facility available on the Board's website.
- 4. Statement of Assurance
  - a. The Board shall submit to the NJDOE by June 30 each year a statement of assurance that lead testing was completed, that notifications were provided, and that alternate drinking water continues to be made available in accordance with N.J.A.C. 6A:26-12.4.
- 5. Exception from Testing Requirements
  - a. The Board may request an exemption from the testing requirements set forth in A.2. above if they can demonstrate that they do not use any drinking water outlets for consumption or food preparation in any of their facilities.
  - b. The Board shall submit an application to the NJDOE documenting that no drinking water outlets are used in their facilities and the provisions for an alternative source of drinking water.
  - c. If the school district receives an exemption from the NJDOE from testing, the Board shall make available for public inspection at the school facility and on the Board's website, if applicable, confirmation that the school district is exempt from testing.



# REGULATION

PROPERTY  
R 7425/page 5 of 6  
Lead Testing of Water in Schools

- d. No later than June 30 of each Statewide required testing school year set forth in A.3. above, the Board shall either begin testing procedures in accordance with section A.3.a. above or reapply for an exemption under section A.5.

## B. Water Testing – Laboratory Results

1. The Superintendent or designee shall complete a review of final laboratory results within seventy-two hours of receipt.
2. Within twenty-four hours after the Superintendent or designee has reviewed the final laboratory results, the Superintendent or designee shall:
  - a. Make the test results of all water samples publicly available at the school facility in accordance with section B.3. below and make the results from the most recent required Statewide testing available on the Board’s website; and
  - b. If any results exceed the permissible lead action level, provide written notification to the parents of all students attending the facility, facility staff, and the Department of Education. This written notification shall be posted on the Board’s website and shall include a description of the following:
    - (1) Measures taken by the Superintendent or its designee, to immediately end use of each drinking water outlet where water quality exceeds the permissible lead action level;
    - (2) Any additional remedial actions taken or planned by the Board;
    - (3) The measures taken to ensure that alternate drinking water has been made available to all students and staff members at the school(s) where the water outlet(s) is located; and
    - (4) Where the water outlet(s) is/are located; and



# REGULATION

PROPERTY  
R 7425/page 6 of 6  
Lead Testing of Water in Schools

- (5) Information regarding the health effects of lead.
3. Test results of all water samples shall remain publicly available in accordance with the timeline established by the Department of the Treasury in the Records Retention Schedule.
- C. Reimbursement
1. The Board shall be eligible to be reimbursed for the water supply testing and analysis conducted pursuant to section A.3. above after July 1, 2021, as approved by the NJDOE and subject to available funds.
  2. To be eligible to receive reimbursement, the Board shall complete and submit to the NJDOE a reimbursement application on a form, or in a format, supplied by the NJDOE.
    - a. The NJDOE will make the reimbursement application available on its website.
  3. If the school district conducts additional testing in a year other than the Statewide required testing school year as set forth in A.3. above, the district shall not be eligible for reimbursement.
- D. Failure to Comply
1. Failure to comply with any requirement of N.J.A.C. 6A:26-12.4 and Policy and Regulation 7425 may result in any of the following:
    - a. Board's disqualification for reimbursement pursuant to C. above;
    - b. The NJDOE's initiation of an investigation by the Office of Fiscal Accountability and Compliance; and
    - c. The Commissioner's withholding of State aid pursuant to N.J.A.C. 6A:2-1.2.

Adopted: 26 April 2021



# POLICY

EXHIBIT #P8 – SECOND READING

Program  
2415/Page 1 of 6

## **EVERY STUDENT SUCCEEDS ACT** ~~NO CHILD LEFT BEHIND PROGRAMS (M)~~

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

#### M

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

The district may be eligible for several grant programs funded through **the ESSA** ~~NCLB~~, including, but not limited to, Title I through Title VII. Many of the Titles of **the ESSA** ~~NCLB~~ have several parts and subparts that provide a funding source for specific purposes.

#### Application Procedure

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

#### Covered Programs

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

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

-

- ~~1. Title I, Part A provides the programs and resources for disadvantaged students to meet this intent. It requires the State and the district to close~~





**EVERY STUDENT SUCCEEDS ACT** ~~NO CHILD LEFT BEHIND PROGRAMS (M)~~

~~the achievement gap by placing a highly qualified teacher in every classroom, improving the qualifications of paraprofessionals who work with disadvantaged students, and using instructional practices that have proven to be effective.~~

- ~~2. Title I, Part D serves neglected and delinquent youth in institutions, community day programs, and correctional facilities to assure they also attain high academic levels of performance.~~
- ~~3. Title II, Part A provides the resources for improving teacher and Principal quality and increasing the number of highly qualified teachers and Principals in classrooms and schools, thereby raising student achievement in the academic subjects. It focuses on preparing, training, and recruiting high-quality teachers and Principals and requires the State to develop plans with annual measurable objectives that will ensure all teachers teaching in core academic subjects are highly qualified by the end of the 2005-2006 school year.~~
- ~~4. Title II, Part D facilitates comprehensive and integrated educational technology strategies that target the specific needs of individual schools. It improves student academic achievement through the use of technology in elementary and secondary schools, while addressing the digital divide such that every student is technologically literate by the end of eighth grade. Effective integration of technology resources and systems with teacher training and curriculum development are encouraged in order to identify and showcase best practices in educational technology.~~
- ~~5. Title III, Part A focuses on the teaching of English to limited English proficient (LEP) children, including immigrant children and youth.~~
- ~~6. Title IV, Part A provides resources for fostering a safe and drug-free learning environment that supports academic achievement.~~
- ~~7. Title V, Part A provides a flexible source of funding to help districts in the development and implementation of various innovative reform initiatives.~~
- ~~8. Title VI, Part B addresses the unique needs of rural school districts.~~
- ~~9. Title IX covers the general provisions applicable to some/all of the programs.~~



**EVERY STUDENT SUCCEEDS ACT** ~~NO CHILD LEFT BEHIND PROGRAMS (M)~~

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

## Title I

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

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

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

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

## Type of Title I Program

The school district will offer a Target Assistance Title I program.

## Target Assistance Program

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



**EVERY STUDENT SUCCEEDS ACT** ~~NO CHILD LEFT BEHIND PROGRAMS~~ (M)

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

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

### Fiscal Responsibility

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

### Staff

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

### Parental Involvement

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

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

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

### Unsafe School Choice Option

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



**EVERY STUDENT SUCCEEDS ACT** ~~NO CHILD LEFT BEHIND PROGRAMS (M)~~

## Property

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

## Capital Expenses

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

## Post-Award Requirements

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

## Supplement, Not Supplant

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

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

-

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



# POLICY

## ROXBURY TOWNSHIP BOARD OF EDUCATION

Program  
2415/Page 6 of 6

### **EVERY STUDENT SUCCEEDS ACT** ~~NO CHILD LEFT BEHIND PROGRAMS (M)~~

~~Education in accordance with the waiver(s) application and approval(s) from the United States Department of Education.~~

#### Evaluation

The Superintendent will evaluate the **ESSA** ~~NCLB~~ programs as required by the United States and the New Jersey Departments of Education.

~~No Child Left Behind Act of 2001~~

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

Adopted: 14 October 2013

Revised: **26 April 2021**



# POLICY

## ROXBURY TOWNSHIP BOARD OF EDUCATION

EXHIBIT #P9 - SECOND READING

Program  
2415.02/Page 1 of 2

TITLE I – FISCAL RESPONSIBILITIES (M)

### 2415.02 TITLE I – FISCAL RESPONSIBILITIES (M)

#### M

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

#### Maintenance of Effort

To be in compliance with the requirements of the ESEA ~~Elementary and Secondary Education Act of 1965 (20 U.S.C. 2701 et seq.)~~ as amended by the ESSA ~~No Child Left Behind Act of 2001, §1120A(a),~~ the Roxbury Township Board of Education will maintain either a combined fiscal effort per student, or aggregate expenditures, of State and local funds with respect to the provision of the free public education by ~~in~~ the Local Education Agency (LEA) for the preceding fiscal year that is not less than ninety percent of the combined fiscal effort per student, or the aggregate expenditures, for the second preceding fiscal year.

#### Comparability with Multiple Schools

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

#### Comparability of Materials and Supplies

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



# POLICY

ROXBURY TOWNSHIP  
BOARD OF EDUCATION

Program  
2415.02/Page 2 of 2  
TITLE I – FISCAL RESPONSIBILITIES (M)

## Supplement, Not Supplant

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

~~No Child Left Behind Act of 2001, §1120A~~

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

Adopted: 14 October 2013

Revised: 26 April 2021



EXHIBIT #P10 - SECOND READING

Program  
2415.05/Page 1 of 3

## **STUDENT** PUPIL SURVEYS, ANALYSIS AND/OR EVALUATIONS (M)

### 2415.05 **STUDENT** PUPIL SURVEYS, ANALYSIS AND/OR EVALUATIONS (M)

#### M

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

#### Consent

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

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





## STUDENT PUPIL SURVEYS, ANALYSIS AND/OR EVALUATIONS (M)

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

### “Opt a Student Out” Notice

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

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

### Inspection

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

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

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



## STUDENT PUPIL SURVEYS, ANALYSIS AND/OR EVALUATIONS (M)

include any specific or approximate dates of the activities eligible for a student to “opt out.”

### PPRA Consent/Opt Out Violations

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

The Protection of Student Rights Amendment (PPRA)  
(20 U.S.C. §1232h; 34 CFR Part 98)

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

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

Adopted: 14 October 2013

Revised: 26 April 2021



# POLICY

## ROXBURY TOWNSHIP BOARD OF EDUCATION

EXHIBIT #P11 – SECOND READING

Program  
2415.20/Page 1 of 3

**EVERY STUDENT SUCCEEDS ACT** ~~NO CHILD LEFT BEHIND COMPLAINTS (M)~~

2415.20 **EVERY STUDENT SUCCEEDS ACT** ~~NO CHILD LEFT BEHIND  
COMPLAINTS (M)~~

### M

~~Pursuant to 20 USC 7844, Sec 9304 (a)(3)(C), of the No Child Left Behind Act of 2001 (NCLB),~~ **The Every Student Succeeds Act (ESSA)** reauthorized the **Elementary and Secondary Education Act of 1965 (ESEA)**. ~~A~~ Board of Education shall adopt a policy and written procedures **for resolving a written complaint presented by an individual or organization that alleges** ~~that offer parent(s) or legal guardian(s), public agencies, other individuals, or organizations a method for receipt and resolution of complaints alleging~~ violations in the administration of the **ESSA** ~~NCLB~~ programs as identified by the New Jersey Department of Education (NJDOE).

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

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

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

1. **The school district did not engage in consultation that was meaningful and timely;**
2. **The school district did not give due consideration to the views of the nonpublic school officials; or**
3. **The school district did not make a decision that treats the nonpublic school or its students equitable and in accordance with ESEA Section 1117 or Section 8501.**



## EVERY STUDENT SUCCEEDS ACT ~~NO CHILD LEFT BEHIND~~ COMPLAINTS (M)

A ~~Complaint~~ shall be a written and must identify, at a minimum, the alleged ESEA violation; a description of previous steps taken to resolve the matter; ~~allegation that shall identify the alleged NCLB violation,~~ the facts supporting the alleged violation as understood by the complainant at the time of submission; and any supporting documentation.

A ~~Complaint~~ alleging a school in the district, school district, or other agency authorized by the school district, or the NJDOE violated the administration of a program is encouraged to submit the complaint ~~must be submitted~~ to the Assistant Superintendent or designee. The Assistant Superintendent or designee shall be responsible to coordinate the investigation of the Complaint. The Assistant Superintendent or designee shall submit a written report regarding the outcome of the investigation to the complainant.

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

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

A ~~Complaint~~ alleging the NJDOE violated the administration of a program must be submitted to the designated New Jersey Department of Education Assistant Commissioner Chief of Staff or the United States Department of Education Secretary. The NJDOE requests the complainant first contact the New Jersey Department of Education Chief of Staff to resolve the issue. The appropriate NJDOE Office assigned by the Assistant Commissioner of Strategic Initiatives and Accountability will coordinate the investigation of a ~~Complaint~~. When the investigation is complete, the Assistant



# POLICY

## ROXBURY TOWNSHIP BOARD OF EDUCATION

Program  
2415.20/Page 3 of 3

### EVERY STUDENT SUCCEEDS ACT ~~NO CHILD LEFT BEHIND~~ COMPLAINTS (M)

~~Commissioner~~ ~~Chief of Staff~~ will notify the complainant in writing regarding the outcome of the investigation. If it is determined a violation has occurred, the ~~Assistant Commissioner~~ ~~Chief of Staff~~ shall ~~identify and impose the~~ ~~identify and impose~~ appropriate consequences or corrective actions as required by ~~statute and/or~~ regulation to resolve the ~~C~~complaint.

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

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

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

Adopted: 14 October 2013  
Revised: 26 April 2021



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

EXHIBIT #P12 - SECOND READING

PROGRAM

R 2415.20/Page 1 of 7

**Every Student Succeeds Act** ~~No Child Left Behind~~ Complaints (M)

### R 2415.20 **EVERY STUDENT SUCCEEDS ACT** ~~NO CHILD LEFT BEHIND~~ COMPLAINTS (M)

#### M

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

A. Complaint Procedure Alleging **a** A Violation **b** By **a** A School, School District, **o** Or Other Agency Authorized **b** By **t** The School District or The New Jersey Department of Education (NJDOE)

1. A **c** complaint is an ~~written~~ allegation **submitted in writing (mail or email) by an individual or organization** that a school, school district, **or** other agency authorized by the school district, or the NJDOE has violated the law in the administration of education programs required by the **ESSA** ~~NCLB~~ Act.
2. A **c** complaint ~~shall~~ **must** identify **at a minimum the following:**
  - a. The alleged **ESSA** ~~NCLB~~ violation;
  - b. **A description of previous steps taken to resolve the matter;**
  - cb.** The facts supporting the alleged violation **as understood by the complainant at the time of submission;** and
  - de.** Any supporting documentation **(e.g., letters, emails, logs, agenda meeting minutes).**
- ~~3. A Complaint may be submitted in writing or electronically. If a Complaint is submitted electronically, a hard copy should also be sent to the NJDOE via regular mail at the address indicated below.~~
- 34.** A **c** complaint **must** ~~shall~~ be submitted to the **Assistant Executive County Superintendent** for the county where the school, school district, or other authorized agency is located. ~~The Complaint shall be in writing and shall~~



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

PROGRAM

R 2415.20/Page 2 of 7

**Every Student Succeeds Act** ~~No Child Left Behind~~ Complaints (M)

~~be mailed, hand-delivered, or electronically submitted to the Assistant Superintendent.~~

~~5. The Assistant Superintendent shall be responsible to coordinate the investigation of the allegations in the Complaint.~~

~~a. The Assistant Superintendent shall acknowledge receipt of the Complaint to the complainant within ten business days of receipt of the Complaint.~~

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

~~c. The Assistant Superintendent may request additional information from the complainant regarding the Complaint.~~

~~d. The Assistant Superintendent shall submit a written report regarding the outcome of the investigation to the complainant.~~

~~e. If the outcome of the investigation concludes a violation has occurred, the Assistant Superintendent shall identify and impose the appropriate consequences or corrective action to resolve the Complaint.~~

~~f. The outcome of the investigation may conclude the Complaint alleges a violation in the administration of a program by the NJDOE and the complainant shall be informed of the NJDOE Complaint Policy and Procedures as outlined in B. below.~~

~~6. If the complainant is not satisfied with the outcome of the investigation, the complainant may initiate a Complaint by submitting a written Complaint to the NJDOE to the attention of the Executive County Superintendent. A list of the County Offices of Education and Executive County Superintendents can be found at <http://www.state.nj.us/njded/regions/> or by calling (609) 292-4469.~~

47. When a written Complaint is received by the Executive County Superintendent, **the Executive County Superintendent** the appropriate



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

PROGRAM

R 2415.20/Page 3 of 7

**Every Student Succeeds Act No Child Left Behind Complaints (M)**

NJDOE personnel will issue a Letter of Acknowledgement to the complainant within ten calendar business days of receipt of the Complaint. This letter will shall contain the following information:

- a. The date the Complaint was received;
- b. A brief statement of the manner in which the Executive County Superintendent NJDOE will investigate the Complaint;
- c. If necessary, a request for additional information regarding the Complaint;
- d. A resolution date within forty-five calendar days from the date the written complaint was received by the Executive County Superintendent; and
- ed. The name and telephone phone number of a contact person for status updates; and
- e. ~~A tentative resolution date that is sixty days from the date the written Complaint was received by the County Office.~~

~~(1) Based on the facts of the alleged violation, an extension of time may be required to resolve the Complaint. If an extension is required, the appropriate NJDOE personnel will issue a follow-up letter prior to the initial resolution date informing the complainant of the revised timeframe.~~

58. The Executive County Superintendent will coordinate the investigation of a Complaint.

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

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





# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

PROGRAM

R 2415.20/Page 4 of 7

**Every Student Succeeds Act No Child Left Behind Complaints (M)**

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

- b10. If the complainant is not satisfied with the determination that is made by the Executive County Superintendent does not agree with the NJDOE's decision, the complainant may submit a written request for review of that determination to the Assistant Commissioner, Division of Learning Supports and Specialized Services vis email at [essa@doe.nj.gov](mailto:essa@doe.nj.gov) with subject line "ESEA Complaint Decision Review" or via hard copy at the following address appeal to the United States Department of Education Secretary at:

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

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

or at their website at:

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

- B. Complaint Procedure Alleging a Violation By The New Jersey Department of Education (NJDOE)
1. A complaint is a written allegation the NJDOE has violated the law in the administration of education programs required by the ESSA NCLB.
  2. A complaint shall must identify at a minimum the following:
    - a. The alleged ESSA NCLB violation;
    - b. A description of previous steps taken to resolve the matter;



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

PROGRAM

R 2415.20/Page 5 of 7

~~Every Student Succeeds Act No Child Left Behind~~ Complaints (M)

- cb. The facts supporting the alleged violation ~~as understood by the complainant at the time of submission~~; and
  - de. Any supporting documentation (e.g., letters, emails, logs, agenda meeting minutes).
3. To initiate a ~~C~~complaint alleging the NJDOE has violated the administration of an ~~ESEA NCLB~~ program, a complainant must submit a written ~~C~~complaint to the New Jersey Department of Education – Assistant Commissioner, Division of Learning Supports and Specialized Services via email at [essa@doe.nj.gov](mailto:essa@doe.nj.gov) with subject line “ESEA Complaint” or via hard copy sent to the following address: ~~Chief of Staff or the United States Department of Education Secretary at the address indicated below. The NJDOE requests the complainant first contact the New Jersey Department of Education Chief of Staff to resolve the issue.~~

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

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

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



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

PROGRAM

R 2415.20/Page 6 of 7

**Every Student Succeeds Act No Child Left Behind** Complaints (M)

- b. A brief statement of the manner in which the ~~Department of Education~~ NJDOE will investigate the ~~Complaint~~ complaint;
  - c. If necessary, request for additional information regarding the ~~Complaint~~ complaint;
  - d. A resolution date within forty-five calendar days from the date of the complaint was received; and
  - ed. The name and telephone number of a contact person for status updates; and
  - e. ~~A tentative resolution date that is sixty days from the date that the written Complaint was received.~~
    - (1) ~~Based on the facts of the alleged violation, an extension of time may be required to resolve the Complaint. If an extension is required, the appropriate NJDOE personnel will issue a follow-up letter prior to the initial resolution date informing the complainant of the revised timeframe.~~
5. The NJDOE Office assigned by the Assistant Commissioner of Strategic Initiatives and Accountability will coordinate the investigation of ~~to investigate~~ a ~~Complaint~~ complaint concerning an alleged violation by the NJDOE will coordinate the investigation of the complaint. When the investigation is complete, the Assistant Commissioner Chief of Staff will notify the complainant in writing regarding the outcome of the investigation.
- a6. If the NJDOE Office assigned by the Assistant Commissioner of Education determines it is determined a violation by the NJDOE has occurred after conducting an investigation the Assistant Commissioner will identify and impose appropriate consequences or correction action in accordance with the statute and/or regulation, the Chief of Staff shall identify and impose appropriate consequences or corrective actions as required by regulation to resolve the Complaint.
  - b7. If the a complainant is not satisfied with the NJDOE's decision, the complainant may request a review of the NJDOE's decision to the



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

PROGRAM

R 2415.20/Page 7 of 7

Every Student Succeeds Act No Child Left Behind Complaints (M)

Secretary of the United States Department of Education (USDOE). The complainant may send the request, reasons supporting the request, and a copy of NJDOE's resolution to the following address: ~~does not agree with the NJDOE's decision, the complainant may appeal to the United States Department of Education Secretary at the address above.~~

Secretary, United States Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202-4611

New Jersey Department of Education – Every Student Succeeds Act (ESSA) in New Jersey 1/26/07 Memorandum – No Child Left Behind Complaint Policy and Procedures

Issued: 14 October 2013

Revised: 26 April 2021



EXHIBIT #P13 - SECOND READING

Support Staff  
4125/Page 1 of 3

## EMPLOYMENT OF SUPPORT STAFF MEMBERS (M)

### 4125 EMPLOYMENT OF SUPPORT STAFF MEMBERS (M)

#### M

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

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

The Superintendent may appoint a person to fill a sudden vacancy, subject to ratification of that action by the Board at the next Board meeting, and may appoint substitute teachers in accordance with this policy.

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

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

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



## EMPLOYMENT OF SUPPORT STAFF MEMBERS (M)

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

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

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

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

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

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

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



## EMPLOYMENT OF SUPPORT STAFF MEMBERS (M)

The Board or contracted service provider may employ an applicant on an emergent basis for a period not to exceed three months, pending completion of a criminal history record check if the Board or contracted service provider demonstrates to the Commissioner of Education that special circumstances exist which justify the emergent employment as prescribed in N.J.S.A. 18A:6-7.1c. In the event the criminal history record check is not completed for an emergent hired employee within three months, the Board or contracted service provider may petition the Commissioner for an extension of time, not to exceed two months, in order to retain the employee.

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

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

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

N.J.S.A. 18A:6-5; 18A:6-6; 18A:6-7.1; 18A:6-7.1b; 18A:6-7.1c; 18A:6-7.2;  
18A:16-1 et seq.; 18A:26-1 et seq.; 18A:27-1 et seq.; 18A:27-4.1;  
18A:27-7; 18A:27-8; 18A:39-19.1

N.J.S.A. 18A:54-20

Adopted: 14 October 2013

Revised: 27 April 2015

Revised: 26 April 2021



## 6360 POLITICAL CONTRIBUTIONS

### M

#### Political Contribution Disclosure Requirements

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

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

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

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

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

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

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





insurance broker. A PCD form is required from the company receiving the contract, regardless of the entity issuing an insurance policy.

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

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

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

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

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

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

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

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

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

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

Adopted: 14 October 2013

Revised: **26 April 2021**



## 8330 STUDENT RECORDS

### M

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

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

#### General Considerations

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

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



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

## Student Information Directory

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

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

## School Contact Directory for Official Use

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



parent, adult student, or emancipated minor shall notify the Superintendent or designee in writing

## Mandated and Permitted Student Records

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

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

## Maintenance and Security of Student Records

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

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

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

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

## Access to Student Records



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

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

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

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

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

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

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

#### Conditions for Access to Student Records

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

#### Rights of Appeal for Parents and Adult Students



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

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

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

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

If the contested portion of the record is disclosed to any party, the statement commenting upon the information shall also be disclosed to that party.

## Retention and Disposal of Student Records

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

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

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



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

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

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

Adopted: 14 October 2013  
Revised: 13 February 2017  
**Revised: 26 April 2021**



# POLICY

## ROXBURY TOWNSHIP BOARD OF EDUCATION

EXHIBIT #P16 - SECOND READING

Community  
9713/Page 1 of 2

### RECRUITMENT BY SPECIAL INTEREST GROUPS (M)

#### 9713 RECRUITMENT BY SPECIAL INTEREST GROUPS (M)

##### M

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

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

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

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

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

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





## RECRUITMENT BY SPECIAL INTEREST GROUPS (M)

or designee, carries a substantial likelihood of disrupting the educational program of the school or school this district.

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

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

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

N.J.S.A. 18A:36-19.1

Elementary and Secondary Education Act of 1965 - §8528

No Child Left Behind §9528

Adopted: 14 October 2013

Revised: 26 April 2021



# POLICY

## ROXBURY TOWNSHIP BOARD OF EDUCATION

EXHIBIT #P17

Property  
7430/Page 1 of 1  
SCHOOL SAFETY (M)

### 7430 SCHOOL SAFETY (M)

#### **M**

-

~~The Board of Education recognizes that it is required by law to take measures for the safety of students and district employees.~~

-

~~The Board shall provide, publish, and post rules for safety and the prevention of accidents; instruct students in safety and accident prevention; provide protective devices where they are required by law for the safety of students and employees; and provide suitable and safe equipment where such equipment is necessary for the conduct of the educational program and the operation of the schools.~~

-

~~The Superintendent shall prepare regulations governing school safety and the prevention of accidents and fire that include as a minimum the requirements of law and the applicable rules of various departments of State government. Such regulations shall provide procedures and precautions for the safety of students in school, employees in the performance of their duties, users of school vehicles, students in transit to and from school, injured students and employees, and visitors to the school. Safety regulations shall be promulgated to all school employees and shall be reviewed and evaluated annually. The Superintendent is directed to instruct teaching staff members in proper safety precautions.~~

-

-

~~N.J.S.A. 18A:6-2; 18A:40-12.1; 18A:40-12.2~~

~~N.J.S.A. 40:67-16.7~~

~~N.J.A.C. 6A:16-1.4; 6A:26-12.5~~

-

-

~~Adopted: 14 October 2013~~



# REGULATION

## ROXBURY TOWNSHIP BOARD OF EDUCATION

EXHIBIT #P18

PROPERTY  
R 7430/Page 1 of 2  
SCHOOL SAFETY (M)

### R 7430 SCHOOL SAFETY (M)

#### **M**

#### ~~Guidelines for Dealing with Accident/Injury~~

- ~~1. The school nurse or another trained person shall be responsible for administering first aid.~~
- ~~2. In all cases where the nature of an injury appears in any way serious, every effort shall be made to contact the parent(s) or legal guardian(s) and/or family physician immediately.~~
- ~~3. Parent(s) or legal guardian(s) shall be requested to pick up the student. If a parent(s) or legal guardian(s) is unable to provide such transportation, no student who is injured shall be sent home alone. A student who is injured may be taken home if a responsible person is there to receive that student.~~
- ~~4. In extreme emergencies, the school nurse, school doctor or Principal may make arrangements for immediate hospitalization of injured students. Parent(s) or legal guardian(s) should be contacted as soon as possible.~~
- ~~5. The teacher or other staff member who is responsible for a student at the time an accident occurs shall make out a report within twenty four hours, providing details about the accident. This shall be required for every accident whether first aid is necessary or not.~~
- ~~6. Any injuries or accidents to students shall be reported as soon as possible to the Superintendent.~~

#### ~~Emergency Medical Procedures for Sports/Athletics~~

~~The Board of Education recognizes its responsibility for student safety in all aspects of sports and athletic events, both intramural and interscholastic. Emergency medical procedures are to be developed at each school having an athletic program to ensure delivery of appropriate emergency medical services for all practice sessions, competitive contests, games, events, or exhibitions with individual students or teams of the schools of this district whether among themselves or with students of other districts.~~



# REGULATION

~~These emergency medical procedures shall be disseminated to appropriate personnel within the district.~~

~~-  
-~~

~~Adopted: 14 October 2013~~

ABOLISHED



ACADEMIC STANDARDS, ACADEMIC ASSESSMENTS AND ACCOUNTABILITY (M)

2415.01 ACADEMIC STANDARDS, ACADEMIC ASSESSMENTS AND  
ACCOUNTABILITY (M)

**M**

-  
The No Child Left Behind Act of 2001 (NCLB), a reauthorization of the Elementary and Secondary Education Act (ESEA), requires New Jersey to implement a single accountability system to include challenging academic content and academic achievement standards. The accountability requirements under NCLB were built on the foundation of the former Improving America's Schools Act (IASA).

-  
To meet the Federal requirements, New Jersey has adopted the New Jersey Single Accountability System. State assessments in language arts literacy and mathematics are based on the New Jersey Student Learning Standards. All students enrolled in New Jersey public schools, plus all student subgroups, must meet the proficiency benchmarks to ensure the goal of 100% proficiency. Students must score either "proficient" or "advanced proficient" on the assessments to be counted toward meeting the benchmarks.

-  
Schools are evaluated using adequate yearly progress (AYP) indicators. Student achievement is determined by grade span (Elementary School — grades three through five, Middle School — grades six through eight, and High School — grades nine through twelve) and in each content area. There are indicators that must be met (including participation and proficiency rates) plus a secondary indicator. A safe harbor calculation is applied to measure significant progress if the benchmark is missed. When a school does not meet AYP for two consecutive years in the same content area, it is designated as a "school in need of improvement."

-  
AYP shall be calculated for all New Jersey schools under the provisions of NCLB. Schools that do not meet AYP as defined under NCLB are placed into one of the following categories. Title I schools in need of improvement must implement the sanctions for each category.

-  
Year 1 — Early Warning: A school that does not make AYP for one year is placed into "early warning" status.

-  
Year 2 — In Need of Improvement/School Choice: A school that does not make AYP for two consecutive years in the same content area is designated as a "school in need of improvement." Parents/legal guardians shall be promptly notified if their child's school has been designated as in need of improvement. For Title I schools certain interventions apply, including intradistrict school choice (or supplemental educational services if choice is not available) and development of a



## ACADEMIC STANDARDS, ACADEMIC ASSESSMENTS AND ACCOUNTABILITY (M)

~~school improvement plan (Title I Unified Plan). The district must offer the school technical assistance to address the areas that caused the school to be in need of improvement. Parents/legal guardians shall be notified of their right to request intradistrict public school choice and parents/legal guardians of eligible students shall be notified of the availability of supplemental educational services, if choice is not available, including the provider list Web address.~~

-

~~Year 3—In Need of Improvement/Supplemental Educational Services (SES): A school that does not make AYP for three consecutive years in the same content area shall continue to be identified as a “school in need of improvement.” The Title I school must continue to offer intradistrict school choice and must also offer SES to eligible students. Technical assistance must continue to be offered by the district, parents must receive notification of the school’s status, and the school improvement plan (Title I Unified Plan) is updated annually. Parents/legal guardians of eligible students shall be notified of the availability of supplemental educational services, if choice is not available, including the provider list Web address.~~

-

~~The New Jersey Department of Education (NJDOE) offers school support by engaging a team of experienced professionals to conduct an extensive school review called Collaborative Assessment and Planning for Achievement (CAPA). The CAPA team interviews stakeholders and staff, reviews school and district documents, and conducts on-site observations to develop a report that contains recommendations for school improvement, which then becomes part of the Title I Unified Plan.~~

-

~~Year 4—Corrective Action: A school that does not make AYP for four consecutive years in the same content area is identified as a school in corrective action. The Title I school must continue to offer intradistrict school choice and SES, notify parents of the school’s status, revise its school improvement plan (Title I Unified Plan), and receive technical assistance from the district and the NJDOE.~~

-

~~The district must take at least one of the following corrective actions:~~

-

- ~~1. Provide, for all relevant staff, appropriate, scientifically research-based professional development that is likely to improve academic achievement of low performing students.~~

-



## ACADEMIC STANDARDS, ACADEMIC ASSESSMENTS AND ACCOUNTABILITY (M)

- ~~2. Institute a new curriculum grounded in scientifically-based research and provide appropriate professional development to support its implementation.~~
- ~~3. Extend the length of the school year or school day.~~
- ~~4. Replace the school staff who are deemed relevant to the school not making adequate progress.~~
- ~~5. Significantly decrease management authority at the school.~~
- ~~6. Restructure the internal organization of the school.~~
- ~~7. Appoint one or more outside experts to advise the school how to revise and strengthen the improvement plan it created while in school improvement status and how to address the specific issues underlying the school's continued inability to make AYP.~~

~~Year 5 – Planning for Restructuring: A Title I school that does not make AYP for five consecutive years in the same content area must plan to restructure. The restructuring plan is implemented at the beginning of the following school year if the school continues to miss AYP benchmarks and moves to Year 6. During the planning year, the Title I school must continue to offer intradistrict school choice and SES, notify parents of the school's status and invite parent input during the restructuring process, and receive technical assistance from the district and the NJDOE. The technical assistance design for a school being restructured emphasizes the following:~~

- ~~1. The importance of improving instruction by using strategies grounded in scientifically-based research so that all children in the school achieve proficiency in the core academic subjects of language arts and mathematics.~~
- ~~2. The importance of analyzing and applying data in decision-making.~~

~~The restructuring plan must include one of the following alternative governance systems for the school as outlined by NCLB regulations and consistent with New Jersey practice and statutes:~~



## ACADEMIC STANDARDS, ACADEMIC ASSESSMENTS AND ACCOUNTABILITY (M)

1. ~~Implement any major restructuring of the school's governance that is consistent with the principles of restructuring as set forth in the No Child Left Behind Act.~~
2. ~~Re-open the school as a public charter school as defined by State statute and regulation (N.J.S.A. 18A:36A-1 et seq. and N.J.A.C. 6A).~~
3. ~~Replace all or most of the school staff, which may include the Principal, who are relevant to the school's inability to make adequate progress (consistent with existing contractual provisions and applicable statutory protections in Title 18A).~~

~~Year 6 — Restructuring 1: A Title I school that does not make AYP for six consecutive years in the same content area must implement the approved restructuring plan. The Title I school must continue to offer intradistrict school choice and SES, notify parents of the school's status and invite parent input and support during the implementation process, and receive technical assistance from the district and the NJDOE. Technical assistance is critical to help school staff remain focused on increasing student achievement while the school is adjusting to potentially radical changes in its administration and governance structures. A CAPA visit will occur at the school to determine the fidelity of implementation of the restructuring plans and to review the governance structure of the school.~~

~~Year 7 (and over) — Restructuring 2 (and over): If the school has not made AYP for seven or more consecutive years, the NJDOE will meet with school and district administrators to continually review implementation of the restructuring plan/Title I Unified Plan. Benchmark meetings with NJDOE staff, the school, and the district will occur twice a year to assess and support implementation of the school improvement plan.~~

~~Removal from Early Warning/Improvement Status: To be removed from early warning or improvement status, the school must make AYP for two consecutive years in the content area that caused the school to go into status, providing the school makes AYP in the other content areas. The first year of making AYP is a "hold year" and the school does not progress to the next sanction level, but must continue to implement current interventions. If the school does not make AYP the year following "hold," the school goes back into improvement status at the level prior to the hold year.~~

~~No Child Left Behind Act of 2001, §1111~~





# POLICY

## ACADEMIC STANDARDS, ACADEMIC ASSESSMENTS AND ACCOUNTABILITY (M)

-  
-

Adopted: 14 October 2013

Revised: ~~22 May 2017~~

ABOLISHED



# POLICY

## ROXBURY TOWNSHIP BOARD OF EDUCATION

EXHIBIT #P20

Program  
2415.03/Page 1 of 1  
HIGHLY QUALIFIED TEACHERS (M)

### 2415.03 HIGHLY QUALIFIED TEACHERS (M)

#### **M**

~~The No Child Left Behind Act (NCLB) requires all teachers be or become highly qualified in the core academic content area(s) they teach in accordance with the United States Department of Education and the New Jersey Department of Education highly qualified teacher requirements.~~

~~-~~

~~Teachers who have achieved highly qualified status retain highly qualified status permanently for the teaching assignment designated on the approved highly qualified teacher forms. No teacher providing direct instruction in core content areas is grandfathered or exempt from this process.~~

~~-~~

~~The district shall maintain the appropriate highly qualified documentation for all teachers who provide direct instruction in core content areas. When a teacher changes teaching assignments, which requires different content expertise, additional highly qualified teacher forms must be completed and kept on file within the district. Highly qualified teacher documentation should be completed for all new teachers and for those with new teaching assignments at the beginning of each school year.~~

~~-~~

~~When a teacher obtains employment in a new school district, the new district must contact the previous place of employment to have the teacher's official highly qualified teacher forms sent to the new district. A teacher hired from another State must hold New Jersey certification and must meet New Jersey's highly qualified teacher requirements. Out of State teachers may provide documentation to support their highly qualified teacher status from the previous State in which they taught.~~

~~-~~

~~All Title I schools must send out a Right to Know letter in the beginning of every school year informing parent(s) or legal guardian(s) that they have the right to know the qualifications of their child's teacher. The letter should be sent by all Title I and non-Title I districts. In addition, in all Title I schools, the parent(s) or legal guardian(s) of students whose teacher is not yet highly qualified must be notified. Copies of these letters must be kept on file in the school.~~

~~-~~

~~-~~

~~No Child Left Behind Act of 2001, §1119~~

~~-~~

~~-~~

Adopted: 14 October 2013

