

**DISTRICT OF ROXBURY TOWNSHIP
BOARD OF EDUCATION
DECEMBER 13, 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 December 13, 2021 regarding personnel matters, student matters, and attorney client privilege.

IV. PUBLIC SESSION

V. ROLL CALL

VI. PLEDGE OF ALLEGIANCE

VII. PRESENTATIONS

1. IPASS Day Presentation: M. Davenport, K. Folkers, C.Argenziano, B. Hamer, T.Urban, S. DelRusso
2. Audit Presentation by Ms. Man Lee, CPA, RMA, PSA, Nisivoccia & Company LLP

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 November 15, 2021
2. Minutes of the Regular Meeting of November 15, 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 1-23)

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

BILLS LIST

- *1. RESOLVED, that the Roxbury Township Board of Education approve the December 2021 bills list totaling \$2,805,039.90 as presented.

TRANSFERS

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

SECRETARY'S REPORT

- *4. RESOLVED, that the Roxbury Township Board of Education approve the Board Secretary's Report for October 2021.
- *5. RESOLVED, that the Roxbury Township Board of Education approve the Board Secretary's Report for November 2021.

TREASURER'S REPORT

- *6. RESOLVED, that the Roxbury Township Board of Education approve the Treasurer's Report for October 2021.
- *7. RESOLVED, that the Roxbury Township Board of Education approve the Treasurer's Report for November 2021.

MONTHLY FINANCIAL CERTIFICATION OF THE BOARD SECRETARY AND BOARD OF EDUCATION

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

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 18A:17-9 and N.J.S.A. 18A:17-36, after review of the Board Secretary's and Treasurer's monthly financial reports for the month of October 2021 that no major accounts and fund balances in the 2021/2022 budget have been over expended and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year.

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

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 18A:17-9 and N.J.S.A. 18A:17-36, after review of the Board Secretary's and Treasurer's monthly financial reports for the month of November 2021 that no major accounts and fund balances in the 2021/2022 budget have been over expended and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year.

STUDENT ACTIVITY ACCOUNTS

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

Roxbury High School	\$9,829.50	Franklin School	\$1,902.50
Athletics	\$922.00	Kennedy School	\$150.00
Eisenhower Middle School	\$1,894.00	Jefferson School	\$0.00
Lincoln Roosevelt School	\$0.00	Nixon School	\$0.00

TRAVEL REQUESTS

*11. 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	Miller, Dominick	Defusing Anger, Anxiety and Aggression: Improving Student Behavior	4	Newark, NJ	1/4/2022	\$279.00	\$296.43
2	Curtiss, Karen	Intermediate Virtual IMSE Orton-Gillingham Training	4 S-4	Virtual	1/17/2022 1/18/2022 1/19/2022 1/20/2022 1/21/2022	\$1,275.00	\$1,275.00
3	Kelly, Erika	Differentiate Instruction in Math: "It's not as hard as you think!"	4	Bloomfield, NJ	1/24/2022	\$175.00	\$179.20
4	Sheila Connelly	TECHSPO '22	4	Atlantic City, NJ	1/26/2022 1/27/2022 1/28/2022	\$490.00	\$928.50
5	Estes, Stacey	Foundations and Models of Crisis Intervention and Trauma Response	4	Virtual	1/27/2022 1/28/2022	\$160.00	\$160.00
6	Rommel, Allison	Feeding First 2021 Conference	4	On Demand	through 1/31/2022	\$375.00	\$375.00
7	Palmieri, Kristen	Clinical Supervision & Liability	4		2/3/2022 2/4/2022 2/11/2022	Virtual \$0.00	\$0.00
8	Hopper, JoEllen	The Scottsboro Trials of the 1930's and the Trial of the Men Accused of Emmett Till's Murder	4 S-1	New Brunswick, NJ	2/4/2022	\$35.00	\$59.99
9	Hachey, Patrick	American Choral Directors Association Eastern Regional Conference	4	Boston, MA	2/9/2022 2/10/2022 2/11/2022 2/12/2022	\$288.50	\$486.00
10	Urban, Alexandra	2022 Shape NJ Convention	4 S-1	Long Branch, NJ	2/15/2022	\$149.00	\$198.07
11	LaPosta, Christine	National Art Educators Association National Convention and Expo	4 S-2	New York City, NY	3/3/2022 3/4/2022	\$270.00	\$351.86
12	Speronza, Izzy	National Art Educators Association Conference	4 S-2	New York City, NY	3/3/2022 3/4/2022	\$195.00	\$288.32

13	Caccavale, Frank	ITEEA Conference	4 S-3	Orlando, FL	3/9/2022 3/10/2022 3/11/2022	\$395.00	\$548.00
14	Connelly, Sheila	Classlink User Group	4	Edison, NJ	3/15/2022	\$0.00	\$10.99
15	Bellardino, Alyssa	NJPSA Conference	4 T-2	Atlantic City, NJ	3/24/2022 3/25/2022	\$320.00	\$431.00
16	Kelly, Erika	NJPSA Conference	4 T-2	Atlantic City, NJ	3/24/2022 3/25/2022	\$320.00	\$432.40
17	Weber, Kurt	Bolshevik Russia: Ground Zero of Nazi Germany's War of Annihilation	4 S-1	New Brunswick, NJ	3/25/2022	\$35.00	\$59.99
18	Buckler, Jennifer	Legal One - Anti-Bullying Specialist (ABS) Online Certificate Program	4	Online	Self paced	\$500.00	\$500.00
<p>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.</p>							

ACCEPTANCE OF THE 2020-2021 AUDIT

*12. The Superintendent, in consultation with the School Business Administrator/Board Secretary, recommends that the Board accept the Comprehensive Annual Financial Report and Auditor's Management Report for the period July 1, 2020 through June 30, 2021 as prepared by Nisivoccia LLP, Certified Public Accountants & Advisors, inclusive of the following recommendations:

1. Administrative Practices and Procedures

None

2. Financial Planning, Accounting and Reporting

The District reviews the estimated related services costs for reasonableness and take extra care to ensure that all related services costs are reported on the ExAid application.

3. School Purchasing Program

None

4. School Food Service

The District implement a standard meal counting system at each site location and take extra care to ensure that the daily meal count tally sheets maintained by each site location are complete and accurate and agree to the monthly reimbursement claim.

5. Student Body Activities

None

6. Application for State School Aid

Speech only students be reported as regular education students.

7. Pupil Transportation

None

8. Facilities and Capital Assets

The District continue to update its capital assets inventory records.

9. Travel Expense and Reimbursement Policy

None

10. Status of Prior Year's Finding/Recommendation

The prior year recommendation regarding the bank reconciliations for student activity accounts was resolved in the current year. The prior year recommendation regarding fixed assets was not resolved and remains as a current year recommendation.

AND BE IT FURTHER RESOLVED, that the Roxbury Township Board of Education approve the Corrective Action Plan. (Exhibit #F1)

APPROVAL OF PURCHASES

- *13. RESOLVED, that the Roxbury Township Board of Education approve the purchase of replacement tablets for Zonar from SHI International Corporation, 290 Davidson Avenue, Somerset, NJ in accordance with SHI Quote #21270671 in the total amount of \$11,929.50.
- *14. RESOLVED, that the Roxbury Township Board of Education approve the purchase of Microsoft software licenses from SHI International Corporation, 290 Davidson Avenue, Somerset, NJ in accordance with SHI Quote #21259386 in the total amount of \$17,521.12.
- *15. RESOLVED, that the Roxbury Township Board of Education approve the purchase of replacement zonar units from SHI International Corporation, 290 Davidson Avenue, Somerset, NJ in accordance with SHI Quote #21305158 in the total amount of \$7,953.00.

APPROVAL OF PETTY CASH FUND AND CUSTODIAN OF FUNDS

- *16. WHEREAS, Community Based Instruction (CBI) is an opportunity for students to take the skills they are learning and apply them beyond the four walls of the classroom, and for students with learning differences, this experience is imperative as application and repetition is critical to ensure mastery. Students in our Autism and Multiple Disabilities programs participate in a calendar of events/trips throughout the year that are aligned with four specific areas of focus: Domestic, Vocational, Recreation/Leisure and Community. Money management is a complex skill that our students work on throughout their educational experience and one that is needed in each of the four focus areas. In order to ensure students have access to the money needed, a petty cash account is necessary for the specific application of this curricular goal.

RESOLVED, that the Roxbury Township Board of Education approves a Petty Cash Fund for the 2021/2022 school year in the amount of \$500 for the Special Services Department for use by the Community Based Instruction program (CBI).

BE IT FURTHER RESOLVED, that the School Business Administrator/Board Secretary be appointed as Custodian of the Petty Cash Fund.

SCHOOL BUS EMERGENCY EVACUATION DRILLS

- *17. RESOLVED, that the Roxbury Township Board of Education approve the School Bus Emergency Evacuation Drill Reports listed below. All Emergency Evacuation Drill Reports are available at the Administration Building during normal working hours.

Evacuation Drill # 1 - Board Agenda 12/13/2021				
<i>Date of Drill</i>	<i>Time of Day</i>	<i>School Name Supervisor of Drill</i>	<i>Location of Drill</i>	<i>Route Number</i>
10/18/2021	7:10 AM	Roxbury High School Mr. D. Miller, Principal	1 Bryant Drive, Succasunna	RHS01-RHS28 MTH13-MTH15, MHC15
10/19/2021	7:50 AM	Eisenhower Middle School Mr. P.Gallagher, Principal	47 Eyland Ave, Succasunna	EMS01-EMS21, MHC20
10/20/2021	8:30 AM	Lincoln Roosevelt School Mr. C. Argenziano, Principal	34 N Hillside Ave, Succasunna	LR01-LR19
10/21/2021	9:30 AM	Franklin School Mrs.L. Ferrare, Principal	8 Meeker St, Succasunna	All Students - Bus Safety
10/18/2021	9:30 AM	Jefferson School Mrs. M. Cosgrove, Principal	37 Cornhollow Rd, Succasunna	All Students - Bus Safety
10/25/2021	9:30 AM	Kennedy School Mrs. N. Acevedo, Principal	20 Pleasant Hill Rd, Succasunna	All Students - Bus Safety
10/28/2021	9:30 AM	Nixon School Mrs. D. Lynch, Principal	275 Mt. Arlington Blvd, Landing	All Students - Bus Safety
10/21/2021	8:20 AM	Mt. Arlington Public School Mr. J. Grillo, Principal	235 Howard Blvd, Mt. Arlington	MTM01-MTM06
10/21/2021	8:20 AM	Edith Decker School Mr. J. Grillo, Principal	446 Howard Blvd, Mt. Arlington	MTD07-MTD09, MTDPK
10/25/2021	7:45 AM	St. Therese School Mr. T. Dunnigan, Principal	135 Main Street, Succasunna	STS01-STS04

APPROVAL OF SERVICE PROVIDERS

18. RESOLVED, that the Roxbury Township Board of Education approve the following service providers for the 2021/2022 school year. At this time, use of the services and payment for services is contingent upon the status of school closures and the ability to fulfill the responsibilities associated with provision of services. The Board will be reimbursed for the costs indicated below through fundraising and ticket sales.

	<i>Name</i>	<i>Services Provided</i>	<i>21/22 Payment</i>
1	Castle, Lisa	21/22 EMS Spring Musical Set Design Advisor	\$ 1,131
* 2	Castle, Lisa	21/22 RHS Spring Musical Painting / Visual Director	\$ 1,500
3	Rogers, Patricia	21/22 EMS Spring Musical Costume Designer	\$ 1,196
* 4	Rogers, Patricia	21/22 RHS Spring Musical Costume Designer	\$ 1,900

APPROVAL OF THE UNIFORM STATE MEMORANDUM OF AGREEMENT BETWEEN EDUCATION AND LAW ENFORCEMENT OFFICIALS

- *19. RESOLVED, that the Roxbury Township Board of Education approve the Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials for 2021/2022, and submission of the Agreement to the Roxbury Township Police Department, County Prosecutor and County Superintendent of Schools.

APPROVAL OF THE MEMORANDUM OF UNDERSTANDING - LIVE STREAM VIDEOS SHARING BETWEEN THE ROXBURY TOWNSHIP SCHOOL DISTRICT AND THE ROXBURY TOWNSHIP POLICE DEPARTMENT

- *20. RESOLVED, that the Roxbury Township Board of Education approve the Memorandum of Understanding with the Roxbury Township Police Department regarding Live Stream Videos Sharing for the 2021/2022 school year.

APPROVAL OF DISPOSAL OF PROPERTY

- 21. RESOLVED, that the Roxbury Township Board of Education approve the discontinued use of 57 metal folding chairs at Nixon Elementary School. This furniture has been identified as obsolete, broken and/or no longer functioning, if unsellable, items will be discarded.
- *22. RESOLVED, that the Roxbury Township Board of Education approve the discontinued use and disposal of technology equipment identified in Exhibit #F2. This equipment has been identified as obsolete, broken and/or no longer functioning, if unsellable, items will be discarded.

DONATION

- *23. RESOLVED, that the Roxbury Township Board of Education approve the donation from Babula Architecture, LLC, 976 Tabor Road, 2nd Floor, Unit 5, Mailbox 12, Morris Plains, NJ of construction documents and drawings preparation for the Structural Design and Fabrication program. This donation is valued at \$5,720.00.

B. Education (Resolutions 1-7)

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

HIB REPORT

- *1. RESOLVED, that the Roxbury Township Board of Education affirms the Superintendent's decisions provided in the Harassment, Intimidation, and Bullying Report for the 2021/2022 school year, ending as of November 12, 2021 for incident Nos. 7 through 27.
- *2. RESOLVED, that the Roxbury Township Board of Education acknowledges receipt of the Harassment, Intimidation, and Bullying Report for the 2021/2022 school year, beginning November 13, 2021 and ending December 9, 2021 for Incident Nos. 28 through 33.

FIELD TRIPS

- *3. 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

	<i>School</i>	<i>Faculty Sponsor</i>	<i>Group</i>	<i># of Students</i>	<i>Trip Destination</i>	<i>Location</i>	<i>Date(s) of Trip</i>
1	RHS	B.McGinley	SUCCESS	13	Rockaway Townsquare Mall & AMC Theater	Rockaway, NJ	12/17/21 (Fri)
2	RHS	D.Rose	VISTA	5	Fuddruckers	Succasunna, NJ	1/12/22 (Wed)
3	RHS	D.Rose	VISTA	5	Roxbury Diner	Succasunna, NJ	12/21/21 (Tue)
4	RHS	D.Rose	VISTA	5	Walmart Supercenter	Ledgewood, NJ	12/15/21 (Wed)
5	RHS	D.Rose	VISTA	7	Rockaway Townsquare Mall	Rockaway, NJ	1/19/22 (Wed)

4. 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:

	<i>School</i>	<i>Date of Trip</i>	<i>Faculty Sponsor</i>	<i>Group</i>	<i># of Students</i>	<i>Trip Destination</i>	<i>Location</i>	<i>Purpose</i>
1	EMS	2022-05-31 (Tue)	P.Gallagher; J.Swaim	Gr. 8	~250	Jefferson Lake Day Camp	Stanhope, NJ	8th Grade End-of-Year Trip/Celebration
2	KES	2022-06-01 (Wed) [Rain date 2022-06-08 (Wed)]	A.Grant; E.Kim; K.Nickel	Gr. 1	60	Turtle Back Zoo	West Orange, NJ	Trip will enhance students' studies of science standards learned in class involving the characteristics & habitats of living things
3	LRS	2021-12-17 (Fri)	E.Neumann; A.Somers	REACH	6	Aspen Ice Center	Randolph, NJ	Reward trip earned through class's behavioral-support program
4	NES	2022-05-06 (Fri) [Rain date 2022-05-13 (Fri)]	S.Ralston; C.McInnes	Gr. 1 & 2	117	Turtle Back Zoo	West Orange, NJ	Trip will enhance students' studies of science standards learned in class involving the characteristics & habitats of living things
5	NES	2022-05-18 (Wed)	J.Rex	Gr. 3	42	Health Barn	Ridgewood, NJ	Trip is an opportunity for students to learn more about healthy living & recycling through gardening & planting
6	NES	2022-05-26 (Thu)	V.Arms	Gr. 4	66	Hopatcong State Park	Landing, NJ	Students will be partaking in the Lake Hopatcong Foundation field trip program, which teaches students about Lake Hopatcong, lake ecology, and the importance of water for life on earth

* 7	RHS	2021-12-15 (Wed)	J.Toupet	Transition	25	Morris County School of Technology	Denville, NJ	To explore vocational training in CTE programs and help students identify career goals related to the trades
* 8	RHS	2021-12-20 (Mon)	D.Roman	Wrestling Team	35	Roxbury Social Services Center	Succasunna, NJ	Students will be working to collect toy donations; and will then deliver & help to distribute them on 12/20/21 at the Roxbury Social Services Center
* 9	RHS	2022-01-12 (Wed)	C.Forlenza; J.Koch	Academy for Sports Medicine: Foundational Components of Sports Med	18	ActiveCare Physical Therapy	Succasunna, NJ	Opportunity for students to witness an outpatient physical therapy clinic and speak to a PT
* 10	RHS	2022-01-28 (Fri)	C.Forlenza; J.Koch	Academy for Sports Medicine: Kinesiology	15	Seton Hall University School of Health & Medical Sciences	Nutley, NJ	Opportunity for students to witness a motion analysis in a professional movement lab

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

- *5. 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>
206066	East Mountain School, Carrier Clinic	\$44,008.24	11/12/21-6/30/22
206456	Madison Board of Education	\$16,796.00	9/1/21-6/30/22
205836	Essex Valley	\$50,598.20	11/30/21-6/30/22

APPROVAL OF NEW COURSES

- *6. 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	Aviation & Aerospace III	Elective, Full Year

ENGLISH LANGUAGE LEARNER THREE-YEAR PROGRAM PLAN (2021-2024)

- *7. RESOLVED, that the Roxbury Township Board of Education approve the submission of its English Language Learner Three-Year Program Plan for 2021-2024 to the New Jersey Department of Education for approval.

C. Policies (Resolution 1)

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 1648.13 (New)	School Employee Vaccination Requirements (M)	P1
b	Policy 1648.14 (New)	Safety Plan for Healthcare Settings in School Buildings - COVID-19 (M)	P2
c	Regulation 2340 (Revised)	Field Trips	P3
d	Policy 2425 (New)	Emergency Virtual or Remote Instruction Program (M)	P4
e	Policy & Regulation 5751 (Revised)	Sexual Harassment of Students (M)	P5 & P6
f	Policy 8500.1 (Revised)	Senior Privilege	P7

D. Personnel (Resolutions 1-20)

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 January 1, 2022:

<i>Category</i>	<i>Rate of Pay 2021-2022 School Year</i>
Leave Replacement / Interim 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, or Traditional Route candidate holding a county substitute credential pending issuance of NJ certification)	\$150.00 per diem
Substitute Teacher (holding a NJ standard/CE/CEAS certification)	\$110.00 per diem
Substitute Teacher (holding a county substitute credential)	\$100.00 per diem
Interim Instructional Paraprofessional (exceeding 20 consecutive days in same assignment)	\$105.00 per diem
Substitute Instructional Paraprofessional	\$95.00 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	Byrnes, Janine	TR	Director of Transportation	Resignation for personal reasons	12/31/21	
* 2	Danza, Vincent	TR	Bus Driver	Resignation for retirement purposes	12/31/21	DCRP retirement
3	Derendal, Lyndsay	FES	Title 1 Paraprofessional	Resignation for personal reasons	12/8/21	
* 4	Lavigne, Janina	RHS	Special Education Teacher	Resignation for personal reasons	1/14/22 or sooner pending hire of a suitable replacement	
* 5	Mainiero, Susan	CO	Secretary to the Business Administrator	Resignation for retirement purposes	12/31/21	
6	Trotter, Jonathan	EMS	Health/PE Teacher	Resignation for personal reasons	1/14/22 or sooner pending hire of a suitable replacement	

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

<i>Stipend Positions</i>						
	<i>Name</i>	<i>Position</i>	<i>Position Loc</i>	<i>Action</i>	<i>Effective</i>	<i>Discussion</i>
1	Trotter, Jonathan	Athletic Coordinator for 21/22 Winter Season	EMS	Resignation for personal reasons	11/18/21	Stipend to be prorated @ FTE 0.50.

LEAVES OF ABSENCE

4. 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	12813	11/15/21	Using 26 sick days	n/a	1/3/22	
* 2	19488	12/14/21	Using 8 sick days	n/a	1/3/22	
* 3	13305	12/17/21	Using available sick & personal days	FMLA, if needed ^	Upon release by physician	
* 4	16335	12/13/21	Using 9 sick days	FMLA ^	Upon release by physician	
* 5	16491	1/3/22	N/A	FMLA/NJFLA	3/28/22	12 weeks FMLA/NJFLA ending 3/27/22
6	18810	11/18/21	Using 20.5 sick days and 1.5 personal days	FMLA/NJFLA ^	10/3/22	
* 7	21732	1/3/22	Using available sick days	FMLA, if needed ^	Upon release by physician	
8	22029	11/17/21	n/a	FMLA	Upon depletion of days	Intermittent leave as needed

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

REASSIGNMENTS / TRANSFERS

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

	<i>Name</i>	<i>Former Assignment & Loc.</i>		<i>New Assignment & Loc.</i>		<i>Effective Date</i>	<i>Discussion</i>
1	Clark, Jennifer	Special Education Teacher (PSD)	JES	Special Education Teacher (LLD)	NES	11/29/21	
		TCH.SPE.PSD.NA.02		TCH.SPE.LLD.NA.06			
2	Maiello, Erin	Special Education Teacher (RC)	LRS, EMS	Special Education Teacher (RC)	LRS	12/14/21	
		TCH.SPE.RES.NA.05		TCH.SPE.RES.NA.05			
3	O'Malley, Shannon	Special Education Teacher (LLD)	NES	Special Education Teacher (PSD)	JES	11/29/21	
		TCH.SPE.LLD.NA.06		TCH.SPE.PSD.NA.02			

6. RESOLVED, that the Special Education Paraprofessionals listed be transferred to a new location:

	<i>Name</i>	<i>Former Location</i>	<i>New Location</i>	<i>Effective Date</i>
1	Balogh, Beth	EMS	NES	11/29/21
* 2	Lazzara, Erinn	RHS (RC)	EMS (AUT)	11/29/21
3	Springer, Nicole	NES	JES	11/29/21

7. 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	Confidential Secretary to the Business Administrator SEC.BO.CNF.BA.01	CO \$60,000 prorated	1/3/22 - 6/30/22	Tenured replacement;; supersedes resolution D.8.1 on 11/15/21
2	Glazer, Bethann	Leave-replacement Technology Teacher	KES	Permanent Substitute Teacher TCH.SUB.PERM.KES.02	KES \$150.00 per diem	1/3/22	Tenure-track replacement; not to exceed 4 days/week
* 3	Katz, Robert	Transportation Coordinator BUS.TR.CRD.NA.01	TR	Director of Transportation BUS.TR.DIR.NA.01	TR \$105,000 prorated #	1/3/22 - 6/30/22	Replacement in position # Pending additional \$5,000 upon completion of certification course
4	Kreider, Troy	Permanent Substitute Teacher TCH.SUB.PERM.LRS.01	LRS	Leave-replacement ELA Electives Teacher TCH.EMS.BSI.NA.02	EMS \$297.00 per diem	12/14/21 - 6/30/22	Non-tenured replacement in position TCH.EMS.BSI.NA.02
5	Murphy, Colleen	Leave-replacement Gr. 3 Teacher TCH.NIX.GR2.NA.03	NES	Leave-replacement Kindergarten Teacher TCH.NIX.KIN.NA.03	NES \$297.00 per diem	11/22/21 - 12/23/21	Non-tenured replacement in position TCH.NIX.KIN.NA.03
6	Murphy, Colleen	Leave-replacement Kindergarten Teacher	NES	Permanent Substitute Teacher TCH.SUB.PERM.NES.01	NES \$150.00 per diem	1/3/22	Tenure-track replacement; not to exceed 4 days/week
7	Murphy, Regina	Special Education Paraprofessional AID.SPE.PT.NA.37	FES	Secretary - School Office (0.5334 FTE) REA Secretary Grade II, Step 1	NES \$20,760 prorated	1/3/22 - 6/30/22	Non-tenured replacement in position SEC.NES.OFF.GR2.PT
8	Volz, Michael	Leave-repl Gr. 7 Social Studies Teacher	EMS	Gr. 7 Social Studies Teacher TCH.EMS.SST.NA.02	EMS 21/22 BA, Step 1 \$54,975 prorated	12/6/21 - 6/30/22	Amends start date app'd 11/15/21 XVI.D.11.2. Tenure-track replacement in position TCH.EMS.SST.NA.02

APPOINTMENTS

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

	Name	Loc	Position	Salary Guide / Step	Salary	Start Date	End Date	Discussion
1	PLACE - HOLDER	EMS	H/PE Teacher	TBD	TBD	TBD ^	6/30/22	Tenure-track replacement in position TCH.EMS.PEH.NA.04
* 2	PLACE - HOLDER	RHS	Special Education Teacher (RC)	TBD	TBD	TBD ^	6/30/22	Tenure-track replacement in position TCH.SPE.RES.NA.25
* 3	PLACE - HOLDER	CO	Secretary - Accounts Payable	REA Secty Grade V Step TBD	TBD	1/3/22 or TBD^	6/30/22	Tenure-track replacement in position SEC.BO.A/P.GR5.01

^ 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

9. 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	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	12/23/21	Extends <i>End Date</i> app'd 11/15/21, XVI.D.12.2. Replacement in position TCH.DS.COMP.NA.02

APPOINTMENTS - HOURLY EMPLOYEES

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

	<i>Name</i>	<i>Loc</i>	<i>Position</i>	<i>Guide / Step</i>	<i>Hourly Rate</i>	<i>Start Date</i>	<i>End Date</i>	<i>Discussion</i>
1	Mollitor, Danielle	JES	Special Education Paraprofessional	REA Paraprof Step 9	\$20.12	12/14/21	6/30/22	PSD replacement in position AID.SPE.PT.NA.42
* 2	Puco, Valerie	Sp Serv	Special Education Paraprofessional	REA Paraprof Step 10	\$20.72	12/14/21 [^]	6/30/22	Replacement in position AID.OOD.PT.NA.02; not to exceed 10 hrs/wk payable by timesheets for providing Home Program
* 3	Roumes, Craig	RHS	Security Guard (10 month)	N/A	\$18.00	12/14/21	6/30/22	New position B&G.RHS.GUA.NA.08 working 20 hrs/wk
4	PLACE - HOLDER	JES	Special Education Paraprofessional	REA Paraprof Step	TBD	TBD [^]	6/30/22	RC Program replacement in position AID.SPE.PT.NA.35 (PH D.13.3 on 11/15/21)
5	PLACE - HOLDER	FES	Special Education Paraprofessional	REA Paraprof Step	TBD	1/3/22 [^]	6/30/22	Replacement in position AID.SPE.PT.NA.37
6	PLACE - HOLDER	EMS	Cafeteria Aide	N/A	TBD	1/3/22 [^]	6/30/22	Replacement in position AID.CAF.EMS.NA.02 working 20 hrs/wk
* 7	PLACE - HOLDER	TR	Bus Driver	RBDG Step	TBD	1/3/22 [^]	6/30/22	Replacement in position BUS.TR.DRI.RE.20
* 8	PLACE - HOLDER	TR	Bus Driver	RBDG Step	TBD	1/3/22 [^]	6/30/22	Replacement in position BUS.TR.DRI.RE.37
[^] Employment start date is pending completion of documentation in accordance with the law or district policy.								

APPOINTMENTS - EXTRACURRICULAR

11. 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	EMS	All Sports	Athletic Coordinator (FTE 0.50)	Winter	Moskowitz, Phillip	\$1,046	n/a	n/a	\$1,046	
*	2	RHS	Indoor Track	Asst Coach	Winter	Masullo, Kristen	\$5,230	1	\$ -	\$5,230
*	3	RHS	Wrestling	Asst Coach	Winter	Roumes, Craig ^	\$6,032	1	\$ -	\$6,032
^ Employment is pending completion of documentation in accordance with the law or district policy.										

12. RESOLVED, that the following personnel be appointed to the positions shown below for the 2021/2022 school year at the stipend indicated. At this time, employment and payment are contingent upon the status of school closures and the ability to fulfill the responsibilities associated with the position indicated.

21/22 Club Appts							
	POS LOC	POS TYPE	POSITION	ASSIGNMENT	NAME	21/22 TOTAL Stipend	21/22 Notes about Assignment
1	EMS	CLUB	News / Literacy Magazine	Co-Advisor (FTE 0.25) ^	Brennan, Lauren	\$ 635 ^	^ Amends Assignment & Total Stipend app'd 6/21/21, XV.C.11.3, Exhibit HR 2.3, Row No. 26
2	EMS	CLUB	News / Literacy Magazine	Co-Advisor (FTE 0.75) #	Curley, Kelsey	\$ 1,905 #	# Amends Assignment & Total Stipend app'd 6/21/21, XV.C.11.3, Exhibit HR 2.3, Row No. 27

13. RESOLVED, that the Roxbury Township Board of Education approve the following appointments 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 these positions. The Board will be reimbursed for the stipends indicated below through fundraising and ticket sales.

21/22 Spring Musical Play Appointments					
	POS LOC	POSITION	ASSIGNMENT	21/22 NAME	21/22 TOTAL Stipend
1	EMS	Drama Club	Advisor	Blewitt, Jessica	\$ 3,450
2	EMS	Choreography	Director	Harrison Calderon, Jessica	\$ 2,100
3	EMS	Painting / Visual	Director	Speronza, Jane-Frances	\$ 1,006
4	EMS	Tech Crew	Director	Richman, Margery	\$ 2,251
* 5	RHS	Musical Play	Producer	Hachey, Patrick	\$ 3,485
* 6	RHS	Choreography	Director	Pietras, Rebecca	\$ 2,949
* 7	RHS	Music	Director	Salyerds, Robert Daniel	\$ 2,949
* 8	RHS	Pit Band	Conductor	Conrad, Jeffrey	\$ 2,412
* 9	RHS	Set Design	Advisor	Hachey, Patrick	\$ 1,500
* 10	RHS	Tech Crew	Director	Salyerds, Robert Daniel	\$ 1,698
* 11	RHS	Vocal	Director	Sweer, Krista	\$ 2,144

APPOINTMENTS - ATHLETIC EVENT WORKERS

- *14. RESOLVED, that the Roxbury Township Board of Education rescind the following appointment:

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

APPOINTMENTS - SUBSTITUTES

- *15. RESOLVED, that the Roxbury Township Board of Education approve the following non-tenure track positions on an as needed basis:

	Name	Loc.	Position	Salary	Start Date	End Date	Discussion
1	Lehr, Brianna	District	Substitute Paraprofessional	21/22 Sub Rate Bd. aprvd 11/15/21	12/14/21^	6/30/21	
2	Rousseau, Brianne	District	Substitute Teacher, Paraprofessional, and Secretary	21/22 Sub Rate Bd. aprvd 11/15/21	12/14/21^	6/30/21	

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

SALARY ADJUSTMENTS - CERTIFICATED STAFF

16. 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	Billeci, Jennifer	EMS	Supplemental Reading	1 block (Block 2) daily	21/22 MA+30, Step 10-12	\$8,845	12/14/21	6/16/22
2	Engle, Rick	EMS	Supplemental Reading	1 block (Block 3) daily	21/22 MA Step 23	\$12,216	12/14/21	6/16/22

STUDENT TEACHERS/INTERNS

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

	Student-Teacher/Intern				Roxbury Cooperating Teacher		
	Name	College/Univ	Placement Sought	Term	Name	Position	Loc
1	Dowd, Jacqueline	Seton Hall Univ.	Clinical Int-SLS	1/21/22 - 6/10/22	Barbato, Shelby	SLS	FES
2 ^	Duque, Vanessa	Liberty Univ	Clinical Int-School Counselor	1/3/22-5/31/22 for f/t	Torres-Davis, Evelyn	School Counselor	EMS
* 3	Schiller, Robert	Capella Univ	Clinical Int-School Counselor	1/3/22 - 4/1/22 for f/t	Mann, Monica	Dir of Guidance	DIST
^ Resolution amends and supersedes in its entirety placement app'd 7/19/21, XV.C.19.2							

COMMUNITY SCHOOL

- *18. 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	McInnes, Cathy	2	Phillips, Melissa	3	Santo, Diana

- *19. 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	Lazzara, Erinn*	K-4	Non-Certificated	\$22/Hour	12/09/21	06/30/22	Sub Capacity Only
2	Renzetti, Nicole*	K-4	Sub Certificated	\$25/Hour	11/22/21	06/30/22	
*Filling placeholders from the August 30th agenda.							

- *20. 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	Berta, Yvette	KES	\$17/Sub Aide \$25/Sub Teacher	11/15/21	6/30/22	As needed
2	Brooks, Emily	KES	\$17/Sub Aide \$25/Sub Teacher	12/14/21	06/30/22	As needed
3	Burkhard, Carole	KES	\$17/Sub Aide \$25/Sub Teacher	01/01/22	06/30/22	As needed
4	Cuda, Carolyn	KES	\$17/Sub Aide \$25/Sub Teacher	11/15/21	6/30/22	As needed
5	Gish, Susan	KES	\$17/Sub Aide \$25/Sub Teacher	01/01/22	06/30/22	As needed
6	Lewis, Rebecca	KES	\$17/Sub Aide \$25/Sub Teacher	11/16/21	6/30/22	As needed
7	Reed, Suzannah	KES	\$17/Sub Aide \$25/Sub Teacher	11/16/21	6/30/22	As needed
8	Wilks, Laura	KES	\$17/Aide	11/16/21	06/30/22	
9	PLACEHOLDER	KES	\$17/Sub Aide \$25/Sub Teacher	12/14/21	06/30/22	
10	PLACEHOLDER	KES	\$17/Sub Aide \$25/Sub Teacher	12/14/21	06/30/22	
11	PLACEHOLDER	KES	\$17/Sub Aide \$25/Sub Teacher	12/14/21	06/30/22	
12	PLACEHOLDER	KES	\$17/Sub Aide \$25/Sub Teacher	12/14/21	06/30/22	
13	PLACEHOLDER	KES	\$17/Sub Aide \$25/Sub Teacher	12/14/21	06/30/22	
14	PLACEHOLDER	KES	\$17/Sub Aide \$25/Sub Teacher	12/14/21	06/30/22	

E. Executive Session

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

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

WHEREAS, the Board of Education is anticipating to hold a Reorganization Meeting on January 6, 2022 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

ROXBURY TOWNSHIP SCHOOL DISTRICT
COUNTY OF MORRIS
AUDITORS' MANAGEMENT REPORT ON
ADMINISTRATIVE FINDINGS - FINANCIAL,
COMPLIANCE AND PERFORMANCE
FISCAL YEAR ENDED JUNE 30, 2021

ROXBURY TOWNSHIP SCHOOL DISTRICT
COUNTY OF MORRIS
AUDITORS' MANAGEMENT REPORT ON ADMINISTRATIVE
FINDINGS - FINANCIAL,
COMPLIANCE AND PERFORMANCE
FISCAL YEAR ENDED JUNE 30, 2021
TABLE OF CONTENTS

	<u>Page</u>
Cover Letter	1
Scope of Audit	2
Administrative Practices and Procedures:	2
Insurance	2
Officials in Office and Surety Bonds	2
Tuition Charges	2
Financial Planning, Accounting and Reporting:	2
Examination of Claims	2
Payroll Account and Position Control Roster	2
Reserve for Encumbrances and Accounts Payable	3
Classification of Expenditures	3
Board Secretary's Records	3
Treasurer's Records	3
Elementary and Secondary Education Act (E.S.E.A.) as amended by the Every Student Succeeds Act	3
Other Special Federal and/or State Projects	4
T.P.A.F. Reimbursement	4
School Purchasing Programs:	5
Contracts and Agreements Requiring Advertisement for Bids	5
School Food Service Fund	6
Student Body Activities	7
Application for State School Aid	8
Pupil Transportation	8
Facilities and Capital Assets	9
Travel Expense and Reimbursement Policy	9
Testing of Lead of all Drinking Water in Educational Facilities	9
Management Suggestions	10
Follow-up on Prior Year Findings	10
Schedule of Meal Count Activity (Not Applicable)	
Schedule of Net Cash Resources (Not Applicable)	
Schedule of Audited Enrollment	11
Excess Surplus Calculation	17
Summary of Recommendations	19



200 Valley Road, Suite 300
Mt. Arlington, NJ 07856
973.298.8500

11 Lawrence Road
Newton, NJ 07860
973.383.6699

nisivoccia.com

Independent Member
BKR International

October 25, 2021

The Honorable President and Members
of the Board of Education
Roxbury Township School District
County of Morris, NJ

We have audited, in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Board of Education of the Roxbury Township School District in the County of Morris for the year ended June 30, 2021, and have issued our report thereon dated October 25, 2021.

As part of our audit, we performed procedures required by the New Jersey Department of Education, and the findings and results thereof are disclosed on the following pages, as listed in the accompanying table of contents.

We will review the status of the comments during our next audit engagement. We have already discussed these comments and suggestions with various management personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations.

This report is intended for the information of the Roxbury Township School District's management and the New Jersey Department of Education. However, this report is a matter of public record and its distribution is not limited.

Nisivoccia LLP
NISIVOCCIA LLP

Man C Lee

Man C. Lee
Licensed Public School Accountant #2527
Certified Public Accountant

ROXBURY TOWNSHIP SCHOOL DISTRICT
ADMINISTRATIVE FINDINGS - FINANCIAL, COMPLIANCE
AND PERFORMANCE
FISCAL YEAR ENDED JUNE 30, 2021

Scope of Audit

The audit covered the financial transactions of the Board Secretary/School Business Administrator and Treasurer of School Moneys, the activities of the Board of Education, the records of the various funds under the auspices of the Board of Education.

Administrative Practices and Procedures

Insurance

Multi-peril insurance coverage was carried in the amounts as detailed on Exhibit J-20, Insurance Schedule contained in the District's CAFR.

Officials in Office and Surety Bonds

<u>Name</u>	<u>Position</u>	<u>Coverage</u>
Lisa Palmieri	Treasurer of School Monies	\$ 355,000
Joseph Mondanaro	School Business Administrator/Board Secretary	100,000

The District has Employee Dishonesty and Faithful Performance coverage through the School Alliance Insurance Fund as detailed on Exhibit J-20 of the CAFR.

Tuition Charges

A comparison of tentative tuition charges and actual certified tuition charges was made. The actual costs were different than estimated costs. The Board made a proper adjustment to the billings to sending districts for the change in per pupil costs in accordance with N.J.A.C. 6A:23A-3.1(f)3.

Financial Planning, Accounting and Reporting

Examination of Claims

An examination of claims paid on a test basis, during the period under review indicated overall compliance with respect to certification or supporting documentation.

Payroll Account and Position Control Roster

The net salaries of employees of the Board were deposited in the Payroll Account. Employees' payroll deductions and employer's share of fringe benefits were deposited in the Payroll Agency Account. Salary withholdings were promptly remitted to the proper agencies, including health benefits withholding due to the general fund.

All payrolls tested were approved by the Superintendent and were certified by the President of the Board, the Board Secretary/Business Administrators and the Chief School Administrator. Payrolls were delivered to the Treasurer of School Monies with a warrant to her order for the full amount of the payroll.

The required certification (E-CERT1) of compliance with requirements for income tax on compensation of administrators (superintendent, assistant superintendent, and business administrator) to the NJ Department of Treasury was filed in a timely manner.

ROXBURY TOWNSHIP SCHOOL DISTRICT
ADMINISTRATIVE FINDINGS - FINANCIAL, COMPLIANCE
AND PERFORMANCE
FISCAL YEAR ENDED JUNE 30, 2021
 (Continued)

Financial Planning, Accounting and Reporting (Cont'd)

Reserve for Encumbrances and Accounts Payable

A review of outstanding issued purchase orders was made on a test basis as of June 30, for proper classification of orders as reserve for encumbrances and accounts payable.

Finding 2021-002

During our review of open purchase orders, it was noted that certain items were not valid or classified properly. However, as these purchase orders were cancelled or reclassified under the direction of the School Business Administrator, a formal recommendation is deemed unwarranted.

Classification of Expenditures – General and Administrative

The coding of expenditures was tested for proper classification in accordance with N.J.A.C. 6A:23A-8.2 as part of our test of transactions of randomly selected expenditure items. We also reviewed the coding of all expenditures included in our compliance and single audit testing procedures. In addition to randomly selecting a test sample, we also reviewed administrative coding classifications to determine overall reliability and compliance with N.J.A.C. 6A:23A-16.2(f). Overall compliance was noted.

Board Secretary's Records

In planning and performing our audit of the financial statements of the Board, we considered the condition of the Board Secretary's records for the purpose of expressing our opinion on the financial statements and not to provide specific assurance on the condition of the records. Based on these procedures, we have no comments except as noted herein.

Treasurer's Records

In planning and performing our audit of the financial statements of the Board, we considered the condition of the Treasurer's records for the purpose of expressing our opinion on the financial statements and not to provide specific assurance on the condition of the records. Based on these procedures, we have no comments except as noted herein.

Elementary and Secondary Education Act (E.S.E.A.) as amended by the Every Student Succeeds Act (ESSA)

The E.S.E.A. financial exhibits are contained herein within the Special Revenue Section of the District's CAFR. This section of the CAFR documents the financial position pertaining to projects under Title I, Title II, Title III, Title III Immigrant and Title IV of the Elementary and Secondary Education Act as amended and reauthorized.

The study of compliance for the E.S.E.A. did not indicate any area of noncompliance.

ROXBURY TOWNSHIP SCHOOL DISTRICT
ADMINISTRATIVE FINDINGS - FINANCIAL, COMPLIANCE
AND PERFORMANCE
FISCAL YEAR ENDED JUNE 30, 2021
(Continued)

Financial Planning, Accounting and Reporting (Cont'd)

Other Special Federal and/or State Projects

The financial exhibits are contained within the Special Revenue Section of the CAFR. This section of the CAFR documents the financial position pertaining to the aforementioned special projects.

The District's Special Projects were approved as listed on Schedule A and Schedule B located in the CAFR.

Our audit of the federal and state funds on a test basis indicated that obligations and expenditures were incurred during the fiscal year or project period for which the project was approved.

Finding 2021-003:

During our review of the District's Extraordinary Aid application, it was noted that:

- a. The related services costs reported for Category 2 students were based on estimates. Although Districts are allowed to estimate costs on the application, the District is still required to provide a reasonable estimate. Of the 8 students tests, the actual related services costs for 4 students were \$23,487 (in total) lower than the estimated cost.
- b. The District did not report the cost for related services for Category 1 students which would have increased its award. The total amount of under-reported costs for 3 students tested was \$22,747.
- c. The net amount of overreported costs was \$740.

Recommendation

It is recommended that the District reviews the estimated related services costs for reasonableness and take extra care to ensure that all related services costs are reported on the ExAid application.

Management's Response

The District will take extra care to ensure that all costs reported on the ExAid application are accurate and complete.

T.P.A.F. Reimbursement

Our audit procedures included a test of the biweekly reimbursements filed with the Department of Education for district employees who are members of the Teachers' Pension and Annuity Fund. No exceptions were noted.

T.P.A.F. Reimbursement to the State for Federal Salary Expenditures

The T.P.A.F. Reimbursement to the State for Federal Salary Expenditures was remitted to the State of New Jersey prior to the required deadline of October 1, 2021. The reimbursement form was reviewed and no exceptions were noted.

ROXBURY TOWNSHIP SCHOOL DISTRICT
ADMINISTRATIVE FINDINGS - FINANCIAL, COMPLIANCE
AND PERFORMANCE
FISCAL YEAR ENDED JUNE 30, 2021
 (Continued)

School Purchasing Programs

Contracts and Agreements Requiring Advertisement for Bids

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

a. "When the cost or price of any contract awarded by the purchasing agent in the aggregate, does not exceed in a contract year the total sum of \$17,500, the contract may be awarded by a purchasing agent when so authorized by resolution of the Board of Education without public advertising for bids and bidding therefore, except that the Board of Education may adopt a resolution to set a lower threshold for the receipt of public bids or the solicitation of competitive quotations. If the purchasing agent is qualified pursuant to subsection b. of section 9 of P.L.1971, c. 198 the Board of Education may establish that the bid threshold may be up to \$25,000. Such authorization may be granted for each contract or by a general delegation of the power to negotiate and award such contracts pursuant to this section.

b. Commencing in the fifth year after the year in which P.L.1999, c. 440 takes effect and every five years thereafter, the Governor, in consultation with the Department of Treasury, shall adjust the threshold amount and the higher threshold amount which the Board of Education is permitted to establish as set forth in subsection a. of this section or the threshold amount resulting from any adjustment under this subsection, in direct proportion to the rise or fall of the index rate as that term is defined in N.J.S.A. 18A:18A-2, and shall round the adjustment to the nearest \$1,000. The Governor shall notify all local school districts of the adjustment no later than June 1 of every fifth year. The adjustment shall become effective on July 1 of the year in which it is made"

N.J.S.A. 18A:18A-4 states, "Every contract for the provision or performance of any goods or services the cost of which in the aggregate exceeds the bid threshold, shall be awarded only by resolution of the Board of Education to the lowest responsible bidder after public advertising for bids and bidding therefore, except as is provided otherwise in this chapter or specifically by any other law"

The bid thresholds in accordance with N.J.S.A. 18A:18A-2 and 18A:18A-3(a) are \$44,000 (with a Qualified Purchasing Agent) and \$32,000 (without a Qualified Purchasing Agent), respectively. The law regulating bidding for public school student transportation contracts under N.J.S.A. 18A:39-3 is \$19,600 for 2020-2021.

As per N.J.S.A. 18A:18A-3, the Board passed a resolution authorizing the Business Administrator as a qualified purchasing agent and increasing the bid threshold to \$40,000.

Inasmuch as the system of records did not provide for an accumulation of payments for categories for the performance of any work or the furnishing or hiring of any materials or supplies, the results of such an accumulation could not reasonably be ascertained. Disbursements were reviewed, however, to determine whether any clear-cut violations existed. No exceptions were noted.

Based upon the results of our examination, we did not note any individual payments, contracts, or agreements for the performance of any work or goods or services, in excess of the statutory thresholds where there had been no advertising for bids in accordance with the provision of N.J.S.A. 18A:18A-4, amended.

Resolutions were adopted authorizing the awarding of contracts or agreements for "Professional Services" per N.J.S.A. 18A:18A-5.

ROXBURY TOWNSHIP SCHOOL DISTRICT
ADMINISTRATIVE FINDINGS - FINANCIAL, COMPLIANCE
AND PERFORMANCE
FISCAL YEAR ENDED JUNE 30, 2021
(Continued)

School Purchasing Programs (Cont'd)

Contracts and Agreements Requiring Advertisement for Bids (Cont'd)

The system of records did not provide for an accumulation of purchases for which the school board used contracts entered into by the State Department of Purchase and Property pursuant to Ch. 114, P.L. 1977, therefore, the extent of such purchases could not reasonably be ascertained.

School Food Service

The financial transactions and statistical records of the School Food Service Fund were reviewed. The financial accounts, meal count records and eligibility applications were reviewed on a test-check basis. Exceptions were noted.

Finding 2021-001:

During our review of the District's meal count records, we noted that for 3 out of 10 months we tested, there were instances where daily meal count records were not maintained on file and meal count records did not agree with the number of meals claimed through the School Nutrition Electronic Application and Reimbursement System ("SNEARS"). The District overclaimed 884 meals for reimbursement in the amount of \$2,674 (591 lunches overclaimed totaling \$2,115, 278 breakfasts overclaimed totaling \$525 and 15 severe breakfasts overclaimed totaling \$34). The District was not consistent in applying a standard meal counting system at each site location. Extra care was not taken to ensure that the daily meal count tally sheets maintained by each site location were complete and accurate and agreed to the monthly reimbursement claims.

Recommendation:

It is recommended that the District implement a standard meal counting system at each site location and take extra care to ensure that the daily meal count tally sheets maintained by each site location are complete and accurate and agree to the monthly reimbursement claims.

Management Response:

The District will implement a standard meal counting system at each site location and take extra care to ensure that the daily meal count tally sheets maintained by each site location are accurate and agree to the monthly reimbursement claims.

Cash receipts and bank records were reviewed for timely deposit. No exceptions were noted.

The District utilizes a food service management company (FMSC) and is depositing and expending program monies in accordance with N.J.S.A. 18A:17-34, and 19-1 through 19-4.1. Provisions of the FMSC Cost Reimbursable Fixed Price contract/addendum were reviewed and audited. The FMSC contract includes an operating results provision which guarantees that the food service program will return a profit of at least \$80,280. Operating results provision has been met. No exceptions were noted. All vendor discounts, rebates and credits from vendors and/or the FSMC were tracked and credited to the Food Service account and reconciled to supporting documentation at least annually. No exceptions were noted. All vendor discounts, rebates and credits from vendors and/or the FSMC were tracked and credited to the Food Service account and reconciled to supporting documentation at least annually. No exceptions were noted.

ROXBURY TOWNSHIP SCHOOL DISTRICT
ADMINISTRATIVE FINDINGS - FINANCIAL, COMPLIANCE
AND PERFORMANCE
FISCAL YEAR ENDED JUNE 30, 2021
(Continued)

School Food Service (Cont'd)

Expenditures were separately recorded as food, labor and other costs. Vendor invoices were reviewed and costs verified on a test basis. Inventory records on food supply items were currently maintained and properly applied in determining the cost of food and supplies used. No exceptions were noted.

The cash disbursements records reflected expenditures for program related goods and services. The appropriate revenue and expenditure records were maintained in order to substantiate the nonprofit status of the School Food Service Fund. No exceptions were noted.

The SFA recorded and maintained separate supporting documentation for additional costs (food, supplies, transportation, etc.) applicable to the implementation of the COVID-19 meal service under SSO or SFSP program requirements.

The FSMC did not apply for and receive a loan in accordance with the Payroll Protection Plan.

Time sheets and labor costs provided to the District from the Food Service contractor were reviewed on a test basis without exception. Payroll records were maintained on all School Food Service employees authorized by the Board of Education. No exceptions were noted.

The number of meals claimed for reimbursement was compared to sales and meal count records on a test basis. As part of the claims review process, the Edit Check Worksheet was completed. Reimbursement claims were submitted/certified in a timely manner. Exceptions were noted as detail on the prior page.

Applications for free and reduced price meals were reviewed for completeness and accuracy. The number of free and reduced price meals claimed as served was compared to the number of valid applications/or to the list of directly certified students on file, times the number of operating days, on a school-by-school basis.

The free and reduced price meal policy was reviewed for uniform administration throughout the school district. Sites approved to participate in Provisions I and II were examined for compliance with all counting and claiming requirements. The required verification procedures for free and reduced price applications were waived by the New Jersey Department of Agriculture for fiscal year 2021. No exceptions were noted.

U.S.D.A. Food Distribution Program commodities (food and/or commodities) were received and a single inventory was maintained on a first-in, first-out basis. No exceptions were noted.

Non-program foods were not purchased, prepared or offered for sale.

Exhibits reflecting Child Nutrition Program operations are included in the section entitled "Proprietary Funds", Section G of the CAFR.

Student Body Activities

In planning and performing our audit of the financial statements of the Board, we considered the condition of the records of the Student Activities Fund for the purpose of expressing our opinion on the financial statements and not to provide specific assurance on the condition of the records. Based on these procedures, we have noted the following comments.

ROXBURY TOWNSHIP SCHOOL DISTRICT
ADMINISTRATIVE FINDINGS - FINANCIAL, COMPLIANCE
AND PERFORMANCE
FISCAL YEAR ENDED JUNE 30, 2021
(Continued)

Student Body Activities (Cont'd)

Finding 2021-004

The bank reconciliations for the student activity accounts were not prepared in a timely manner. However, as the District has already implemented procedures to correct this in the subsequent fiscal year, no formal recommendation is deemed warranted.

Application for State School Aid

Our audit procedures included a test of information reported in the October 15, 2020 Application for State School Aid (A.S.S.A.) for on-roll, private schools for the disabled, low income students and bilingual education. We also performed a review of the District procedures related to its completion. The information on the A.S.S.A. was compared to the District workpapers with exceptions. The information that was included on the workpapers was verified on a test basis with no exceptions. The results of our procedures are presented in the Schedule of Audited Enrollments.

The District maintained workpapers on the prescribed State forms or their equivalent.

The District's written procedures for the recording of student enrollment data appear to be adequate except as noted below.

Finding 2021-005

During our testing, it was noted that speech only students as defined in N.J.A.C. 6A:14-3.6 were being reported as special education students instead of regular education students.

Recommendation

It is recommended that speech only students be reported as regular education students.

Management's Response

The District will ensure that speech only students are reported as regular education students.

Pupil Transportation

Our audit procedures included a test of on-roll status reported on the 2020-2021 District Report of Transported Resident Students (DRTRS). The information that was included on the DRTRS was verified to the DRTRS Eligibility Summary Report without exception. The results of our procedures are presented in the Schedule of Audited Enrollments.

ROXBURY TOWNSHIP SCHOOL DISTRICT
ADMINISTRATIVE FINDINGS - FINANCIAL, COMPLIANCE
AND PERFORMANCE
FISCAL YEAR ENDED JUNE 30, 2021
(Continued)

Pupil Transportation (Cont'd)

Our procedures also included a review of transportation related contracts and purchases. Based on our review, the District complied with proper bidding procedures and award of contracts. No exceptions were noted in our review of transportation related purchases of goods and services.

Facilities and Capital Assets

Our procedures included a review of the SDA grant agreements for consistency with recording of the revenue and awarding of contracts for eligible facilities construction.

Finding 2021-006

During fiscal year 2018, the District was working with an independent capital assets appraisal company to accurately update the capital assets inventory records prepared by the independent company as of June 30, 2017. However, as the independent company was not able to resolve certain discrepancies noted in the capital assets records, the District elected to maintain the capital assets records in-house as of June 30, 2018. The District has been in the process of updating its capital assets inventory records to include certain existing capital assets and certain prior year and current year additions and disposals of capital assets that the independent capital assets appraisal company did not reflect in their report. As a result of the pandemic, the process has been delayed. The District was able to provide a separate list of additions and deletions, which have been included in their district-wide financial statements.

Recommendation

It is recommended that the District continue to update its capital assets inventory records.

Management's Response

The District is in the process of updating the capital assets inventory records.

Travel Expense and Reimbursement Policy

Travel regulations require each District to adopt a formal policy and procedure pertaining to travel and expense reimbursement for its employees and board members. The regulations include requirements for the District to establish a maximum travel amount for the year and to ensure that the maximum amount is not exceeded. The regulations also require that all travel must be preapproved by the Board of Education and Superintendent and that a brief report detailing the key issues addressed at the travel event must be submitted after the travel event has occurred. Overall compliance was noted.

Testing for Lead of All Drinking Water in Educational Facilities

The District did submit the annual Statement of Assurance to the NJ Department of Education, pursuant to N.J.A.C. 6A:26-12.4(g).

ROXBURY TOWNSHIP SCHOOL DISTRICT
ADMINISTRATIVE FINDINGS - FINANCIAL, COMPLIANCE
AND PERFORMANCE
FISCAL YEAR ENDED JUNE 30, 2021
(Continued)

Management Suggestions

Surety Bond Coverage

It is suggested that the District consider increasing the Treasurer's surety bond coverage to ensure that the State's minimum requirements will continue to be met in future fiscal years.

Governmental Accounting Standards Board (GASB) Statements

GASB Statement No. 87, *Leases*, is effective for the fiscal year ended June 30, 2022. Under this statement, the District will be required to recognize a lease liability and an intangible right-to-use asset for each lease agreement with a lease term in excess of 12 months. This statement will enhance the comparability of financial statements among governments by requiring the reporting of leases under a single model. Additionally, certain leases that are currently not reported will be under this statement.

COVID-19 Federal Funding

It is likely that the District will undergo some review of its COVID-19 federal funding if only at a desk review level by state and/or federal agencies. We strongly suggest that the District ensures that these funds are utilized in accordance with the applicable federal requirements especially with respect to procurement. Additionally, we strongly suggest that the District ensures that these funds are accounted for in the state account numbers designated by the NJ Department of Education and that any applicable Board policies are current with respect to federal grant requirements.

Sick and Vacation Leave

It is suggested that the District consult with its attorney to ensure that its negotiated labor contracts, individual employee agreements and employee policies, as applicable, are in accordance with New Jersey statutes regarding unused sick and vacation leave.

Follow-up on Prior Year Findings/Recommendations

The prior year recommendation regarding the bank reconciliations for student activity accounts was resolved in the current year. The prior year recommendation regarding fixed assets was not resolved and remains as a current year recommendation.

ROXBURY TOWNSHIP SCHOOL DISTRICT
SCHEDULE OF MEAL COUNT ACTIVITY
FOOD SERVICE FUND
NUMBER OF MEALS SERVED AND (OVER)/UNDER CLAIM
ENTERPRISE FUND
FISCAL YEAR ENDED JUNE 30, 2021

SCHEDULE OF MEAL COUNT ACTIVITY
ENTERPRISE FUND - FOOD SERVICE FUND

NUMBER OF MEALS SERVED AND (OVER) UNDERCLAIM - FEDERAL

<u>Program</u>	<u>Meals Claimed</u>	<u>Meals Tested</u>	<u>Meals Verified</u>	<u>Difference</u>	<u>Rate</u>	<u>(Over)/ Under Claim</u>
National School Lunch:						
Seamless Summer Option	280,618	121,723	121,132	(591)	\$ 3.51	\$ (2,074)
HHFKA	280,618	121,723	121,132	(591)	0.07	(41)
School Breakfast:						
Seamless Summer Option	168,437	67,065	66,787	(278)	1.89	(525)
Severe School Breakfast:						
Seamless Summer Option	19,249	7,570	7,555	<u>(15)</u>	2.26	<u>(34)</u>
Total Net Overclaim				<u>(884)</u>		<u>\$ (2,674)</u>

ROXBURY TOWNSHIP SCHOOL DISTRICT
ADMINISTRATIVE FINDINGS – FINANCIAL COMPLIANCE
AND PERFORMANCE
FISCAL YEAR ENDED JUNE 30, 2021
 (Continued)

ENTERPRISE FUND – FOOD SERVICE – NET CASH RESOURCES SCHEDULE

Net Cash Resources:

CAFR	*	Current Assets		
B-4		Due from Other Governments	207,660	
CAFR		Current Liabilities		
B-4		Less Due to Other Funds	(88,184)	
G-1		Less Unearned Revenue	(34,897)	
			<u>84,579</u>	
		Net Cash Resources	\$ <u>84,579</u>	(A)

Net Adjusted Total Operating Expense:

G-2	Total Operating Expenses	\$ 1,425,757	
G-2	Less Depreciation	(64,276)	
		<u>1,361,481</u>	
	Adjusted Total Operating Expenses	\$ <u>1,361,481</u>	(B)

Average Monthly Operating Expense:

B / 10	\$ <u>136,148</u>	(C)
--------	-------------------	------------

Three times monthly Average:

3 X C	\$ <u>408,444</u>	(D)
-------	-------------------	------------

TOTAL IN BOX A	\$ 84,579	(A)
LESS TOTAL IN BOX D	408,444	(D)
NET	<u>\$ (323,865)</u>	

From above:

A is greater than D, cash exceeds 3 X average monthly operating expenses.
D is greater than A, cash does not exceed 3 X average monthly operating expenses.

* Inventories are not to be included in total current assets.

ROXBURY TOWNSHIP SCHOOL DISTRICT
SCHEDULE OF AUDITED ENROLLMENT
APPLICATION FOR STATE SCHOOL AID SUMMARY
ENROLLMENT AS OF OCTOBER 15, 2020

	2021-2022 Application for State School Aid						Sample for Verification					
	Reported on ASSA On Roll		Reported on Workpapers On Roll		Errors		Sample Selected from Workpapers		Verified per Registers On Roll		Errors per Registers on Roll	
	Full	Shared	Full	Shared	Full	Shared	Full	Shared	Full	Shared	Full	Shared
Half Day Kindergarten	201		196		5		196		196			
Grade One	199		191		8		191		191			
Grade Two	208		190		18		190		190			
Grade Three	210		194		16		194		194			
Grade Four	195		188		7		188		188			
Grade Five	225		214		11		214		214			
Grade Six	202		198		4		198		198			
Grade Seven	218		214		4		214		214			
Grade Eight	216		216				216		216			
Grade Nine	272		272				272		272			
Grade Ten	249		249				249		249			
Grade Eleven	233	16	231	16	2		231	16	231	16		
Grade Twelve	274	7	274	7			274	7	274	7		
Subtotal	2,902	23	2,827	23	75		2,827	23	2,827	23		
Special Education:												
Elementary School	188		221		(33)		10		10			
Middle School	101		109		(8)		6		6			
High School	182	5	184	6	(2)	(1)	9		9			
Subtotal	471	5	514	6	(43)	(1)	25		25			
Totals	3,373	28	3,341	29	32	(1)	2,852	23	2,852	23	-0-	-0-
Percentage Error					0.96%	-3.57%					0.00%	0.00%

ROXBURY TOWNSHIP SCHOOL DISTRICT
SCHEDULE OF AUDITED ENROLLMENT
APPLICATION FOR STATE SCHOOL AID SUMMARY
ENROLLMENT AS OF OCTOBER 15, 2020

	Private Schools for Handicapped					Resident Low Income						
	Reported on ASSA as Private Schools	Reported on Workpapers as Private Schools	Errors	Sample for Verification	Sample Verified	Sample Errors	Reported on ASSA as Low Income	Reported on Workpapers as Low Income	Errors	Sample Selected from Workpapers	Verified to Application and Register	Sample Errors
Full Day Kindergarten							12	12		1	1	
Grade One							26	30	(4)	2	2	
Grade Two							34	28	6	3	3	
Grade Three							32	28	4	1	1	
Grade Four							27	25	2	1	1	
Grade Five							24	23	1	1	1	
Grade Six							29	28	1	2	2	
Grade Seven							25	25		1	1	
Grade Eight							29	29		3	3	
Grade Nine							35	36	(1)	1	1	
Grade Ten							28	31	(3)	1	1	
Grade Eleven							22	23	(1)	2	2	
Grade Twelve							27	29	(2)	1	1	
Subtotal							350	347	3	20	20	
Special Education:												
Elementary School	9	9		1	1		48	49	(1)	3	3	
Middle School	3	3		1	1		26	24	2	1	1	
High School	19	19		3	3		37	48	(11)	1	1	
Subtotal	31	31		5	5		111	121	(10)	5	5	
Totals	31	31	-0-	5	5	-0-	461	468	(7)	25	25	-0-
Percentage Error			0.00%			0.00%			-1.52%			

ROXBURY TOWNSHIP SCHOOL DISTRICT
SCHEDULE OF AUDITED ENROLLMENT
APPLICATION FOR STATE SCHOOL AID SUMMARY
ENROLLMENT AS OF OCTOBER 15, 2020

	LEP Low Income					LEP NOT Low Income					
	Reported on ASSA as LEP	Reported on Workpapers as LEP	Sample Selected from	Verified to Application, Test Scores & Register	Sample Errors	Reported on ASSA as LEP NOT Low Income	Reported on Workpapers as LEP NOT Low Income	Errors	Sample Selected from	Verified to Test Scores & Register	Sample Errors
Full Day Kindergarten	1	1				5	5				
Grade One	3	3				1	1		1	1	
Grade Two	1	1				5	5		1	1	
Grade Three	2	2				5	5		1	1	
Grade Four	5	5									
Grade Five	2	2	1	1		1	1				
Grade Six	1	1	1	1							
Grade Seven	2	2				4	4		1	1	
Grade Eight	1	1									
Grade Nine	3	3	1	1		4	4				
Grade Ten	6	6	1	1		3	3		1	1	
Grade Eleven						1	1				
Grade Twelve	2	2				3.5	3.5				
Subtotal	29	29	4	4		32.5	32.5		5	5	
Special Education:											
Elementary School	5	4	1	1		2	2				
Middle School	2	2									
Subtotal	7	6	1	1		2	2				
Totals	36	35	1	5	-0-	34.5	34.5	-0-	5	5	-0-
Percentage Error			2.78%		0.00%			0.00%			0.00%

ROXBURY TOWNSHIP SCHOOL DISTRICT
SCHEDULE OF AUDITED ENROLLMENT
APPLICATION FOR STATE SCHOOL AID SUMMARY
ENROLLMENT AS OF OCTOBER 15, 2020

	Transportation					
	Reported on DRTRS by DOE	Reported on DRTRS by District	Errors	Tested	Verified	Errors
Regular - Public Schools	1,364	1,364		17	17	
Regular - Special Education	264	264		3	3	
Transported - Non Public	18	18		1	1	
AIL - Non Public	145	145		1	1	
Special Needs - Public	178	178		2	2	
Special Needs - Private	27	27		1	1	
Totals	<u>1,996</u>	<u>1,996</u>	<u>-0-</u>	<u>25</u>	<u>25</u>	<u>-0-</u>
Percentage Error			<u>0.00%</u>			<u>0.00%</u>

	Reported	Re- calculated
Average Mileage - Regular Including Grade PK Students	4.40	4.40
Average Mileage - Regular Excluding Grade PK Students	4.40	4.40
Average Mileage - Special Education with Special Needs	6.50	6.50

ROXBURY TOWNSHIP SCHOOL DISTRICT
EXCESS SURPLUS CALCULATION
FISCAL YEAR ENDED JUNE 30, 2021

EXCESS SURPLUS CALCULATION

REGULAR DISTRICT

SECTION 1

A. 2% Calculation of Excess Surplus

2020/2021 Total General Fund Expenditures per the CAFR, Ex. C-1	<u>\$ 87,100,098</u> (B)
Increased by:	
Transfer from Capital Outlay to Capital Projects Fund	<u>\$ -0-</u> (B1a)
Transfer from Capital Reserve to Capital Projects Fund	<u>\$ 2,125,343</u> (B1b)
Transfer from General Fund to SRF for PreK-Regular	<u>\$ -0-</u> (B1c)
Transfer from General Fund to SRF for PreK-Inclusion	<u>\$ -0-</u> (B1d)
Decreased by:	
On-Behalf TPAF Pension and Social Security	<u>\$ 12,866,523</u> (B2a)
Assets Acquired Under Capital Leases	<u>\$ 500,000</u> (B2b)
Adjusted 2020-2021 General Fund Expenditures [(B)+(B1's)-(B2's)]	<u>\$ 75,858,918</u> (B3)
4% of Adjusted 2020-2021 General Fund Expenditures [(B3) times .04]	<u>\$ 3,034,357</u> (B4)
Enter Greater of (B4) or \$250,000	<u>\$ 3,034,357</u> (B5)
Increased by: Allowable Adjustment	<u>\$ 1,310,400</u> (K)
Maximum Unassigned Fund Balance [(B5)+(K)]	<u>\$ 4,344,757</u> (M)

SECTION 2

Total General Fund - Fund Balances @ 6/30/2021 (Per CAFR Budgetary Comparison Schedule C-1)	<u>\$ 21,271,954</u> (C)
Decreased by:	
Year End Encumbrances	<u>\$ 1,228,981</u> (C1)
Legally Restricted - Designated for Subsequent Year's Expenditures	<u>\$ -0-</u> (C2)
Legally Restricted - Excess Surplus - Designated for Subsequent Year's Expenditures	<u>\$ 2,500,000</u> (C3)
Other Restricted/Reserved Fund Balances	<u>\$ 8,885,158</u> (C4)
Assigned - Designated for Subsequent Year's Expenditures	<u>\$ 913,058</u> (C5)
Additional Assigned Fund Balance - Unreserved - Designated for Subsequent Year's Expenditures 7/1/21-8/1/21	<u>\$ -0-</u> (C6)
Total Unassigned Fund Balance [(C)-(C1)-(C2)-(C3)-(C4)-(C5)-(C6)]	<u>\$ 7,744,757</u> (U1)

ROXBURY TOWNSHIP SCHOOL DISTRICT
EXCESS SURPLUS CALCULATION
FISCAL YEAR ENDED JUNE 30, 2021
 (Continued)

SECTION 3

Restricted Fund Balance - Excess Surplus [(U2)-(M)] IF NEGATIVE, ENTER -0- \$ 3,400,000 (E)

Recapitulation of Excess Surplus as of June 30, 2021

Restricted Excess Surplus - Designated for Subsequent Year's Expenditures \$ 2,500,000 (C3)

Restricted Excess Surplus [(E)] \$ 3,400,000 (E)

Total [(C3)+(E)+(F)] \$ 5,900,000 (D)

Detail of Allowable Adjustments

Impact Aid \$ -0- (H)

Sale and Lease Back \$ -0- (I)

Extraordinary Aid \$ 1,267,480 (J1)

Additional Nonpublic School Transportation Aid \$ 42,920 (J2)

Current Year School Bus Advertising Revenue Recognized \$ -0- (J3)

Family Crisis Transportation Aid \$ -0- (J4)

Total Adjustments ((H)+(I)+(J1)+(J2)+(J3)+(J4)) \$ 1,310,400 (K)

Detail of Other Restricted Fund Balance

Statutory restrictions:

Approved unspent separate proposal \$ -0-

Sale/lease-back reserve \$ -0-

Capital reserve \$ 6,034,526

Maintenance reserve \$ 2,113,331

Emergency reserve \$ 216,106

Tuition reserve \$ -0-

School Bus Advertising 50% Fuel Offset Reserve - current year \$ -0-

School Bus Advertising 50% Fuel Offset Reserve - prior year \$ -0-

Impact Aid General Fund Reserve (Sections 8002 and 8003) \$ -0-

Impact Aid Capital Fund Reserve (Sections 8007 and 8008) \$ -0-

Unemployment compensation \$ 521,195

Other state/governmental mandated reserve \$ -0-

Other Restricted Fund Balance not noted above \$ -0-

Total Other Restricted Fund Balance \$ 8,885,158 (C4)

ROXBURY TOWNSHIP SCHOOL DISTRICT
SUMMARY OF RECOMMENDATIONS
FISCAL YEAR ENDED JUNE 30, 2021

It is recommended that:

1. Administrative Practices and Procedures
None
2. Financial Planning, Accounting and Reporting
2021-003: The District reviews the estimated related services costs for reasonableness and take extra care to ensure that all related services costs are reported on the ExAid application.
3. School Purchasing Program
None
4. School Food Service
2021-001: The District implement a standard meal counting system at each site location and take extra care to ensure that the daily meal count tally sheets maintained by each site location are complete and accurate and agree to the monthly reimbursement claim.
5. Student Body Activities
None
6. Application for State School Aid
2021-005: Speech only students be reported as regular education students.
7. Pupil Transportation
None
8. Facilities and Capital Assets
2021-006: The District continue to update its capital assets inventory records.
9. Travel Expense and Reimbursement Policy
None
10. Status of Prior Year's Finding/Recommendation
The prior year recommendation regarding the bank reconciliations for student activity accounts was resolved in the current year. The prior year recommendation regarding fixed assets was not resolved and remains as a current year recommendation.

CORRECTIVE ACTION PLAN - 2020/2021

NAME OF SCHOOL ROXBURY TOWNSHIP SCHOOL DISTRICT COUNTY MORRIS
 TYPE OF AUDIT ANNUAL COMPREHENSIVE FINANCIAL REPORT
 DATE OF BOARD MEETING DECEMBER 13, 2021
 CONTACT PERSON JOSEPH MONDANARO, SCHOOL BUSINESS ADMINISTRATOR
 TELEPHONE NUMBER (973) 584-6099

RECOMMENDATION NUMBER	CORRECTIVE ACTION APPROVED BY THE BOARD	METHOD OF IMPLEMENTATION	PERSON RESPONSIBLE FOR IMPLEMENTATION	COMPLETION DATE OF IMPLEMENTATION
1. <u>Administrative Practices and Procedures</u> None				
2. <u>Financial Planning, Accounting and Reporting</u>				
The District reviews the estimated related services costs for reasonableness and take extra care to ensure that all related services costs are reported on the ExAid application.	The Business Administrator will review procedures with the Special Education Department.	The Business Administrator will review procedures with the Special Education Department. The Special Education Department will ensure that related service costs are reported accurately in the ExAid application.	Business Administrator	5/31/2022
3. <u>School Purchasing Program</u> None				
4. <u>School Food Service</u>				
The District implement a standard meal counting system at each site location and take extra care to	The Business Administrator will review procedures on meal counting with the Food Service Management Company.	The Business Administrator will review procedures on meal counting with the Food Service Management Company. The Food Service Management Company will submit weekly tally counts to the Business Office.	Business Administrator and Food Service Management Company	11/30/2021

CORRECTIVE ACTION PLAN - 2020/2021

NAME OF SCHOOL ROXBURY TOWNSHIP SCHOOL DISTRICT COUNTY MORRIS
 TYPE OF AUDIT ANNUAL COMPREHENSIVE FINANCIAL REPORT
 DATE OF BOARD MEETING DECEMBER 13, 2021
 CONTACT PERSON JOSEPH MONDANARO, SCHOOL BUSINESS ADMINISTRATOR
 TELEPHONE NUMBER (973) 584-6099

ensure that the daily meal count tally sheets maintained by each site location are complete and accurate and agree to the monthly reimbursement claim.				
RECOMMENDATION NUMBER	CORRECTIVE ACTION APPROVED BY THE BOARD	METHOD OF IMPLEMENTATION	PERSON RESPONSIBLE FOR IMPLEMENTATION	COMPLETION DATE OF IMPLEMENTATION
5. <u>Student Body Activities</u> None				
6. <u>Application for State School Aid</u> Speech only students be reported as regular education students.	The Business Administrator will review the ASSA process.	The Business Administrator will review the ASSA process. The Business Administrator will review the ASSA data with the Data Specialist before the ASSA is submitted.	Business Administrator	11/30/2021
7. <u>Pupil Transportation</u> None				
8. <u>Facilities and Capital Assets</u> The District continue to update its capital assets inventory records.	The Business Administrator will review the procedures in place for updating its capital assets inventory.	The Business Administrator will review the procedures in place for updating its capital assets inventory. The Business Administrator will bring in a asset inventory management company to update	Business Administrator	2/28/2022

CORRECTIVE ACTION PLAN - 2020/2021

NAME OF SCHOOL ROXBURY TOWNSHIP SCHOOL DISTRICT COUNTY MORRIS
 TYPE OF AUDIT ANNUAL COMPREHENSIVE FINANCIAL REPORT
 DATE OF BOARD MEETING DECEMBER 13, 2021
 CONTACT PERSON JOSEPH MONDANARO, SCHOOL BUSINESS ADMINISTRATOR
 TELEPHONE NUMBER (973) 584-6099

		and maintain the district's asset inventory.		
9. <u>Travel Expense and Reimbursement Policy</u> None				
10. <u>Status of Prior Year's Finding/Recommendations</u> The prior year recommendation regarding the bank reconciliations for student activity accounts was resolved in the current year. The prior year recommendation regarding fixed assets was not resolved and remains as a current year recommendation.				

CHIEF SCHOOL ADMINISTRATOR

DATE

BOARD SECRETARY/SCHOOL BUSINESS ADMINISTRATOR

DATE

Description	Manufacturer	Model	Serial #	Asset Tag #	Quantity	Working Condition
Printer	HP	CB581A	CN78L4S0N2	N/A	1	N/A
Printer	HP	CE538A	CNF8F3MKGV	N/A	1	N/A
Printer	HP	Q5987A	CNWDF37183	N/A	1	N/A
Printer	Xerox	Phaser 6800	DPX344191	N/A	1	N/A
Printer	Xerox	Phaser 6180	DPX329279	N/A	1	N
16 GB iPad	Apple	A1474	DMPPWET5FK10	37556000021772	1	Y
16 GB iPad	Apple	A1474	DMPPWG7JFK10	37556000021921	1	Y
16 GB iPad	Apple	A1474	DMPMNQCRFK10	007899	1	Y
32 GB iPad	Apple	A1474	DMPMTBXVFK11	37556000027035	1	Y
16 GB iPad	Apple	A1474	DMPPWG8AFK10	37556000021863	1	Y
16 GB iPad	Apple	A1458	DMQKW5TXF182	007452	1	Y
16 GB iPad	Apple	A1458	DMPKVY2BF182	007409	1	Y
16 GB iPad	Apple	A1458	DMPKVWU0F182	007411	1	Y
16 GB iPad	Apple	A1458	DMQKW5S9F182	007490	1	Y
16 GB iPad	Apple	A1474	DMPMNQ65FK10	007901	1	Y
16 GB iPad	Apple	A1474	DMPPWF1KFK10	37556000021830	1	Y
16 GB iPad	Apple	A1458	DMPKVVMPPF182	007397	1	Y
32 GB iPad	Apple	A1474	DMQMW9YHFK11	37556000026417	1	N
16 GB iPad	Apple	A1458	DMQKW5U6F182	007535	1	Y
32 GB iPad	Apple	A1474	F6QQW0HFFK11	N/A	1	N
32 GB iPad	Apple	A1474	DMPNM969FK11	007921	1	N
32 GB iPad	Apple	A1474	DMPMPJ1CFK11	37556000026318	1	N
iPad	Apple	A1474	DMPMQ54EFK11	37556000140259	1	N
SmartBoard - Box 1	SMART	680	SB680-R2-A25151		1	with tray
SmartBoard - Box 1	SMART	680	SB680-R2-361162		1	with tray
SmartBoard - Box 1	SMART	680	SB680-R2-532988		1	with tray
SmartBoard - Box 1	SMART	680	SB680--M2-D06649		1	with tray

Description	Manufacturer	Model	Serial #	Asset Tag #	Quantity	Working Condition
SmartBoard - Box 2	SMART	680	SB680-R2-819074			with tray
SmartBoard - Box 2	SMART	680	SB680-M2-D34576			with tray
SmartBoard - Box 2	SMART	680	SB680-M2-C02199			no tray
SmartBoard - Box 2	SMART	680	SB680-R2-A18847			with tray
SmartBoard - Box 3	SMART	680	SB680-R2-A76287			with tray
SmartBoard - Box 3	SMART	680	SB680-M2-C02194			with tray
SmartBoard - Box 3	SMART	680	SB680-R2-893593			with tray
SmartBoard - Box 3	SMART	680	SB680-R2-A03167			with tray
SmartBoard - Box 4	SMART	680	SB680-R2-530136			with tray
SmartBoard - Box 4	SMART	680	SB680-R2-A18106			with tray
SmartBoard - Box 4	SMART	680	SB680-R2-816485			with tray
SmartBoard - Box 4	SMART	680	SB680-R2-820034			with tray
SmartBoard - Box 5	SMART	680	SB680-R2-532996			with tray
SmartBoard - Box 5	SMART	680	SB680-R2-680025			with tray
SmartBoard - Box 5	SMART	680	SB680-R2-532983			with tray
SmartBoard - Box 5	SMART	SBX880	SBX880-G012HW37Y0620			with tray
SmartBoard - Box 6	SMART	680	SB680-R2-122703			with tray
SmartBoard - Box 6	SMART	680	SB680-R2-676991			with tray
SmartBoard - Box 6	SMART	680	SB680-M2-C80468			no tray
SmartBoard - Box 7	SMART	580	SB580-16693			with tray
SmartBoard - Box 7	SMART	680	SB680-R2-A18417			with tray
SmartBoard - Box 7	SMART	680	SB680-R2-867677			with tray
SmartBoard - Box 7	SMART	680	SB680-R2-532979			with tray

Description	Manufacturer	Model	Serial #	Asset Tag #	Quantity	Working Condition
SmartBoard - Box 8	SMART	680	SB680-M2-C79266			no tray
SmartBoard - Box 8	SMART	680	SB680-M2-C79087			no
SmartBoard - Box 8	SMART	680	SB680-R2-849194			no tray
SmartBoard - Box 8	SMART	680	SB680-R2-A82205			no tray
SmartBoard - Box 9	SMART	680	SB680-R2-A66302			with tray
SmartBoard - Box 9	SMART	680	SB680-M2-E73582			with tray
SmartBoard - Box 9	SMART	680	SB680-M2-E29069			SmartBoard - Box 10
SmartBoard - Box 9	SMART	680	SB680-R2-359273			no tray
SmartBoard - Box 9	SMART	660	SB660-R1-178889			no tray
SmartBoard - Box 10	SMART	680	SB680-R1-207267			SmartBoard - Box 10
SmartBoard - Box 10	SMART	680	SB680-M2-C82017			SmartBoard - Box 10
SmartBoard - Box 11	SMART	680	SB680-R2-361129		1	no tray
SmartBoard - Box 11	SMART	680	SB680-R2-812678		1	no tray
SmartBoard - Box 11	SMART	680	SB680-R2-532987		1	no tray
SmartBoard - Box 12	SMART	680	SB680-M2-E47747		1	no tray
SmartBoard - Box 12	SMART	680	SB680-M2-E26493		1	no tray
SmartBoard - Box 12	SMART	680	SB680-131982		1	no tray
SmartBoard - Box 12	SMART	680	SB680-M2-E26489		1	no tray
SmartBoard - Box 12	SMART	680	SB680-131975		1	no tray
SmartBoard - Box 13	SMART	680	SB680-M2-E73690		1	tray
SmartBoard - Box 13	SMART	680	SB680-R2-A18039		1	tray
SmartBoard - Box 13	SMART	680	SB680-R2-A82189		1	tray

Description	Manufacturer	Model	Serial #	Asset Tag #	Quantity	Working Condition
2 Charging Towers	Power Logistics	N/A	N/A		2	Y
Small Charging Tower			N/A		1	
Smart TV	Sharp		24001062		1	N
10 ft automatic projector screen	Da-lite		n/a	n/a	1	Y
Document Camera	Smart	450	A102GW33A0489		1	n/a
Document Camera	Smart	450	A102FW28A0637		1	n/a
Document Camera	Smart	450	A102GW33A0399		1	n/a
Document Camera	Smart	450	A102GW23A0346		1	n/a
Document Camera	Smart	450	A102FW28A0638		1	n/a
Document Camera	Smart	450	A102FW28A0640		1	n/a
Document Camera	Smart	450	A102GW25A1326		1	n/a
Document Camera	Smart	450	A102FW28A0390		1	n/a
Document Camera	Smart	450	A102FW28A0636		1	n/a
Document Camera	Smart	450	A102FW28A0682		1	n/a
Document Camera	Smart	450	A102GW25A1273		1	n/a
Document Camera	Smart	450	A102FW28A0611		1	n/a
Printer	HP	LaserJet 1300	CNBJC52354	PH20408	1	n/a
Printer	HP	LaserJet 1300n	CNBKJ14949	PH20284	1	n/a
Printer	HP	LaserJet Pro M201dw	VNB3F64948		1	n/a
Printer	HP	LaserJet 1320	FCNHC58S17B	PH20320	1	n/a
Desktop	Dell	Optiplex 390	DBR15V1		1	n/a
Desktop	Dell	Optiplex 390	DBWZ4V1		1	n/a
Desktop	Dell	Optiplex 390	DBTT4V1		1	n/a
Desktop	Dell	Optiplex 390	DBW25V1		1	n/a
Desktop	Dell	Optiplex 390	DBWW4V1		1	n/a
Desktop	Dell	Optiplex 390	DBRS4V1		1	n/a
Desktop	Dell	Optiplex 390	DBSQ4V1		1	n/a

Description	Manufacturer	Model	Serial #	Asset Tag #	Quantity	Working Condition
ipad cases	Speck	Osmo case for ipad			57	n/a
ipad cases	gumdrop	apple ipad 9.7 drop tech clear			29	n/a
hot spots	verizon	jetpack 4GLTE			3	n/a
Smartboards - RHS Box 1		680	SB680-R2-512273			no tray
Smartboards - RHS Box 1		680	SB680-R2-512276			no tray
Smartboards - RHS Box 1		SBM680	G032HW33P0363			tray
Smartboards - RHS Box 1		680	SB680-R1-070142			no tray
Smartboards - RHS Box 2		680	SB680-R2-816581			no tray
Smartboards - RHS Box 2		680	SB680-R2-905233			no tray
Smartboards - RHS Box 2		680	SB680-R2-312499			no tray
Smartboards - RHS Box 3		680	SB680-R2-A05082			no tray
Smartboards - RHS Box 3		680	SB680-R2-A16744			no tray

POLICY

EXHIBIT #P1 – SECOND 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.



ADMINISTRATION

1648.13/page 3 of 3

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: December 13, 2021



EXHIBIT #P2 – SECOND READING

ADMINISTRATION
1648.14/page 1 of 10
Safety Plan For Healthcare Settings In
School Buildings – COVID-19
M

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.



ADMINISTRATION

1648.14/page 2 of 10

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

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.



ADMINISTRATION

1648.14/page 3 of 10

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.



ADMINISTRATION

1648.14/page 4 of 10

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

- 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.



ADMINISTRATION

1648.14/page 5 of 10

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

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.



ADMINISTRATION

1648.14/page 6 of 10

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

- 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.



ADMINISTRATION

1648.14/page 7 of 10

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

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.



ADMINISTRATION

1648.14/page 8 of 10

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

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.



ADMINISTRATION

1648.14/page 9 of 10

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

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;



POLICY

ADMINISTRATION
1648.14/page 10 of 10
Safety Plan For Healthcare Settings In
School Buildings – COVID-19

- 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: December 13, 2021



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.



POLICY

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.



POLICY

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;



POLICY

- 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.



POLICY

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 #P3 – SECOND READING

PROGRAM
R 2340/Page 1 of 12
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;



REGULATION

ROXBURY TOWNSHIP BOARD OF EDUCATION

PROGRAM
R 2340/Page 2 of 12
FIELD TRIPS

- 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.



REGULATION

ROXBURY TOWNSHIP BOARD OF EDUCATION

PROGRAM
R 2340/Page 3 of 12
FIELD TRIPS

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:



REGULATION

ROXBURY TOWNSHIP BOARD OF EDUCATION

PROGRAM
R 2340/Page 4 of 12
FIELD TRIPS

- 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:



REGULATION

ROXBURY TOWNSHIP BOARD OF EDUCATION

PROGRAM
R 2340/Page 5 of 12
FIELD TRIPS

- (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.



REGULATION

- 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.



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?



REGULATION

ROXBURY TOWNSHIP
BOARD OF EDUCATION

PROGRAM
R 2340/Page 12 of 12
FIELD TRIPS

- 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: 13 December 2021



POLICY

EXHIBIT #P4 – SECOND READING

PROGRAM
2425/page 1 of 4
Emergency Virtual or Remote
Instruction Program
M

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,



POLICY

PROGRAM

2425/page 2 of 4

Emergency Virtual or Remote
Instruction Program

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).



POLICY

PROGRAM
2425/page 3 of 4
Emergency Virtual or Remote
Instruction Program

- 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.



POLICY

PROGRAM
2425/page 4 of 4
Emergency Virtual or Remote
Instruction Program

- 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: 13 December 2021



POLICY

EXHIBIT #P5 – SECOND READING

Students
5751/Page 1 of 5

SEXUAL HARASSMENT OF STUDENTS (M)

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:

-

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.~~

-

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.~~

-

~~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.~~

-

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

-

~~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~~



~~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.~~

-

~~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.~~

-

~~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.~~

-

-

~~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: 13 December 2021



REGULATION

EXHIBIT #P6 – SECOND READING

STUDENTS
R 5751/Page 1 of 25
SEXUAL HARASSMENT OF STUDENTS (M)

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.~~



REGULATION

ROXBURY TOWNSHIP BOARD OF EDUCATION

STUDENTS
R 5751/Page 2 of 25
SEXUAL HARASSMENT OF STUDENTS (M)

- ~~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.~~~~



REGULATION

ROXBURY TOWNSHIP BOARD OF EDUCATION

STUDENTS
R 5751/Page 4 of 25
SEXUAL HARASSMENT OF STUDENTS (M)

- 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~~



REGULATION

ROXBURY TOWNSHIP BOARD OF EDUCATION

STUDENTS
R 5751/Page 5 of 25
SEXUAL HARASSMENT OF STUDENTS (M)

~~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~~



REGULATION

ROXBURY TOWNSHIP BOARD OF EDUCATION

STUDENTS
R 5751/Page 6 of 25
SEXUAL HARASSMENT OF STUDENTS (M)

~~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.~~



REGULATION

ROXBURY TOWNSHIP BOARD OF EDUCATION

STUDENTS
R 5751/Page 7 of 25
SEXUAL HARASSMENT OF STUDENTS (M)

~~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.~~



REGULATION

ROXBURY TOWNSHIP BOARD OF EDUCATION

STUDENTS
R 5751/Page 8 of 25
SEXUAL HARASSMENT OF STUDENTS (M)

- ~~(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~~



REGULATION

ROXBURY TOWNSHIP BOARD OF EDUCATION

STUDENTS
R 5751/Page 10 of 25
SEXUAL HARASSMENT OF STUDENTS (M)

~~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~~



~~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).



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.



REGULATION

ROXBURY TOWNSHIP BOARD OF EDUCATION

STUDENTS
R 5751/Page 19 of 25
SEXUAL HARASSMENT OF STUDENTS (M)

- 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.



(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.



REGULATION

ROXBURY TOWNSHIP BOARD OF EDUCATION

STUDENTS
R 5751/Page 23 of 25
SEXUAL HARASSMENT OF STUDENTS (M)

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.



REGULATION

ROXBURY TOWNSHIP
BOARD OF EDUCATION

STUDENTS
R 5751/Page 25 of 25
SEXUAL HARASSMENT OF STUDENTS (M)

Issued: 14 October 2013

Revised: 13 December 2021



POLICY

EXHIBIT #P7 – SECOND READING

Operations
8500.1/Page 1 of 3

~~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: 13 December 2021

