

**DISTRICT OF ROXBURY TOWNSHIP
BOARD OF EDUCATION
NOVEMBER 15, 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 – <https://www.roxbury.org/domain/83>

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 November 15, 2021 regarding personnel matters, student matters, and attorney client privilege.

IV. PUBLIC SESSION

V. ROLL CALL

VI. PLEDGE OF ALLEGIANCE

VII. PRESENTATIONS

1. Summary of Roxbury Public Schools' Student Safety Data System Report submitted to the NJDOE for 2020/2021 Report Period 2 - Maryann Gibbs
2. Roxbury Public Schools' Self-Assessments for Determining Grades under the Anti-Bullying Bill of Rights Act for the 2020/2021 School Year - Maryann Gibbs

VIII. CORRESPONDENCE

IX. STUDENT REPRESENTATIVE'S COMMENTS

X. BOARD PRESIDENT'S COMMENTS

XI. SUPERINTENDENT'S REPORT

XII. BUSINESS ADMINISTRATOR'S REPORT

XIII. MINUTES

1. Minutes of the Executive Session of October 11, 2021
2. Minutes of the Regular Meeting of October 11, 2021

XIV. COMMITTEE REPORTS

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

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

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

XVI. ACTION ITEMS

A. Finances (Resolutions 1-18)

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

BILLS LIST

- *1. RESOLVED, that the Roxbury Township Board of Education approve the November 2021 bills list totaling \$3,062,703.95 as presented.

STUDENT ACTIVITY ACCOUNTS

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

Roxbury High School	\$2,468.11	Franklin School	\$25.00
Athletics	\$1,487.00	Kennedy School	\$1,496.00
Eisenhower Middle School	\$0.00	Jefferson School	\$0.00
Lincoln Roosevelt School	\$0.00	Nixon School	\$0.00

TRAVEL REQUESTS

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

	<i>Name</i>	<i>Workshop Title</i>		<i>Place*</i>	<i>Date of Workshop</i>	<i>Registration Fee</i>	<i>Total Estimated Expenses</i>
1	Gallagher, Paul	NJ Schools to Watch	4	Virtual	10/23/2021	\$25.00	\$25.00
2	Swaim, Jessica	NJ Schools to Watch	4	Virtual	10/23/2021	\$25.00	\$25.00
3	Gallagher, Amy	Dare to Lead Certificate Program	4	Virtual	10/29/2021 11/12/2021 11/19/2021 12/3/2021 12/10/2021	\$999.00	\$999.00
4	Gibbs, Maryann	Dare to Lead Certificate Program	4	Virtual	10/29/2021 11/12/2021 11/19/2021 12/3/2021 12/10/2021	\$999.00	\$999.00
5	Riffel, Peter	Maintaining and Protecting School Buildings	4	Whippany, NJ	11/16/2021	\$150.00	\$162.39
6	Mason, Stuart	New York State 83rd Annual Conference	4	Verona, NY	11/17/2021	\$0.00	\$168.00
7	Kenny, Jennifer	Association of Student Assistance Professionals of Morris County	4	Rockaway, NJ	11/18/2021 12/16/2021 1/20/2022 2/17/2022 3/17/2022 5/19/2022 6/9/2022	\$0.00	\$0.00
8	DelRusso, Stefanie	TLC: 18th Annual Suicide Prevention Conference 2021	4	Virtual in December Piscataway, NJ in April	12/2/2021 4/7/2022	\$70.00	\$91.70
9	Riffel, Peter	Annual Refresher for AHERA Inspectors Asbestos Operations and Maintenance Refresher	4	Virtual	12/2/2021 4/14/2022	\$345.00	\$345.00
10	Hopper, JoEllen	How Did the Cold War End? Rutgers High School Teachers Institute	4	New Brunswick, NJ	12/3/2021	\$35.00	\$59.99
11	Weber, Kurt	How Did the Cold War End? Rutgers High School Teachers Institute	4	New Brunswick, NJ	12/3/2021	\$35.00	\$59.99

12	Radulic, Loretta	National Superintendents Forum 2021	4	San Antonio, TX	12/5/2021 12/6/2021 12/7/2021	\$0.00	\$473.78
13	McAuliffe, Katey	New Jersey Association of School Librarians Conference	4 S-2	Atlantic City, NJ	12/5/2021 12/6/2021 12/7/2021	\$200.00	\$298.00
14	DiLorenzo, Sarah	New Jersey Association of School Librarians Conference	4 S-2	Atlantic City, NJ	12/5/2021 12/6/2021 12/7/2021	\$200.00	\$300.00
15	Palanchi, Kristin	New Jersey Association of School Librarians Conference	4	Atlantic City, NJ	12/6/2021 12/7/2021	\$200.00	\$298.70
16	Richman, Margery	Book Clubs in Middle School and High School: Honing Kids' Skills and Critical Reading and Literary Conversations	4 S-3	Virtual Zoom	12/13/2021 12/14/2021 12/15/2021	\$650.00	\$650.00
17	Betz, Chelsea	Conference for School-Based OTs: Powerful Practices to Improve Student Outcomes in Unprecedented Times	4	West Orange, NJ	12/13/2021 12/14/2021	\$489.00	\$529.74
18	Santoro, Kim	APLI Program	4 S-3.5	Princeton, NJ	1/8/2022 1/24/2022 2/10/2022 2/28/2022 3/10/2022 3/25/2022 4/14/2022 4/25/2022 5/12/2022	\$0.00	\$29.26
19	Hagemann, Regina	2022 National Art Educators Association National Convention	4 S-2	New York City, NY	3/3/2022 3/4/2022	\$270.00	\$425.98
20	Seipp, Charles	2022 NJPSA/FEA/NJASCD Conference - Celebrate!	4	Atlantic City, NJ	3/24/2022 3/25/2022	\$370.00	\$370.00
21	Cosgrove, Melissa	2022 NJPSA/FEA/NJASCD Conference - Celebrate!	4	Atlantic City, NJ	3/24/2022 3/25/2022	\$320.00	\$413.16
22	Zegar, Chris	2022 NJPSA/FEA/NJASCD Conference - Celebrate!	4	Atlantic City, NJ	3/24/2022 3/25/2022	\$320.00	\$438.00
23	Schmidt, Eric	2022 NJPSA/FEA/NJASCD Conference - Celebrate!	4	Atlantic City, NJ	3/24/2022 3/25/2022	\$320.00	\$438.00
24	Fiscina, Jeff	2022 NJPSA/FEA/NJASCD Conference - Celebrate!	4	Atlantic City, NJ	3/24/2022 3/25/2022	\$320.00	\$438.00
25	Martin, Naoma	NJASBO Administrative Assistants Program	4	Whippany, NJ	5/17/2022	\$100.00	\$111.34

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.

APPROVAL OF TRAINING

- *4. RESOLVED, that the Roxbury Township Board of Education approve the following paraprofessionals to participate virtually in required training on October 1, 2021 and October 8, 2021. The workshop, AAC Training Specifically for the Paraprofessional, Part 1 and Part 2, will be at a rate of \$150 for each participant, not to exceed a total cost of \$900.00:

Dawn Colditz	Stephanie Gede	Robyn Perez
Marta Skawska	Jasmine Sorbino	Michele Stone

BE IT FURTHER RESOLVED, that this supersedes in its entirety Resolution XVI.A.20 dated September 20, 2021.

CONTRACTS

- *5. RESOLVED, that the Roxbury Township Board of Education approve a Shared Services Agreement with the Mine Hill Public Schools whose address is 42 Canfield Avenue, Mine Hill, NJ whereby Roxbury Township Board of Education will provide the Mine Hill Public Schools with maintenance services. This agreement is effective October 26, 2021 through June 30, 2022.

APPROVAL OF PURCHASES

- *6. RESOLVED, that the Roxbury Township Board of Education approved the purchase of site preparation and installation of a shelter system from Ben Shaffer Recreation, Inc., P.O. Box 844, Lake Hopatcong, NJ in the amount of \$1,445,482.05 as per Ben Shaffer Recreation Inc. Quote #SHJTQ6291. This purchase is being made using ESCNJ Bid #20/21-22; Co-op #65MCESCCPS. Funding for this purchase will be from the Capital Reserve.

BE IT FURTHER RESOLVED, that this resolution supersedes in its entirety Resolution XV.A.6 dated December 14, 2020.

- *7. RESOLVED, that the Roxbury Township Board of Education approve the purchase from Dell EMC, (Dell Marketing L.P, One Dell Way, Roundrock, TX 78682), of 408 Dell Chromebooks, Model 3100 as per Dell EMC Quote No. 3000103960739.1 in the amount of \$161,421.12. This purchase is being funded by the Electronic Connectivity Fund.
- *8. RESOLVED, that the Roxbury Township Board of Education approve the purchase of white glove services for enrollment in our domain and preparation of Chromebooks as per Dell EMC Quote No. 3000105204876.1 in the amount of \$9,069.84.
- *9. RESOLVED, that the Roxbury Township Board of Education approve the purchase from Challenger Fence, Inc., 53 Kentucky Avenue, Paterson, NJ to supply and install fencing at Roxbury High School as per Challenger Quote #2622 in the total amount of \$33,980.00.

APPROVAL OF CHANGE ORDER

*10. WHEREAS, the Roxbury Township Board of Education awarded a contract for the replacement of the elevator at Roxbury High School in the total contract sum of \$886,396.00 at the April 12, 2021 board meeting, and;

WHEREAS, the contract awarded to AB Contracting, Inc. included an allowance for contingency items in the amount of \$25,000, and;

WHEREAS, unforeseeable physical conditions and/or minor modifications to the project scope have arose, and;

WHEREAS, N.J.A.C. 6A:26-4.9(a)1 permits district boards of education to approve change orders to the contract;

WHEREAS, Change Order Number 1 (Rev #8/25/2021) was approved by the Roxbury Township Board of Education on August 30, 2021;

NOW, THEREFORE BE IT RESOLVED, that the Roxbury Township Board of Education approve Change Order Number 2 (10/29/2021) which will increase the contract sum in the amount of \$3,425.00. The new contract sum including this change order will be \$894,821.00, thereby amending the not to exceed amount of \$902,142.07 approved on August 30, 2021.

Change Order	Scope of Work	Amount
Number 001	This contract is changed as follows: To provide and install an exhaust fan in the elevator hoistway and all associated work in accordance with NJDCA Permit Review comments and revised Drawings E-103 and H-102	\$5,000.00
Number 002	This is direct subcontractor cost with no GC markup, overhead, bonds/insurance or profit	\$3,425.00

APPROVAL OF GRANT APPLICATION

*11. RESOLVED, that the Roxbury Township Board of Education approve the application for grants from the School and Small Business Energy Efficiency Stimulus Program through New Jersey's Clean Energy Program. The program provides grants to maintain, repair, or replace HVAC systems and for installing energy efficient and water-conserving plumbing fixtures and appliances.

ACCEPTANCE OF GRANT - AMERICAN RESCUE PLAN ESSER III (ELEMENTARY AND SECONDARY SCHOOL EMERGENCY RELIEF FUND)

*12. RESOLVED, that the Roxbury Township Board of Education approve acceptance the American Rescue Plan Elementary and Secondary School Emergency Relief (ESSER III) fund allocation from the State of New Jersey, Department of Education as shown below:

ARP ESSER III	\$1,464,399
Accelerated Learning Coach and Educator Support	\$277,579
Evidence Based Summer Learning and Enrichment	\$40,000
Evidence Based Comprehensive Beyond the School Day	\$40,000
NJTSS Mental Health Support Staff	\$45,000

JOINT TRANSPORTATION AGREEMENT

- *13. RESOLVED, that the Roxbury Township Board of Education approve a Joint Transportation Agreement whereby the Roxbury Township Board of Education will act as the Host District providing transportation services as specified below to the Joiner District, the Mount Arlington Board of Education.

2021-2022 Joint Transportation Agreement				
Start Date	End Date	Host District's Route Number	Destination	Joiner Cost
9/15/2021	6/30/2022	CTC01	Celebrate the Children \$75.00 per diem - 180 Days	\$13,500.00
		Joiner District To and From Total Route Cost:		\$13,500.00

APPROVAL OF DISPOSAL OF PROPERTY

14. RESOLVED, that the Roxbury Township Board of Education approve the discontinued use and disposal of furniture listed below. This furniture has been identified as obsolete, broken and/or no longer functioning, if unsellable, items will be discarded.

<i>Item</i>	<i>Location</i>	<i>Quantity</i>
Student Desks	JES	46
Student Desks	KES	17
Small chairs	KES	66
Wood Tables	KES	5
Wood Chairs	KES	24
Teacher Desk	KES	1
Kindergarten Structured Play Set	KES	2
Classroom rug	KES	1
Trapezoid tables	KES	3
Long wooden gym bench	KES	1

- *15. RESOLVED, that the Roxbury Township Board of Education approve the discontinued use and disposal of technology equipment identified in Exhibit F-1. This equipment has been identified as obsolete, broken and/or no longer functioning, if unsellable, items will be discarded.

APPROVAL OF SERVICE PAYMENTS

16. RESOLVED, that the Roxbury Township Board of Education approve payment to the following individuals for their services to the district as indicated below for the 2021/2022 school year.

	Name	Services Performed	21/22 Payment
1	Rogers, Patricia	EMS Music Theater Costume Designer	\$300

APPROVAL OF SERVICE PROVIDERS

- *17. RESOLVED, that the Roxbury Township Board of Education approve CPR-AED-Heartsaver training to be provided by instructors Dale Cropley and Constance Gleichmann for staff taking place after school hours during the 2021/2022 school year.

ACCEPTANCE OF DONATION/RE-GRANT

- *18. RESOLVED, that the Roxbury Township Board of Education accept a donation from Picatinny Arsenal, 213 NJ-15, Wharton, NJ. This donation is provided as a re-grant through FIRST (For Inspiration of Science and Technology) in the amount of \$1,000.00 to the Roxbury Robotics Team.

B. Education (Resolutions 1-14)

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 acknowledges receipt of the district's Student Safety Data System (SSDS) Report submitted to the New Jersey Department of Education for its Report Period 2 for the 2020/2021 school year. This report certifies both incident data collected from September 1, 2020 through June 30, 2021; and Harassment, Intimidation, and Bullying trainings and programs completed from July 1, 2020 through June 30, 2021.
- 2. RESOLVED, that the Roxbury Township Board of Education approve the submission of the *School Self-Assessment for Determining Grades under the Anti-Bullying Bill of Rights Act for the 2020/2021 School Year* for each of its schools listed below to the NJ Department of Education:
 - 1. Franklin Elementary School
 - 2. Jefferson Elementary School
 - 3. Kennedy Elementary School
 - 4. Nixon Elementary School
 - 5. Lincoln Roosevelt Elementary School
 - 6. Eisenhower Middle School
 - *7. Roxbury High School
- *3. RESOLVED, that the Roxbury Township Board of Education affirms the Superintendent's decisions provided in the Harassment, Intimidation, and Bullying Report for the 2021/2022 school year, ending as of October 7, 2021 for incident Nos. 1 through 6.
- *4. RESOLVED, that the Roxbury Township Board of Education acknowledges receipt of the Harassment, Intimidation, and Bullying Report for the 2021/2022 school year, beginning October 8, 2021 and ending November 12, 2021 for Incident Nos. 7 through 27.

FIELD TRIPS / COMPETITIONS

- *5. RESOLVED, that based on current and projected positive health conditions, the Roxbury Township Board of Education approve the staff and students below for participation in the following overnight field trips per Board policy and approve unavoidable travel costs as presented which are necessitated by these student activities/sports travel.

Overnight Field Trip / Competition Requests							
	School	Date of Trip	Faculty Sponsor ^(S) & Chaperones ^(C)	Group(s) & # of Students	Trip Dest	Purpose	Total Estimated Expenses
1	RHS	2021-12-03 (Fri) thru 2021-12-04 (Sat)	W.Schneider ^{(S)(C)} ; E.Cautero ^(C) ; A.McDermott ^(C)	Competitive Cheerleading 28	Lancaster Convention Center Lancaster, PA	Cheerleading team will be participating in a UCA Regional Competition	\$0.00
2	RHS	2022-02-09 (Wed) thru 2022-02-14 (Mon)	W.Schneider ^{(S)(C)} ; E.Cautero ^(C) ; A.McDermott ^(C) ; S.Mason ^(C)	Competitive Cheerleading 28	Walt Disney World Resort Orlando, FL	Cheerleading team will be competing in the 2022 UCA National High School Cheerleading Championship	\$3,169.00
3	RHS	2022-02-18 (Fri) thru 2022-02-20 (Sun)	M.Gottfried ^{(S)(C)} ; M.Richman ^{(S)(C)}	Rox-THON 22	Penn State (University Park) State College, PA	Rox-THON captains will be attending Penn State's THON, a 46-hr Dance Marathon that raises money to fight pediatric cancer and the event that the RHS Mini-THON has been based on	\$100.00

6. RESOLVED, that based on current and projected positive health conditions, that staff and students be approved for participation in the following educational events as per Board policy, with the understanding that dates are subject to change due to inclement weather, scheduling conflicts, etc.

Organized by School, then by Date of Trip:

	School	Date of Trip	Faculty Sponsor	Group	# of Students	Trip Destination	Location	Purpose
1	EMS	2021-12-01 (Wed)	R.Capra; T.Midli; A.Pilrun; A.Scafani; K.Richardson; M.Singh	Gr. 7, Team 7-1	Max 80	Circle Bowl & Entertainment	Ledgewood, NJ	Incentive trip earned by students that fosters team-building and an environment where academic & behavioral accountability are present
2	EMS	2021-12-02 (Thu)	D.Babetski; E.Esposito; S.Mauro; K.Olszewski	Gr. 7, Team 7-2	Max 79			
3	EMS	2021-12-09 (Thu)	C.Rossi; T.Roettger; S.Smith; M.Volz	Gr. 7, Team 7-3	Max 77			
4	FES	2022-04-26 (Tue)	C.Cook; L.Mason; C.Renn; A.Steinmetz	Gr. 1	58	Turtle Back Zoo	West Orange, NJ	In support of 1st Gr. Curriculum

5	JES	2022-03-29 (Tue) [Rain date 2022-03-31 (Thu)]	C.Erdreich	Gr. 3	72	Health Barn	Ridgewood, NJ	Trip is connected to FOSS Science unit focusing on plants, animals, and the life cycle
6	JES	2022-05-13 (Fri)	J.Bremer; B.Derrick; C.Green; B.Tiger; M.DiBiase; K.Graha; E.Szigeti; C.Wilson	Gr. 1 & 2	134	Turtle Back Zoo	West Orange, NJ	Trip will enhance students' studies of science standards learned in class involving the characteristics & habitats of living things
7	JES	2022-05-17 (Tue)	S.Carroll; S.Friscia; T.Krumenaker; K.Meiser	Gr. 4	62	Sterling Hill Mining Museum	Ogdensburg, NJ	Trip is sponsored by the Jefferson School PTA and provides hands-on exploration that supports FOSS lessons presented in class regarding rocks, minerals, & the mining process
8	JES	2022-06-01 (Wed)	S.Carroll	Gr. 4	62	Hopatcong State Park	Landing, NJ	Students will be taken aboard the floating classroom on Lake Hopatcong for hands-on learning about lake ecology & the importance of water for life on earth
9	KES	2021-12-17 (Fri)	A.Davis, A.Somers	REACH	6	Aspen Ice Center	Randolph, NJ	Reward trip earned through class's behavioral-support program
10	KES	2022-05-04 (Wed)	E.Allen; K.Byrne	Gr. 2	50	Turtle Back Zoo	West Orange, NJ	Trip will enhance students' studies of science standards learned in class involving the characteristics & habitats of living things
11	KES	2022-05-13 (Fri)	C.Desiato; E.Iuvone; N.Olcott	Gr. 3	60	Health Barn	Ridgewood, NJ	Trip is an opportunity for students to learn more about healthy living & recycling
12	NES	2022-04-08 (Fri)	V.Arms	Gr. 4	65	Sterling Hill Mining Museum	Ogdensburg, NJ	Students will survey & collect specific types of rocks, and learn about the non-renewable resources located in northern NJ
13	NES	2022-06-13 (Mon) [Rain date 2022-06-14 (Tue)]	V.Arms	Gr. 4	65	Horseshoe Lake	Succasunna, NJ	4th Grade Picnic & End-of-year activities
* 14	RHS	2021-11-19 (Fri)	K.Di Gerolamo	Culinary Arts II	20	In-school field trip: RHS Cafeteria	Succasunna, NJ	Students will be completing an event planning project where they will prepare a Thanksgiving meal and formally host the event in the cafeteria combined w/ the Senior-level World Cuisine class
* 15	RHS	2021-12-09 (Thu)	P.Hachey; R.Salyerds; K.Sweer	Classic Sounds Honors	38	Roxbury Performing Arts Center	Succasunna, NJ	To perform a concert for the members of the Roxbury Rotary Club at their annual Holiday Luncheon

* 16	RHS	2022-04-28 (Thu) [Rain date 2022-04-29 (Fri)]	J.Kulick, W.O'Brien	Geophysical Science	88	Delaware Water Gap	Bushkill, PA	To explore & reinforce geologic/meteorologic processes studied in class
* 17	RHS	2022-04-26 (Tue) [Rain date 2022-04-27 (Wed)]	R.Dunn; M.Fagan; M.Gottfried	Geophysical Science	120	Mohican Outdoor Center	Blairstown, NJ	To observe geologic/meteorologic processes that supplement labs performed in class involving rocks & minerals; weathering & erosion; and folding & faulting. Trip also occurs near Earth Day.

7. RESOLVED, that based on current and projected positive health conditions, that staff and students be approved for participation in the following community-based instructional events as per Board policy, with the understanding that dates are subject to change due to inclement weather, scheduling conflicts, etc.

Organized by School, then by Group, then by Trip Destination

	School	Faculty Sponsor	Group	# of Students	Trip Destination	Location	Date(s) of Trip
1	NES	A.Marrese	TIDES	7	1 Dollar Deal	Succasunna, NJ	5/19/22 (Thu)
2	NES	A.Marrese	TIDES	7	Bagels On the Hill	Landing, NJ	3/24/22 (Thu)
3	NES	B.MacIntosh, A.Marrese	TIDES	14	Home Depot Garden Center	Succasunna, NJ	4/7/22 (Thu)
4	NES	A.Marrese	TIDES	7	JOANN Fabric and Crafts Store	Succasunna, NJ	11/11/21 (Thu); 4/21/22 (Thu)
5	NES	B.MacIntosh, A.Marrese	TIDES	14	Landing Park Recreation Complex	Landing, NJ	6/2/22 (Thu)
6	NES	B.MacIntosh, A.Marrese	TIDES	14	McDonald's	Succasunna, NJ	1/13/22 (Thu)
7	NES	B.MacIntosh, A.Marrese	TIDES	14	Post office	Landing, NJ	11/18/21 (Thu)
8	NES	A.Marrese	TIDES	7	Roxbury Diner	Succasunna, NJ	1/20/22 (Thu)
9	NES	A.Marrese	TIDES	7	Roxbury Public Library	Succasunna, NJ	2/10/22 (Thu)
10	NES	B.MacIntosh, A.Marrese	TIDES	14	Snip-its in Rockaway Town Plaza	Rockaway, NJ	12/13/21 (Mon); 3/7/22 (Mon)
11	NES	B.MacIntosh, A.Marrese	TIDES	14	Walmart	Ledgewood, NJ	12/2/21 (Thu)
* 12	RHS	B.McGinley	SUCCESS	~15	Home Depot	Succasunna, NJ	12/1/21 (Wed); 12/3/21 (Fri)
* 13	RHS	B.McGinley	SUCCESS	~15	Milton United Methodist Church	Oak Ridge, NJ	11/18/21 (Thu)
* 14	RHS	B.McGinley	SUCCESS	~15	Rockaway Townsquare Mall	Rockaway, NJ	12/10/21 (Fri)
* 15	RHS	B.McGinley	SUCCESS	~15	Sparta HS	Sparta Township, NJ	12/22/21 (Wed)
* 16	RHS	B.McGinley, J.Toupet	SUCCESS	~15	Walmart	Ledgewood, NJ	12/15/21 (Wed); 12/17/21 (Fri)

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

- *8. 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>
211323	Roxbury Community School Preschool Program	\$6,600.00	10/25/21-6/30/22
208108	The Craig School	\$3,680.00	10/13/21-6/16/22

TUITION STUDENTS

- *9. RESOLVED, that the Roxbury Township Board of Education approve the following tuition contract agreements for the 2021/2022 school year and/or extended school year.

<i>State ID</i>	<i>Sending District</i>	<i>Program</i>	<i>Total</i>
2341433856	Dover Public Schools	BD	\$53,905.10*
8348565943	Mt. Arlington Public Schools	BD	\$29,262.15*
Change to SY total only, originally approved XV.B.5 dated 5/10/21.			

MCKINNEY-VENTO ACT

- *10. RESOLVED, that the Roxbury Township Board of Education approve the following tuition contract agreements for the 2021/2022 school year in accordance with United States federal law 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, 42 U.S.C. § 11301 et seq.). Pursuant to N.J.A.C. 6A:17-2.4 fiscal responsibility shall lie with the district of origin for educational costs.

<i>State ID</i>	<i>Attending District</i>	<i>Total</i>
209929	Ramsey Board of Education	\$16,520.40
209930	Ramsey Board of Education	\$16,520.40
209931	Ramsey Board of Education	\$16,520.40

APPROVAL OF SENIOR OPTION AND INDEPENDENT STUDY PROJECTS - RHS

- *11. RESOLVED, that the Roxbury Township Board of Education accepts the Senior Option Projects for the classes at Roxbury High School listed below to be completed in the 2021/2022 school year.

Student	Research Focus	Credits
204920	Peer Teaching	5
204972	Culinary	5

- *12. RESOLVED, that the Roxbury Township Board of Education accepts the Independent Study Projects for classes at Roxbury High School listed below to be completed in the 2021/2022 school year.

Student	Research Focus	Credits
205705	TV 2	5

APPROVAL OF NEW AND REVISED COURSES

*13. RESOLVED, that the courses listed below be adopted as of the 2022/2023 school year:

	<i>School/Course Level</i>	<i>Grade Level</i>	<i>Course</i>	<i>Course Duration</i>
1	RHS	11 - 12	Studio Production	Elective, Full Year
2	RHS	9 - 12	Cybersecurity	Elective, Semester
3	RHS	11 - 12	Google Project Management	Elective, Semester
4	RHS	11 - 12	Photography and Graphic Design Portfolio	Elective, Semester
5	RHS	9 - 12	Expressive Art	Elective, Semester
6	RHS	10 - 12	Microbiology	Elective, Semester
7	RHS	10 - 12	Genetics	Elective, Semester
8	RHS	11 - 12	Tomorrow's Teachers	Elective, Full Year
9	RHS	12	Sports Medicine Academy Structured Learning Experience (SLE)	Required, Full Year
10	RHS	10 - 12	Podcasting	Elective, Semester
11	RHS	10 - 12	AP Comparative Gov and Politics	Elective, Full Year
12	RHS	9 - 12	Italian II H	Elective, Full Year
13	RHS	9 - 12	Italian III H	Elective, Full Year
14	RHS	9 - 12	Spanish for Heritage and Adv Lang Learners	Elective, Full Year

*14. RESOLVED, that the courses listed below be revised as of the 2022/2023 school year:

	<i>School/Course Level</i>	<i>Grade Level</i>	<i>Course</i>	<i>Course Duration</i>
1	RHS	11 - 12	Current World Issues	Elective, Full Year
2	LRS	5	Math 5	Core, Full Year
3	LRS	6	Math 6	Core, Full Year

C. Policies (Resolutions 1-3)

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 approved the following for second reading:

	<i>Policy/Regulation Number</i>	<i>Policy/Regulation Title</i>	<i>Exhibit Number</i>
a	Policy 0131 (Revised)	Bylaws, Policies, and Regulations	P1
b	Policy 2422 (Revised)	Comprehensive Health and Physical Education (M)	P2
c	Policy 2467 (Revised)	Surrogate Parents and Resource Family Parents (M)	P3
d	Policy 5111 (Revised)	Eligibility of Resident/Nonresident Students (M)	P4
e	Policy 5116 (Revised)	Education of Homeless Children	P5
f	Policy & Regulation 7432 (Revised)	Eye Protection (M)	P6 & P7
g	Policy 8420 (Revised)	Emergency and Crisis Situations (M)	P8
h	Regulation 8420.1 (Revised)	Fire and Fire Drills (M)	P9
i	Policy 8540 (Revised)	School Nutrition Programs (M)	P10
j	Policy 8550 (Revised)	Meal Charges/Outstanding Food Service Bill (M)	P11
k	Policy 8600 (Revised)	Student Transportation (M)	P12
l	Policy 6115.01 (New)	Federal Awards/Funds Internal Controls - Allowability of Costs (M)	P13
m	Policy 6115.02 (New)	Federal Awards/Funds Internal Controls - Mandatory Disclosures (M)	P14
n	Policy 6115.03 (New)	Federal Awards/Funds Internal Controls -Conflict of Interest (M)	P15
o	Policy 6311 (Revised)	Contracts for Goods or Services Funded by Federal Grants (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 5114 (Abolished)	Children Displaced by Domestic Violence	P17
b	Policy 8810 (Abolished)	Religious Holidays	P18

- *3. RESOLVED, that the Roxbury Township Board of Education approved the following for first reading:

	<i>Policy/Regulation Number</i>	<i>Policy/Regulation Title</i>	<i>Exhibit Number</i>
a	Policy 1648.13 (New)	School Employee Vaccination Requirements (M)	P19
b	Policy 1648.14 (New)	Safety Plan for Healthcare Settings in School Buildings - COVID-19 (M)	P20
c	Regulation 2340 (Revised)	Field Trips	P21
d	Policy 2425 (New)	Emergency Virtual or Remote Instruction Program (M)	P22
e	Policy & Regulation 5751 (Revised)	Sexual Harassment of Students (M)	P23 & P24
f	Policy 8500.1 (Revised)	Senior Privilege	P25

D. Personnel (Resolutions 1-29)

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

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

APPROVAL OF RATE OF PAY - SUBSTITUTE POSITIONS

- *1. RESOLVED, that the Roxbury Township Board of Education approves the following rate of pay schedule for substitute positions for the 2021-2022 school year effective November 16, 2021:

<i>Category</i>	<i>Rate of Pay 2021-2022 School Year</i>
Leave Replacement Teacher or Education Services Personnel (must hold proper NJ certification in content area)	\$297.00 per diem
Transitional Substitute Teacher: up to 20 consecutive days in same position; 21-40 days maximum with county superintendent's approval (Alternate or Traditional Route candidate holding a county substitute credential pending issuance of NJ certification)	\$230.00 per diem
Substitute Teacher: in assignment exceeding 20 consecutive days; 40 days maximum in non-content area (holding a NJ standard/CE/CEAS certification)	\$200.00 per diem
Leave Replacement Nurse (must hold a registered nurse license)	\$325.00 per diem
Substitute Nurse / Permanent Substitute Nurse	\$235.00 per diem
Permanent Substitute Teacher (holding a NJ standard/CE/CEAS certification)	\$150.00 per diem
Substitute Teacher (holding a NJ standard/CE/CEAS certification)	\$100.00 per diem
Substitute Teacher (holding a county substitute credential)	\$90.00 per diem
Interim Instructional Paraprofessional	\$105.00 per diem
Substitute Instructional Paraprofessional	\$90.00 per diem
Substitute Bus Aide	\$15.00 hourly
Substitute Bus Driver	\$21.50 hourly
Substitute Cafeteria (Lunch) Aide	\$13.95 hourly
Substitute Computer Technician	\$16.00 hourly
Substitute Maintenance / Groundskeeper	\$15.00 - \$25.00 hourly
Substitute Secretary	\$13.00 hourly
Substitute Secretary (Central Office)	\$16.00 hourly
Substitute Security Guard / Matron	\$16.50 hourly
Substitute Security Guard (with Permit to Carry)	\$20.00 hourly

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	Dellosso, Gary	RHS	Security Guard	Resignation for personal reasons	11/15/21	
* 2	Fairchild, Allan	TR	Bus Driver	Resignation for retirement purposes	12/31/21	
3	Seminara, Rachel	EMS	Cafeteria Aide	Resignation for retirement purposes	12/31/21	

LEAVES OF ABSENCE

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

	<i>Name</i>	<i>Leave Start Date</i>	<i>Paid Leave</i>	<i>Unpaid FMLA/ NJFLA^</i>	<i>Return Date</i>	<i>Discussion</i>
1	12465	10/12/21	Using available sick and personal days	FMLA if needed	upon release by physician	Antic ret 12/21/21
* 2	13041	11/11/21	Using available sick and personal days	FMLA if needed	upon release by physician	Antic ret 1/3/22
3	15282	10/12/21	Using available sick and personal days	n/a	11/8/21	
4	17802	10/29/20	Using available sick days	FMLA/NJFLA	4/1/22	Amends <i>Return Date</i> previously app'd
5	18264	8/30/21	Using available sick days	FMLA/NJFLA	4/1/22	Amends <i>Return Date</i> previously app'd
6	20025	11/29/21 or sooner	Using 10 sick days	FMLA/NJFLA	3/14/22	
7	20115	11/2/21	Using available sick and personal days	FMLA if needed	upon release by physician	Antic ret 11/15/21

^Leave becomes unpaid when sick/personal days depleted or released by physician, whichever occurs first.

4. RESOLVED, that Employee Number 4135 is placed on administrative leave with pay effective October 4, 2021 through October 8, 2021 in accordance with the provisions of NJSA 18A:6-8.3.
5. RESOLVED, that Employee Number 5094 is placed on administrative leave with pay effective October 6, 2021 through October 11, 2021 in accordance with the provisions of NJSA 18A:6-8.3.
6. RESOLVED, that Employee Number 14700 is placed on unpaid administrative leave commencing November 9, 2021 through November 30, 2021 at which time employment will be terminated for good cause.

REASSIGNMENTS / TRANSFERS

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

	Name	Former Assignment & Loc.		New Assignment & Loc.		Effective Date	Discussion
1	Billeci, Jennifer	ELA Teacher TCH.EMS.LA.NA.07	EMS	Special Education Teacher (RC) TCH.SPE.RES.NA.41	EMS	8/30/21	
2	Kovarik, Karen	Technology Teacher TCH.DS.COMP.NA.02	JES, KES	Technology Teacher TCH.DS.COMP.NA.02	KES	8/30/21	
3	McAuliffe, Katey	School Librarian, Media Specialist TCH.DS.MED.NA.02	JES, KES	School Librarian, Media Specialist TCH.DS.MED.NA.02	JES	8/30/21	

8. 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	Effective Date	Discussion
* 1	Bauder, Yanina	Secretary to Principal Grade IV, Step 7 SEC.JEF.PRN.GR4.01	JES	Secretary - Accounts Payable Grade V, Step 7 SEC.BO.A/P.GR5.01	CO	\$58,615 prorated	1/3/22	Tenured replacement in position
2	Kreider, Troy	Permanent Substitute Teacher TCH.SUB.PERM.LRS.01	LRS	Permanent Substitute Teacher TCH.SUB.PERM.NES.01	NES	\$150.00 per diem	10/12/21	
3	Kreider, Troy	Permanent Substitute Teacher TCH.SUB.PERM.NES.01	NES	Permanent Substitute Teacher TCH.SUB.PERM.LRS.01	LRS	\$150.00 per diem	11/22/21	
* 4	Lavin, Evelyn	Bus Aide AID.BUS.TRN.NA.01	TR	Bus Driver BUS.TR.DRI.RE.63	TR	RBDG Step 1 \$26.33	10/18/21 - 6/30/22	New position (Placeholder D.12.13 on 10/11/21)
5	O'Brien, Heather	Secretary 10m P/T Grade II, Step 2 SEC.NES.OFF.GR2.PT	NES	Secretary to Principal Grade IV, Step 2 SEC.JEF.PRN.GR4.01	JES	\$50,555 prorated	1/3/22-6/30/22	Non-tenured replacement in position
6	Rose, Andrew	Transitional Substitute Teacher (Gr. 3)	JES	Leave-repl Gr. 3 Teacher TCH.JEF.GR3.NA.03	JES	21/22 Leave-repl Teacher Per Diem Rate Bd. aprvd 6/7/21 & 11/15/21	10/14/21# - 4/1/22	Non-tenure track replacement in position TCH.JEF.GR3.NA.03. # Supersedes transfer as TST app'd 10/11/21, XVI.D.7.2.

APPOINTMENT - TITLE IX COORDINATOR

- *9. RESOLVED, that the Roxbury Township Board of Education appoint the Human Resources Director as the Title IX Coordinator for the Roxbury School District for the 2021/2022 school year.

APPOINTMENT - COVID-19 SAFETY COORDINATOR

- *10. RESOLVED, that the Roxbury Township Board of Education appoint the Human Resources Director as the COVID-19 Safety Coordinator for the Roxbury School District for the 2021/2022 school year.

APPOINTMENTS

11. 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	Murphy, Colleen	NES	Permanent Substitute Teacher	N/A	\$150.00 per diem	11/22/21	6/30/22	Tenure-track replacement not to exceed 4 days/wk in position TCH.SUB.PERM.NES.01
2	Volz, Michael	EMS	Gr. 7 Social Studies Teacher	21/22 BA, Step 1	\$54,975 prorated	1/3/22	6/30/22	Tenure-track replacement in position TCH.EMS.SST.NA.02

^ Employment start date is pending completion of documentation in accordance with the law or district policy.
Employment start date is pending release from current employer

APPOINTMENTS - LEAVE REPLACEMENTS

12. 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	Buckler, Jennifer	KES	Leave-repl School Counselor & ABS	21/22 Leave-repl Teacher Per Diem Rate Bd. aprvd 6/7/21 & 11/15/21	10/19/21	3/31/22	Extends <i>End Date</i> app'd 10/11/21, XVI.D.11.1. Replacement in position TCH.DS.GUI.NA.04
2	Glazer, Bethann	KES	Leave-repl Technology Teacher	21/22 Leave-repl Teacher Per Diem Rate Bd. aprvd 6/7/21 & 11/15/21	10/25/21	12/20/21	Replacement in position TCH.DS.COMP.NA.02
3	Horincewich, Thomas	KES	Leave-repl Gr. 3 Teacher	21/22 Leave-repl Teacher Per Diem Rate Bd. aprvd 6/7/21 & 11/15/21	8/30/21	3/31/22	Extends <i>End Date</i> app'd 7/19/21, XV.C.8.2. Replacement in position TCH.KEN.GR3.NA.03

* 4	Monahan, David	RHS	Leave-repl Nurse	21/22 Leave-repl Nurse Per Diem Rate Bd. aprvd 11/15/21	11/22/21	6/17/22	Appt related to placeholder app'd 10/11/21, XVI.D.11.3. Replacement in position NRS.RHS.NRS.NA.01
^ Employment start date is pending completion of documentation in accordance with the law or district policy.							

APPOINTMENTS - HOURLY EMPLOYEES

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

	Name	Loc	Position	Guide / Step	Hourly Rate	Start Date	End Date	Discussion
* 1	Perdomo, John	RHS	Security Guard (10 month)	N/A	\$25.75	11/16/21 ^	6/30/22	Replacement in position B&G.RHS.GUA.NA.03 working 20 hrs/wk
* 2	PLACE - HOLDER	RHS	Security Guard (12 month)	N/A	TBD	11/16/21 ^	6/30/22	New position B&G.RHS.GUA.NA.08 working 20 hrs/wk
3	PLACE - HOLDER	TBD	Special Education Paraprofessional	REA Paraprof Step	TBD	11/16/21^	6/30/22	Replacement in position AID.SPE.PT.NA.35
4	PLACE - HOLDER	TBD	Special Education Paraprofessional	REA Paraprof Step	TBD	11/16/21^	6/30/22	Replacement in position AID.SPE.PT.NA.42
* 5	PLACE - HOLDER	TR	Transportation Bus Aide	N/A	TBD	11/16/21 ^	6/30/22	Replacement in position AID.BUS.TRN.NA.01 working 25 hrs/wk
^ Employment start date is pending completion of documentation in accordance with the law or district policy.								

APPOINTMENTS - EXTRACURRICULAR

*14. RESOLVED, that the Roxbury Township Board of Education approve the following for the 2021/2022 school year. At this time, employment and payment are contingent upon the status of school closures and the ability to fulfill the responsibilities associated with the positions indicated.

21/22 Coaching Appts									
	POS LOC	POSITION	ASSIGNMENT	SEASON	NAME	21/22 Base Stipend	# of Consec Yrs thru 21/22 Season	21/22 Longevity Stipend	21/22 TOTAL Stipend
1	RHS	Basketball - Girls'	Asst Coach	Winter	Correnti, Alison	\$6,032	1	\$ -	\$6,032
2	RHS	Wrestling	Asst Coach	Winter	Jacoby, Adam	\$6,032	1	\$ -	\$6,032

- *15. RESOLVED, that the Roxbury Township Board of Education approve the following for the 2021/2022 school year. At this time these positions are contingent upon the status of school closures and the ability to fulfill the responsibilities associated with these positions:

21/22 Specialized Athletic Consultants							
	<i>Name</i>	<i>Position</i>	<i>Sport</i>	<i>Season</i>	<i>Loc. of Sport</i>	<i>Payment</i>	<i>Discussion</i>
1	Eckert, Chad	Specialized Consultant	Wrestling	Winter ^	RHS	Volunteer-basis	
2	Ponomarev, Nicholas	Specialized Consultant	Wrestling	Winter ^	RHS	Volunteer-basis	
3	Stanich, Troy	Specialized Consultant	Wrestling	Winter ^	RHS	Volunteer-basis	

^ Start date is pending completion of documentation in accordance with the law or district policy.

APPOINTMENTS - ATHLETIC EVENT WORKERS

- *16. RESOLVED, that the following individual be approved for employment for the position indicated for the 2021/2022 school year:

2021/2022 Athletic Event Workers					
	<i>Name</i>	<i>Position</i>	<i>Salary</i>	<i>Start Date</i>	<i>End Date</i>
1	Johnson, Keith	Athletic Event Worker	21/22 Athl. Event Worker Rates Bd. aprvd 8/30/21	11/16/21^	6/30/22

^Start date pending receipt of documentation in accordance with law and district policy.

APPOINTMENTS - SUBSTITUTES

- *17. 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	Bloom, Michelle	District	Substitute Teacher, Paraprofessional, Secretary	21/22 Sub Rate Bd. aprvd 11/15/21	11/16/21	6/30/22	
2	Collado-Kelaid, Melissa	District	Substitute Nurse	21/22 Sub Rate Bd. aprvd 11/15/21	11/16/21^	6/30/22	
3	Fariello, Elizabeth	District	Substitute Nurse	21/22 Sub Rate Bd. aprvd 11/15/21	11/16/21	6/30/22	
4	Macaluso, Robert	District	Substitute Teacher, Paraprofessional, Secretary	21/22 Sub Rate Bd. aprvd 11/15/21	11/16/21^	6/30/22	
5	Marantz, Anne	District	Substitute Teacher	21/22 Sub Rate Bd. aprvd 11/15/21	11/16/21	6/30/22	
6	O'Shea, Nichole	District	Substitute Teacher, Paraprofessional, Secretary	21/22 Sub Rate Bd. aprvd 11/15/21	11/16/21	6/30/22	
7	Peck, Brian	District	Substitute Teacher, Paraprofessional, Secretary	21/22 Sub Rate Bd. aprvd 11/15/21	11/16/21	6/30/22	

^Start date pending receipt of documentation in accordance with law and district policy.

SUBSTITUTES - TRANSPORTATION, TECHNOLOGY, SECURITY, MAINTENANCE/GROUNDS

*18. RESOLVED, that the following substitutes be approved on an as needed basis:

	Name	Position	Hourly Rate	Start Date	End Date	Discussion
1	Herter, Herbert	Substitute Security Guard	\$20.00	11/16/21^	6/30/22	Not to exceed 20 hrs/wk

SALARY ADJUSTMENTS - CERTIFICATED STAFF

*19. RESOLVED, that the Roxbury Township Board of Education approve the following teaching assignments for the staff indicated below for the 2021/2022 school year, with the understanding that these assignments are subject to change based on scheduling adjustments:

	Name	Loc	Program/ Class	Extra Blocks assigned:	Salary Guide / Step	Addl. Salary	Start Date	End Date
1	Demova, Bohdanka	RHS	US History I A, Block 7CD	1 block on B days w/in A/B day schedule @ RHS	21/22 MA+30, Step 20	\$2,294	11/11/21	12/23/21^
2	Doyle, Robert	RHS	US History I B, Block 5	1 block on B days w/in A/B day schedule @ RHS	21/22 MA, Step 5-6	\$1,532	11/11/21	12/23/21^
3	Hopper, JoEllen	RHS	US History I A, Block 3AB	1 block on A days w/in A/B day schedule @ RHS	21/22 MA, Step 15-16	\$1,728	11/11/21	12/23/21^
4	Misurelli, Frank	RHS	US History II A, Block 6	1 block on B days w/in A/B day schedule @ RHS	21/22 BA+15, Step 18	\$1,952	11/11/21	12/23/21^
5	Pugliese, Ryan	RHS	US History I A, Block 2	1 block on A days w/in A/B day schedule @ RHS	21/22 MA, Step 2-4	\$1,414	11/11/21	12/23/21^
^ Coverage for position TCH.RHS.SST.NA.06.								

SALARY ADJUSTMENTS - SUPPORT STAFF

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

	Name	Loc	Position	Guide / Step	Annual Salary	Start Date	End Date	Discussion
1	Renzetti, Michael	B&G	Grounds - keeper	REA Maintenance	\$57,081 prorated	12/14/21	6/30/22	Salary adjustment on first anniversary per Article LVIII; includes \$385 CDL stipend

MENTORING

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

		<i>Novice Teacher</i>			<i>Mentoring Term in Roxbury</i>				
	<i>Name</i>	<i>Loc</i>	<i>Instr. Cert.</i>	<i>No. of weeks of mentoring completed to date</i>	<i>Mentor</i>	<i>Start Date</i>	<i>End Date</i>	<i>No. of Wks</i>	<i>Fee</i>
1	Rose, Andrew	JES	CE	n/a	Meiser, Kristin	10/25/21	4/1/22	22	\$733

STUDENT TEACHERS/INTERNS

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

		<i>Student-Teacher/Intern</i>			<i>Roxbury Cooperating Teacher</i>		
	<i>Name</i>	<i>College/Univ</i>	<i>Placement Sought</i>	<i>Term</i>	<i>Name</i>	<i>Position</i>	<i>Loc</i>
1	Cintron, Kelly	St. Peter's Univ	Clinical Int- K - 6	9/13/21 thru 10/15/21 # for f/t	Lamont, Kelly	Kindergarten Teacher	JES
# Amends end date app'd 8/30/21, XV.D.25.3.							

COMMUNITY SCHOOL

- *23. RESOLVED, that the Roxbury Township Board of Education in conjunction with the Roxbury Community School approve the appointment of the administrative staff below for the 2021/2022 Saturday Support Program at a rate of \$100/hour. Employment is dependent upon sufficient enrollment. Job sharing within each job category will occur and will be scheduled based on expressed interest. Staff listed below will be paid through ESSER II Funds.

	Name
1	DeBarros, Joel
2	Gallagher, Amy

- *24. RESOLVED, that the Roxbury Township Board of Education in conjunction with the Roxbury Community School approve the appointment of the certificated staff below for the 2021/2022 Saturday Support Program at a rate of \$60/hour. Employment is dependent upon sufficient enrollment. Job sharing within each job category will occur and will be scheduled based on expressed interest. Staff listed below will be paid through ESSER II Funds.

	Name		Name		Name
1	Davenport, Melissa	7	LaCosta, Gail	11	Solotist, April
2	Freund, Kelly	8	Ort, Sarah	12	Speronza, Jane-Frances
3	Hamade, Rabiye	9	Oster, Kaitlin	13	Stellingwerf, Kaitlin
4	Heddy, Elizabeth	10	Richardson, Kiley	14	Tom, Jean
5	Hubbard, Cindy	11	Scalfani, Andrea		
6	Jacoby, Adam	12	Sellari, Kayla		

- *25. 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 will be paid from collected tuition and employment is dependent upon sufficient enrollment.

	Program	Instructor	Pay Rate	Loc	Start Date	End Date	Tuition Rates per Student
1	Applied Music Program	Bednarcik, Sarah	\$25/per half hour	RHS	11/16/21	06/30/22	\$27 per half hour lesson

- *26. RESOLVED, that based on current and projected positive health conditions, the staff listed below be appointed for the 2021/2022 Roxbury Community School Preschool Program. All expenses will be paid from collected tuition and employment is dependent upon sufficient enrollment.

	Instructor	Loc	Hourly Pay Rate	Start Date	End Date	Discussion
1	Acuna, Paola	KES	\$17/Aide	11/16/21	06/30/22	Sub capacity only
2	Marantz, Anne	KES	\$17/Aide \$25/Teacher	11/16/21	06/30/22	Sub capacity only
3.	Shannon, Jeannette	KES	\$17/Aide	11/16/21	06/30/22	Sub capacity only
4	PLACEHOLDER	KES	\$17/Aide \$25/Teacher	11/16/21	06/30/22	
5	PLACEHOLDER	KES	\$17/Aide \$25/Teacher	11/16/21	06/30/22	

^Start date pending receipt of documentation in accordance with law and district policy.

- *27. RESOLVED, that based on current and projected positive health conditions, the staff listed below be appointed for the 2021/2022 Roxbury Community School Ski & Snowboard Club. All expenses will be paid from collected tuition and employment is dependent upon sufficient enrollment.

	Instructor	Program	Title	Hourly Pay Rate	Start Date	End Date	Discussion
1	Demova, Bohdanka	RHS Ski Club Winter 2022	Co-Advisor	\$25/Hour	01/01/22	03/31/22	5 Trips Per School
2	Gibson, Ryan	RHS Ski Club Winter 2022	Co-Advisor	\$25/Hour	01/01/22	03/31/22	5 Trips Per School
3	Gottfried, Michael	EMS/LRS Ski Club RHS Ski Club Winter 2022	Chaperone	\$0.00	01/01/22	03/31/22	Complimentary Lift Tickets only; no monetary compensation
4	O'Brien, William	EMS Ski Club Winter 2022	Co-Advisor	\$25/Hour	01/01/22	03/31/22	4 Trips Per School
5	Osburn, Jamie	LRS Ski Club Winter 2022	Co-Advisor	\$25/Hour	01/01/22	03/31/22	4 Trips Per School
6	Rodgers, Susanna	LRS Ski Club Winter 2022	Co-Advisor	\$25/Hour	01/01/22	03/31/22	4 Trips Per School
7	Terranova, Laurie	EMS Ski Club Winter 2022	Co-Advisor	\$25/Hour	01/01/22	03/31/22	4 Trips Per School
8	Travaline, Francis	EMS/LRS Ski Club RHS Ski Club Winter 2022	Chaperone	\$0.00	01/01/22	03/31/22	Complimentary Lift Tickets only; no monetary compensation

- *28. RESOLVED, that the RCS B.A.S.E.S. staff listed below be approved for the following salary and title adjustments for the 2021/2022 school year. All expenses will be paid from collected tuition and employment is dependent upon sufficient enrollment.

	Program	Instructor	Hourly Pay Rate	Title	Start Date	End Date
1	RCS B.A.S.E.S. K-4	Marantz, Anne	\$25.00	Sub Certificated	10/12/21	06/30/22
2	RCS B.A.S.E.S. K-4	Renn, Christi	\$40.00	Certificated / Supervisor	10/12/21	06/30/22

- *29. RESOLVED, that based on current and projected positive health conditions, the staff listed below be appointed for the 2021/2022 Roxbury Community School B.A.S.E.S. Program. All expenses will be paid from collected tuition and employment is dependent upon sufficient enrollment.

	Instructor	Loc	Title	Hourly Pay Rate	Start Date	End Date	Discussion
1	Friedella, Tracy	K-4	Non-Certificated	\$22.00	11/16/21	06/30/22	Sub capacity only
2	Gabloff, Kristina	K-4	Non-Certificated	\$22.00	11/16/21	06/30/22	Sub capacity only
3	Husein, Amani	K-4	Sub Certificated	\$25.00	11/16/21	06/30/22	Sub capacity only
4	Johnston, Michele	K-4	Certificated	\$35.00	11/16/21	06/30/22	Sub capacity only
5	Pisani, Kerrie	K-4	Non-Certificated	\$22.00	11/16/21	06/30/22	Sub capacity only
6	Robinson Wedderburn, Judi	K-4	Non-Certificated	\$22.00	11/16/21	06/30/22	Sub capacity only

E. Executive Session

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

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

WHEREAS, the Board of Education is anticipating to hold a Regular Meeting on December 13, 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, and matters covered by attorney client privilege during the aforementioned Executive Session; and

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

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

XVIII. BOARD MEMBER COMMENTS

XIX. EXECUTIVE SESSION - (IF NECESSARY)

XX. PUBLIC SESSION – (IF NECESSARY)

XXI. ADJOURNMENT

Description	Manufacturer	Model	Serial #	Asset Tag # / Barcode	Quantity	Working Condition
Chromebook bezel	Acer	771			4	n
Chromebook Battery	Acer				1	n
Chromebook keyboard	Acer	771			17	n
Chromebook	Acer	C720	NXMJAAA004502177A57600	37556000023372	1	N
Chromebook	Acer	C720	NXMJAAA004502177B67600	37556000023109	1	Y-no touch
Chromebook	Acer	C720	NXMJAAA00443324F477600	37556000019214	1	Y-no touch
Chromebook	Acer	C720	NXMJAAA00443324EFB7600	37556000019222	1	Y-battery drains quickly
Chromebook	Acer	C720	NXMJAAA0045051F4237600	37556000024701	1	Y-USB port not working
Chromebook	Acer	C720	NXMJAAA00443324F337600	37556000019982	1	Y-cracked screen
Chromebook	Acer	C720	NXMJAAA004433240137600	37556000020642	1	N
Chromebook	Acer	C720	NXMJAAA00441407F647600	37556000007979	1	N
Chromebook	Acer	C720	NXMJAAA004433240137600	37556000020642	1	N
Chromebook	Acer	C720	NXMJAAA0044040FCD77600	37555000382317	1	Y-cracked screen
Chromebook	Dell	11	20PNKD2	3.7556E+13	1	N
Chromebook	Dell	3120	no tag	no tag	1	n
Chromebook	Dell	3120	139PKD2	3.7556E+13	1	n
Chromebook	Dell	3120	GDNNKD2	3.7556E+13	1	n
Chromebook	Dell	3120	42PNKD2	3.7556E+13	1	n
Chromebook	Dell	3120	8HPNKD2	3.7556E+13	1	n
Chromebook	Dell	3120	DR8PKD2	3.7556E+13	1	n
Desktop	Dell	390	DC6Y4V1	789, 1107	1	N (No RAM)
Desktop	Dell	390	DC8Y4V1	1088, 747	1	N (No RAM)
Desktop	Dell	390	DC8S4V1	1204, 879	1	N (No RAM)
Desktop	Dell	390	DC7X4V1	1172, 844	1	N (No RAM)
Desktop	Dell	390	DC5W4V1	1080, 739	1	N (No RAM)
Desktop	Dell	390	DC6V4V1	1097, 858	1	N (No RAM)
Desktop	Dell	390	932LYR1	1071, 37	1	N (No RAM)
Desktop	Dell	390	DC5S4V1	1208, 884	1	N (No RAM)
Desktop	Dell	390	DC645V1	1142, 827	1	N (No RAM)
Desktop	Dell	390	DC525V1	1163, 883	1	N (No RAM)

Description	Manufacturer	Model	Serial #	Asset Tag # / Barcode	Quantity	Working Condition
Desktop	Dell	390	DC915V1	1161, 839	1	N (No RAM)
Desktop	Dell	390	DC7Y4V1	1184, 865	1	N (No RAM)
Desktop	Dell	390	DC4Z4V1	1174, 817	1	N (No RAM)
Desktop	Dell	390	DC7Z4V1	1189, 864	1	N (No RAM)
Desktop	Dell	390	DC675V1	1153, 857	1	N (No RAM)
Monitor	Dell	PN2419H			1	y-cracked
Monitor	Dell	1708			1	y
Apple iPad 16Gig	Apple	A1474	DMPPWENJFK10		1	y
cmos batteries	Mitsubishi				12	n
Keyboard	LogiTech				1	n
LCD wires	Acer	771			2	n
lower case	Acer	771			5	n
main board	Acer	720			1	n
mini switch	DLink	DGS-1008P			1	n
thermal fan	Acer	771			1	n
touchpad	Acer	771			3	n
video splitter	Tripp-Lite	B114-0020R			1	n
WIFI covers	Acer	771			10	n
wifi modual	Acer	771			1	n
Toshiba Laptop	Toshiba	PA3538U-1MPC	68086765H	no tag	1	n
VGA splitters	Tripp-Lite	B114-002			3	n
Box of power strips	various					y
Laminator				#002845	1	n
School Smart Radio Cassette w/ CD player	School Smart			37556000262582	1	Y
School Smart Radio Cassette w/ CD player	School Smart			37556000262574	1	Y
School Smart Radio Cassette w/ CD player	School Smart		FC80600468	37556000262541	1	Y
School Smart Radio Cassette w/ CD player	School Smart		FC80600629	37556000262590	1	Y
School Smart Radio Cassette w/ CD player	School Smart			37556000262558	1	Y
School Smart Radio Cassette w/ CD player	School Smart			37556000262266	1	Y
Digital USB Speaker System	Pioneer	S-MM301	KHZY004832WN	37556000267946	1	Y
Digital USB Speaker System	Pioneer	S-MM301	KHZY005116WN	37556000267938	1	Y
Digital USB Speaker System	Pioneer	S-MM301	KHZY005115WN	37756000267920	1	Y
Digital USB Speaker System	Pioneer	S-MM301	KHZY005112WN	37556000267953	1	Y
Digital USB Speaker System	Pioneer	S-MM301	KHZY004831WN	37556000267979	1	Y
Digital USB Speaker System	Pioneer	S-MM301	KHZY005209WN	37556000267714	1	Y

Description	Manufacturer	Model	Serial #	Asset Tag # / Barcode	Quantity	Working Condition
Digital USB Speaker System	Pioneer	S-MM301	KHZY004837WN	37556000267672	1	Y
Digital USB Speaker System	Pioneer	S-MM301	KHZY004835WN	37556000267623	1	Y
Digital USB Speaker System	Pioneer	S-MM301	KHZY004834WN	37556000267656	1	Y
Digital USB Speaker System	Pioneer	S-MM301	KHZY004841WN	37556000267664	1	Y
Digital USB Speaker System	Pioneer	S-MM301	KHZY004840WN	37556000267631	1	Y
Digital USB Speaker System	Pioneer	S-MM301	KHZY005000WN	37556000267748	1	Y
Digital USB Speaker System	Pioneer	S-MM301	KHZY005002WN	37556000267789	1	Y
Digital USB Speaker System	Pioneer	S-MM301	KHZY005237WN	37556000267771	1	Y
Digital USB Speaker System	Pioneer	S-MM301	KHZY004034WN	37556000267698	1	Y
Digital USB Speaker System	Pioneer	S-MM301	KHZY005219WN	37556000267888	1	Y
Digital USB Speaker System	Pioneer	S-MM301	KHZY004707WN	37556000267839	1	Y
Digital USB Speaker System	Pioneer	S-MM301	KHZY004037WN	37556000267730	1	Y
Digital USB Speaker System	Pioneer	S-MM301	KHZY005210WN	37556000267722	1	Y
Digital USB Speaker System	Pioneer	S-MM301	KHZY000682WN	37556000267607	1	Y
Digital USB Speaker System	Pioneer	S-MM301	KHZY006001WN	37556000267797	1	Y
Digital USB Speaker System	Pioneer	S-MM301		37556000267839	1	Y
Digital USB Speaker System	Pioneer	S-MM301		37556000267581	1	Y
USB Camera	IPEVO	Point 2 View	081152GC84690	37556000267136	1	Y
USB Camera	IPEVO	Point 2 View	081152GC84685	37556000267300	1	Y
USB Camera	IPEVO	Point 2 View	081152GC84681	37556000267573	1	Y
USB Camera	IPEVO	Point 2 View	081152GC84584	37556000267219	1	Y
USB Camera	IPEVO	Point 2 View	081152GC84583	37556000267250	1	Y
USB Camera	IPEVO	Point 2 View	081152GC84682	37556000267292	1	Y
USB Camera	IPEVO	Point 2 View	081152GC84686	37556000267185	1	Y
USB Camera	IPEVO	Point 2 View	081152GC84687	37556000267227	1	Y
USB Camera	IPEVO	Point 2 View	081152GC84688	37556000267268	1	Y
USB Camera	IPEVO	Point 2 View	081152GC84691	37556000267144	1	Y
USB Camera	IPEVO	Point 2 View	081152GC84693	37556000267318	1	Y
USB Camera	IPEVO	Point 2 View	081152GC84696	37556000267193	1	Y
USB Camera	IPEVO	Point 2 View	081152GC84699	37556000267326	1	Y
USB Camera	IPEVO	Point 2 View	081152GC84700	37556000267151	1	Y
USB Camera	IPEVO	Point 2 View	081152GC84695	37556000267235	1	Y
USB Camera	IPEVO	Point 2 View	081152GC84694	37556000267276	1	Y
USB Camera	IPEVO	Point 2 View	081152GC84530	37556000267524	1	Y
USB Camera	IPEVO	Point 2 View	081152GC84829	37556000267540	1	Y

Description	Manufacturer	Model	Serial #	Asset Tag # / Barcode	Quantity	Working Condition
VCR/DVD Player	Go Video	DV2130		37556000245397	1	Y
VCR/DVD Player	Zenith	XBV613	606023260	37556000240117	1	Y
Scanner	Scantron	Sentry 250		2439	1	Y

POLICY

ROXBURY TOWNSHIP BOARD OF EDUCATION

EXHIBIT #P1 – SECOND READING

Bylaws

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Bylaws, ~~and~~ Policies, and Regulations

0131 BYLAWS, ~~AND~~ POLICIES, AND REGULATIONS

The Board of Education shall exercise its rule-making power by adopting, revising, and abolishing bylaws, ~~and~~ policies, and regulations for the organization and operation of the school district.

“Regulations” for the purpose of this Bylaw are only those regulations that are required to be adopted by the Board.

Adoption, Amendment, and ~~Abolishment~~ Repeal

Bylaws, ~~and~~ policies, and regulations may be adopted, revised, abolished ~~amended~~, and repealed at any meeting of the Board, provided the proposed adoption, revision, or ~~abolishment~~ ~~amendment~~, or ~~repeal~~ has been proposed and approved by the Board at a previous meeting of the Board.

The Board shall ~~may~~ at its organization meeting and by a majority vote of those present and voting, readopt existing bylaws, ~~and~~ policies, and regulations without prior notice.

The Board may, under emergency circumstances, suspend the operation of a bylaw, ~~or~~ policy, or regulation and adopt, revise ~~amend~~, or abolish ~~repeal~~ a bylaw, ~~or~~ policy, or regulation without prior notice. The emergency adoption, revision ~~amendment~~, or ~~abolishment~~ or suspension ~~repeal~~ of a bylaw, ~~or~~ policy, or regulation shall terminate at the next meeting of the Board or at such earlier date as may be specified by the Board unless further acted upon by the Board in accordance with this Bylaw.

The adoption, revision ~~amendment~~, ~~abolishment~~ ~~repeal~~, or suspension of a bylaw, ~~or~~ policy, or regulation shall be recorded in the minutes of the Board. Any bylaw, policy, or regulation or part of a bylaw, policy, or regulation that is superseded by a term in a negotiated agreement or by a subsequently adopted bylaw, policy, or regulation shall no longer be in force and effect as a bylaw, policy, or regulation with respect to the superseded terms and shall be abolished or revised by the Board in accordance with this Bylaw.

Promulgation and Distribution

A ~~The~~ manual of bylaws, ~~and~~ policies, and regulations shall be maintained. A copy of the manual of bylaws, ~~and~~ policies, and regulations shall be available and accessible given to each Board member, the Superintendent, the School Business Administrator/Board Secretary, the Board Attorney, each Building Principal, and other individuals designated by the Superintendent.



POLICY

ROXBURY TOWNSHIP BOARD OF EDUCATION

Bylaws

0131/Page 2 of 3

Bylaws, ~~and~~ Policies, ~~and~~ Regulations

The Superintendent or his/her designee shall institute a plan for the orderly promulgation of policies to staff members who are affected by them and shall provide staff members with access to an up-to-date manual of Board bylaws, ~~and~~ policies, ~~and~~ regulations.

~~Each copy of the manual of bylaws and policies shall be numbered; a record of the placement of each manual shall be maintained by the Superintendent or his/her designee. Copies of revised pages will be furnished to the holders of manuals as changes are made to bylaws and policies. The holder of a policy manual shall return the manual to the Board Secretary upon the termination of his/her service to the district.~~

The manual of bylaws, ~~and~~ policies, ~~and~~ regulations shall be considered a public record open to inspection in the office of the Assistant Superintendent. The manual retained by the Assistant Superintendent shall be considered the master copy of the policy manual ~~and shall not be modified by any person other than the Superintendent or his/her designee.~~

Consideration Development of Bylaws, ~~and~~ Policies, ~~and~~ Regulations

Bylaws, ~~and~~ policies, ~~and~~ regulations will be ~~developed and~~ considered for adoption by the Board in accordance with the following procedure:

1. A recommendation for a new or revised bylaw, ~~or~~ policy, or regulation shall ~~may be recommended~~ suggested to the Board ~~and/or Superintendent~~ by any Board member, the Superintendent, any staff member, or a member of the public;
2. A recommendation ~~suggestion~~ for a new or revised bylaw, ~~or~~ policy, or regulation may be referred, at the discretion of the Board President and as appropriate to the subject, to the Superintendent, a Board committee, or a public advisory committee for study and formulation of a recommendation to the Board. Any study of a new or revised recommended bylaw, policy, or regulation ~~suggestion will~~ should consider whether the matter is adequately addressed in existing Board ~~bylaw, policy, or regulation~~ and whether the matter is more appropriately addressed by administrative regulation;
3. If a recommendation for a new or revised bylaw, ~~or~~ policy, or regulation results from referral for study, a proposed draft will be referred to the Superintendent and at the discretion of the Board President and as appropriate to the subject, to a Board committee ~~submitted to the Board~~



~~for discussion and approval on first reading. Copies of the proposed draft will be made available to staff members and the public, and comment will be invited. Changes in the draft may be made, by a simple majority vote, when the draft is presented for approval on first reading;~~

4. All proposed new and revised bylaws, policies, and regulations shall be submitted to the Superintendent. The Superintendent or designee will review all new and revised draft bylaws, policies, and regulations prior to the Board receiving a draft of new or revised bylaws, policies, or regulations for Board consideration;

54. The proposed draft, ~~bylaw, policy, or regulation~~ approved by the Board on first reading, will be submitted for adoption at ~~a the next succeeding regular meeting of the Board.~~ ~~Revisions~~ ~~Changes~~ in the draft may be made at any meeting prior to adoption by a simple majority vote ~~of the Board.~~ A ~~revision at any succeeding meeting~~ ~~change~~ that alters the substantive meaning of the draft will constitute a new first reading, and the draft must be presented for adoption at ~~a the next succeeding Board meeting.~~ A change that is merely editorial may be followed by a vote to adopt the new or revised bylaw, ~~or~~ policy, or regulation on second reading.

N.J.S.A. 18A:11-1

Adopted: 14 October 2013

Revised: 15 November 2021



COMPREHENSIVE HEALTH AND PHYSICAL EDUCATION (M)

2422 **COMPREHENSIVE** HEALTH AND PHYSICAL EDUCATION (M)

M

The Board of Education requires all students to participate in a comprehensive, sequential, health and physical education program aligned with the New Jersey Department of Education New Jersey Student Learning Standards (NJSLS) that emphasizes the natural interdisciplinary connection between wellness and health and physical education. The primary focus of the NJSLS is the development of knowledge and skills that influence healthy behaviors within the context of self, family, school, and the local and global community.

The curriculum requirements listed below address the need for students to gain knowledge and skill in caring for themselves, interacting effectively with others, and analyzing the impact of choices and consequences. The primary focus of the curriculum listed below is to help students develop concepts and skills that promote and influence healthy behaviors.

The NJSLS incorporate New Jersey statutes related to health and well-being of students in New Jersey schools. The following statutes incorporated into the NJSLS include, but are not limited to, the following requirements:

1. Accident and Fire Prevention (N.J.S.A. 18A:6-2) requires regular courses of instruction in accident and fire prevention.
2. Breast Self-Examination (N.J.S.A. 18A:35-5.4) requires offering instruction on breast self-examination for students in grades seven through twelve.
3. Bullying Prevention Programs (N.J.S.A. 18A:37-17) requires the establishment of bullying prevention programs.
4. Cancer Awareness (N.J.S.A. 18A:40-33) requires the development of a school program on cancer awareness by the Commissioner of Education.
5. Dating Violence Education (N.J.S.A. 18A:35-4.23a) requires instruction regarding dating violence in grades seven through twelve.
6. Domestic Violence Education (N.J.S.A. 18A:35-4.23) allows instruction on problems related to domestic violence and child.



COMPREHENSIVE HEALTH AND PHYSICAL EDUCATION (M)

7. Gang Violence Prevention (N.J.S.A. 18A:35-4.26) requires instruction in gang violence prevention for elementary school.
8. Health, Safety, and Physical Education (N.J.S.A. 18A:35) requires that all students in grades one through twelve participate in at least two and one-half hours of health, safety, and physical education each school week.
9. Drugs, Alcohol, Tobacco, Controlled Dangerous Substances, and Anabolic Steroids (N.J.S.A. 18A:40A-1) requires instructional programs on drugs, alcohol, anabolic steroids, tobacco, and controlled dangerous substances and the development of curriculum guidelines for each grade Kindergarten through twelve.
10. Lyme Disease Prevention (N.J.S.A. 18A:35-5.1 through 5.3) requires the development of Lyme Disease curriculum guidelines and training to all teaching staff members who instruct students with Lyme Disease.
11. Organ Donation (N.J.S.A. 18A:7F-4.3) requires information relative to organ donation to be given to students in grades nine through twelve.
12. Sexual Assault Prevention (N.J.S.A. 18A:35-4.3) requires the development of a sexual assault prevention education program by the Commissioner of Education for utilization by school districts.
13. Stress Abstinence (N.J.S.A. 18A:35-4.19 through N.J.S.A. 18A:35-4.22), also known as the "AIDS Prevention Act of 1999," requires sex education programs to stress abstinence.
14. Suicide Prevention (N.J.S.A. 18A:6-111 through 113) requires instruction in suicide prevention in public schools.
15. Cardiopulmonary Resuscitation (CPR)/Automated External Defibrillator (AED) (N.J.S.A. 18A:35-4.28 and 18A:35-4.29) requires public high schools and charter schools to provide instruction in cardiopulmonary resuscitation and the use of an automated external defibrillator to each student prior to graduation.
16. Sexually Explicit Images through Electronic Means (N.J.S.A. 18A:35-4.32 and 4.33) requires instruction, once during middle school, on the social, emotional, and legal consequences of distributing and soliciting sexually explicit images through electronic means.



COMPREHENSIVE HEALTH AND PHYSICAL EDUCATION (M)

17. History of Disabled and LGBT Persons (N.J.S.A. 18A:35-4.35 and 4.36) requires instruction on the political, economic, and social contributions of persons with disabilities and lesbian, gay, bisexual, and transgender people for middle and high school students
18. Financial Literacy (N.J.S.A. 18A:35-4.34) requires instruction with basic financial literacy necessary for sound financial decision-making in each of the grades six through eight.
19. Sexual Abuse and Assault Awareness and Prevention Education (N.J.S.A. 18A:35-4.5a) requires age-appropriate sexual abuse and assault awareness and prevention education in grades preschool through twelve.
20. Curriculum to Include Instruction on Diversity and Inclusion (N.J.S.A. 18A:35-4.36a) requires instruction on diversity and inclusion in an appropriate place in the curriculum for students in grades Kindergarten through twelve.
21. Incorporation of Age-Appropriate Instruction Relative to Consent for Physical Contact and Sexual Activity (N.J.S.A. 18A:35-4.38) requires age-appropriate instruction in grades six through twelve on the law and meaning of consent for physical contact and sexual activity.
22. Health Curriculum to Include Instruction on Mental Health (N.J.S.A. 18A:35-4.39) requires health education programs to include instruction on mental health and the relation of physical and mental health for students in grades Kindergarten through twelve.
23. Information About “New Jersey Safe Haven Infant Protection Act” Included in Public School Curriculum (N.J.S.A. 18A:35-4.40) information on the provisions of the “New Jersey Safe Haven Infant Protection Act” shall be included in curriculum for public school students in grades nine through twelve.
24. Infusion of African American Accomplishments into School Curricula (N.J.S.A. 18A:35-4.43) requires in the curriculum for all elementary and secondary students instruction that infuses into all



COMPREHENSIVE HEALTH AND PHYSICAL EDUCATION (M)

courses on the United States the centuries of accomplishments by African Americans in the building and development of America.

- 2519.** Other Statutory or Administrative Codes. The Board will incorporate into its health and physical education curriculum any other requirements of the NJSLS in Comprehensive Health and Physical Education.

In accordance with the provisions of N.J.S.A. 18A:35-4.7, any student whose parent presents to the Principal a signed statement that any part of the instruction in health, family life education, or sex education is in conflict with his/her conscience or sincerely held moral or religious beliefs shall be excused from that portion of the course where such instruction is being given and no penalties as to credit or graduation shall result.

The Board of Education must provide two and one-half hours of health, safety, and physical education courses in each school week, or proportionately less when holidays fall within the week. Recess period(s) shall not be used to meet the requirements of N.J.S.A. 18A:35-5, 7, and 8.

In accordance with N.J.S.A. 18A:35-4.31, the Board of Education shall provide a daily recess period of at least twenty minutes for students in grades Kindergarten through five. A recess period is not required on a school day in which the day is substantially shortened due to a delayed opening or early dismissal. The recess period shall be outdoors, if feasible. A student shall not be denied recess for any reason, except as a consequence of a violation of the school district's Code of Student Conduct, including a harassment, intimidation, or bullying (HIB) investigation pursuant to N.J.S.A. 18A:37-13 et seq. Students may not be denied recess more than twice per week for a violation of the Code of Student Conduct or HIB investigation and these students shall be provided restorative justice activities during the recess period. Restorative justice activities mean activities designed to improve the socioemotional and behavioral responses of students through the use of more appropriate and less punitive interventions thereby establishing a more supportive and inclusive school culture. The student's recess period should be scheduled in a manner that does not interfere with the implementation of a student's Individualized Education Program (IEP). School staff may deny recess for a student on the advice of a medical professional, school nurse, or the provisions of a student's IEP and/or 504 Plan.

A copy of the NJSLS for Comprehensive Health and Physical Education and all related curriculum/course guides and instructional material shall be available for public inspection in each school.

N.J.S.A. 18A:35-4.31



POLICY

COMPREHENSIVE HEALTH AND PHYSICAL EDUCATION (M)

Revised: 27 June 2016

Revised: 22 May 2017

Revised: 6 May 2019

Revised: 27 April 2020

Revised: 15 November 2021



POLICY

EXHIBIT #P3 – SECOND READING

Program
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SURROGATE PARENTS AND **RESOURCE FAMILY** ~~FOSTER PARENTS (M)~~

2467 SURROGATE PARENTS AND **RESOURCE FAMILY** ~~FOSTER PARENTS (M)~~

M

Federal and State laws require the Board ensure the rights of a student are protected through the provision of an individual to act as surrogate for the parent(s) and assume all parental rights under N.J.A.C. 6A:14-2.2 when:

1. The parent ~~as defined according to N.J.A.C. 6A:14-1.3,~~ cannot be identified;
2. The parent cannot be located after reasonable efforts;
3. An agency of the State of New Jersey has guardianship of the student **or the student is determined a ward of the State and, if the student is placed with a resource family parent, the resource family parent declines to serve as the student's parent;** ~~and that agency has not taken steps to appoint a surrogate parent for the student; or~~
4. ~~The student is a ward of the State and no State agency has taken steps to appoint a surrogate parent for the student;~~
5. ~~No parent can be identified for the student in accordance with N.J.A.C. 6A:14-1.3 except a foster parent, the foster parent does not agree to serve as the student's parent, and no State agency has taken steps to appoint a surrogate parent for the student; and~~
46. The student is an unaccompanied homeless youth **as that term is defined in section 725(6) of the McKinney-Vento Homeless Assistance Act (42 USC §11434.(a)6) and N.J.A.C. 6A:17-1.2** ~~and no State agency has taken steps to appoint a surrogate parent for the student.~~

Qualifications and Selection

The district **shall** ~~will~~ make reasonable efforts to appoint a surrogate parent within thirty days of **the** ~~its~~ determination that a surrogate parent is **needed** ~~required~~ for a student. If the district fails to appoint a surrogate parent for a ward of the State, a judge may appoint a surrogate parent if the judge determines a surrogate parent is necessary for such a student.

The district shall establish a method for selecting and training surrogate parents.



SURROGATE PARENTS AND **RESOURCE FAMILY** ~~FOSTER~~ PARENTS (M)

The person(s) serving as a surrogate parent(s) shall:

1. Have no interest that conflicts with **the interest** ~~those~~ of the student **they** ~~he/she~~ represents;
2. Possess knowledge and skills that ensure adequate representation of the student;
3. Not be replaced without cause;
4. Be at least eighteen years of age; **and**
5. **Complete** ~~Have~~ a criminal history review **pursuant to** ~~in accordance with~~ N.J.S.A. 18A:6-7.1 **if the person(s) completed prior to his or her serving as the surrogate parent is compensated.** ~~, if the school district compensates the surrogate parent for such services; and~~
6. ~~Not be an employee of the New Jersey Department of Education, this district, or a public or nonpublic agency that is involved in the education or care of the child.~~

The person(s) serving as a surrogate parent may not be an employee of the New Jersey Department of Education, this district, or a public or nonpublic agency that is involved in the education or care of the child.

The Director of Special Services or his/her designee shall serve as Surrogate Parent Coordinator and will: determine whether there is a need for a surrogate parent for a student, contact any State agency that is involved with the student to determine whether the State has a surrogate parent appointed for the student; and make reasonable efforts to appoint a surrogate parent for the student within thirty days of determining that there is a need for a surrogate parent for the student.

When a student (who is or may be a student with a disability) is in the care of a **resource family** ~~foster~~ parent, and the **resource family** ~~foster~~ parent is not the parent of the student ~~as defined in N.J.A.C. 6A:14-1.3~~, the district where the **resource family** ~~foster~~ parent resides shall contact the student's case manager at the Division of Child Protection and Permanency (DCP&P) in the Department of Children and Families to determine whether the parent(s) retains the right to make educational decisions and to determine the whereabouts of the parent.



SURROGATE PARENTS AND RESOURCE FAMILY FOSTER PARENTS (M)

If the parent retains the right to make educational decisions and the parent's whereabouts are known to the school district, the Superintendent or designee ~~Surrogate Parent Coordinator~~ shall obtain all required consent from and provide written notices to the parent.

If the district cannot ascertain the whereabouts of the parent, the resource family foster parent, ~~unless that person is unwilling to do so~~, shall serve as the parent ~~unless that person is unwilling to do so~~ pursuant to N.J.A.C. 6A:14-1.3. If there is no resource family foster parent, or if the resource family foster parent is unwilling to serve as the student's parent, the Surrogate Parent Coordinator shall consult with the student's case manager at DCP&P to assist in identifying an individual to serve as a surrogate parent, ~~and appointing a surrogate parent~~, and obtaining all required consent from, and providing written notices to the surrogate parent.

Training

N.J.A.C 6A:14-2.2(d) requires the district train surrogate parents so they have the knowledge and skills that ensure adequate representation of the student. The Surrogate Parent Coordinator shall coordinate the training for surrogate parents. The training will include, but not be limited to:

1. Providing the surrogate parent a copy of:
 - a. Parental Rights in Special Education booklet;
 - b. N.J.A.C. 6A:14;
 - c. The Special Education Process;
 - d. Administrative Code Training Materials from the Department of Education website; and
 - e. Other relevant materials.
2. Providing the surrogate parent an opportunity to meet with the Surrogate Parent Coordinator to discuss the rights of the surrogate parent and the applicable statutes, administrative codes, and Federal laws. The Surrogate Parent Coordinator shall provide the surrogate parent the opportunity to review and to become familiar with the State and Federal requirements for assessment, individualized educational program development, and parental rights with respect to the referral and placement process, including their



SURROGATE PARENTS AND **RESOURCE FAMILY** ~~FOSTER~~ PARENTS (M)

rights with respect to seeking a due process hearing if they disagree with the local procedure or decisions;

3. Providing the surrogate parent adequate time to become familiar with the student and the nature of the student's disability through a review of the student's record;
4. Providing the surrogate parent an opportunity to confer with the student's case manager to discuss the student; and
5. Other information and resources to provide the surrogate parent the knowledge and skills to ensure adequate representation of the student.

Rights of the Surrogate Parent

A surrogate parent appointed in accordance with N.J.A.C. 6A:14-2.2 shall assume all parental rights under N.J.A.C. 6A:14.

N.J.A.C. 6A:14-2.2

Adopted: 14 October 2013

Revised: 08 May 2017

Revised: **15 November 2021**



ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

5111 ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

M

The Board of Education shall admit to its schools, free of charge, persons over five and under twenty years of age, pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education.

Eligibility to Attend School

The Board shall admit students eligible to attend school free of charge that are domiciled within the district as defined in N.J.A.C. 6A:22-3.1.

A child who is domiciled within the school district and resides with a parent or guardian who is a member of the New Jersey National Guard or a member of the reserve component of the armed forces of the United States who is ordered into active military service in a time of war or national emergency shall be permitted to remain enrolled in the school district in which the child is domiciled at the time of the parent or guardian being ordered into active military service, regardless of where the child resides during the period of active duty. Following the return of the child's parent or guardian from active military service, the child's eligibility to remain enrolled in the school district pursuant to N.J.S.A. 18A:38-3.1 shall cease at the end of the current school year unless the child is domiciled in the school district.

The Board shall also admit any student that is kept in the home of a person other than the student's parent or guardian, where the person is domiciled in the school district and is supporting the student without remuneration as if the student were his or her own child in accordance with N.J.A.C. 6A:22-3.2. A student is only eligible to attend school in the district pursuant to N.J.A.C. 6A:22-3.2 if the student's parent or guardian files, together with documentation to support its validity, a sworn statement that he or she is not capable of supporting or providing care for the student due to family or economic hardship and the student is not residing with the other person solely for the purpose of receiving a free public education. In addition, the person keeping the student must file, as required by the Board of Education, a sworn statement that he or she: is domiciled within the school district; is supporting the child without remuneration and intends to do so for a time longer than the school term; will assume all personal obligations for the student relative to school requirements; and provides a copy of his or her lease if a tenant, a sworn landlord's statement if residing as a tenant without a written lease, or a mortgage or tax bill if an owner. Pursuant to N.J.S.A. 18A:38-1.c, any



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person who fraudulently allows a child of another person to use his or her residence and is not the primary financial supporter of that child and any person who fraudulently claims to have given up custody of his or her child to a person in another district commits a disorderly persons offense.

A student is eligible to attend school in this school district free of charge pursuant to N.J.S.A. 18A:38-1.b if the student is kept in the home of a person domiciled in the school district, who is not the parent or guardian and the parent or guardian is a member of the New Jersey National Guard or the reserve component of the United States armed forces and has been ordered into active military service in the United States armed forces in time of war or national emergency. Eligibility under this provision shall cease at the end of the current school year during which the parent or guardian returns from active military duty.

A student is eligible to attend school in this school district free of charge pursuant to N.J.S.A. 18A:38-1.d if the student's parent or guardian temporarily resides within the school district and elects to have the student attend the school district of temporary residence, notwithstanding the existence of a domicile elsewhere. When required by the Board of Education, the parent or guardian shall demonstrate the temporary residence is not solely for purposes of a student attending the school district of temporary residence. When one of a student's parents or guardians temporarily resides in the school district while the other is domiciled or temporarily resides elsewhere, eligibility to attend school shall be determined in accordance with the criteria of N.J.A.C. 6A:22-3.1(a)1.i.

A student is eligible to attend this school district free of charge:

1. If the student's parent or guardian moves to another school district as the result of being homeless, subject to the provisions of N.J.A.C. 6A:17-2 - Education of Homeless Children;
2. If the student is placed by court order or by a society, agency, or institution in the home of a school district resident pursuant to N.J.S.A. 18A:38-2;
3. If the student previously resided in the school district and if the parent or guardian is a member of the New Jersey National Guard or the United States reserves and has been ordered to active service in time of war or national emergency, resulting in the relocation of the student out of the school district, pursuant to N.J.S.A. 18A:38-3.b. The school district shall not be obligated for transportation costs; and



ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

4. If the student resides on Federal property within the State pursuant to N.J.S.A. 18A:38-7.7 et seq.

Notwithstanding the provisions of N.J.S.A. 18A:38-1 or any other law, rule, or regulation to the contrary, a student who moves out of the school district as a result of domestic violence, sexual abuse, or other family crises shall be permitted to remain enrolled in the school district for the remainder of the school year in pursuant to N.J.S.A. 18A:38-1.1 and in accordance with the provisions of N.J.A.C. 6A:22-3.2(h). If the student remains enrolled in the school district for the remainder of the school year, the school district shall provide transportation services to the student, provided the student lives remote from school, and the State shall reimburse the school district for the cost of the transportation services. Nothing in N.J.S.A. 18A:38-1.1 shall be construed to affect the rights of homeless students pursuant to N.J.S.A. 18A:7B-12, N.J.S.A. 18A:7B-12.1, or any other applicable State or Federal law.

If the district of residence cannot be determined according to the criteria contained in N.J.S.A. 18A:7B-12; if the criteria contained in N.J.S.A. 18A:7B-12 identify a district of residence out of the State; or if the child has resided in a domestic violence shelter, homeless shelter, or transitional living facility located outside of the district of residence for more than one year, the State shall assume fiscal responsibility for the tuition of the child in accordance with N.J.S.A. 18A:7B-12.d.

A student's eligibility to attend this school shall not be affected by the physical condition of an applicant's housing or his or her compliance with local housing ordinances or terms of lease.

Except as set forth in N.J.A.C. 6A:22-3.3(b)1, immigration/visa status shall not affect eligibility to attend school and the school district shall not condition enrollment in the school district on immigration status. A student's immigration/visa status and their eligibility to attend school shall be in accordance with N.J.A.C. 6A:22-3.3(b) and Regulation 5111.

Proof of Eligibility

The Board of Education shall accept a combination of forms of documentation from persons attempting to demonstrate a student's eligibility for enrollment in the school district in accordance with the provisions of N.J.A.C. 6A:22-3.4. The Board of Education shall consider the totality of information and documentation offered by an applicant, and shall not deny enrollment based on failure to provide



ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

a particular form or subset of documents without regard to other evidence presented.

The Board of Education shall not condition enrollment on the receipt of information or documents protected from disclosure by law, or pertaining to criteria that are not a legitimate basis for determining eligibility to attend school as outlined in N.J.A.C. 6A:22-3.4(d). The Board of Education may consider, in a manner consistent with Federal law, documents or information referenced in N.J.A.C. 6A:22-3.4(d) or pertinent parts thereof if voluntarily disclosed by the applicant. The Board of Education may not, directly or indirectly, require or request such disclosure as an actual or implied condition of enrollment.

In the case of a dispute between the school district and the parent or guardian of a student in regard to the student's eligibility to enroll in the school district or to remain enrolled in the school district pursuant to the provisions of N.J.S.A. 18A:38-1, the school district may request from the New Jersey Motor Vehicle Commission (NJMVC) the parent or guardian's name and address for use in verifying a student's eligibility for enrollment in the school district in accordance with the provisions of N.J.S.A. 18A:38-1.3. The NJMVC may disclose to a school district the information requested in accordance with procedures established by NJMVC. However, the school district shall not condition enrollment in the district on immigration status or on the fact that the NJMVC does not have the name or address of the parent on file.

Registration Forms and Procedures for Initial Assessment

Registration and initial determinations of eligibility will be in accordance with N.J.A.C. 6A:22-4.1. The Board of Education shall use Commissioner-provided registration forms or locally developed forms that are consistent with the forms provided by the Commissioner. A district-level administrator designated by the Superintendent shall be clearly identified to applicants and available to assist persons who experience difficulties with the enrollment process.

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



ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

When a student appears ineligible based on the information provided in the initial application, the school district shall issue a preliminary written notice of ineligibility, including an explanation of the right to appeal to the Commissioner of Education. Enrollment shall take place immediately if the applicant clearly indicates disagreement with the district's determination and an intent to appeal to the Commissioner of Education. An applicant whose student is enrolled pursuant to this provision shall be notified that the student will be removed, without a hearing before the Board, if no appeal is filed within the twenty-one day period established by N.J.S.A. 18A:38-1.

When enrollment is denied and no intent to appeal is indicated, applicants shall be advised they shall comply with compulsory education laws. When the student is between the ages of six and sixteen, applicants also shall be asked to complete a written statement indicating the student will be attending school in another school district or nonpublic school, or receiving instruction elsewhere than at a school pursuant to N.J.S.A. 18A:38-25. In the absence of this written statement, designated staff shall report to the school district of actual domicile or residence, or the Department of Children and Families, a potential instance of "neglect" for the purposes of ensuring compliance with compulsory education law, N.J.S.A. 9:6-1. Staff shall provide the school district or the Department of Children and Families with the student's name, the name(s) of the parent/guardian/resident, and the student's address to the extent known. Staff shall also indicate admission to the school district has been denied based on residency or domicile, and there is no evidence of intent to arrange for the child to attend school or receive instruction elsewhere.

Enrollment or attendance at the school shall not be conditioned on advance payment of tuition when enrollment is denied and an intent to appeal is indicated, or when enrollment is provisional and subject to further review or information. The Board of Education shall ensure the registration process identifies information suggesting an applicant may be homeless so procedures may be implemented in accordance with N.J.A.C. 6A:17-2, Education of Homeless Children. Enrollment or attendance in the school district shall not be denied based upon the absence of the certified copy of the student's birth certificate or other proof of a student's identity as required within thirty days of initial enrollment, pursuant to N.J.S.A. 18A:36-25.1.

Enrollment in the school district shall not be denied based upon absence of student medical information. However, actual attendance at school may be deferred until the student complies with student immunization rules set forth in N.J.A.C. 8:57-4.



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When enrollment in the school district, attendance at school, or the receipt of educational services in the regular education program appears inappropriate, the student shall not be denied based upon the absence of a student's prior educational record. However, the applicant shall be advised the student's initial educational placement may be subject to revision upon the school district's receipt of records or further assessment of the student.

Notice of Ineligibility

When a student is found ineligible to attend the school district pursuant to N.J.A.C. 6A:22 or the student's initial application is found to be deficient upon subsequent review or investigation, the school district immediately shall provide to the applicant notice that is consistent with Commissioner-provided sample form(s) and meets requirements of N.J.A.C. 6A:22-4 et seq. Notices shall be in writing; in English and in the native language of the applicant; issued by the Superintendent; and directed to the address at which the applicant claims to reside. Notices of ineligibility shall include information as outlined in N.J.A.C. 6A:22-4.2.

Removal of Currently Enrolled Students

Nothing in N.J.A.C. 6A:22 et seq. and this Policy shall preclude the Board of Education from identifying through further investigation or periodic requests for revalidation of eligibility, students enrolled in the school district who may be ineligible for continued attendance due to error in initial assessment, changed circumstances, or newly discovered information.

When a student who is enrolled and attending school based on an initial eligibility determination is later determined to be ineligible for continued attendance, the Superintendent may apply to the Board of Education for the student's removal in accordance with the provisions of N.J.A.C. 6A:22-4.3. No student shall be removed from school unless the parent, guardian, adult student, or resident keeping an "affidavit student" (as defined in N.J.A.C. 6A:22-1.2) has been informed of his or her entitlement to a hearing before the Board of Education. Once the hearing is held, or if the parent, guardian, adult student or resident keeping an "affidavit student", does not respond within the designated time frame to the Superintendent's notice or appear for the hearing, the Board of Education shall make a prompt determination of the student's eligibility and shall immediately provide notice in accordance with N.J.A.C. 6A:22-4.2. Hearings required pursuant to N.J.A.C. 6A:22-4.3 may be conducted by the full Board or a



ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

Board Committee, at the discretion of the full Board. If the hearing(s) is conducted by a Board Committee, the Committee shall make a recommendation to the full Board for action. No student may be removed except by vote of the Board taken at a meeting duly convened and conducted pursuant to N.J.S.A. 10:4-6 et seq., the Open Public Meetings Act.

Appeal to the Commissioner

An applicant may appeal to the Commissioner of Education the school district's determination that a student is ineligible to attend its schools. Appeals shall be initiated by petition which shall be filed in accordance with N.J.S.A. 18A:38-1 and N.J.A.C. 6A:3-8.1 and shall proceed as a contested case pursuant to N.J.A.C. 6A:3. Pursuant to N.J.S.A. 18A:38-1.b(1), appeals of "affidavit student" eligibility determinations shall be filed by the resident keeping the student.

Assessment and Calculation of Tuition

If no appeal to the Commissioner is filed following notice of an ineligibility determination, the Board of Education may assess tuition, for up to one year of a student's ineligible attendance, including the twenty-one day period provided by N.J.S.A. 18A:38-1 for appeal to the Commissioner. Tuition will be assessed and calculated in accordance with N.J.A.C. 6A:22-6.3 et seq. If the responsible party does not pay the tuition assessment, the Board of Education may petition the Commissioner pursuant to N.J.A.C. 6A:3 for an order assessing tuition, enforceable in accordance with N.J.S.A. 2A:58-10 through recording, upon request of the Board of Education pursuant to N.J.A.C. 6A:3-12, on the judgment docket of the Superior Court, Law Division.

If an appeal to the Commissioner is filed and the petitioner does not sustain the burden of demonstrating the student's right to attend the school district, or the petitioner withdraws the appeal, fails to prosecute, or abandons the appeal by any means other than settlement agreeing to waive or reduce tuition, the Commissioner may assess tuition in accordance with the provisions of N.J.A.C. 6A:22-6.2(a). Upon the Commissioner's finding that an appeal has been abandoned, the Board of Education may remove the student from school and seek tuition in accordance with N.J.A.C. 6A:22-6.2.

Nonresident Students

The admission of a nonresident student to school free of charge must be approved by the Board. No student otherwise eligible shall be denied admission on the



ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

basis of the student's race, color, creed, religion, national origin, ancestry, age, marital status, affectational or sexual orientation or sex, social or economic status, or disability. The continued enrollment of any nonresident student shall be contingent upon the student's maintenance of good standards of school citizenship and discipline.

Children Who Anticipate Moving to or from the District

A nonresident student otherwise eligible for attendance whose parent or guardian anticipates school district residency and has entered a contract to buy, build, or rent a residence in this school district may be enrolled without payment of tuition for a period of time not greater than twelve weeks prior to the anticipated date of residency. If any such student does not become a resident of the school district within twelve weeks after admission to school, tuition will be charged for attendance commencing the beginning of the thirteenth week and until such time as the student becomes a resident or withdraws from school.

Students whose parent or guardian have moved away from the school district on or after April 1st and twelfth grade students whose parent or guardian have moved away from the school district on or after February 1st will be permitted to finish the school year in this school district without payment of tuition.

F-1 Visa Students

The school district is not required to, but may permit the attendance of F-1 Visa students into the school district with the payment of full tuition and a signed tuition contract if required. The district may require advance payment of full tuition before providing the requested I-20 Form, in accordance with the provisions of Federal regulation 8 CFR 214.3. A F-1 Visa is granted to a foreign student through an application process that must include, but is not limited to, signed approval by the receiving school district exhibiting the receiving school district will accept the foreign student for enrollment and the foreign student's proof of financial means to pay the full tuition to the receiving school district for the academic year. The host family must be domiciled in the school district and shall submit a request to the Superintendent of Schools with supporting documentation as determined by the Superintendent or designee. A student with a F-1 Visa must be approved by the Board for attendance in the school district. The student's continued attendance in the school district shall be conditioned on a satisfactory attendance and disciplinary record.



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J-1 Visa Students

The school district is not required to, but may permit the attendance of J-1 Visa students into the school district. The host family must be domiciled in the school district and shall submit a request to the Superintendent of Schools with supporting documentation as determined by the Superintendent or designee. A student with a J-1 Visa must be approved by the Board for attendance in the school district and shall not pay tuition. The student's continued attendance in the school district shall be conditioned on a satisfactory attendance and disciplinary record.

N.J.S.A. 18A:38-1 ~~et seq.~~; 18A:38-1.1; 18A:38-1.3; 18A:38-3; 18A:38-3.1;
18A:7B-12

N.J.A.C. 6A:14-3.3; 6A:17-2.1 et seq.; 6A:22-1.1 et seq.
8 CFR 214.3

Adopted: 14 October 2013

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Revised: 17 August 2020

Revised: 15 November 2021



POLICY

ROXBURY TOWNSHIP
BOARD OF EDUCATION

EXHIBIT #P5 - SECOND READING

Students

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EDUCATION OF HOMELESS CHILDREN

5116 EDUCATION OF HOMELESS CHILDREN

The Board of Education will admit and enroll homeless children in accordance with Federal and State laws and New Jersey Administrative Code. The Board of Education adopts this Policy to be in compliance with law and administrative code to ensure the enrollment of homeless children in school and to respond to appeals made by parents or other parties related to the enrollment of homeless children.

The Board of Education shall determine that a child is homeless when he or she resides in a publicly or privately operated shelter designed to provide temporary living accommodations, including: hotels or motels; congregate shelters, including domestic violence and runaway shelters; transitional housing; and homes for adolescent mothers. A child is also determined homeless when he or she resides in a public or private place not designated for or ordinarily used as a regular sleeping accommodation, including: cars or other vehicles including mobile homes; tents or other temporary shelters; parks; abandoned buildings; bus or train stations; temporary shelters provided to migrant workers and their children on farm sites; and the residence of relatives or friends where the homeless child resides out of necessity because his or her family lacks a regular or permanent residence of its own. A child is also determined homeless when he or she resides in substandard housing.

The school district of residence for a homeless child is responsible for the education of the child and shall assume all responsibilities as required in N.J.A.C. 6A:17-2.3. The school district of residence for a homeless child means the school district in which the parent of a homeless child resided prior to becoming homeless.

The school district liaison designated by the Superintendent of Schools for the education of homeless children is Director of Special Services. The liaison will facilitate communication and cooperation between the school district of residence and the school district where the homeless child resides and shall assume all responsibilities as outlined in N.J.A.C. 6A:17-2.4(a).

When a homeless child resides in a school district, the school district liaison shall notify the liaison of the school district of residence within twenty-four hours of receiving notification from the parent, the Department of Human Services or the Department of Children and Families, a shelter director, an involved agency, or a case manager. Upon notification of the need for enrollment of a homeless child, the liaison in the school district of residence shall coordinate enrollment



procedures immediately based upon the best interest of the child pursuant to N.J.A.C. 6A:17-2.5(b).

The Superintendent of the school district of residence or designee shall decide in which school district the homeless child shall be enrolled in accordance with the provisions of N.J.A.C. 6A:17-2.5.

Unless parental rights have been terminated by a court of competent jurisdiction, the parent retains all rights under N.J.A.C. 6A:17-2.1 et seq.

When a dispute occurs regarding the determination of homelessness or the determination of the school district of enrollment made by the school district of residence, the Superintendent(s) or the designee(s) of the involved district(s) or the child's parent(s) shall immediately notify the Executive County Superintendent of Schools, who, in consultation with the Department of Education's McKinney-Vento Homeless Education Coordinator or designee, shall immediately decide the child's status. If a dispute remains between the parent and the involved school district(s) following the Executive County Superintendent's determination, the parent or the involved district Board(s) of Education may appeal to the Commissioner of Education for determination pursuant to N.J.A.C. 6A:3, Controversies and Disputes.

When a school district is designated as the school district of residence disputes its designation as the school district of residence, or where no designation can be agreed upon by the involved school districts, the Superintendent(s) or designee(s) of the involved school districts shall immediately notify the Executive County Superintendent of Schools, who shall immediately make a determination, if possible, but no later than within forty-eight hours.

If the dispute regarding determination of district of residence does not involve the determination of homelessness and/or district enrollment, the school district disputing the Executive County Superintendent's determination may appeal to the Department of Education pursuant to N.J.A.C. 6A:23A-19.2(d), (e), and (f) and request a determination from the Division of Administration and Finance. If an appeal of a determination of district of residence also includes an appeal of the determination of homelessness and/or school district of enrollment, the appeal shall be submitted to the Commissioner of Education pursuant to N.J.A.C. 6A:3, Controversies and Disputes.

Any dispute or appeal shall not delay the homeless child's immediate enrollment or continued enrollment in the school district. The homeless child shall be



enrolled in the school district in which enroll mentor continued enrollment is sought by the parent, pending resolution of the dispute or appeal. Disputes and appeals involving the services provided to a homeless child with a disability shall be made pursuant to N.J.A.C. 6A:14.

Financial responsibility, including the payment of tuition for the homeless child, will be in accordance with N.J.A.C. 6A:17-2.8. The school district of residence shall list the child on its annual Application for State School Aid (ASSA) pursuant to N.J.S.A. 18A:7F-33 until the parent establishes a permanent residence or is deemed domiciled in another jurisdiction pursuant to N.J.S.A. 18A:38-1.d. At that time, the school district of residence shall no longer list the student on its ASSA. The State shall assume fiscal responsibility for the tuition of the child pursuant to N.J.S.A. 18A:7B-12.1 and shall pay the tuition to the school district in which the child is currently enrolled until the parent establishes a permanent residence or is deemed domiciled in another jurisdiction pursuant to N.J.S.A. 18A:38-1.d. under the circumstances outlined in N.J.A.C. 6A:17-2.8(c).

On or before December 31 of each year, the district shall report to the Office of Homelessness Prevention in the Department of Community Affairs an accounting of each instance in which the district is made aware that a student enrolled in the district because the student's parent moved to the district as a result of being homeless.

N.J.S.A. 18A:7B-12; 18A:7B-12.1; 18A:38-1
N.J.A.C. 6A:17-2.1 et seq

Adopted: 14 October 2013
Revised: 13 February 2017
Revised: 22 January 2018
Revised: 15 November 2021



POLICY

EXHIBIT #P6 – SECOND READING

Property
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EYE PROTECTION (M)

7432 EYE PROTECTION (M)

M

The Board of Education requires each student, staff member, and school visitor, including individuals present for evening adult-school programs, to wear appropriate eye protective devices while participating in certain educational activities and programs as defined in N.J.A.C. 6A:7-1.3. Appropriate eye protective devices must be worn by anyone engaged in a process or activity where exposure to which might have a tendency to cause damage to the eyes pursuant to N.J.A.C. 6A:26-12.5(a) and N.J.S.A. 18A:40-12.1 ~~directs the rigorous implementation and enforcement of eye safety practices for students, staff members, and visitors exposed to conditions potentially hazardous to the eyes in the instructional program of this district.~~

The term “appropriate eye protective device” shall include plain or prescription lenses provided the lenses and other portions of the device meet or exceed the prescribed specifications for the device. Specifications for appropriate eye protection for various activities shall meet or exceed standards described in the American National Standard Practice for Occupational and Educational Eye and Face Protection, ANSI Z87.1-1989; American National Standard Practice for the Safe Use of Lasers, ANSI Z136.1-1986, and eye protective procedures recommended by the manufacturer of the laser device.

The Superintendent ~~or designee~~ shall be responsible for the continual monitoring of the school program, including, but not limited to, all vocational education, industrial arts education, science education, technology education and arts education, for conditions under which students, staff members, or visitors are exposed to a process or activity that might have a tendency to cause damage to the eyes.

~~Each student, staff member, and visitor exposed to a condition identified as hazardous to the eyes must wear an eye protective device appropriate to the activity and certified to meet the standards established by the State Board of Education, the American National Standard Practice for Occupational and Educational Eye and Face Protection, ANSI Z87.1-1979, and American National Standard Practice for the Safe Use of Lasers, ANSI Z136.1-1986 and the New Jersey Administrative Code. The~~ appropriate eye protective device shall be supplied by the Board, except that the student, staff member, or ~~visitor, including individuals present for evening adult-school programs,~~ may wear personal eye wear that is appropriate to the activity and certified, in writing, by a licensed



optician or other qualified licensed eye professional to meet or exceed those standards. District-owned appropriate eye protective devices shall be inspected regularly by the appropriate staff member, and defective or poorly fitting devices shall be returned to the Principal for repair or discard. Any shared appropriate eye protective devices shall be disinfected between uses by the method prescribed by the school medical inspector.

Each classroom, shop, laboratory, and other area of the school in which students or staff members are exposed to caustic materials that can cause damage to the eyes shall be equipped with an emergency eye wash fountain in accordance with standards established by the New Jersey Department of Education.

The Building Principal or designee shall ensure that each area in the school identified as housing an activity hazardous to the eyes shall be posted with conspicuous signs that warn participants that an appropriate eye protective device must be worn during the activity. Staff members of such activities are responsible for instructing students in appropriate eye safety practices and for serving as exemplary models in the implementation of such practices.

The Board authorizes each staff member responsible for an activity or process hazardous to the eyes to compile and maintain, for the duration of the course of study, a list of students in the course who wear contact lenses.

~~A student who refuses or persistently neglects to wear an eye protective device when required to do so or fails to observe established eye safety practices shall be dismissed from the day's class by his/her teacher. Any such dismissal from class will be considered to be an absence, in accordance with Board policy on student attendance, and an accumulation of such absences may result in loss of course credit.~~

~~A staff member who refuses or persistently neglects to wear an eye protective device when required to do so or fails to observe established eye safety practices may be disciplined for insubordination for failing to obey the rules established by this Board. The proper implementation of eye protection practices shall be a criterion in the evaluation of every staff member required to observe such practices.~~

~~A visitor to the schools who refuses or persistently neglects to wear an eye protective device when required to do so or fails to observe established eye safety practices may be requested to leave the school premises.~~



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ROXBURY TOWNSHIP BOARD OF EDUCATION

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EYE PROTECTION (M)

The **school district** Superintendent shall promulgate regulations to implement this policy that conform to rules of the State Board of Education and shall provide **annual in-service training and appropriate supplies and equipment to all school personnel** responsible for implementing the eye-safety policies and program. The training shall cover all aspects of eye protection in schools as described in **N.J.A.C. 6A:26-12.5(a) through (f)**. ~~staff members whose instructional duties include activities hazardous to the eyes. The Superintendent shall report annually to the Board on the implementation of the eye protection program and the eye injuries, if any, occurring in the course of the instructional program.~~

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

N.J.A.C. 6A:7-1.3

N.J.A.C. 6A:26-12.5

Adopted: 14 October 2013

Revised: 15 November 2021



REGULATION

EXHIBIT #P7 – SECOND READING

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EYE PROTECTION PRACTICES (M)

R 7432 EYE PROTECTION PRACTICES (M)

M

A. Eye Protection Devices – N.J.A.C. 6A:26-12.5(a)

The Board of Education requires each student, staff member, and school visitor, including individuals present for evening adult-school programs, to wear appropriate eye protective devices while participating in certain educational activities and programs as defined in N.J.A.C. 6A:7-1.3 in accordance with N.J.S.A. 18A:40-12.1 and N.J.A.C. 6A:26-12.5.

B. Eye Protection Devices - N.J.A.C. 6A:26-12.5(e)

1. The following types of eye protective devices shall be used to fit the designated activities or processes. ~~The following types of eye protective devices must be worn by all students, staff members, and visitors (including persons attending evening adult school programs) participating in the activity or process designated wherever it may occur on school premises:~~

Potential eye hazard	Protective devices
Caustic or explosive	Goggle, flexible fitting materials, hooded ventilation; add plastic window face shield for severe exposure
Dust producing operations	Goggle, flexible fitting, hooded ventilation
Electric arc welding	Welding helmet in combination with spectacles with eye cup or semi- or flat-fold side shields
Oxy-acetylene welding	Welding goggle, eye cup type with tinted lenses; welding goggle, coverspec type with tinted lenses or tinted plate lens



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Hot liquids and gases	Goggle, flexible fitting, hood ventilation; add plastic window face shield for severe exposure
Hot solids	Clear or tinted goggles or spectacles with side shields
Molten materials	Clear or tinted goggles and plastic or mesh window face shield
Heat treatment or tempering	Clear or tinted goggles or clear or tinted spectacles with side shields
Glare operations	Tinted goggles; tinted spectacles with side shields or welding goggles, eye cup or coverage type with tinted lenses or plate lens
Shaping solid materials	Clear goggles, flexible or rigid body; clear spectacles with side shields; add plastic window face shield for severe exposure
Laser device operation or experimentation	Appropriate for specific hazard
Vehicle repair or servicing	Clear goggles, flexible or rigid body; clear spectacles with side shields
Other potentially hazardous processes or activities	Appropriate for specific hazard



C. Eye Protective Policy and Program – N.J.A.C. 6A:26-12.5(f)

1. The Board of Education establishes and implements Policy and Regulation 7432 to assure:
 - a. No staff member, student, or visitor shall be subjected to any hazardous environmental condition without appropriate eye protection;
 - b. The detection of eye hazardous conditions shall be continuous;
 - c. Eye protection devices shall be inspected regularly and adequately maintained;
 - d. Shared eye protective devices shall be disinfected between uses by a method prescribed by the local school medical inspector;
 - e. All eye protective devices shall meet or exceed the appropriate specifications for the various types of devices and suppliers of eye protective devices shall certify, in writing, that the devices meet or exceed said specifications;
 - f. Specific policy and procedures shall be established to deal with individuals who refuse to abide by established eye-safety practices and procedures;
 - (1) A student who refuses or persistently neglects to wear an eye protective device when required to do so or fails to observe established eye safety practices shall be dismissed from the day's class by his/her teacher. Any such dismissal from class will be considered to be an absence, in accordance with Board policy on student attendance, and an accumulation of such absences may result in loss of course credit;



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- (2) A staff member who refuses or persistently neglects to wear an eye protective device when required to do so or fails to observe established eye safety practices may be disciplined for insubordination for failing to obey the rules established by this Board. The proper implementation of eye protection practices shall be a criterion in the evaluation of every staff member required to observe such practices; and
 - (3) A visitor to the schools who refuses or persistently neglects to wear an eye protective device when required to do so or fails to observe established eye safety practices may be requested to leave the school premises;
- g. The use of contact lenses shall be restricted in learning environments that entail exposure to chemical fumes, vapors, or splashes, intense heat, molten metals, or highly particulate atmospheres. When permitted, contact lenses shall be worn only in conjunction with appropriate eye protective devices, and the lens wearer shall be identified for appropriate emergency care in eye hazardous learning environments;
 - h. All spectacle-type eye protective devices shall have side shields of the eye-cup, semi- or flat-fold type; and
 - i. Students, staff members, or visitors wearing personal corrective eyewear shall be required to wear cover goggles or similar devices unless a competent authority can certify the personal eyewear meets or exceeds standards identified in N.J.A.C. 6A:26-12.5(b).
- ~~2. The supplier of any eye protective device to this district shall certify in writing that the device meets or exceeds ANSI standards. All spectacle type eye protective devices shall have side shields of the eye cup, semi-, or flat-fold type.~~



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3. ~~Staff members shall regularly and frequently inspect the eye protective devices used in their classes and shall report to the Principal devices that are defective or poorly fitting. All eye protective devices shall be identified with the name(s) of the user(s) and shall be properly stored when not in use.~~
4. ~~An eye protective device that is shared shall be disinfected between uses by a method prescribed by the local school medical inspector.~~
5. ~~The use of contact lenses shall be restricted in learning environments which entail exposure to chemical fumes, vapors or splashes, intense heat, molten metals, or highly particulate atmospheres. Staff members in these learning environments shall identify the students in his/her class who wear contact lenses. A list of such students shall be kept by the staff member in order that appropriate emergency eye care may be given; the list shall be destroyed at the end of the course of study.~~

~~When permitted, contact lenses may be worn only in conjunction with appropriate eye protective devices. The contact lens wearer shall be identified for appropriate emergency eye care in hazardous learning environments.~~

6. ~~A student who wears prescription glasses shall be provided with an appropriate eye protective device that fits over his/her glasses. A student or staff member may wear his/her personal corrective eye wear in the course of an activity hazardous to the eyes provided that the eye wear has been certified in writing by a licensed optician to meet or exceed ANSI standards as defined in N.J.A.C. 6:29-1.7(b)1 and 2 for the appropriate eye protective device required.~~
7. ~~The responsible staff member will provide each visitor to an area in which an activity hazardous to eyes is conducted with an appropriate eye protective device.~~

DB. Eye Wash Fountains - N.J.A.C. 6A:26-12.5(d)

1. Emergency eye wash fountains, or similar devices capable of a minimum fifteen minutes continuous flow of eye-wash solution, shall be provided in classrooms, shops, laboratories, or other areas where students or instructors are exposed to caustic materials that can cause damage to the



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~~eyes in accordance with N.J.A.C. 6A:26-12.5(d). Eye wash fountains or similar devices, capable of a minimum of fifteen minutes of continuous flow of eye wash solution shall be provided in accordance with Policy No. 7432 and the standards of the State Department of Education and N.J.A.C. 6:29-1.7(d).~~

- ~~2. Eye wash fountains shall be routinely checked by the responsible staff member and any fountain that does not operate properly shall be promptly reported to the Principal.~~

EE. Inspection Enforcement

- ~~1. Staff members shall not permit students to engage in an activity potentially hazardous to the eyes without appropriate eye protection and shall dismiss from the class period a student who refuses or persistently neglects to wear eye protection or to observe established eye protection practices. Any such dismissed student shall be reported absent for the class.~~
- ~~2. Staff members shall report to the Building Principal a visitor who refuses or persistently neglects to wear eye protection or observe established eye protection practices.~~
3. The Principal **or designee** shall annually inspect the school premises for the existence of conditions potentially hazardous to the eyes, for the placement of signs requiring appropriate eye protective devices, and for an adequate supply of appropriate eye protective devices in satisfactory condition. Conditions potentially hazardous to the eyes include, in addition to the activities listed in paragraph A1 above, the likelihood of flying objects and spilled liquids and the presence of protruding and sharp objects.

FD. Training and Supplies - N.J.A.C. 6A:26-12.5(g)

The school district shall provide annual training and appropriate supplies and equipment to all school personnel responsible for implementing the eye safety policies and program. The training shall include all aspects of eye protection as defined in **Policy and Regulation 7432 and in accordance with N.J.A.C. 6A:26-12.5(g)** this regulation.



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Adopted Issued: 14 October 2013
Revised: 15 November 2021



8420 EMERGENCY AND CRISIS SITUATIONS (M)

M

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

“School security drill” means an exercise, other than a fire drill, to practice procedures that respond to an emergency situation including, but not limited to, a bomb threat, non-fire evacuation, lockdown, or active shooter situation and that is similar in duration to a fire drill.

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

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

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



effective date of their employment. This in-service training program shall be reviewed annually and updated, as appropriate.

The Board shall ensure individuals employed in the district in a substitute capacity are provided with information and training on the district's practices and procedures on school safety and security including instruction on school security drills, evacuation procedures, and emergency response protocols in the district and the school building where the individuals are employed in accordance with the provisions of N.J.S.A. 18A:41-7.

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

Every Principal of a school of two or more rooms, or of a school of one room, when located above the first story of a building, shall have at least one fire drill and one school security drill each month within the school hours, including any summer months during which the school is open for instructional programs, and shall require all teachers of all schools, whether occupying buildings of one or more stories, to keep all doors and exits of their respective rooms and buildings unlocked during the school hours, except during an emergency lockdown or an emergency lockdown drill. Where school buildings have been provided with fire escapes, they shall be used by a part or all of the students performing every fire drill. An actual fire or school security emergency that occurs at a school during the month and that includes activities which are the equivalent of a drill shall be considered a drill for the purposes of meeting the requirements of N.J.S.A. 18A:41-1. In order to ensure meaningful preparation for an actual emergency, when the school is conducting an emergency drill, it will be announced as a drill so to avoid any confusion.

Every school in the district shall conduct a school security drill within the first fifteen days of the beginning of the school year.



The Principal or designee will provide local law enforcement or other emergency responders, as appropriate, with a friendly notification at least forty-eight hours prior to holding a school security drill. A law enforcement officer shall be present at a minimum of one school security drill in each school year in order to make recommendations on any improvements or changes to school security drill procedures that the officer may deem advisable in accordance with N.J.S.A. 18A:41-1. ~~Although these outside agencies are not required to observe school security drills, the Principal is encouraged to invite representatives from local law enforcement and emergency responder agencies to attend and observe at least four different security drills annually.~~

Such drills and in-service training programs shall be conducted in accordance with a building security drill guide and training materials that educate school employees on proper evacuation and lockdown procedures in a variety of emergency situations on school grounds in accordance with N.J.A.C. 6A:16-5.1 as provided by the New Jersey Office of Homeland Security and Preparedness.

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

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

N.J.S.A. 18A:41-1 et seq.; 18A:41-2; 18A:41-6; 18A:41-7

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

Adopted: 14 October 2013

Revised: 14 December 2020

Revised: 15 November 2021



REGULATION

ROXBURY TOWNSHIP BOARD OF EDUCATION

EXHIBIT #P9 – SECOND READING

OPERATIONS
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FIRE AND FIRE DRILLS (M)

R 8420.1 FIRE AND FIRE DRILLS (M)

M

A. Fire Drills

1. The Principal of each school building will conduct at least one fire drill each month within school hours, including any summer months during which the school is open for instructional programs. The Principal shall require all teachers to keep all doors and exits of their respective rooms and buildings unlocked during school hours. Where school buildings have been provided with fire escapes, they shall be used by a part or all of the students performing every fire drill. ~~Attempts should be made to conduct drills in various weather conditions and at various times of the school day. Fire drills should always be unannounced to school staff and students. The Principal shall inform local fire fighting officials whenever a fire alarm is for drill purposes.~~

Attempts should be made to conduct drills in various weather conditions and at various times of the school day. Fire drills should be unannounced to school staff and students. The Principal shall inform local firefighting officials whenever a fire alarm is for drill purposes.

An actual fire that occurs at a school building during the month and includes activities which are the equivalent of a drill shall be considered a drill for the purposes of meeting the requirements of this Regulation and N.J.S.A. 18A:41-1.

2. The fire alarm shall be by a building-wide audible designated signal. Alarm signals should be tested regularly, before or after the school session.
3. When the fire alarm rings, each staff member supervising students teacher will:
 - a. Direct students to form into a single file line and proceed along the evacuation route to the nearest exit designated for evacuation;



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FIRE AND FIRE DRILLS (M)

- b. Close the windows of the room and turn off all lights and audio-visual equipment;
 - c. Take the class register or roll book;
 - d. Ascertain that all students have left the room and that any student who may have left the classroom prior to the fire drill is located and escorted from the building;
 - e. Close all doors to the room when the room is empty and keep all doors and exits of their respective rooms and buildings unlocked during the school hours, ~~except during an emergency lockdown or an emergency lockdown drill~~;
 - f. Ensure their **assigned** students ~~assigned to him/her~~ have left the school along the route prescribed in the school evacuation plan. In the event a school building has been provided with fire escapes, they shall be used by a part or all of the students performing every fire drill;
 - g. Direct ~~his/her~~ students to a location not less than a distance twice the height of the building walls and keep the students in a single file line facing the building;
 - h. Take attendance to determine all students who reported to ~~his/her~~ class have been evacuated from the building and report immediately to the Principal any student who is unaccounted for; and
 - i. When the recall signal is given, conduct his/her students back to the classroom.
4. Evacuation of the school in a fire drill must be conducted quickly and quietly and in an orderly fashion. Students must be silent, refrain from talking and running, and remain in closed, single file lines. Any student or staff member whose behavior disrupts the conduct of the fire drill shall be reported to the Principal and will be subject to discipline.



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FIRE AND FIRE DRILLS (M)

5. All persons in the school must leave the building during a fire drill, including all aides, visitors, volunteer workers, and all office, cafeteria, custodial, and maintenance employees, except those employees who have been assigned specific duties to be performed in the school building during a fire drill.
6. Physical education classes in progress outside the building should stop the game activity and line up in place or in their regularly assigned drill position.
7. Students will be instructed not to gather belongings to take outside on the fire drill. In inclement or cold weather, students may pick up their coats and put them on as they exit the building, provided no time is lost in that activity.
8. The office employee responsible for keeping the central attendance register, or a designated substitute, must carry the register out of the building during the drill.
9. Each Principal shall report monthly to the Superintendent on the conduct of fire drills. ~~His/Her~~ **Their** report will include the date, weather conditions, and time to evacuate for each drill conducted, as well as any comments that could assist in improving the conduct of future drills.
10. Every fire drill will be conducted with seriousness and with the assumption that prompt evacuation is actually required for the safety and survival of persons in the school.
11. Principals are encouraged to change the circumstances of fire drills so that staff members and students are subjected to various conditions and learn to respond to them quickly, constructively, and safely. Any such variations should take into account the ages and abilities of children.
 - a. One or more exits may be designated as “blocked” so that students are required to use alternative evacuation routes.



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- b. A fire drill may be designated as a “smoke drill” so that students learn to avoid the hazards of smoke by walking in a low or crouching position (not a crawling position).

B. Fire

1. A school staff member or any building occupant who detects a fire in a school building or on school grounds shall immediately report the fire by calling 911 and/or by activating a fire alarm pull station in accordance with law.
2. The school staff member or building occupant shall also report the fire to the school Principal, if possible.
3. In the event of a fire in a school building, the school Principal shall immediately sound the fire alarm, in the event the fire alarm had not been previously activated, for the evacuation of all students, staff members, visitors, and volunteers.
4. Evacuation shall be conducted in accordance with the fire drill procedures established in ~~paragraph A.~~ **above**, except that no employee may remain in the building to perform specific duties.
5. As a precaution, the Principal or designee will maintain a record of disabled students who may require special attention in the event of fire or other evacuation.

Fire fighters will be promptly informed of the location and special circumstances of each such student.

6. As soon as practicable after the incident, the Principal shall submit a report to the Superintendent on the appropriate form.
7. **The school district shall immediately notify the appropriate local fire department of any fire which occurs in a school building or on school property in accordance with N.J.S.A. 18A:41-5.**

C. **Fire and Smoke Doors**



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FIRE AND FIRE DRILLS (M)

Every Principal and custodian/janitor in each school building in the district which has a furnace room, hallway, or stair-tower fire or smoke doors shall keep them closed during the time the school building is occupied by teachers and students pursuant to N.J.S.A. 18A:41-2.

Adopted: 14 October 2013

Revised: 15 November 2021



8540 SCHOOL NUTRITION PROGRAMS

The Board of Education recognizes the importance of a child receiving a nutritious, well-balanced meal to promote sound eating habits, to foster good health and academic achievement, and to reinforce the nutrition education taught in the classroom. Therefore, the Board of Education may participate in the school nutrition programs of the New Jersey Department of Agriculture in accordance with the eligibility criteria of the program. These programs may include the National School Lunch Program, the School Breakfast Program, the After-School Snack Program, and the Special Milk Program.

If seventy percent or more of the students enrolled in a school in the district on or before the last school day before October 16 of the preceding school year are eligible for free or reduced price meals under the National School Lunch Program or the Federal School Breakfast Program, the district shall establish a “Breakfast After the Bell” program for that school in accordance with N.J.S.A. 18A:33-11.1 et seq. The district may request a waiver of the requirements of the “Breakfast After the Bell” program pursuant to N.J.S.A. 18A:33-12.

The Board of Education shall sign an Agreement with the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture for every school nutrition program operated within the school district. Any child nutrition program operated within the school district shall be operated in accordance with the provisions of the Agreement and all the requirements of the program.

Students may be eligible for free or reduced pricing in accordance with the requirements of the program operating in the school district. Prices charged to paying children shall be established by the Board of Education, but must be within the maximum prices established by the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture. Prices charged to adults shall be in accordance with the requirements of the program.

The Superintendent or designee shall annually notify parents of all children in the school district of the availability, eligibility requirements, and application procedures for free or reduced price meals or free milk in accordance with the notification requirements and procedures of the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture.

The Superintendent will designate in the annual notification to parents, the person who will determine, in accordance with standards issued by the Division of Food



and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture, a student's eligibility for free or reduced price meals or free milk depending on the programs operated in the school district.

A parent may request a household application and instructions from the Principal of their child's school. A household application must be completed before eligibility is determined. Where necessary, the Principal or designee shall assist the applicant in the preparation of the household application.

Applications shall be reviewed in a timely manner. An eligibility determination will be made, the family will be notified of its status, and the status will be implemented as soon as possible within ten operating days of the receipt of the completed application. Any student found eligible shall be offered free or reduced price meals or free milk immediately upon the establishment of his/her eligibility and shall continue to receive such meals during the pendency of any inquiry regarding his/her eligibility in accordance with the requirements of the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture. Carry-over of previous year's eligibility for students shall be in accordance with the requirements of the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture.

A denial of eligibility for free or reduced price meals or free milk shall be in writing and shall include the reasons for which eligibility was denied, notice of the parent's right to appeal the denial, the procedures for an appeal, and a statement reminding parents that they may reapply at any time during the school year. Appeal procedures shall include: a hearing, if requested by the parent, held with reasonable promptness and convenience of the parent before a hearing officer other than the school official who denied the application; the parent's opportunity to be represented by counsel; a decision rendered promptly and in writing; and an opportunity to appeal the decision of the hearing officer to the School Business Administrator/Board Secretary. The appeal hearing will be conducted in accordance with the provisions as outlined by the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture.

There shall be no overt identification of any child(ren) who may be eligible to receive free or reduced price school meals or free milk. The identity of students who receive free or reduced price meals will be protected. Eligible students shall not be required to work in consideration for receiving such meals or milk. Eligible children shall not be required to use a separate dining area, go through a separate serving line, enter the dining area through a separate entrance, or



consume their meals or milk at a different time. A student's eligibility status will not be disclosed at any point in the process of providing free or reduced price meals or free milk in accordance with the requirements of the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture.

The School Business Administrator/Board Secretary or designee will verify applications of those eligible for free or reduced price meals in accordance with the requirements of the, Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture.

The Board of Education will comply with all the requirements of the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture Local Education Agency (LEA) Agreement and all requirements outlined in the School Nutrition Electronic Application Reimbursement System (SNEARS).

7 C.F.R. 210.1 et seq.
N.J.S.A. 18A:33-5; 18A:33-11.1 et seq.; 18A:58-7.2
N.J.A.C. 2:36

Adopted: 14 October 2013
Revised: 5 October 2015
Revised: 15 November 2021



POLICY

EXHIBIT #P11 – SECOND READING

Operations
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~~UNPAID MEAL CHARGES/OUTSTANDING FOOD SERVICE~~ **BILL CHARGES**

8550 UNPAID MEAL CHARGES/OUTSTANDING FOOD SERVICE **BILL**
CHARGES

The Board of Education understands a student may forget to bring breakfast or lunch, as applicable, or money to purchase breakfast or lunch to school on a school day. When this happens, the food service program will provide the student with breakfast or lunch with an expectation payment will be made the next school day or shortly thereafter. However, there may be circumstances when payment is not made and a student's school breakfast/lunch bill is in arrears. The school district will manage a student's breakfast or lunch bill that is in arrears in accordance with the provisions of N.J.S.A. 18A:33-21 and this Policy.

In the event that a student's account is put in arrears regardless of the student's purchasing program (full pay or reduced, lunch only or breakfast and lunch), the Principal or School WPC will contact the parent/guardian by phone to advise of the situation.

In the event that the account remains in arrears, the student will be served the regular meals for ten (10) additional school days while the Principal or School WPC communicates with the parent/guardian to rectify the situation. The student's account will continue to be charged accordingly for such meals. A parent who has received a second notice their child's lunch or breakfast bill is in arrears and who has not made payment in full within one week from the date of the second notice will be requested to meet with the Principal or School WPC to discuss and resolve the matter. The Principal or School WPC shall notify the District WPC of the situation.

If the matter is not resolved by the Principal or School WPC and the parent/guardian, the District WPC shall make contact with the parent/guardian and explain additional steps that may be taken by the District to resolve the account that is in arrears.

In the event that the account balance is not resolved after the ten (10) school days as provided above, the student shall be served an alternative meal meeting nutritional standards (ex; cheese sandwich, fruit/vegetable, milk, etc.) The Principal or School WPC shall take appropriate action, including notifying DCPD, if necessary. The District may pursue legal options to resolve the overdue amount.

A parent's refusal to meet or take other steps to resolve the matter may be indicative of more serious issues in the family or household. In these situations,



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~~UNPAID MEAL CHARGES/OUTSTANDING FOOD SERVICE~~ **BILL CHARGES**

the Principal or designee shall consult with and seek necessary services from both the County Board of Social Services and the Department of Children and Families, Division of Child Protection and Permanency, as appropriate.

When a parent's routine failure to provide breakfast or lunch is reasonably suspected to be indicative of child abuse or neglect, the Principal or designee shall immediately report such suspicion to the Department of Children and Families, Division of Child Protection and Permanency as required in N.J.S.A. 9:6-8.10. Such reporting shall not be delayed to accommodate a parent's meeting with the Principal or designee.

If the student's breakfast or lunch bill is in arrears, but the student has the money to purchase breakfast or lunch, the student will be provided breakfast or lunch and the food service program will not use the student's money to repay previously unpaid charges if the student intended to use the money to purchase that day's meal.

The food service program will prevent the overt identification of children through the method of payment used to purchase a meal and whose breakfast or lunch bill is in arrears.

In accordance with the provisions of the United States Department of Agriculture, this Policy shall be provided in writing to all households at the start of each school year and to households transferring to the school or school district during the school year. The school district may post this Policy on the school or school district's website provided there is a method in place to ensure this Policy reaches all households, particularly those households without access to a computer or the Internet.

This Policy shall also be provided to all school and food service staff responsible for the enforcement of this Policy, including school administrators to ensure this Policy is supported.

The food service program will comply with all meal charge policy requirements of the United States and New Jersey Department of Agriculture and N.J.S.A. 18A:33-21.

N.J.S.A. 18A:33-21; 18A:33:-21a.; 18A:33-21b.; 18A:33-21c.

~~United States Department of Agriculture SP 23 2017~~ — March 23, 2017

Adopted: 14 October 2013



POLICY

ROXBURY TOWNSHIP
BOARD OF EDUCATION

EXHIBIT #P11 – SECOND READING

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~~UNPAID MEAL CHARGES/OUTSTANDING FOOD SERVICE~~ **BILL CHARGES**

Revised: 27 March 2017

Revised: 24 July 2017

Revised: 15 November 2021



POLICY

EXHIBIT #P12 – SECOND READING

Operations
8600/Page 1 of 2
TRANSPORTATION (M)

8600 TRANSPORTATION (M)

M

The Board of Education shall transport eligible students to and from school and school related activities in accordance with law and this policy. Transportation shall be provided only to eligible public and nonpublic school students, authorized school staff members, and adults serving as approved chaperones.

Nonpublic school transportation or aid in lieu of transportation shall be provided for resident students in accordance with N.J.S.A. 18A:39-1 et seq. and N.J.A.C. 6A:27-2.1 et seq.

Charter or renaissance school transportation or aid in lieu of transportation shall be provided for resident students in accordance with N.J.S.A. 18A:39-1 et seq. and N.J.A.C. 6A:27-3.1 et seq.

The Board may provide transportation to and from school for public school students less than remote if conditions are deemed to be hazardous.

The Board will provide transportation to and from school for public school students in grades Kindergarten through eight who live more than two miles from the school they attend and in grades nine through twelve who live more than two and one half miles from the school they attend.

The Board may transport students certified by a physician as temporarily disabled **regardless of the distance between their home and school.**

Students with special needs shall be provided transportation in accordance with N.J.S.A. 18A:39-1 et seq., and with their Individualized Education Program (IEP) pursuant to N.J.A.C. 6A:27-5.1.

The Board will approve all bus routes each school year. Bus routes for all non-remote students who must walk to and from school along hazardous routes will be designated and approved by the Board. The Board may consider, but shall not be limited to, the criteria outlined in N.J.S.A. 18A:39-1.5 in determining “Hazardous Routes.”

The Board will not be responsible for the transportation of nonresident students to or from school, except that transportation to and from school will be provided for homeless students; students residing in group homes; students residing in resource family homes;



and students residing in shared custody homes pursuant to N.J.A.C. 6A:27-6.2, 6.3, 6.4, and 6.5.

The Board shall utilize cooperative/coordinated transportation services in accordance with the provisions of N.J.S.A. 18A:39-11.1 et seq. and N.J.A.C. 6A:27-10.1 et seq. The Board may utilize one of the agencies prior to determining to pay aid in lieu of transportation if in the prior year payments in lieu of transportation were provided. The Board will provide to the cooperative/coordinated transportation services any unique limitations or restrictions of the required transportation.

Vehicles used to transport students to and from school or school related activities shall meet standards, registration, and inspection requirements of the New Jersey Departments of Education (NJDOE), the New Jersey Motor Vehicle Commission (NJMVC), and any applicable Federal regulations. The operation and fiscal management of the district's transportation system shall be conducted in strict accordance with rules of the New Jersey State Board of Education and the NJDOE.

In addition to the provisions of any State law, rule, or regulation containing more stringent requirements, provided that those requirements are compatible with Federal law, and notwithstanding the provisions of any State law, rule, or regulation to the contrary, school bus operations in the State shall comply with the requirements outlined in N.J.S.A. 39:3B-27.

N.J.S.A. 18A:18A-1 et seq.; 18A:39-1 et seq.; 18A:39-11.1 et seq.
N.J.S.A. 27:15-16
N.J.S.A. 39:3B-1 et seq.; 39:3B-2.1; 39:3B-10; 39:3B-27
N.J.A.C. 6A:27-1.1 et seq.; 6A:27-2.1 et seq.; 6A:27-3.1 et seq.;
6A:27-4.1 et seq.; 6A:27-5.1; 6A:27-6.2 through 6.5;
6A:27-7.1 et seq.; 6A:27-9.1 et seq.; 6A:27-10.1 et seq.;
6A:27-11.1 et seq.; 6A:27-12.1 et seq.

Adopted: 14 October 2013
Revised: 18 November 2019
Revised: 15 November 2021



EXHIBIT #P13 - SECOND READING

FINANCES

6115.01/page 1 of 2

Federal Awards/Funds Internal Controls –
Allowability of Costs

M

6115.01 FEDERAL AWARDS/FUNDS INTERNAL CONTROLS –
ALLOWABILITY OF COSTS

The Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards (UGG), 2 CFR §200.302(b)(7) requires written procedures for determining the allowability of costs in accordance with 2 CFR §200 – Cost Principals. Determining the allowability of costs shall be in accordance with the requirements outlined in 2 CFR §200.403 – Factors Affecting Allowability of Costs. The School Business Administrator/Board Secretary or designee shall be responsible for determining the allowability of costs are in accordance with the provisions of 2 CFR §200.403.

The following procedures shall be used to determine the allowability of costs in accordance with 2 CFR §200.403:

Except where otherwise authorized by statute, the School Business Administrator/Board Secretary or designee will ensure costs meet the following general criteria in order to be allowable under Federal awards:

1. Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.
2. Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.
3. Be consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the non-Federal entity.
4. Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.



POLICY

EXHIBIT #P13 - SECOND READING

FINANCES

6115.01/page 2 of 2

Federal Awards/Funds Internal Controls –
Allowability of Costs

5. Be determined in accordance with Generally Accepted Accounting Principles (GAAP), except for State and local governments, which includes school districts, as otherwise provided for in 2 CFR §200.403.
6. Not be included as a cost or used to meet cost sharing or matching requirements of any other Federally-financed program in either the current or a prior period. (See also 2 CFR §200.306 – Cost Sharing or matching 2. above).
7. Be adequately documented. (See also 2 CFR §200.300 – Statutory and National Policy Requirements through 2 CFR §200.309 – Period of Performance).

In the event the School Business Administrator/Board Secretary or designee is not sure if a cost is allowable under 2 CFR Subpart E - §200.403, the School Business Administrator/Board Secretary or designee will contact the New Jersey Department of Education or the United States Department of Education for assistance.

2 CFR §200.302(b)(7)
2 CFR §200.403

Adopted: 15 November 2021



EXHIBIT #P14 – SECOND READING

FINANCES

6115.02/page 1 of 4

Federal Awards/Funds Internal Controls –
Mandatory Disclosures

M

6115.02 FEDERAL AWARDS/FUNDS INTERNAL CONTROLS –
MANDATORY DISCLOSURES

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (UGG), 2 CFR §200.113 – Mandatory disclosures requires a non-Federal entity or applicant (a New Jersey Board of Education) for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or to the New Jersey Department of Education all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

If the Board of Education receives a Federal award including the terms and conditions outlined below as per 2 CFR §200 – Appendix XII – Award Term and Condition for Recipient Integrity and Performance Matters shall report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM). Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 - Remedies for noncompliance, including suspension or debarment. (See also 2 CFR §180, 31 USC 3321, and 41 USC 2313)

A. General Reporting Requirement

1. If the total value of all Board of Education currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the Superintendent or designee, on behalf of the Board of Education as the recipient during that period of time, must maintain the currency of information reported to the SAM that is made available in the designated integrity and performance system about civil, criminal, or administrative proceedings described in B. below.
2. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 USC 2313).



POLICY

EXHIBIT #P14 – SECOND READING

FINANCES

6115.02/page 2 of 4

Federal Awards/Funds Internal Controls –
Mandatory Disclosures

3. As required by section 3010 of Public Law 111-212, all information posted in designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
- B. Proceedings About Which the Board of Education Must Report
1. The Superintendent or designee must disclose to the Federal awarding agency or to the New Jersey Department of Education information required about each proceeding that:
 - a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
 - b. Reached its final disposition during the most recent five-year period; and
 - c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in E. below;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in E. below, that resulted in a finding of fault and liability and the payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:



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EXHIBIT #P14 – SECOND READING

FINANCES

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Federal Awards/Funds Internal Controls –
Mandatory Disclosures

- (a) It could have led to an outcome described in B.1.c.(1), (2), or (3) above of this award term and condition;
- (b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the school district's part; and
- (c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

- 1. The Superintendent or designee shall enter in the SAM Entity Management area the information that the SAM requires about each proceeding described in B. above.
- 2. The Superintendent or designee does not need to submit the information a second time under assistance awards the Board of Education received if the Superintendent or designee already provided the information through the SAM because the Board of Education was required to do so under Federal procurement contracts the Board of Education was awarded.

D. Reporting Frequency

- 1. During any period of time when the Board of Education is subject to the requirement in A. above, the Superintendent or designee must report proceedings information through the SAM for the most recent five year period, either to report new information about any proceeding(s) the Board of Education has not reported previously or affirm that there is no new information to report.
- 2. If the Board of Education has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Board of Education must disclose



POLICY

EXHIBIT #P14 – SECOND READING

FINANCES

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Federal Awards/Funds Internal Controls –
Mandatory Disclosures

semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

1. For purposes of this Policy:

- a. “Administrative proceeding” for the purposes of 2 CFR §200 - Appendix XII and this Policy means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability. This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. “Conviction” for the purposes of 2 CFR §200 - Appendix XII and this Policy, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes:
 - (1) Only the Federal share of the funding under any Federal award with a Board of Education cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

2 CFR §200.113

Adopted: 15 November 2021



EXHIBIT #P15 – SECOND READING

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Federal Awards/Funds Internal Controls –
Conflict of Interest
M

6115.03 FEDERAL AWARDS/FUNDS INTERNAL CONTROLS –
CONFLICT OF INTEREST

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (UGG), 2 CFR §200.318 – General Procurement Standards addresses standards of conduct covering conflict of interest and governs the actions of school district employees, officers, and agents in the selection, award, and administration of contracts supported by a Federal award.

The Board of Education must use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to the applicable Federal law and the standards identified in 2 CFR §200.

The Board of Education must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The Board of Education must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts supported by a Federal award.

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



FINANCES

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Federal Awards/Funds Internal Controls –
Conflict of Interest

2. The Board of Education officers, employees, and agents must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.
3. However, a Board of Education may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.
4. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

The Board of Education's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal government, the Board of Education is encouraged to enter into State and local intergovernmental agreements or inter-entity agreements where appropriate for procurement of use of common or shared goods and services.

The Board of Education is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

The Board of Education is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

The Board of Education must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. (See also 2 CFR §200.213 – Suspension and Debarment).



FINANCES

6115.03/page 3 of 3

Federal Awards/Funds Internal Controls –
Conflict of Interest

The Board of Education must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

The Board of Education may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a Board of Education is the sum of:

1. The actual cost of materials; and
2. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since the time and material formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the Board of Education awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

The Board of Education alone must be responsible, in accordance with good administrative practice and sound business judgement, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the Board of Education of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgement for that of the Board of Education unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

The Board of Education and its employees shall be required to comply with all New Jersey statutes and administrative codes regarding school ethics and internal controls.

2 CFR §200.318

Adopted: 15 November 2021



CONTRACTS FOR GOODS OR SERVICES FUNDED BY FEDERAL GRANTS

6311 CONTRACTS FOR GOODS OR SERVICES FUNDED BY FEDERAL GRANTS

Any vendor providing goods or services to the school district to be funded by a Federal grant must be cleared for contract in accordance with the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (UGG), 2 CFR §200.213 – Suspension and Debarment Federal Acquisition Regulations (FAR) Subpart 9.4 – Debarment, Suspension, and Ineligibility.

The School Business Administrator/Board Secretary shall be responsible to check the web-based System for Award Management (SAM) Excluded Parties Lists System (EPLS) maintained by the United States government the General Services Administration (GSA). The purpose of the SAM Exclusion List EPLS is to provide a single comprehensive list of individuals and firms excluded by Federal government agencies from receiving Federal contracts or Federally approved contracts or Federally approved subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits.

The School Business Administrator/Board Secretary, upon opening of bids or upon receipt of proposals for goods or services to be funded by a Federal grant shall access review the SAM EPLS to determine if the vendor has been disbarred, suspended, or proposed for disbarment. The School Business Administrator/Board Secretary shall also access review the SAM EPLS list immediately prior to the award of a bid or contract to ensure that no award is made to a vendor on the list.

In the event a vendor under consideration to be awarded a bid or contract for goods or services to be funded by a Federal grant is on the SAM EPLS list or proposed for disbarment, the School Business Administrator/Board Secretary shall comply with the contracting restrictions as outlined in 2 CFR §200 FAR Subpart 9.405.

Continuation of current contracts and restrictions on subcontracting with vendors who are on the SAM EPLS list or proposed for disbarment shall be in accordance with the limitations as outlined in 2 CFR §200 FAR Subparts 9.405.1 and 9.405.2.

Any rejection of a bid or disqualification of a vendor who has been disbarred, suspended, or proposed for disbarment shall be consistent with the requirements as outlined in N.J.S.A. 18A:18A – Public School Contracts Law and all applicable State laws.



POLICY

CONTRACTS FOR GOODS OR SERVICES FUNDED BY FEDERAL GRANTS

~~Federal Acquisition Regulations (FAR) Subpart 9.4~~

Adopted: 14 October 2013

Revised: 15 November 2021



POLICY

EXHIBIT #P17

Students
5114/Page 1 of 1

CHILDREN DISPLACED BY DOMESTIC VIOLENCE

5114 CHILDREN DISPLACED BY DOMESTIC VIOLENCE

-
~~The Board of Education will cooperate with the County Office of Education, as appropriate and feasible, in the education of children temporarily displaced by domestic violence. Any student attending the schools of this district, whether regularly enrolled in this or another district, who has been admitted to a shelter for victims of domestic violence will be permitted and encouraged to continue an appropriate educational program with minimal disruption.~~

-
~~The Board will cooperate with other educational institutions in the sharing of pertinent student records and in the establishment of sending-receiving relationships on behalf of displaced children. The confidentiality of all matters concerning displaced children will be strictly observed, and no information regarding the present residence of the child will be released.~~

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~~N.J.S.A. 18A:38-1 et seq.~~

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Adopted: 14 October 2013



POLICY

ROXBURY TOWNSHIP BOARD OF EDUCATION

EXHIBIT #P18

Operations
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RELIGIOUS HOLIDAYS

8810 RELIGIOUS HOLIDAYS

~~The Board of Education recognizes the acknowledgment of religious holidays in the public school may be a source of community concern. It is a goal of the district educational program to teach mutual understanding and brotherhood and respect for group differences. In pursuing this goal, the educational program may recognize that various religious groups celebrate different holidays with different practices.~~

~~In the acknowledgment or observance of any religious holiday, the Superintendent shall ensure the school and/or school officials do not mandate, organize, participate in an official capacity, endorse, persuade, compel, prevent or deny participation in constitutionally protected prayer or religion in violation of the governing principles of the First Amendment of the United States Constitution. Consistent with these principles, the Superintendent shall ensure:~~

- ~~1. No worship or religious service of any kind is sponsored by the school district and conducted during the school day, whether or not conducted by a clergyman;~~
- ~~2. Religious exhibits or displays include only materials that are a necessary or integral part of the curriculum;~~
- ~~3. Any religious music played is selected primarily for its artistic content; and~~
- ~~4. Any acknowledgment of a religious holiday neither advances nor inhibits any particular religious sect or religion consistent with the governing principles of the First Amendment of the United States Constitution.~~

~~U.S. Const., First Amendment~~

~~N.J. Const., Art. 1, paragraph 4~~

~~United States Department of Education—Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools~~

~~N.J.S.A. 18A:36-16~~

~~N.J.A.C. 6:20-1.3(j)~~

Adopted: 14 October 2013



POLICY

EXHIBIT #P19 – FIRST READING

ADMINISTRATION
1648.13/page 1 of 3

School Employee Vaccination Requirements
M

1648.13 SCHOOL EMPLOYEE VACCINATION REQUIREMENTS

In accordance with Executive Order No. 253 signed by the Governor of New Jersey on August 23, 2021, the Board shall adopt and maintain a policy that requires all covered workers to either provide adequate proof that they have been fully vaccinated or submit to COVID-19 testing at a minimum of one to two times each week.

This requirement shall take effect on October 18, 2021, at which time any covered workers that have not provided adequate proof to the school district that they are fully vaccinated must submit to COVID-19 testing at a minimum of one to two times each week on an ongoing basis until fully vaccinated.

For purposes of Executive Order 253 and this Policy, “covered workers” shall include all individuals employed by the Board of Education, both full and part-time, including, but not limited to, administrators; teachers; educational support professionals; individuals providing food, custodial, and administrative support services; substitute teachers, whether employed directly by the Board of Education or otherwise contracted; contractors; providers; and any other individuals performing work in the school district whose job duties require them to make regular visits to the school district, including volunteers. Covered workers do not include individuals who visit the school district only to provide one-time or limited duration repairs, services, or construction.

A covered worker shall be considered “fully vaccinated” for COVID-19 two weeks or more after they have received the second dose in a two-dose series or two weeks or more after they have received a single-dose vaccine. Individuals will only be considered fully vaccinated after they have received a COVID-19 vaccine that is currently authorized for Emergency Use Authorization (EUA) by the United States Food and Drug Administration (FDA) or the World Health Organization (WHO), or that are approved for use by the same.

Workers who are not fully vaccinated, or for whom vaccination status is unknown, or who have not provided sufficient proof of documentation, shall be considered unvaccinated in accordance with the provisions of Executive Order 253.



School Employee Vaccination Requirements

Covered workers shall demonstrate proof of full vaccination status by presenting any of the following documents if they list COVID-19 vaccines currently authorized for EUA by the FDA or the WHO, or that are approved for use by the same, along with an administration date for each dose:

1. The Centers for Disease Control and Prevention (CDC) COVID-19 Vaccination Card issued to the vaccine recipient by the vaccination site, or an electronic or physical copy of the same;
2. Official record from the New Jersey Immunization Information System (NJIIS) or other State immunization registry;
3. A record from a health care provider's portal/medical record system on official letterhead signed by a licensed physician, nurse practitioner, physician's assistant, registered nurse, or pharmacist;
4. A military immunization or health record from the United States Armed Forces; or
5. Docket mobile phone application record or any State specific application that produces a digital health record.

The Board of Education's collection of vaccination information from covered workers shall comport with all Federal and State laws, including, but not limited to, the Americans with Disabilities Act, that regulate the collection and storage of that information.

To satisfy the testing requirement of Executive Order 253 and this Policy, an unvaccinated covered worker must undergo screening testing at a minimum of one to two times each week, to be determined by the Superintendent of Schools.

An unvaccinated covered worker is required to submit proof of a COVID-19 test. The unvaccinated covered worker may choose either antigen or molecular tests that have EUA by the FDA or are operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

Where a Board of Education provides the unvaccinated covered worker with on-site COVID-19 test(s), the school district may similarly elect to administer or provide access to either an antigen or molecular test.



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School Employee Vaccination Requirements

If the covered worker is not working on-site in the school district during a week when testing would otherwise be required, the Superintendent or designee may not require the worker to submit to testing for that week. This requirement shall not supplant any requirement imposed by the Board of Education regarding diagnostic testing of symptomatic workers or screening testing of vaccinated workers.

The Board of Education shall track test results required by Executive Order 253 and must report those results to the local public health department.

Nothing in Executive Order 253 and this Policy shall prevent a Board of Education from revising this Policy to include additional or stricter requirements, as long as such revisions comport with the minimum requirements of Executive Order 253.

Executive Order 253 authorizes the Commissioner of the Department of Health (DOH) to issue a directive supplementing the requirements outlined in Executive Order 253, which may include, but not be limited to, any requirements for reporting vaccination and testing data to the DOH. Actions taken by the Commissioner of the DOH pursuant to Executive Order 253 shall not be subject to the requirements of the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq.

This Policy shall be supplemented by Policy 1648.11 – Appendix A, which shall include the school district’s protocols implementing the provisions of this Policy.

The Superintendent is authorized to implement revisions to provisions in this Policy based on any subsequent Executive Orders or any additional mandates that affect any provisions of this Policy. Any such revisions in this Policy shall be submitted by the Superintendent to the Board of Education for ratification if the Board cannot approve such revisions before the effective date.

Executive Order 253 – August 23, 2021

Adopted: TBD



EXHIBIT #P20 – FIRST READING

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Safety Plan For Healthcare Settings In
School Buildings – COVID-19
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1648.14 SAFETY PLAN FOR HEALTHCARE SETTINGS IN
SCHOOL BUILDINGS – COVID-19

A. Purpose and Scope

The Board of Education is committed to providing a safe and healthy workplace for all employees and has adopted this Policy that shall be the school district's COVID-19 Plan (Plan) that includes procedures to minimize the risk of transmission of COVID-19, in accordance with Occupational Safety and Health Act of 1970 (OSHA) COVID-19 Emergency Temporary Standard (ETS) published on June 21, 2021. The ETS, 29 CFR §1910 - Subpart U, applies to all settings where any school district employee or contracted service provider provides healthcare services or health care support services. Public Employees' Occupational Safety and Health (PEOSH), the agency with jurisdiction over public employers in New Jersey, has adopted the ETS in full. However, its applicability for school districts is primarily restricted to the nurse's office and any adjoining clinical areas and not the entire school building.

The Board, administration, and the COVID-19 Safety Coordinator(s) will work collaboratively with all employees in the development, implementation, monitoring, and updating of this Plan.

1. Definitions

- a. "Employee" means any district employee or contracted service provider working in a healthcare setting where people with suspected or confirmed COVID-19 are reasonably expected to be present.

- (1) Therefore, the provisions of the ETS and this Policy only apply to employees or contracted service providers working in a nurse's office or any adjoining clinical areas.



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b. “Healthcare setting” means all settings in the school district where any employee or contracted service provider provides healthcare services or healthcare support services.

(1) Where a healthcare setting is embedded within a non-healthcare setting (i.e. school nurse’s office and any adjoining clinical areas in a school building), the ETS and this Policy only apply to the embedded healthcare setting and not to the remainder of a school building in accordance with 29 CFR §1910.502(a)(3)(i).

c. For the purpose of this Policy, additional definitions shall be those definitions listed in 29 CFR §1910.502(b).

2. The school district has multiple healthcare settings that are substantially similar; therefore; has developed and adopted this single Plan for these substantially similar healthcare settings, with site-specific considerations included in this Plan. The healthcare settings in the school district are listed in Appendix 1.

a. Any school district health care settings that are not substantially similar, the school district shall develop and adopt separate COVID-19 Plans for each healthcare setting and list them in Appendix 1.

B. Roles and Responsibilities for School District Employees

1. The school district’s goal in adopting this Policy is to prevent the transmission of COVID-19 in the school district’s healthcare settings. All staff members are responsible for supporting, complying with, and providing recommendations to further improve this Plan.

2. The Superintendent will designate a COVID-19 Safety Coordinator(s) who shall implement and monitor this Plan. The COVID-19 Safety Coordinator(s) shall have the school district’s full support in implementing and monitoring this Plan, and has authority to ensure compliance with all aspects of this Plan.



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Safety Plan For Healthcare Settings In
School Buildings – COVID-19

C. Hazard Assessment and Worker Protections

1. The Superintendent of Schools or designee will conduct a specific hazard assessment of its healthcare settings to determine potential hazards related to COVID-19.
 - a. A hazard assessment will be conducted initially and whenever changes in a healthcare setting in the school district create a new potential risk of employee exposure to COVID-19 (e.g., new work activities in the healthcare setting).
2. The Superintendent has developed and the Board has adopted this Plan that includes the procedures the school district will use to determine an employee's vaccination status as outlined in Appendix 2.
 - a. In the event the Superintendent or designee cannot or does not determine or confirm the vaccination status of an employee, the employee shall be presumed to be unvaccinated.
3. All completed hazard assessment forms and results will be attached to this Plan in Appendix 3 and will be accessible to all employees at each school district facility.
4. The school district will address the hazards identified by the assessment, and have included in this Plan the procedures to minimize the risk of transmission of COVID-19 for each employee. These procedures are included in the following Appendices:
 - a. Patient Screening and Management
 - (1) In healthcare settings in the school district where direct patient care is provided, the school district will include protocols addressing patient screening and management in Appendix 4.



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- b. Standard and Transmission-Based Precautions
 - (1) The school district will develop and implement procedures to adhere to Standard and Transmission-Based Precautions in accordance with CDC’s “Guidelines for Isolation Precautions” which are included in Appendix 5.
- 5. Personal Protective Equipment (PPE)
 - a. The school district will provide and ensure that employees wear approved facemasks or a higher level of respiratory protection.
 - b. The school district will include protocols to address PPE for healthcare settings in Appendix 6.
- 6. Physical Distancing
 - a. The school district will ensure that each employee is separated from all other people in the healthcare setting by at least six feet when indoors, unless it can be demonstrated that such physical distance is not feasible for a specific activity.
 - (1) Where maintaining six feet of physical distance is not feasible, the school district will ensure employees are as far apart from other people as possible.
 - b. Physical distancing will be implemented, along with the other provisions required by the ETS, as part of a multi-layered infection control approach for all healthcare settings.
 - c. The school district will include protocols to address physical distancing for healthcare settings in Appendix 7.



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7. Physical Barriers
 - a. The school district will install physical barriers at each fixed work location outside of direct patient care areas where each employee is not separated from all other people by at least six feet of distance and spacing cannot be increased, unless it can be demonstrated that it is not feasible to install such physical barriers.
 - b. Physical barriers will be implemented, along with the other provisions required by the ETS, as part of a multi-layered infection control approach for all healthcare settings.
 - c. The school district will include protocols to address physical barriers for healthcare settings in Appendix 8.
8. Cleaning and Disinfecting in the Healthcare Setting
 - a. The school district will implement policies and procedures for cleaning, disinfecting, and hand hygiene, along with the other provisions required by the ETS, as part of a multi-layered infection control approach for all healthcare settings.
 - b. The school district will include protocols to address cleaning and disinfecting for healthcare settings in Appendix 9.
9. Ventilation
 - a. The school district will implement procedures for each facility's heating, ventilation, and air conditioning (HVAC) system and include protocols addressing ventilation for healthcare settings in Appendix 10.
 - b. Ventilation policies and procedures will be implemented, along with the other provisions required by the ETS, as part of a multi-layered infection control approach.



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- c. The Superintendent or designee will identify the building manager, HVAC professional, or maintenance employee who can certify that the HVAC system(s) are operating in accordance with the ventilation provisions of the ETS and list the individual(s) in Appendix 10.

D. Health Screening and Medical Management

1. Health Screening

- a. “Screening” means, for the purpose of this Policy, asking questions to determine whether a person is COVID-19 positive or has symptoms of COVID-19.
- b. The school district will include protocols to address health screening for employees in Appendix 11.

2. Employee Notification to Employer of COVID-19 Illness or Symptoms

- a. The school district will include protocols to address employee notification to employer of COVID-19 illness or symptoms for employees in Appendix 11.

3. Employer Notification to Employees of COVID-19 Exposure in the Healthcare Setting

- a. The school district will include protocols to address employer notification of COVID-19 exposure to employees in Appendix 11.

4. Medical Removal from the Healthcare Setting

- a. The school district will include protocols to address medical removal from the healthcare setting for employees in Appendix 11.



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Safety Plan For Healthcare Settings In
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5. Return to Work Criteria
 - a. The school district will include protocols to address return to work criteria for employees in Appendix 11.

6. Medical Removal Protection Benefits
 - a. The school district will continue to pay employees who have been removed from the healthcare setting under the medical removal provisions of the ETS. When an employee has been removed from the healthcare setting and is not working remotely or in isolation, the school district shall pay and provide benefits in accordance with the Plan addressed in Appendix 12.

- E. Vaccinations
 1. The school district encourages employees to receive the COVID-19 vaccination as a part of a multi-layered infection control approach. The school district will support COVID-19 vaccination for each employee by providing reasonable time and paid leave to each employee for vaccination and any side effects experienced following vaccination.
 2. The school district will include protocols to address vaccination for employees in Appendix 13.

- F. Training
 1. The school district will implement policies and procedures for employee training, along with the other provisions required by the ETS, as part of a multi-layered infection control approach.
 2. The school district will include protocols to address training for employees in Appendix 14.



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G. Anti-Retaliation

1. The school district will inform each employee that employees have a right to the protections required by the ETS, and that employers are prohibited from discharging or in any manner discriminating against any employee for exercising their right to protections required by the ETS, or for engaging in actions that are required by the ETS.
2. The school district will not discharge or in any manner discriminate against any employee for exercising their right to the protections required by the ETS, or for engaging in actions that are required by the ETS.

H. Requirements Implemented at No Cost to Employees

1. The school district will comply with the provisions of ETS at no cost to its employees, with the exception of any employee self-monitoring conducted under D. above.

I. Recordkeeping

1. The school district will retain all versions of this Policy to comply with the ETS while the ETS remains in effect.
2. The school district will establish and maintain a COVID-19 log to record each instance in which an employee is COVID-19 positive, regardless of whether the instance is connected to exposure to COVID-19 at work.
 - a. The COVID-19 log will contain, for each instance, the employee's name, one form of contact information, occupation, location where the employee worked, the date of the employee's last day in the healthcare setting, the date of the positive test for, or diagnosis of, COVID-19, and the date the employee first had one or more COVID-19 symptoms, if any were experienced.



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3. The school district will record the information on the COVID-19 log within twenty-four hours of learning that the employee is COVID-19 positive.
 - a. The school district will maintain the COVID-19 log as a confidential medical record and will not disclose it except as required by the ETS or other Federal law.
 - b. The school district will maintain and preserve the COVID-19 log while the ETS remains in effect.
 4. By the end of the next business day after a request, the school district will provide, for examination and copying:
 - a. All versions of this Policy which is the written Plan for all employees;
 - b. The individual COVID-19 log entry for a particular employee to that employee and to anyone having written authorized consent of that employee; and
 - c. A version of the COVID-19 log that removes the names of employees, contact information, and occupation, and only includes, for each employee in the COVID-19 log, the location where the employee worked, the last day that the employee was in the healthcare setting before removal, the date of that employee's positive test for, or diagnosis of, COVID-19, and the date the employee first had one or more COVID-19 symptoms, if any were experienced, to all employees.
- J. Reporting
1. The school district will report to PEOSH:
 - a. Each work-related COVID-19 fatality within eight hours of the school district learning about the fatality;



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Safety Plan For Healthcare Settings In
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- b. Each work-related COVID-19 in-patient hospitalization within twenty-four hours of the school district learning about the in-patient hospitalization.

K. Monitoring Effectiveness

1. The school district and the COVID-19 Safety Coordinator(s) will work collaboratively with employees to monitor the effectiveness of this Plan so as to ensure ongoing progress and efficacy.
2. The school district will update this Policy as needed to address changes in specific COVID-19 hazards and exposures in the healthcare setting.

This Policy and its Appendices will be made available upon request.

29 CFR §1910.502

Occupational Safety and Health Administration Fact Sheet Subpart U COVID-19
Healthcare Emergency Temporary Standard

Occupational Safety and Health Administration Model Plan

Adopted: **TBD**



Appendix 1 – Identifying the Healthcare Settings in the School District:

All nurse's offices have been relocated back to their original locations. These locations are well-known to students and are properly equipped with all of the necessary equipment as well as medications.

Work-Specific COVID-19 CONSIDERATIONS

- All offices have an isolation section in the office to serve as a safe space for any symptomatic students or staff.
- Cleaning of offices occurring hourly by the nurses.
- Hand washing stations and hand sanitizers are available for all upon entering
- Posters depicting proper hand washing as well as coughing and sneezing are also displayed



Appendix 2 – Vaccination Status Plan:

In September of 2021, a Google form was sent to all staff and staff members identified their vaccination status. If staff members were vaccinated, they were required to upload their vaccination card.

Any new staff member onboarding is now required to identify his/her vaccination status. This information is kept in that staff member's secure, confidential medical file.



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Appendix 3 – Completed Hazard Forms and Results:

Please see the attached Hazard Assessment Forms and Results below:



Appendix 4 – Patient Screening and Management:

Any students exhibiting COVID-19 symptoms are isolated in the health office. Separate seating areas are provided for students waiting to be seen by the nurse. No other “visitors” are allowed into the health offices.



Appendix 5 – Standard and Transmission-Based Precautions:

- Proper mask-wearing
- Social distancing where possible
- Promotion of handwashing
- Proper sneezing and coughing practices
- Symptomatic students and staff encouraged to stay home
- Symptomatic students and staff sent home when needed



Appendix 6 – Personal Protective Equipment (PPE):

1. Given we are 20 months into this global pandemic, all of the healthcare workers in our district are properly trained with the donning and doffing of PPE.
2. None.
3. All healthcare workers have access to PPE.
4. All healthcare workers have access to PPE.



Appendix 7 – Physical Distancing:

All healthcare settings adhere to the protocol of physical distancing to the best of their ability.



Appendix 8 – Physical Barriers:

All healthcare workers/school nurses have access to either curtains or privacy screens. How these physical barriers are utilized is determined by the healthcare workers/school nurses.



Appendix 9 – Cleaning and Disinfecting:

All healthcare workers/school nurses clean and disinfect as appropriate throughout the day depending on the flow of students entering.



Appendix 10 - Ventilation:

The following individual(s) is responsible for maintaining the HVAC system(s) and can certify that it is operating in accordance with the ventilation provisions of OSHA’s COVID-19 ETS.

(e.g., Maintenance employee, HVAC service contractor(s))

<u>Name/Contact Information:</u>	<u>Location:</u>
<u>Name/Contact Information:</u>	<u>Location:</u>

[Describe additional measures to improve building ventilation in accordance with “CDC’s Ventilation Guidance”.]



Appendix 11 – Health Screening and Medical Management for Employees:

1. Self- Monitor
2. Utilize AESOP, email and notify supervisors and HR Director
3. All employees were given the appropriate number of sick days in their attendance bank.
4. Phone calls, emails and in-person conversations will be used to notify employees of an exposure to COVID-19.
5. Follow NJ DOH guidelines



Appendix 12 – Medical Removal Protection Benefits:

Employees are permitted to use sick, or personal days for illness or quarantining.



Appendix 13 – Vaccinations:

Employees are permitted to use sick or personal days for vaccinations



Appendix 14 – Training:

Given that our school nurses/healthcare workers have been working in the COVID-19 since March of 2020, they are all well versed in the proper protocols involving COVID.

1. The school district will ensure that each employee receives training, in a language and at a literacy level the employee understands, on the following topics:
 - a. COVID-19, including:
 - (1) How COVID-19 is transmitted (including pre-symptomatic and asymptomatic transmission);
 - (2) The importance of hand hygiene to reduce the risk of spreading COVID-19 infections;
 - (3) Ways to reduce the risk of spreading COVID-19 through proper covering of the nose and mouth;
 - (4) The signs and symptoms of COVID-19;
 - (5) Risk factors for severe illness; and
 - (6) When to seek medical attention.
 - b. The school district's procedures on patient screening and management;
 - c. Tasks and situations in the healthcare setting that could result in COVID-19 infection;
 - d. Healthcare setting-specific procedures to prevent the spread of COVID-19 that are applicable to the employee's duties (e.g., policies on Standard and Transmission-Based Precautions, physical distancing, physical barriers, ventilation, aerosol-generating procedures);
 - e. Employer-specific multi-employer healthcare setting agreements related to infection control policies and procedures, the use of common areas, and the use of shared equipment that affect employees at the healthcare setting;



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- f. The school district's procedures for PPE worn to comply with the ETS, including:
 - (1) When PPE is required for protection against COVID-19;
 - (2) Limitations of PPE for protection against COVID-19;
 - (3) How to properly put on, wear, and take off PPE;
 - (4) How to properly care for, store, clean, maintain, and dispose of PPE; and
 - (5) Any modifications to donning, doffing, cleaning, storage, maintenance, and disposal procedures needed to address COVID-19 when PPE is worn to address healthcare setting hazards other than COVID-19.
- g. Healthcare setting-specific procedures for cleaning and disinfection;
- h. The school district's procedures on health screening and medical management;
- i. Available sick leave policies, any COVID-19-related benefits to which the employee may be entitled under applicable Federal, State, or local laws, and other supportive policies and practices (e.g., telework, flexible hours, etc.);
- j. The identity of school district's Safety Coordinator(s) specified in this Plan; and
- k. The ETS.
 - (1) How the employee can obtain copies of the ETS and any employer-specific policies and procedures developed under the ETS, including this Policy, which is the school district's written Plan.



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2. The school district will ensure that the training is overseen or conducted by a person knowledgeable in the covered subject matter as it relates to the employee's job duties, and that the training provides an opportunity for interactive questions and answers with a person knowledgeable in the covered subject matter as it relates to the employee's job duties.

3. The school district will provide additional training whenever changes occur that affect the employee's risk of contracting COVID-19 at work (e.g., new job tasks), policies or procedures are changed, or there is an indication that the employee has not retained the necessary understanding or skill.



REGULATION

EXHIBIT #P21 – FIRST READING

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FIELD TRIPS

R 2340 FIELD TRIPS

A. Definition

A “field trip” is any journey by a group of students away from the school premises that has been duly approved in accordance with Policy No. 2340. A school sponsored trip taken by students as part of a co-curricular activity or a class trip is not a field trip and is governed instead by Regulation No. 5850.

B. Approval of Trips

1. A list of field trips considered appropriate for each grade level or subject area will be prepared cooperatively by teaching staff members and approved by the Superintendent or designee. The approved list will be reviewed annually for additions, deletions, and revisions and will be distributed to teachers as a suggested guideline. In addition, the curriculum guide for a specific course of study may include suggested field trips.
2. To ensure the equitable allocation of budgeted field trip funds, each teacher shall submit a list of proposed field trips to the Principal or designee at the beginning of the school year. The acceptance of the list does not constitute approval of any specific field trip on the list or of the number of field trips proposed by a teacher.
3. A teacher shall request approval of a specific field trip by submitting a written application to the Principal or designee no less than ten working days prior to the date of the anticipated trip. Field trip application forms are available in the school office.
4. The field trip application will include:
 - a. Proposed date of the trip (which should be checked in advance against the school calendar) and any alternate date(s);
 - b. The proposed destination and, if the destination is not generally known, its description and the reason it is selected by the teacher;
 - c. The relationship of the trip to curriculum goals and objectives;
 - d. The location of the destination and the route that will be taken to it;



- e. Transportation arrangements, the estimated cost of transportation, and the provision of safe and adequate loading and unloading areas for bus-borne students;
 - f. The time of departure and the estimated time of return to the school;
 - g. Provisions for emergency and sanitation facilities;
 - h. Admission fees and tolls, if any; and
 - i. Provisions for meals, if any are required.
5. The Principal or designee may deny a field trip request when:
- a. The application is incomplete;
 - b. The anticipated cost is excessive;
 - c. The proposed trip bears insufficient relationship to the curriculum;
 - d. The students involved will have been taken from the class for the trip and other activities for an excessive amount of time;
 - e. The trip conflicts with other scheduled events or with other demands on school buses;
 - f. The class has exceeded its equitable allocation of field trips;
 - g. The trip will occur during an exam period or immediately before the end of a marking period; or
 - h. The destination and trip activity are inappropriate choices for students of the age and maturity typical of the class.
6. A request for an overnight field trip must receive the preliminary approval of the Superintendent before it is submitted to the Board of Education for final approval.



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7. The teacher will be given written approval or denial of the teacher's request for a field trip. A denial of approval will include the reason(s) for the denial.
 8. The Board does not endorse, support or assume liability in any way for any staff member of this district who takes students on trips not approved by the Board or Superintendent in accordance with this policy, and shall not be liable for the welfare of students who travel on such trips. All literature concerning these trips shall include a statement noting the trip is not Board sponsored.
 9. Special trips, sponsored by school clubs or classes, that may occur for extended periods, including school hours, must have prior Board approval before being advertised to the students and must be paid for by the participants. Further, the Board must be notified by the Superintendent, at least two weeks prior to the trip of:
 - a. Number and names of staff members;
 - b. Number of students;
 - c. Number of school days to be missed;
 - d. Cost to students;
 - e. Cost and number of substitutes, if required;
 - f. Purpose of trip;
 - g. Names of airlines, trains or buses to be used; and
 - h. Names and locations of hotels.
- C. Planning and Preparation
1. Each teacher who plans a field trip should take the following preliminary steps:



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- a. Determine that the proposed trip is the best method available for achieving the desired learning outcomes. Consult the list of approved field trip destinations for alternatives;
 - b. Consult the school calendar for any conflicts with the projected date of the field trip and for any clusters of field trips on or about that date;
 - c. Determine whether classes can be combined in a joint field trip for maximum economy;
 - d. Gather the information necessary to fill out the field trip application form; and
 - e. Complete and submit the form.
2. If the field trip is approved, the teacher should take the following preparatory steps:
- a. Discuss the proposed trip with students, giving particular attention to:
 - (1) The purpose of the trip and its relationship to the course of study,
 - (2) What in the trip the students should give particular attention to and ask questions about,
 - (3) Any reports, note taking, sketching, or the like students should accomplish on the trip,
 - (4) The assignment of background materials and research to enhance the value of the trip, and
 - (5) Rules of conduct and expected behaviors, both at the trip destination and in transit to and from the destination.
 - b. Distribute and collect a permission slip for each student who will participate in the trip. The slip must be signed by the student's parent(s) or legal guardian(s). The slip will include notice of:



- (1) The date, departure time, and return time;
- (2) The destination and its location;
- (3) The name of the teacher in charge;
- (4) The means of transportation;
- (5) The purpose of the trip; and
- (6) The cost to students.

Signed permission slips will be filed with the teacher, who will file them until the end of the school year.

- c. Make arrangements for travel and inform the Principal or designee of those arrangements in writing no later than five days before the trip.
 - (1) District-owned buses may be reserved by telephone call to the Director of Transportation at (973) 584-6756.
 - (2) The transportation contractor's buses may be reserved.
 - (3) Private vehicle transportation may be arranged only on the express written permission of the Principal or designee, and in accordance with Policy No. 8660.
- d. Arrange with officials at the point of destination for:
 - (1) The students' admission;
 - (2) The provision of any materials that will enhance the trip;
 - (3) The services of guides, if necessary; and
 - (4) The provision of meals, if necessary.



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- e. Arrange for chaperones, who may be other teaching staff members or volunteer parent(s) or legal guardian(s), and apprise them of their responsibilities (see paragraph D below). The number of chaperones appointed will be as indicated in the following chart:

	Day	Overnight
K-1	1 chaperone per 5 students	
2-3	1 chaperone per 7 students	
4-6	1 chaperone per 9 students	1 per 6
7-8	1 chaperone per 20 students	1 per 40 12
9-12	1 chaperone per 20 students	1 per 40 12

The number of chaperones per student shall include the teacher in charge, but in no case shall there be less than two chaperones.

- f. If unfamiliar with trip destination, make a reasonable effort to visit the premises to become acquainted with points of interest, special features, potential problem areas, and the food and restroom accommodations.
- g. Notify other teachers or departments, as appropriate, of the nature of the field trip and the students involved in the trips:
- (1) To permit other teachers to plan for the absences; and
 - (2) To encourage other teachers to incorporate the field trip experience in their lesson plans.
- h. Notify the cafeteria manager, no later than two working days in advance, of the number of students who will miss lunch on the day of the field trip.
- i. Prepare a roster of students who will participate in the field trip.
- j. Make alternate educational arrangements for any students who will not participate in the field trip.
- k. Ascertain whether any student participating in the field trip will or may require medication in the course of the trip and arrange for the presence of the school nurse, a registered nurse, or the student's parent(s) or legal guardian(s) to administer the medication, except



where students are allowed to self administer medication under statutory authority. If none can be present, report the matter to the Principal who may deny the student's participation.

3. On the day of the field trip, the teacher will:
 - a. If the weather is inclement and the trip is to take place out of doors or involves transportation that might be made hazardous by the weather.
 - (1) Check with the Principal or designee who may determine to cancel or postpone the trip.
 - (2) If the trip is canceled or postponed, promptly inform chaperones.
 - b. Take attendance and deliver to the Principal or designee and the Attendance officer a roster of the students who are actually leaving on the field trip.
 - c. Ascertain that the full complement of assigned chaperones is present and prepared.
 - d. Ascertain that all students participating in the field trip have left the school by the arranged method of transportation. Only in exceptional circumstances, approved in advance by the Principal or designee, may students be delivered directly to the destination by means other than those arranged by the teacher.
 - e. Take all reasonable steps to assure that students profit educationally from the trip.
 - f. Make no change or substitutions in the trip itinerary unless an emergency has occurred (see paragraph E following).
 - g. Ascertain that all students participating in the field trip have left the destination by the arranged method of transportation. Only in exceptional circumstances, approved in advance by the Principal, or in an emergency may students be taken from the destination by means other than those arranged by the teacher.



h. If the trip will bring students back to school after the end of the school day, ascertain that the Principal will remain on the premises until the student's return or has appointed an emergency coordinator to remain on school premises. Plan to stay at the school or assign a chaperone to stay at the school until the last student has been picked up or has departed for home by his/her regular transportation.

4. Participation in approved field trips may be denied to any student who has demonstrated disregard for school rules.

D. Chaperones

1. The teacher in charge of the trip is responsible for appointing and training chaperones. Chaperones should be persons known to the teacher to be responsible, dependable, and comfortable with children of the student's age and maturity.

2. Chaperones will be assigned a specific group of students and are accountable for the welfare of those students. Students must not be left unattended; if the chaperone must briefly leave his/her assigned students, the chaperone should ask the teacher or another chaperone to take his/her place for the absence.

3. Smoking and the use of alcohol or drugs or the possession of weapons is prohibited for both students and chaperones.

4. Prior to their arrival at the destination, chaperones should inform the students in their charge of:

a. The conduct expected of them,

b. The time and place of departure, and

c. Any other information necessary to the conduct of the trip, such as meal arrangements and the location of restrooms.



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5. Chaperones should attempt to regulate student conduct. Any significant or persistent disciplinary problem should be reported to the teacher for appropriate action.

E. Emergencies

The following guidelines will be followed in the event of an emergency during a field trip.

1. An emergency on a school bus will be governed by the procedures set forth in Regulation No. 8630.
2. In the event a student is lost or missing, and all reasonable efforts to find him/her have failed, the teacher shall, no later than thirty minutes after the student is first found missing, call the Principal. If the Principal is not immediately available, the teacher shall call the Superintendent or designee for further instructions.
3. In the event of a medical emergency, the teacher shall summon first aid and/or ambulance services. Any medical emergency shall be immediately reported to the Principal. Within twenty-four hours of the trip, the teacher shall file with the Principal a full written report of the emergency and the steps taken to protect the victim's health and safety.
4. In the event of a delay that will bring students back to school later than anticipated and after the end of the school day, the teacher will, as soon as he/she can estimate the actual time of arrival, call the Principal or a person designated by the Principal to remain at the school as emergency coordinator. The Principal or emergency coordinator will:
 - a. Inform parent(s) or legal guardian(s) of the delay by telephone;
 - b. Make the school facilities available to waiting parents or legal guardians;
 - c. Remain at the telephone to answer incoming calls; and
 - d. Confer with the teacher to be certain all students have been safely dispatched.



F. Overnight Trips

1. A field trip that will remove students from the district overnight must be specifically approved by the Board. The request and approval procedures outlined in paragraph B6 above must be followed.
2. All of the provisions of this regulation are applicable to overnight field trips.
3. Students and their parent(s) or legal guardian(s) may be required, as a condition of their participation in the trip, to attend a meeting at which they will be informed of the:
 - a. Purpose of the trip;
 - b. The particulars of the trip such as itinerary, departure and return times, duration, overnight accommodations, and points of interest;
 - c. Rules of conduct and behavior expectations, both on the trip and at the destination;
 - d. Need, if any, for special clothing, supplies, apparatus, or equipment; and
 - e. Costs, if any, of the trip.

4.If there are twenty or more students attending an overnight trip, an administrator will also accompany as a chaperone.

G. Follow-up and Evaluation

1. The teacher in charge of the field trip should express his/her appreciation to:
 - a. The chaperones, both lay and professional;
 - b. The officials and guides at the destination; and
 - c. Any other persons or representatives who assisted in the conduct of the trip.



2. The teacher in charge should incorporate the field trip experience into student's learning by:
 - a. Conducting a discussion and a critical evaluation of the experience;
 - b. Encouraging creative projects on themes experienced on the field trip;
 - c. Testing students on information gained and attitudes formed; and/or
 - d. Assigning students written reports or presentations on the experience.

3. The teacher will assist the Principal in a critical evaluation of the trip by filing a written report of the trip that includes its benefits and drawbacks. The report should address these questions, as appropriate to the trip:
 - a. Was the destination the best choice for the teaching purpose served?
 - b. Were there sufficient materials available to students as background for the trip?
 - c. Did the trip experiences encourage new understandings, impart new knowledge, or stimulate students to new activity?
 - d. Did the trip experience relate to other school learning experiences?
 - e. Did the trip impart accurate information and a truthful picture?
 - f. Were the students exposed to any hazard to their physical or emotional well-being?
 - g. Was the trip worth the time and expense?
 - h. Were there any serious problems with student conduct and management?



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- i. To what extent, if any, did the trip generate cooperation and a positive relationship between the school and the community?

Issued: 14 October 2013

Revised: **TBD**



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EXHIBIT #P22 – FIRST READING

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2425 EMERGENCY VIRTUAL OR REMOTE
INSTRUCTION PROGRAM

The Board of Education is committed to providing a high quality educational program, virtually or remotely, in the event a school or the schools of the district are required to close for more than three consecutive school days due to a declared state of emergency, declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure. The district’s virtual or remote program of instruction shall be in accordance with N.J.S.A. 18A:7F-9.

In the event the school district is required to close a school or the schools of the district for more than three consecutive school days due to a declared state of emergency, declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure, the Commissioner of Education shall allow the district to apply to the 180-day requirement established pursuant to N.J.S.A. 18A:7F-9, one or more days of virtual or remote instruction provided to students on the day or days the schools of the district were closed if the program of virtual or remote instruction meets such criteria as may be established by the Commissioner Education.

The Superintendent of Schools shall submit, with Board approval, the school district’s program of virtual or remote instruction to the Commissioner of Education by no later than October 29, 2021 and annually thereafter.

A day of virtual or remote instruction, if instituted under the district’s Commissioner of Education’s approved program of virtual or remote instruction, shall be considered the equivalent of a full day of school attendance for the purposes of meeting State and local graduation requirements, the awarding of course credit, and other such matters as determined by the Commissioner of Education.

Any district program of virtual or remote instruction implemented for the general education students shall provide the same educational opportunities to students with disabilities. Special education and related services, including speech language services, counseling services, physical therapy, occupational therapy,



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and behavioral services, may be delivered to students with disabilities through the use of electronic communication or a virtual or online platform and as required by the student's Individualized Education Program (IEP), to the greatest extent practicable.

In the event the State or local health department determines it is advisable to close or mandates closure of the schools of the district due to a declared state of emergency, declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure, the Superintendent shall have the authority to implement the school district's program of virtual or remote instruction. The Superintendent shall consult with the Board prior to such decision, if practicable. The Superintendent shall ensure that students, parents, staff, and the Board are informed promptly of the Superintendent's decision.

Nothing in N.J.S.A. 18A:7F-9 and this Policy shall be construed to limit, supersede or preempt rights, privileges, compensation, remedies, and procedures afforded to public employees or a collective bargaining unit under Federal or State law or any provision of a collective bargaining agreement entered into by the school district.

In the event of the closure of a school or the schools of the district due to a declared state of emergency, declared public health emergency, or a directive by the appropriate health agency or officer to institute a public health-related closure for a period longer than three consecutive school days:

1. District employees shall be entitled to compensation, benefits, and emoluments pursuant to the provisions of N.J.S.A. 18A:7F-9.e.(1) and (2).
2. The district shall continue to make payments of benefits, compensation, and emoluments pursuant to the terms of a contract with a contracted service provider in effect on the date of the closure as if the services for such benefits, compensation, and emoluments had been provided, and as if the school facilities had remained open pursuant to the provisions of N.J.S.A. 18A:7F-9.e.(3).



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- 3. The district shall be obligated to make payments for benefits, compensation, and emoluments and all payments required pursuant to N.J.S.A. 18A:6-51 et seq., to an educational services commission, county special services school district, and a jointure commission, and under any shared services agreement and cooperative contract entered into with any other public entity pursuant to the provisions of N.J.S.A. 18A:7F-9.e.(4).
- 4. An educational services commission, county special services school district, and a jointure commission shall continue to make payments of benefits, compensation, and emoluments pursuant to the terms of a contract with a contracted service provider or a shared services agreement in effect on the date of the closure as if the services for such benefits, compensation, and emoluments had been provided, and as if the school facilities had remained open pursuant to the provisions of N.J.S.A. 18A:7F-9.e.(4).

The provisions of N.J.S.A. 18A:7F-9.e.(1) through (4) shall not apply to any employee whose weekly hours of work are reduced, and to whom unemployment benefits are provided, pursuant to a shared work program approved pursuant to the provisions of N.J.S.A. 43:21-20.3 et seq. A contracted service provider, educational services commission, county special services school district, or jointure commission shall notify the district with which it has entered into a contract to provide services of its intent to reduce the hours of work of its employees pursuant to a shared work program approved pursuant to the provisions of N.J.S.A. 43:21-20.3 et seq.

- 1. Notwithstanding the provisions of N.J.S.A. 18A:7F-9.e.(3), if a contracted service provider reduces the amount that it pays to its employees providing services to a school district, and that reduction is the result of a reduction of workhours of those employees made pursuant to a shared work program approved pursuant to the provisions of N.J.S.A. 43:21-20.3 et seq., then the amount paid by the district to the contracted service provider shall be reduced by the same amount.



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- 2. Notwithstanding the provisions of N.J.S.A. 18A:7F-9.e.(4), if an educational services commission, county special services school district, or jointure commission reduces the amount that it pays to its employees providing services to a school district, and that reduction is the result of a reduction of workhours of those employees made pursuant to a shared work program approved pursuant to the provisions of N.J.S.A. 43:21-20.3 et seq., then the amount paid by the district to the educational services commission, county special services school district, or jointure commission shall be reduced by the same amount.

This Policy may be revised as necessary by the Superintendent in accordance with N.J.S.A. 18A:7F-9. The school district’s emergency virtual or remote instruction program shall be available on the school district’s website.

N.J.S.A. 18A:7F-9

Adopted: TBD



5751 SEXUAL HARASSMENT OF STUDENTS (M)

M

The Board of Education will not tolerate sexual harassment of students by school employees, other students, or third parties. Sexual harassment of students is a form of prohibited sex discrimination. In accordance with Title IX of the Education Amendments of 1972 and the Code of Federal Regulations (CFR), 34 CFR §106, the school district adopts this Policy and implement practices to in School district staff will investigate and resolve allegations of sexual harassment of students engaged in by school employees, other students (peers), or third parties contracted by or otherwise associated with school-sponsored activities and/or operations pursuant to 34 CFR §106(c). In addition, reports of sexual harassment shall also be investigated in accordance with the requirements of New Jersey’s Anti-Bullying Bill of Rights Act and Policy 5512.

For the purposes of Policy 5751 and in accordance with 34 CFR §106:

1. “Sexual harassment” (34 CFR §106.30(a)) means conduct on the basis of sex that satisfies one or more of the following:
 - a. An employee of the school district conditioning the provision of an aid, benefit, or service of the school district on a student’s participation in unwelcome sexual conduct;
 - b. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the school district’s education program or activity; or
 - c. “Sexual assault” as defined in 20 U.S.C. §1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. §12291(a)(10), “domestic violence” as defined in 34 U.S.C. §12291(a)(8), or “stalking” as defined in 34 U.S.C. §12291(a)(30).

Sexual harassment may take place electronically or on an online platform used by the school, including, but not limited to, computer and internet networks; digital platforms; and computer hardware or software owned or operated by, or used in the operations of the school.

In accordance with 34 CFR §106.8(a), any person may report sex discrimination, including sexual harassment using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report.



SEXUAL HARASSMENT OF STUDENTS (M)

A school district with “actual knowledge” of sexual harassment in the educational program or activity of the school district against a student, must respond promptly in a manner that is not “deliberately indifferent”.

Any school employee who receives a complaint of sexual harassment or is aware of behavior that could constitute sexual harassment is required to report that information to the Title IX Coordinator in accordance with the provisions of 34 CFR §106.8(a) and B.1. of Regulation 5751. The district must report any potential child abuse in accordance with N.J.S.A. 18A:36-24; N.J.S.A. 18A:36-25; N.J.A.C. 6A:16-11.1; and Policy and Regulation 8462.

The Title IX Coordinator shall notify persons entitled to a notification pursuant to 34 CFR §106.8(a)(1) that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX and Policy and Regulation 5751 not to discriminate in such a manner in accordance with 34 CFR §106.8(b)(1).

The Title IX Coordinator shall prominently display the contact information required to be listed for the Title IX Coordinator pursuant to 34 CFR §106.8(b)(2)(i) on the school district’s website and in each handbook or catalog the school district makes available to persons entitled to a notification in accordance with 34 CFR §106.8(a). Policy and Regulation 5751 shall be prominently displayed on the district’s website and accessible to anyone.

Supportive measures shall be available to the Complainant, Respondent, and as appropriate, witnesses or other impacted individuals.

The school district shall use the grievance process outlined in 34 CFR §106.45 and Regulation 5751 to address formal complaints of sexual harassment. The school district shall offer both parties an appeal process as outlined in 34 CFR §106.45 and Regulation 5751 from a determination regarding responsibility for sexual harassment and from the Title IX Coordinator’s dismissal of a formal complaint or any allegations of sexual harassment.

The Title IX Coordinator shall be responsible for effective implementation of any remedies in accordance with 34 CFR §106.45(b)(7)(iv). The appropriate school official designated by the Superintendent, after consultation with the Title IX Coordinator, will determine sanctions imposed and remedies provided, if any.



SEXUAL HARASSMENT OF STUDENTS (M)

Consistent with the laws of New Jersey a student's parent must be permitted to exercise the rights granted to their child under this Policy, whether such rights involve requesting supportive measures, filing a formal complaint, or participating in a grievance process.

The Superintendent or designee shall ensure that Title IX Coordinators, investigators, decision-makers, appeal officer, and any person who facilitates an informal resolution process, receive training in accordance with 34 CFR §106.45(b)(1)(iii).

The school district or any employee of the school district shall not intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or Policy 5751, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this Policy, in accordance with 34 CFR §106.71(a).

For each school district response to sexual harassment required under 34 CFR §106.44, the school district shall create and maintain for a period of seven years, records in accordance with 34 CFR §106.45(b)(10).

The Superintendent or designee shall consult with the Board Attorney to ensure the school district's response to allegations of sexual harassment and the school district's grievance process are in accordance with 34 CFR §106.44 and 34 CFR §106.45.

Any time a report is made to the Title IX Coordinator or formal complaint is filed pursuant to this Policy and in accordance with 34 CFR §106, the Title IX Coordinator shall forward the report or complaint to the Principal of the school building attended by the alleged victim for the Principal to follow the requirements of New Jersey's Anti-Bullying Bill of Rights Act and Policy 5512.

34 CFR §106

United States Department of Education, Office for Civil Rights – Questions and Answers on the Title IX Regulations on Sexual Harassment (July 20, 2021)

~~The Board shall establish a grievance procedure through which school district staff and/or students can report alleged sexual discrimination, including sexual harassment which may include quid pro quo harassment and hostile environment.~~



Definitions:

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1. ~~Quid pro quo harassment occurs when a school employee explicitly or implicitly conditions a student's participation in an educational program or activity or bases an educational decision on the student's submission to unwelcomed sexual advances, requests for sexual favors, or other favors, or other verbal, nonverbal, or physical conduct of a sexual nature. Quid Pro Quo Harassment is equally unlawful whether the student resists and suffers the threatened harm or submits and thus avoids the threatened harm.~~

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2. ~~Hostile environment sexual harassment is sexually harassing conduct (which can include unwelcomed sexual advances, requests for sexual favors, or other favors, or other verbal, nonverbal, or physical conduct of a sexual nature) by an employee, by another student, or by a third party that is sufficiently severe, persistent, or pervasive to limit a student's ability to participate in or benefit from an educational program or activity, or to create a hostile or abusive educational environment.~~

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~~This Policy protects any "person" from sex discrimination; accordingly both male and female students are protected from sexual harassment engaged in by school district employees, other students, or third parties. Sexual harassment, regardless of the gender of the harasser, even if the harasser and the student being harassed are members of the same gender is prohibited. Harassing conduct of a sexual nature directed toward any student, regardless of the student's sexual orientation, may create a sexually hostile environment and therefore constitute sexual harassment. Nonsexual touching or other nonsexual conduct does not constitute sexual harassment.~~

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~~The regulation and grievance procedure shall provide a mechanism for discovering sexual harassment as early as possible and for effectively correcting problems.~~

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~~The Superintendent, or designee, will take steps to avoid any further sexual harassment and to prevent any retaliation against the student who made the complaint, was the subject of the harassment, or against those who provided the information or were witnesses. The school district staff can learn of sexual harassment through notice and any other means such as from a witness to an incident, an anonymous letter or telephone call.~~

-

~~This policy and regulation on sexual harassment of students shall be published and distributed to students and employees to ensure all students and employees understand the nature of sexual harassment and that the Board will not tolerate it. The Board shall provide training for all staff and age appropriate classroom information for students to~~



SEXUAL HARASSMENT **OF STUDENTS** (M)

~~ensure the staff and the students understand what type of conduct can cause sexual harassment and that the staff know the school district policy and regulation on how to respond.~~

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~~In cases of alleged harassment, the protections of the First Amendment must be considered if issues of speech or expression are involved. Free speech rights apply in the classroom and in all other programs in the public schools. The Superintendent, or designee, will formulate, interpret, and apply the policy so as to protect free speech rights of staff, students and third parties.~~

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~~In addition, if the Board accepts Federal funds, the Board shall be bound by Title IX of the Education Amendments of 1972 prohibiting sexual harassment of students. Title IX applies to all public school districts that receive Federal funds and protects students in connection with all the academic, educational, extra-curricular, athletic, and other programs of the school district, whether they take place in the school facilities, on the school bus, at a class or training program sponsored by the school in a school building or at another location.~~

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~~United States Department of Education – Office of Civil Rights Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties (1997)~~

Adopted: 14 October 2013

Revised: **TBD**



REGULATION

EXHIBIT #P24 – FIRST READING

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R 5751 SEXUAL HARASSMENT OF STUDENTS (M)

M

~~Sexual harassment of students is prohibited by the Board of Education. The Superintendent and school district staff will use the following methods to investigate and resolve allegations of sexual harassment of students engaged in by school employees, other students (peers), or third parties.~~

~~A. Definitions~~

~~1. Quid Pro Quo Harassment — When a school employee explicitly or implicitly conditions a student’s participation in an educational program or activity or bases an educational decision on the student’s submission to unwelcomed sexual advances, requests for sexual favors, or other favors, or other verbal, nonverbal, or physical conduct of a sexual nature. Quid Pro Quo Harassment is equally unlawful whether the student resists and suffers the threatened harm or submits and thus avoids the threatened harm.~~

~~2. Hostile Environment Sexual Harassment — Sexual harassing conduct (which can include unwelcomed sexual advances, requests for sexual favors, or other favors, or other verbal, nonverbal, or physical conduct of a sexual nature) by an employee, by another student, or by a third party that is sufficiently severe, persistent, or pervasive to limit a student’s ability to participate in or benefit from an educational program or activity, or to create a hostile or abusive educational environment.~~

~~3. Notice — The school district has notice if it actually “knew, or in the exercise of reasonable care, should have known” about the harassment. If an agent or responsible employee of the school district received notice, the school district is deemed to have notice. The school district may receive notice in many different ways:~~

~~a. A student may have filed a grievance or complained to a teacher about fellow students harassing him/her.~~

~~b. A student, parent, or other student may have contacted other appropriate school personnel.~~



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ROXBURY TOWNSHIP BOARD OF EDUCATION

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- ~~e. — An agent or a responsible employee of the school district may have witnessed the harassment.~~
- ~~d. — The school district may obtain information in an indirect manner such as staff, community members, newspapers, etc.~~
- ~~4. — Constructive Notice — A school district will be in violation if the school district has “constructive notice” of a sexually hostile environment and fails to take immediate and appropriate corrective action. Constructive notice exists if the school district “should have” known about the harassment and if the school district would have found out about the harassment through a “reasonable diligent inquiry.”~~
- ~~5. — Gender-based Harassment — Gender-based harassment that includes acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on gender, but not involving conduct of a sexual nature, may be a form of sex discrimination if it is sufficiently severe, persistent, or pervasive and directed at individuals because of their gender.~~
- ~~6. — Title IX of the Education Amendments of 1972 — Title IX applies to all public school districts that receive Federal funds and protects students in connection with all the academic, educational, extra-curricular, athletic, and other programs of the school district, whether they take place in the school facilities, on the school bus, at a class or training program sponsored by the school at another location, or elsewhere. Title IX protects any “person” from sex discrimination; accordingly both male and female students are protected from sexual harassment engaged in by school district employees, other students, or third parties. Title IX prohibits sexual harassment regardless of the gender of the harasser even if the harasser and the student being harassed are members of the same gender. Although Title IX does not specifically prohibit discrimination on the basis of sexual orientation, sexual harassment directed at gay or lesbian students may constitute sexual harassment as prohibited by Title IX. Harassing conduct of a sexual nature directed toward gay or lesbian students may create a sexually hostile environment and therefore be prohibited under Title IX.~~
- ~~7. — Grievance Procedure — The grievance procedure provides for prompt and equitable resolution of discrimination complaints, including complaints of sexual harassment. The grievance procedure provides the school district~~



~~with a mechanism for discovering sexual harassment as early as possible and for effectively correcting problems.~~

- ~~8. Office Of Civil Rights (OCR) — The OCR of the United States Department of Education has Federal government’s enforcement authority of Title IX.~~
- ~~9. Unwelcomeness — In order to be actionable as harassment, sexual conduct must be unwelcomed. Conduct is unwelcomed if the student did not request or invite it and “regarded the conduct as undesirable or offensive.” The school district will be concerned about the issue of welcomeness if the harasser is in a position of authority.~~
- ~~10. Acquiescence — Acquiescence in the conduct or the failure to complain does not always mean the conduct was welcome. The fact that a student may have accepted the conduct does not mean that he/she welcomed it. The fact that a student willingly participated in conduct on one occasion does not prevent him/her from indicating that the same conduct has become unwelcome on a subsequent occasion. On the other hand, if a student actively participates in sexual banter and discussions and gives no indication he/she objects, then the evidence generally will not support a conclusion that the conduct was unwelcomed.~~
- ~~11. Sufficiently Severe, Persistent, or Pervasive Conduct — In determining whether conduct is sufficiently severe, persistent, or pervasive, the conduct should be considered from a subjective and objective perspective. In making this determination, all relevant circumstances should be considered:~~
 - ~~a. The degree to which the conduct affected one or more students’ behavior. The conduct must have limited a student’s ability to participate in or benefit from his/her education or altered the conditions of the students educational environment.~~
 - ~~b. The type, frequency, and duration of the conduct.~~
 - ~~c. The identity of and relationship between the alleged harasser and the subject or subjects of the harassment.~~
 - ~~d. The number of individuals involved.~~



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- e. ~~The age and gender of the alleged harasser and the subject or subjects of the harassment.~~
- f. ~~The size of the school, location of the incidents, and context in which they occurred.~~
- g. ~~Other incidents at the school.~~
- h. ~~Incidents of gender-based, but non-sexual harassment.~~

B. ~~Grievance Procedure~~

~~The following Grievance Procedure shall be used for an allegation(s) of Harassment of Students by School Employees, Other Students, or Third Parties:~~

1. ~~Reporting of Sexual Harassment Conduct~~

- a. ~~Any person with any information regarding actual and/or potential sexual harassment of a student by any school employee, other students, or third parties must report the information to the school Building Principal, their immediate supervisor or the Affirmative Action Officer.~~

(1) ~~If the Building Principal deems it appropriate, he/she may immediately notify the parent(s) or legal guardian(s) of the alleged harasser(s) or alleged victim(s) upon receipt of any information prior to notifying the Affirmative Action Officer.~~

(2) ~~The Building Principal will not disclose the name(s) of the alleged harasser(s) or alleged victim(s) to the other party.~~

- b. ~~The school district can learn of sexual harassment through other means such as from a witness to an incident, an anonymous letter or telephone call.~~

- e. ~~Nothing in the Policy and Regulation on Student Sexual Harassment shall preclude the Building Principal, or designee, from complying with the provisions of Policy No. 5600—Student~~



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~~Discipline in order to maintain the health, safety and welfare of staff and/or students.~~

- ~~d. — A report from the school Building Principal or an immediate supervisor will be forwarded to the school district Affirmative Action Officer within one working day, even if the school Building Principal or immediate supervisor feels sexual harassment conduct was not present.~~
- ~~e. — Upon receipt of an allegation and/or report, the Affirmative Action Officer shall immediately notify the parent(s) or legal guardian(s) of any alleged harasser(s) and victim(s) for which a report has been filed even if the Building Principal has previously notified the parent(s) or legal guardian(s).~~
- ~~f. — The Affirmative Action Officer shall notify the parent(s) or legal guardian(s) of all involved students and any other involved individuals of the process to be followed in investigating a report or complaint.~~

~~2. — Affirmative Action Officer's Investigation~~

- ~~a. — Upon receipt of any report of potential sexual harassment conduct, the Affirmative Action Officer will begin an immediate investigation. The Affirmative Action Officer will promptly investigate all alleged complaints of sexual harassment, whether or not a formal grievance is filed and steps will be taken to resolve the situation, if needed. This investigation will be prompt, thorough, and impartial. The investigation will be completed no more than ten working days after receiving notice.~~
- ~~b. — When a student or the parent(s) or legal guardian(s) of a student provides information or complains about sexual harassment of the student, the Affirmative Action Officer will initially discuss what actions the student or parent(s) or legal guardian(s) is seeking in response to the harassment.~~
- ~~c. — The Affirmative Action Officer's investigation may include, but is not limited to, interviews with all persons with potential knowledge of the alleged conduct, interviews with any students~~



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~~who may have been sexually harassed by any school employee, other students, or third parties and any other reasonable methods to determine if sexual harassment conduct existed.~~

- ~~d. The Affirmative Action Officer will request, if relevant to an investigation, the parent(s) or legal guardian(s) of any student involved in the investigation to assist in the investigation to determine if sexual harassment conduct exist(ed).~~
- ~~e. The Affirmative Action Officer will provide a copy of the Board Policy and Regulation to all persons who are interviewed with potential knowledge and to any other person the Affirmative Action Officer feels would be served by a copy of such documents.~~
- ~~f. The Affirmative Action Officer will explain the avenues for formal and informal action, including a description of the grievance procedure that is available for sexual harassment complaints and an explanation on how the procedure works.~~
- ~~g. Any person interviewed by the Affirmative Action Officer may be provided an opportunity to present witnesses and other evidence.~~
- ~~h. The Affirmative Action Officer and/or Superintendent may contact law enforcement agencies if there is potential criminal conduct by any party.~~
- ~~i. The school district administrators may take interim measures during an Affirmative Action Officer's investigation of a complaint in order to alleviate any conditions which prohibits the student from assisting in the investigation.~~
- ~~j. If elementary or middle school students are involved, it may become necessary to determine the degree to which they are able to recognize that certain sexual conduct is conduct to which they can or should reasonably object and the degree to which they can articulate an objection. The Affirmative Action Officer will consider the age of the student, the nature of the conduct involved, and other relevant factors in determining whether a student had the capacity to welcome sexual conduct.~~



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~~k. The Affirmative Action Officer will consider particular issues of welcomeness if the alleged harassment relates to alleged "consensual" sexual relationships between a school employee and a student.~~

~~(1) If elementary or middle school (grades K-8) students are involved, welcomeness will not be an issue. Sexual conduct between a school employee and an elementary student will not be viewed as consensual.~~

~~(2) If secondary (grades 9-12) students are involved, there is a strong presumption that sexual conduct between a school employee and a secondary student is not consensual.~~

~~(3) In cases involving older secondary and post-secondary students and older secondary and post-secondary special education students, the Affirmative Action Officer will consider the following to determine whether a school employee's sexual advances or other sexual conduct could be considered welcome:~~

~~(a) The nature of the conduct and the relationship of the school employee to the student, including the degree of influence, authority, or control the employee has over the student.~~

~~(b) Whether the student was legally or practically unable to consent to the sexual conduct in question.~~

~~l. If there is a dispute about whether harassment occurred or whether it was welcome (in a case which it is appropriate to consider whether the conduct could be welcome) determinations should be based on the totality of the circumstances. The following types of information may be helpful in resolving the dispute:~~

~~(1) Statements made by any witnesses to the alleged incident.~~

~~(2) Evidence about the relative credibility of the alleged harassed student and the alleged harasser.~~



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- ~~(3) — Evidence that the alleged harasser has been found to have harassed others may support the credibility of the student claiming harassment.~~
 - ~~(4) — Evidence of the allegedly harassed student's reaction or behavior after the alleged harassment.~~
 - ~~(5) — Evidence about whether the student claiming harassment filed a complaint or took other action to protest the conduct soon after the alleged incident occurred.~~
 - ~~(6) — Other contemporaneous evidence such as did the student write about the conduct and his/her reaction to it soon after it happened in diary or letter and/or tell friends or relatives.~~
- ~~m. — The scope of a reasonable response also may depend upon whether a student, or parent(s) or legal guardian(s) reporting harassment asks that the student's name not be disclosed to the harasser or that nothing be done about the harassment. The Affirmative Action Officer:~~
- ~~(1) — Will provide an overview of harassment policy [and Title IX if applicable] to the student, parent(s) or legal guardian(s) guardian which shall include the prohibition of retaliation. In the event the student, parent(s) or legal guardian(s) request the student's name remain confidential, the Affirmative Action Officer will inform the student, parent(s) or legal guardian(s) that the request may limit the school district's ability to respond.~~
 - ~~(2) — Will evaluate the confidentiality request in the context of its responsibility to provide a safe and nondiscriminatory environment for all students. The factors to be considered shall be the seriousness of the alleged harassment, the age of the student harassed, whether there have been any other complaints or reports against the alleged harasser. And the rights of the accused individual to receive information about the accuser and the allegations if a formal proceeding with sanctions may result.~~



~~(3) May use other means available to address the harassment. Steps that may be taken to limit the effects of the alleged harassment and prevent its reoccurrence without initiating a formal complaint and revealing the identity of the complainant. These steps may require sexual harassment training at the site where the problem occurred, taking a student survey concerning any harassment problems that may exist, or other systematic measures where the alleged harassment occurred.~~

~~(4) By conducting a limited investigation without revealing the name of the student sexually harassed, may be able to learn about or confirm a pattern of harassment based on claims of different students that were harassed by the same individual. The Affirmative Action Officer may place an individual on notice of allegation of harassing behavior and counsel appropriately without revealing, even indirectly, the identity of the student who notified the school district.~~

~~3. Investigation Results~~

~~a. Upon the conclusion of the investigation, but not later than ten working days after reported, the Affirmative Action Officer will prepare a summary of findings to the parties. At the least this shall include the person(s) providing notice to the school district and the student(s) who were alleged to be sexually harassed.~~

~~b. The Affirmative Action Officer shall make a determination whether sexual harassment conduct was present.~~

~~c. If the Affirmative Action Officer concludes sexual harassment conduct was not, or is not present, the investigation is concluded.~~

~~d. If the Affirmative Action Officer determines that sexual harassment has occurred, the school district administrators and staff shall take reasonable, age-appropriate, and effective corrective action, including steps tailored to the specific situation. Appropriate steps will be taken to end the harassment such as counseling, warning, and/or disciplinary action, as specified in student and/or staff discipline policies and regulations. The steps will be based on the~~



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~~severity of the harassment or any record of prior incidents or both. A series of escalating consequences may be necessary if the initial steps are ineffective in stopping the harassment.~~

- ~~e. In the event the Affirmative Action Officer determines a hostile environment exists, the school district administrators and staff shall take steps to eliminate the hostile environment. The school district administrators may need to deliver special training or other interventions to repair the educational environment. Other measures may include directing the harasser to apologize to the harassed student, dissemination of information, distribution of new policy statements or other steps to communicate the message that the Board does not tolerate harassment and will be responsive to any student that reports such conduct.~~
 - ~~f. In some situations, the school district administrators may need to provide other services to the student that was harassed if necessary to address the effects of the harassment on that student. Depending on the type of harassment found, these additional services may include an independent re-assessment of the harassed student's work, re-taking a course with a different instructor, tutoring and/or other measures that are appropriate to the situation.~~
 - ~~g. The school district administrators will take steps to avoid any further sexual harassment and to prevent any retaliation against the student who made the complaint, was the subject of the harassment, or against those who provided the information or were witnesses. The Affirmative Action Officer will inform the sexually harassed student and his/her parent how to report any subsequent problems and make follow-up inquiries to see if there has been any new incidents or retaliation.~~
 - ~~h. All sexual harassment grievances and accompanied investigation notes will be maintained in a confidential file by the Affirmative Action Officer.~~
- ~~4. Affirmative Action Officer's Investigation Appeal Process~~
- ~~a. Any person found by the Affirmative Action Officer's investigation to be guilty of sexual harassment conduct, or any student who~~



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~~believes they were sexually harassed but not supported by the Affirmative Action Officer's investigation, may appeal to the Superintendent. The Superintendent will make his/her determination within ten working days of receiving the appeal.~~

- ~~b. Any person who is not satisfied with the Superintendent's determination may appeal to the Board. The Board will make its determination within forty five calendar days of receiving an appeal from the Superintendent's determination.~~

~~C. Office Of Civil Rights (OCR) Case Resolution~~

~~Parents or students not satisfied with the resolution of an allegation of sexual harassment by the school district officials or the Board may request the Office of Civil Rights (OCR) of the United States Department of Education to investigate the allegations.~~

- ~~1. Any alleged victim of sexual harassment may appeal a decision of the Affirmative Action Officer, Superintendent, or the Board to the Office of Civil Rights (OCR).~~
- ~~2. Any person may report an allegation of sexual harassment to the OCR at any time. If the OCR is asked to investigate or otherwise resolve incidents of sexual harassment of students, including incidents caused by employees, other students, or third parties, OCR will consider whether:~~
 - ~~a. The school district has a policy prohibiting sex discrimination under Title IX and an effective Title IX grievance procedure;~~
 - ~~b. The school district appropriately investigated or otherwise responded to allegations of sexual harassment; and~~
 - ~~c. The school district has taken immediate and appropriate corrective action responsive to Quid Pro Quo or Hostile Environment Harassment.~~
- ~~3. If the school district officials have taken the steps described in 2 above, the OCR will consider the case against the school district resolved and take no further action other than monitoring compliance with any agreement between the school district and the OCR. This shall apply in cases in~~



~~which the school district was in violation of Title IX, as well as those in which there has been no violation of Title IX.~~

The Board of Education will not tolerate sexual harassment of students by school employees, other students, or third parties. The school district shall investigate and resolve allegations of sexual harassment of students engaged in by school employees, other students, or third parties pursuant to 34 CFR §106.3(c) and Policy and Regulation 5751. In addition, reports of sexual harassment shall also be investigated in accordance with the requirements of New Jersey's Anti-Bullying Bill of Rights Act and Policy 5512.

A. Definitions

1. For the purpose of Policy and Regulation 5751 and in accordance with 34 CFR §106:

a. "Sexual harassment" (34 CFR §106.30(a)) means conduct on the basis of sex that satisfies one or more of the following:

(1) An employee of the school district conditioning the provision of an aid, benefit, or service of the school district on a student's participation in unwelcome sexual conduct;

(2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the school district's education program or activity; or

(3) "Sexual assault" as defined in 20 U.S.C. §1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. §12291(a)(10), "domestic violence" as defined in 34 U.S.C. §12291(a)(8), or "stalking" as defined in 34 U.S.C. §12291(a)(30).

b. "Complainant" (34 CFR §106.30(a)) means a student currently enrolled who is alleged to be the Complainant of conduct that could constitute sexual harassment.



- (1) A parent may act on behalf of the Complainant in accordance with State law, court orders, child custody arrangements, or other sources granting legal rights to parents.
 - (2) A parent has a legal right to act on a Complainant's behalf, this right applies throughout all aspects of the Title IX matter, including throughout the grievance process.
- c. "Decision-maker" (34 CFR §106.45(b)(7)) means a staff member(s) who is not the Title IX Coordinator or the school staff member who conducted the investigation, designated by the Superintendent of Schools, to objectively evaluate the relative evidence and reach conclusions about whether the Respondent is responsible for the alleged sexual harassment in accordance with the provisions of 34 CFR. §106.
- d. "Education program or activity" (34 CFR §106.44(a)) includes locations, events, or circumstances over which the school district exercises substantial control over both the Respondent and the context in which the sexual harassment occurs.
- e. "Formal complaint" (34 CFR §106.30(a)) means a document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the school district investigate the allegation of sexual harassment. As used in this definition paragraph, the phrase "document filed by a Complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the school district) that contains the Complainant's physical or digital signature, or otherwise indicates that the Complainant is the person filing the formal complaint.
- f. "Investigator" (34 CFR §106.45(b)(5)) means a staff member or staff members who may be the Title IX



Coordinator and who is not a decision-maker, designated by the Superintendent of Schools, to investigate alleged sexual harassment in accordance with 34 CFR §106. The investigator may be the school district's Affirmative Action Officer only if the Affirmative Action Officer is not the decision-maker.

g. "Program or activity" and "program" (34 CFR §106.2(h)(2)(ii)) means all of the operations of a local educational agency (as defined in 20 U.S.C. §8801), system of vocational education, or other school system.

h. "Respondent" (34 CFR §106.30(a)) means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

(1) A parent may act on behalf of the Respondent in accordance with State law, court orders, child custody arrangements, or other sources granting legal rights to parents.

(2) If a parent has a legal right to act on a Respondent's behalf, this right applies throughout all aspects of the Title IX matter, including throughout the grievance process.

i. "Title IX Coordinator" (34 CFR §106.8(a)) means an individual designated and approved by the Board to coordinate its efforts to comply with its responsibilities under 34 CFR §106 and this Policy. The individual must be referred to as the "Title IX Coordinator" and may also be the investigator but cannot be the decision-maker.

B. Reporting and Notification Requirements

1. Sexual harassment may take place electronically or on an online platform used by the school, including, but not limited to, computer and internet networks; digital platforms; and computer hardware or software owned or operated by, or used in the operations of the school.



2. In accordance with 34 CFR §106.8(a), any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.
 - a. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address listed for the Title IX Coordinator.
3. A school district with "actual knowledge" of sexual harassment in the educational program or activity of the school district against a student, must respond promptly in a manner that is not "deliberately indifferent".
 - a. The school district has "actual knowledge" when an employee receives a complaint of sexual harassment or an employee is aware of behavior that could constitute sexual harassment.
 - (1) Any school employee who receives a complaint of sexual harassment or is aware of behavior that could constitute sexual harassment is required to report that information to the Title IX Coordinator in accordance with the provisions of B.1. above.
 - (2) In addition to the district's response in accordance with this Regulation, the district must report any potential child abuse to appropriate law enforcement and child welfare authorities in accordance with N.J.S.A. 18A:36-24; N.J.S.A. 18A:36-25; N.J.A.C. 6A:16-11.1; and Policy and Regulation 8462.
 - b. A school district is "deliberately indifferent" only if the response to sexual harassment is clearly unreasonable in light of the known circumstances, pursuant to 34 CFR §106.44(a).



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4. The district is required to offer supportive measures to the Complainant even if the Respondent ceased being enrolled or employed by the district prior to the filing of a formal complaint.
 - a. If the Respondent ceases to be enrolled in or employed by the district after a formal complaint is filed, the district may dismiss the complaint, but must still offer supportive measures to the Complainant pursuant to 34 CFR §106.45(b)(3)(ii).
5. The Title IX Coordinator shall notify persons entitled to a notification pursuant to 34 CFR §106.8(a) that the school district does not discriminate on the basis of sex in the education program or activity it operates and it is required by Title IX and Policy and Regulation 5751 not to discriminate in such a manner in accordance with 34 CFR §106.8(b)(1).
6. The Title IX Coordinator shall prominently display the contact information required to be listed for the Title IX Coordinator pursuant to 34 CFR §106.8(b)(2)(i) on the school district's website and in each handbook or catalog the school district makes available to persons entitled to a notification in accordance with 34 CFR §106.8(a).
 - a. Policy 5751 and this Regulation shall be prominently displayed on the district's website and accessible to anyone.

C. Supportive Measures

1. "Supportive measures" mean non-disciplinary, non-punitive, individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent before or after the filing of a formal complaint or where no formal complaint has been filed pursuant to 34 CFR §106.30(a).
2. Supportive measures shall be available to the Complainant, Respondent, and as appropriate, witnesses or other impacted individuals.



3. The Title IX Coordinator shall maintain consistent contact with the parties to ensure that safety, emotional and physical well-being are being addressed.
4. Generally, supportive measures are meant to be short-term in nature and will be re-evaluated on a periodic basis.
 - a. To the extent there is a continuing need for supportive measures after the conclusion of the resolution process, the Title IX Coordinator will work with appropriate school district resources to provide continued assistance to the parties.

D. Grievance Process

1. The school district will use the grievance process outlined in 34 CFR §106.45 and this Regulation to address formal complaints of sexual harassment.
2. Parents, students, unions and associations, and staff members shall receive notice of the grievance procedures and the Title IX Coordinator's name or title, office, address, email address, and telephone number in accordance with 34 CFR §106.8(a).
3. The school district's grievance process may, but need not, provide for a hearing pursuant to 34 CFR §106.45(b)(6)(ii).
4. The school district may not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with 34 CFR §106.45(b)(9).
5. The school district may not require the parties to participate in an informal resolution process regarding a Title IX claim and may not offer an informal resolution process unless a formal complaint is filed pursuant to 34 CFR §106.45(b)(9).
6. The Title IX Coordinator must promptly contact the Complainant in accordance with 34 CFR §106.44(a).



7. In response to a formal complaint, the school district will follow a grievance process that complies with 34 CFR §106.45.
 - a. Upon receipt of a formal complaint, the Title IX Coordinator shall provide written notice to the parties who are known in accordance with 34 CFR §106.45(b)(2)(i).
 - b. The Title IX Coordinator shall provide the investigator with a copy of the formal complaint if the Title IX Coordinator is not the investigator.
 - c. The investigator shall investigate the allegations contained in a formal complaint pursuant to 34 CFR §106.45(b).
8. The investigator shall create an investigative report in accordance with the provisions of 34 CFR §106.45(b)(5)(vii).
 - a. The investigator will attempt to collect all relevant information and evidence.
 - b. While the investigator will have the burden of gathering evidence, it is crucial that the parties present evidence and identify witnesses to the investigator so that they may be considered during the investigation.
 - c. While all evidence gathered during the investigative process and obtained through the exchange of written questions will be considered, the decision-maker may in their discretion grant lesser weight to last minute information or evidence introduced through the exchange of written questions that was not previously presented for investigation by the investigator.
 - d. To the greatest extent possible, and subject to Title IX, the school will make reasonable accommodations in an investigation to avoid potential re-traumatization of a student.



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- e. The investigative report shall be provided to the decision-maker in accordance with the provisions of 34 CFR §106.45(b)(6)(ii).
9. The decision-maker, who cannot be the same person as the Title IX Coordinator or the investigator, shall issue a written determination regarding responsibility pursuant to 34 CFR §106.45(b)(7).
 - a. To reach this determination, the decision-maker will apply the preponderance of the evidence standard, which shall be the same standard of evidence for formal complaints against students as for formal complaints against employees, including faculty, and apply the same standard of evidence to all formal complaints of sexual harassment pursuant to 34 CFR §106.45(b)(1)(vii).
 - b. The decision-maker will facilitate a written question and answer period between the parties.
 - (1) Each party may submit their written questions for the other party and witnesses to the decision-maker for review.
 - (2) The questions must be relevant to the case and the decision-maker will determine if the questions submitted are relevant and will then forward the relevant questions to the other party or witnesses for a response.
 - (3) The decision-maker shall then review all the responses, determine what is relevant or not relevant, and issue a decision as to whether the Respondent is responsible for the alleged sexual harassment.
 - (4) The decision-maker will issue a written determination following the review of evidence. The written determination will include:
 - (a) Identification of allegations potentially constituting sexual harassment as defined in



Policy and Regulation 5751 and
34 CFR §106.30;

(b) A description of the procedural steps taken from the receipt of the complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;

(c) Findings of fact supporting the determination, conclusions regarding the application of this formal grievance process to the facts; and

(d) A statement of and rationale for the result as to each allegation, including any determination regarding responsibility, any disciplinary sanctions the decision-maker imposed on the Respondent that directly relate to the Complainant, and whether remedies designed to restore or preserve equal access to the school's education program or activity will be provided to the Complainant; and procedures and permissible bases for the parties to appeal the determination.

(5) The written determination will be provided to the parties simultaneously.

(6) Notwithstanding a temporary delay of the grievance procedure or the limited extension of the grievance procedure time frames with good cause, the written determination shall be provided within sixty calendar days from receipt of the Complaint.

(a) The sixty calendar day time frame does not include the appeal process.



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(7) Remedies and supportive measures that do not impact the Respondent should not be disclosed in the written determination; rather the determination should simply state that remedies will be provided to the Complainant.

E. Appeals

1. The school district will offer both parties an appeal from a determination regarding responsibility, and from the Title IX Coordinator's dismissal of a formal complaint or any allegations therein in accordance with 34 CFR §106.45(b)(8)(i).
2. As to all appeals, the school district will comply with the requirements of 34 CFR §106.45(b)(8).
3. The Superintendent shall designate an appeal officer for each appeal filed.
 - a. The appeal officer shall not be the same person as the decision-maker that reached the determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator in accordance with 34 CFR §106.45(b)(8)(iii)(B).
4. The Complainant and Respondent shall have an equal opportunity to appeal the policy violation determination and any sanctions.
5. The school district shall administer the appeal process, but is not a party and will not advocate for or against any appeal.
6. A party may appeal only on the following grounds and the appeal shall identify the reason(s) why the party is appealing:
 - a. There was a procedural error in the hearing process that materially affected the outcome;
 - (1) Procedural error refers to alleged deviations from school district policy, and not challenges to policies or procedures themselves;



- b. There is new evidence that was not reasonably available at the time of the hearing and that could have affected the outcome;
 - c. The decision-maker had a conflict of interest or bias that affected the outcome;
 - d. The determination regarding the policy violation was unreasonable based on the evidence before the decision-maker;
 - (1) Appealing on this basis is available only to a party who participated in the hearing; and
 - e. The sanctions were disproportionate to the hearing officer's findings.
7. The appeal must be submitted in writing to the Title IX Coordinator within ten calendar days following the issuance of the notice of determination.
 8. The appeal must identify the ground(s) for appeal and contain specific arguments supporting each ground for appeal.
 9. The Title IX Coordinator shall notify the other party of the appeal, and that other party shall have an opportunity to submit a written statement in response to the appeal, within ten calendar days.
 10. The Title IX Coordinator shall inform the parties that they have an opportunity to meet with the appeal officer separately to discuss the proportionality of the sanction.
 11. The appeal officer shall decide the appeal considering the evidence presented at the hearing, the investigation file, and the appeal statements of both parties.
 12. In disproportionate sanction appeals, input the parties provided during the meeting may also be considered.



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13. The appeal officer shall summarize their decision in a written report that will be sent to the Complainant and Respondent within twenty calendar days of receiving the appeal.

F. Remedies

1. The Title IX Coordinator shall be responsible for effective implementation of any remedies in accordance with 34 CFR §106.45(b)(7)(iv).
2. Following receipt of the written determination from the decision-maker, the Title IX Coordinator will facilitate the imposition of sanctions, if any, the provision of remedies, if any, and to otherwise complete the formal resolution process.
3. The appropriate school official designated by the Superintendent, after consultation with the Title IX Coordinator, will determine the sanctions imposed and remedies provided, if any.
 - a. The imposition of sanctions or provisions of remedies will be revisited by the Title IX Coordinator following the appeal officer's decision, as appropriate.
4. The Title IX Coordinator must provide written notice to the parties simultaneously.
5. The school district must disclose to the Complainant the sanctions imposed on the Respondent that directly relate to the Complainant when such disclosure is necessary to ensure equal access to the school district's education program or activity.
6. It is important to note that conduct that does not meet the criteria under Title IX may violate other Federal or State laws or school district policies regarding student misconduct or may be inappropriate and require an immediate response in the form of supportive measures and remedies to prevent its recurrence and address its effects.

G. Parent Rights



1. Consistent with the laws of New Jersey, a student's parent must be permitted to exercise the rights granted to their child under Policy and Regulation 5751, whether such rights involve requesting supportive measures, filing a formal complaint, or participating in a grievance process.
2. A student's parent must also be permitted to accompany the student to meetings, interviews, and hearings, if applicable, during a grievance process in order to exercise rights on behalf of the student.
3. The student may have an advisor in addition to the parent.

H. Training

The Superintendent or designee shall ensure that Title IX Coordinators, investigators, decision-makers, appeal officers, and any person who facilitates an informal resolution process, receive training in accordance with 34 CFR §106.45(b)(1)(iii).

I. Compliance

The Superintendent or designee shall consult with the Board Attorney to ensure the school district's response to any allegations of sexual harassment and the school district's grievance process are in accordance with 34 CFR §106.44 and 34 CFR §106.45.

J. Requirements of New Jersey's Anti-Bullying Bill of Rights Act

Any time a report is made to the Title IX Coordinator or formal complaint is filed pursuant to Policy and Regulation 5751 and in accordance with 34 CFR §106, the Title IX Coordinator shall forward the report or complaint to the Principal of the school building attended by the alleged victim for the Principal to follow the requirements of New Jersey's Anti-Bullying Bill of Rights Act and Policy 5512.



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Issued: 14 October 2013

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POLICY

EXHIBIT #P25 – FIRST READING

Operations
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~~OPEN LUNCH PROCEDURES AND APPLICATION~~ SENIOR PRIVILEGE

8500.1 ~~OPEN LUNCH PROCEDURES AND APPLICATION~~ SENIOR PRIVILEGE

Senior ~~open lunch~~ privilege is an opportunity for 12th grade students to leave school grounds during VIP and/or lunch as described below. ~~privilege that will be open to students who meet the following guidelines:~~

1. Seniors who are in good academic standing, i.e., have the appropriate number of credits to be considered a senior and maintain passing grades, will be eligible. Students placed on academic probation (any marking period grade below “C”) will lose their eligibility for ~~Open Lunch~~ Senior Privilege. This eligibility may be appealed at the beginning of a the next marking period.
2. Seniors must have a good discipline record; this aspect of the application will be evaluated by Roxbury High School (RHS) administration. Students prohibited from participation in ~~Open Lunch~~ Senior Privilege for a discipline infraction may appeal that prohibition to the administration at the beginning of each marking period.
3. All students will be required to register with the RHS Honeywell emergency alert system. ~~4. Students should become a Facebook Fan of RHS~~ must sign up for the notification tool indicated on the Senior Privilege application.
45. Students must complete Alive at 25.
56. Students must submit a notarized application form, with a parent’s signature, releasing the school from liability. Students above the “Age of Majority” (18 years old) must sign this clause as well.

Eligible seniors will use their RHS ID cards to scan in and out ~~for open lunch~~ whenever they are leaving or arriving at the building. Seniors will be allowed to depart from the building only during the following periods as a part of full school days:

- VIP during the first or last block of the day
- Lunch
- VIP adjacent to lunch.



~~OPEN LUNCH PROCEDURES AND APPLICATION~~ SENIOR PRIVILEGE

~~time period between 10:06 a.m. – 10:25 a.m. (A and B lunches) or between 11:26 a.m. – 11:45a.m. (for C and D lunches). They must return to campus by 11:25 a.m. (A/B Lunches) or by 12:45 p.m. (C/D Lunches).~~

Seniors with this privilege will be held to high expectations outside of RHS. Proper behavior on the road and in the community is expected at all times. In addition to compliance with all school rules and regulations, students must abide by State, county, and local traffic laws.

Consequences or violation of any policies, rules, or regulations will be at the discretion of RHS administration. Consequences beyond the student handbook may include, but are not limited to:

1. Administrative warning;
2. Two (2) week suspension of **Senior Privilege** privileges;
3. Revocation of privileges.

District and RHS administration has the right to prohibit students from leaving due to bad weather, traffic patterns, or any other circumstance deemed appropriate. **Also, s**Students will not be allowed to leave for open lunch during half-days or special schedule days (assembly, delayed opening, etc.).

~~OPEN LUNCH PROCEDURES AND APPLICATION~~

~~-
Students~~

~~I, _____, agree to the terms and conditions of the open lunch policy. I am aware this is a privilege and I must use good judgment in order to maintain the privilege. Also, I realize that this privilege can be taken away at any time during the year if the terms and conditions are broken.~~

~~-
Signature _____
Date _____~~

~~-
Parents and “Age of Majority” Seniors~~

~~I, _____, parent of _____, have reviewed the terms and guidelines of the open lunch policy. I understand what it entails and allow my~~



POLICY

~~OPEN LUNCH PROCEDURES AND APPLICATION~~ **SENIOR PRIVILEGE**

~~son/daughter to participate. I understand that it is a privilege and that my son/daughter must follow all rules and work to keep it. I will not hold the school responsible for any incident that may occur.~~

-

Parent's Signature

-

Date

-

"Age of Majority" Student's Signature

-

Date

-

Notary Public's Signature

-

Date

Adopted: 14 October 2013

Revised: **TBD**

