# GLEN ROCK BOARD OF EDUCATION Glen Rock, New Jersey 07452 HIGH SCHOOL/MIDDLE SCHOOL CAFETERIA November 20, 2023

#### - WORK/REGULAR SESSION MINUTES -

Ms. Rundell called the meeting to order at 6:30 PM. In accordance with the Open Public Meetings Act, Chapter 231, the Laws of 1975, notice of this meeting has been sent to all school offices, officially designated newspapers, filed with the Borough Clerk and posted in the Board of Education office, forty-eight (48) hours in advance of the meeting.

MEMBERS PRESENT: Ms. Carosella (at 6:35 PM), Ms. Carr, Mr. Corey (at 6:45 PM),

Mr. Hayward, Ms. McNabola, Dr. Robinson (at 6:36 PM),

Ms. Scarpelli, Ms. Stephenson, Ms. Rundell

MEMBERS ABSENT: None

ALSO PRESENT: Dr. Brett Charleston, Superintendent of Schools

Mr. James Canellas, Business Administrator/

**Board Secretary** 

Mr. Greg Van Nest, Asst. Superintendent - Absent

20 Members of the Public 0 Press Representative(s)

#### BE IT RESOLVED BY THE GLEN ROCK BOARD OF EDUCATION that

WHEREAS, The Board of Education of Glen Rock must discuss personnel and legal matters which includes HIB matters; and

WHEREAS, The aforesaid subjects are not appropriate subjects to be discussed in a public meeting; and

WHEREAS, The aforesaid subjects to be discussed are within the exemptions which are permitted to be discussed and acted upon in private session pursuant to P.L. 1975 Chapter 231; it is therefore,

**RESOLVED**, That the aforesaid subjects shall be discussed in private session by this Board at the conclusion of the public segment of this meeting, and information pertaining thereto will be made available to the public at the next regularly scheduled meeting, or as soon thereafter as possible but no later than January 8, 2024, if reasons for non-disclosure no longer exist.

### Motion made by Ms. Scarpelli Seconded by Ms. Carr to recess to closed session at 6:30 PM.

	Ms.	Ms.	Mr.	Mr.	Ms.	Dr.	Ms.	Ms.	Ms.
	Carosella	Carr	Corey	Hayward	McNabola	Robinson	Scarpelli	Stephenson	Rundell
YES		1		√	<b>V</b>		√	1	V
NO									
ABSENT	√		1			√			
ABSTAIN									

#### WORK / REGULAR SESSION CALL TO ORDER:

Immediately following Closed Session - Approximately 7:00 PM

	Ms.	Ms.	Mr.	Mr.	Ms.	Dr.	Ms.	Ms.	Ms.
	Carosella	Carr	Corey	Hayward	McNabola	Robinson	Scarpelli	Stephenson	Rundell
PRESENT	√	1	1	<b>√</b>	<b>√</b>	V	$\checkmark$	√	√
ABSENT									

The present Student Readers led the flag salute and the below statements.

#### ADEQUATE NOTICE OF MEETING

In accordance with P.L. 1975 Chapter 231, notice of tonight's meeting was mailed to The Record and The Ridgewood News on January 3, 2023. Notice of this meeting was also mailed to the Borough Clerk and was posted on the bulletin board of the Board of Education Office in the Administration Building on the same date. Copies of the procedures in effect for Regular Board Meetings are available for the public at tonight's meeting.

#### MISSION STATEMENT

The Glen Rock School District founded on principles of education, in partnership with a supportive community, provides an exceptional education to all students to cultivate resilient, responsible and engaged global citizens.

#### STATEMENT TO THE PUBLIC

Often times it may appear to members of our audience that the Board of Education takes action with very little comment and in many cases by unanimous vote. Before a matter is placed on the agenda at a public meeting, the administration has thoroughly reviewed the matter with the Superintendent of Schools. If the Superintendent of Schools is satisfied and Board of Education President concurs that the matter is ready to be presented to the Board of Education, it is then placed on the agenda at the next Board of Education meeting. The members of the Board work with the administration and the Superintendent of Schools to assure that they fully understand the matter. After the Committee of the Whole approves the matter, it is placed on the agenda for action at a public meeting. In rare instances, matters are presented to the Board of Education for discussion at the same meeting that final action may be taken.

#### STUDENT COUNCIL REPRESENTATIVE'S REPORT

➤ Amaani Dharia, School President - Grade 5

Ms. Dharia noted many new things that are happening at Byrd School.

#### PRESENTATIONS/RECOGNITION

#### > BOE Readers - Richard E. Byrd School Students

Bennett Seigle - Grade 1 Cecilia Kim - Grade 1 Amaani Dharia, School President - Grade 5

#### > 2024 National Merit Scholarship Program

Presenter: Dr. Lauren Daniell, Director of Student Personnel Services

Jacob Cece - Grade 12 Ethan Diamond - Grade 12

Noah Lee - Grade 12

Elizabeth Martin - Grade 12

Peter Renga - Grade 12

Andrew Vincenti - Grade 12

#### ➤ 2023 New Jersey State Interscholastic Athletic Association Girls Tennis North 1

#### Group 1 Sectional Champions

Presenter: Mr. Frank Violante, Director of Athletics

Lilian Cole - Grade 9

Isabella Lin - Grade 9

Keira Lin - Grade 10

Kylie Campbell - Grade 11

Ananya Sehgal - Grade 11

Jessica Levine - Grade 12

Ava Lazev - Grade 12

Grace Lew - Grade 12

Julia Scotti - Grade 12

Lily Serebrenik - Grade 12

Rachel Wedeen - Grade 12

Eden Weisman - Grade 12

Ms. Rebecca Stadlin, Varsity Girls Tennis Team Coach

#### > 2023 New Jersey State Interscholastic Athletic Association Girls Cross Country

#### North 1 Group 1 Sectional Champions

Presenter: Mr. Frank Violante, Director of Athletics

Jenna Yim - Grade 10

Brianna Donatelli - Grade 10

Amber Wang - Grade 10

Callista Nonas - Grade 12 Abigail Manley - Grade 12 Abigail Mazin - Grade 12 Lily McNair - Grade 12

Ms. Stacie Gallo, Varsity Girls Cross Country Head Coach

➤ 2023 New Jersey State Interscholastic Athletic Association Boys Cross Country North 1 Group 1 Sectional Champions

Presenter: Mr. Frank Violante, Director of Athletics

Colton Johnson - Grade 9 Neil Saxena - Grade 10 Devin Smith - Grade 11 Ben Raser - Grade 12 Ben Habler - Grade 12 Ryan Wolfe - Grade 12 Jacob Cece - Grade 12 Ethan Reiman - Grade 12

Mr. Anthony Judilla, Varsity Boys Cross Country Coach

#### CHIEF SCHOOL ADMINISTRATOR'S REPORT

> Dr. Charleston acknowledged Frank Violante, Director of Athletics for being named best coach ever in the state of New York.

#### PUBLIC COMMENTS AGENDA ITEMS ONLY (I OF II)

The rules for public input at board meetings are contained in Glen Rock Policy 0167 - copies are available at each meeting.

Meeting opened to public comments at 7:27 PM.

Ms. McNabola thanked the Superintendent for bringing in the students and student readers.

Meeting closed to public comments at 7:28 PM.

#### **GENERAL RESOLUTIONS**

Motion made by <u>Dr. Robinson</u> Seconded by <u>Mr. Hayward</u> to approve Resolutions G1 through G10 as listed below.

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Ms.	Ms.	Mr.	Mr.	Ms.	Dr.	Ms.	Ms.	Ms.	l
Carosella	Carr	Corev	Havward	McNabola	Robinson	Scarpelli	Stephenson	Rundell	l

YES	٧	√	1	٧	√	<b>√</b>	<b>√</b>	√	<b>V</b>
NO									
ABSENT									
ABSTAIN									

- G1. Be it resolved that the Board, upon recommendation of the School Business Administrator/Board Secretary, approves the Minutes from the Regular and Closed Board meeting of October 16, 2023 and the Minutes from the Committee of the Whole and Closed Board meeting of November 6, 2023.
- G2. Be it resolved that the Board, upon recommendation of the Chief School Administrator, reads and reviews for the first time the policies listed below. (Attached as Appendix A)

P5111	Eligibility of Resident/Nonresident Students - (M) (Revised)

G3. Be it resolved that the Board, upon recommendation of the Chief School Administrator, reads for the second time and adopts the policies listed below which were read for the first time at the November 6, 2023 Committee of the Whole Meeting. (Attached as Appendix B)

P2270	Religion in the Schools - (Revised)
P3161	Examination for Cause - (Revised)
P3212	Attendance - (M) (Revised)
P3324	Right of Privacy - (Revised)
P4161	Examination for Cause - (Revised)
P4212	Attendance - (M) (Revised)
P4324	Right of Privacy - (Revised)
P5116	Education of Homeless Children and Youths - (Revised)
P5460.02	Bridge Year Pilot Program - (M) (Abolished)
P8500	Food Services - (M) (Revised)
P8540	School Nutrition Programs - (M) (Abolished)
P8550	Meal Charges/Outstanding Food Service Bill - (M) (Abolished)

G4. Be it resolved that the Board, upon recommendation of the Chief School Administrator, reads and adopts the revised regulations listed below. (Attached as Appendix C)

R3212	Attendance - (M) Revised
R4212	Attendance - (M) Revised
R5116	Education of the Homeless Children and Youths - (Revised)
R5460.02	Bridge Year Pilot Program - (M) Abolished

**G5**. Be it resolved that the Board, upon recommendation of the Chief School Administrator, retroactively approves the 2023-2024 School Year Special Education out-of-district placements as follows:

Student	Program	Tuition	Account #
214460	The Community School, Teaneck	43,836.48	11.000.100.566.30.16.000
	effective 10/30/23	prorated	

- G6. Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves the addendum to amend the agreement between ESS Northeast, LLC and the Glen Rock Board of Education to provide paraprofessionals for self contained classrooms for the 2023-2024 school year. (Attached as Appendix D)
- G7. Be it resolved that the Board, upon recommendation of the Chief School Administrator, retroactively approves the request from the parents of student ID #216518 to enroll, as a non-resident tuition student in the seventh grade in the Glen Rock School District for the 2023-2024 school year, in accordance with all of the terms and provisions of GRBOE Policy and Regulation 5111 Eligibility of Resident/ Nonresident Students, at an annual tuition rate of \$18,699.00.
- G8. Be it resolved that the Board, upon recommendation of the Chief School Administrator approves the establishment of a high school National Arts Honors Society. This Honor Society will support students' growth as artists and develop connections between our students and the community.
- **G9.** Be it resolved that the Board, upon recommendation of the Chief School Administrator approves the acceptance of the following donations:

Item/Purpose	То	From	Cash Value
Outdoor Games for Playgrounds	Byrd School	Byrd HSA	\$145.00
Sensory Tools	Byrd School	Byrd HSA	\$550.00

G10. Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves the following field trips for students which will occur at no district expense, except for the cost of substitute teachers and overnight stipends, if any for the chaperones accompanying the students:

Class/Club/Grade	School	Teacher(s)	Location
Grade 5	Byrd	J. Burke*, J. Neugebauer*, T. Clark*	Liberty Hall Museum Union, NJ
Grade 2	Central	J. Hahn, J. Peters	Turtle Back Zoo West Orange, NJ
Grade 3	Central	M. Toolen*, M. Morrow*, L. Giordano*	Mayo Performing Arts Center Morristown, NJ
Grade 2	Coleman	J. Lawson, E. Dilisio, L. Martinez	Van Saun Park Paramus, NJ
Grade 2	Hamilton	L. Horton, S. Goncalves, A. Levitzke	Sterling Hill Mine Museum Ogdensburg, NJ

Grade 5	Hamilton	R. Gloede, L. Ciabattoni, K. Castelli*	Liberty Hall Museum Union, NJ
Art/Music/English Classes	High School	D. Cella*, J. Cozzarelli*, M. Siegel*, W. Roche*, C. Helder*, A. Lilikas*, N. Rusin*, A. Sartorio*, J. Vrablic*, E. Wasek*, S. Wechtler*	Bergen County Teen Arts Festival Paramus, NJ
Alliance Club	High School	S. Wechtler*, N. Rusin*, A. Romanski*	The Moses Center Paramus, NJ

<sup>\*</sup>Substitute Required

#### **BUSINESS RESOLUTIONS**

### Motion made by <u>Ms. Scarpelli</u> Seconded by <u>Ms. McNabola</u> to approve Resolutions B1 through B3 as listed below.

	Ms.	Ms.	Mr.	Mr.	Ms.	Dr.	Ms.	Ms.	Ms.
	Carosella	Carr	Corey	Hayward	McNabola	Robinson	Scarpelli	Stephenson	Rundell
YES	<b>√</b>	7		V	7	√	7	1	<b>V</b>
NO									
ABSENT									
ABSTAIN									

- B1. Be it resolved that the Board upon recommendation of the School Business Administrator/Board Secretary retroactively approves the transfer of funds/budget adjustments for month ending October 2023 in the amount of \$430,571.57. (Attached as Appendix E)
- **B2**. Be it resolved that the Board, upon recommendation of the School Business Administrator/Board Secretary retroactively approves the bills list dated October 2023 as follows:

Fund 10- General Fund	\$ 1,986,323.73
Fund 20 - Special Revenue	\$ 128,096.94
Fund 30 - Capital Projects	\$ 9,435.66
Fund 40 – Debt Service	\$ 0
Fund 60 - Cafeteria Account	\$ 67,975.67
Fund 65 - Community School Account	\$ 23,642.61
Unemployment Trust Account	\$ 3,571.38
October 2023, Payroll	\$ 3,179,035.65

B3. Be it resolved that the Board, upon recommendation of the School Business Administrator/Board Secretary approves the agreement with Porzio Compliance Services to conduct a Comprehensive School Safety and Security Assessment of the Glen Rock school district at a cost not to exceed \$6,500.00. (Attached as Appendix F)

#### PERSONNEL RESOLUTIONS

Motion made by <u>Ms. Carr</u> Seconded by <u>Mr. Hayward</u> to approve Resolutions P1 through P19 as listed below.

	Ms.	Ms.	Mr.	Mr.	Ms.	Dr.	Ms.	Ms.	Ms.
	Carosella	Carr	Corey	Hayward	McNabola	Robinson	Scarpelli	Stephenson	Rundell
YES	7	1	V	<b>V</b>	<b>√</b>	√	V	٧	1
NO									
ABSENT									
ABSTAIN									

P1. Be it resolved that the Board, upon recommendation of the Chief School Administrator, accepts with regret, the resignation of the following staff member for personal reasons, in accordance with the provisions of the GRBOE/GREA negotiated agreement:

Name	Position	Effective Date
Ellen Tahan	Art Teacher Byrd/Central School	01/05/2024*

<sup>\*</sup>on or about

P2. Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves the following interim certificated staff member for the dates listed below:

Name	School	Position	Start Date & End Date	Daily Rate	Account Number
Daria Selepouchin	High School	School Counselor	12/07/2023 - 03/01/2024*	\$250.	11.000.218.104.20.23.213

<sup>\*</sup>on or about

P3. Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves the voluntary transfer of assignment for the following certificated staff member for the 2023-2024 school year on the effective date listed below:

Name	From Assignment	To Assignment	Effective Date
Ann Chon	School Counselor Central School	School Counselor High School	03/01/2024*

<sup>\*</sup>on or about

P4. Be it resolved that the Board, upon recommendation of the Chief School Administrator, retroactively approves the end date of the additional instructional assignment of one extra class (i.e., overage) at 12.5% of the employee's base salary for the duration of the assignment for the following Middle School faculty member:

Name	Subject	Duration
Amanda Carullo	Special Education	10/16/2023 - 10/27/2023

**P5.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves a leave of absence for Byrd School Employee ID #043427, as follows:

Type of Absence	From	То
Medical Leave of Absence	02/21/2024	04/02/2024
FMLA and/or NJ FLA	04/03/2024	06/21/2024

**P6.** Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves an adjusted leave of absence for Middle School Employee ID #047899, as follows:

Type of Absence	From	То
Medical Leave of Absence	11/27/2023 new date	12/12/2023 new date
FMLA and/or NJ FLA	12/13/2023 new date	04/23/2024 no change
Unpaid Child Rearing Leave of Absence	04/24/2024 no change	06/21/2024 no change

P7. Be it resolved that the Board, upon recommendation of the Chief School Administrator, retroactively approves an adjusted leave of absence for Hamilton School Employee ID #013609, as follows:

Type of Absence	From	То
FMLA and/or NJ FLA	10/04/2023 no change	01/01/2024 new date

P8. Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves the following student intern assignments, pending completion of all required paperwork, in the district during the 2023-2024 school year, at no cost to the Board:

Student Name	College/University	School / Subject	Cooperating Staff Member/Dates
Charlotte Setton	Bennington College	High School/ Social Studies	Christopher Pohlman January - February 2024
Ashley O'Connor	Seton Hall University	Special Services/ School Psychology	Debra Salka January - June 2024

P9. Be it resolved that the Board, upon recommendation of the Chief School Administrator, retroactively approves the additional stipend of the following extra-compensation high school coaching position, for the Summer/Fall season of the 2023-2024 school year:

Name	Coaching Position	Stipend	Account Number
Rebecca Stadlin	Ass't Girls Tennis	\$1,291.09	11.402.100.100.20.30.067

P10. Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves the appointment of the following high school volunteer coaching positions for the Winter season of the 2023-2024 school year pending completion of all required paperwork:

Name	Coaching Position
Andrew Nocilla	Winter Track
James Somers	Winter Track
Ryan Romeo	Wrestling

P11. Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves the appointment of the following as advisors to the extra-compensation middle/high school co-curricular positions, in accordance with the GREA negotiated agreement, for the 2023-2024 school year:

Co-curricular Position	Advisor(s)	Stipend	Account Number
Black Student Union Club HS	Nicole Rusin Melissa Brinton	\$127. each	11.401.100.100.20.31.000
	Amanda Jones	\$137. prorated*	
Social Justice Club HS (formerly 7 Elements Club)	Mara Siegel	\$1,285.**	11.401.100.100.20.31.000

Music Accompanist MS	Alison Chiappetta	\$643.	11.401.100.100.21.31.000
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<sup>\*</sup>Prorated amount previously approved P. 43 on 08/28/2023 agenda

P12. Be it resolved that the Board, upon recommendation of the Chief School Administrator, retroactively approves the appointment of all staff members, as needed, to provide PSAT related services for the 2023-2024 school year at the rates listed below:

Position	Rate
Proctor	\$30.
Hall Proctor	\$20.
Technology Assistants	\$30.

- P13. Be it resolved that the Board, upon recommendation of the Chief School Administrator, retroactively approves James Furler to serve as PSAT Proctor in the amount of \$180. for the 2023-2024 school year.
- P14. Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves the appointment of all staff members, on an as needed basis, to provide chaperone related services for the 2023-2024 school year for the High School events listed below in accordance with the GREA negotiated agreement:

Event	Maximum Amount of Chaperones
Homecoming Dance*	5
Cabaret Night*	2
Theatre Co-Production*	9
Robotics Competitions	1
Coffee House	2
Winter Concert	3
Winter Production	9
Spring Production	9
Spring Concert	3
Semi-Formal	3
Senior Prom	5

<sup>\*\*</sup>Adjusted stipend, previously approved as co-advisor splitting one stipend P. 43 on 08/28/2023 agenda

Junior Prom	5

<sup>\*</sup>Retroactively approves

P15. Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves the appointment of all staff members, on an as needed basis, to provide chaperone related services for the 2023-2024 school year for the Middle School events listed below in accordance with the GREA negotiated agreement:

Event	Maximum Amount of Chaperones
Ice Cream Social*	2
Fall Social*	20
Winter Concert	4
Ski Club	7
Musical	12
Spring Social	20
Spring Concert	4
National Junior Honor Society	2

<sup>\*</sup>Retroactively approves

P16. Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves the appointment of the district regular and special education home instruction personnel listed below at the rate of \$40.00 per hour charged to account numbers 11.219.100.101.32.19.213 and 11.150.100.101.32.00.000 for the 2023-2024 school year, pending completion of all required paperwork:

Name	Certification Status
Anne Nickles	NJ CE Certificate - Elementary

P17. Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves the appointment of the following volunteers as advisors to the following high school club for the 2023-2024 school year:

Club	Volunteer Advisor(s)
National Art Honors Society	Mara Siegel Jenna Cozzarelli

P18. Be it resolved that the Board, upon recommendation of the Chief School Administrator, retroactively approves the following Glen Rock Community School 2023-2024 10-month non-tenured appointments:

Name	Position	Hourly Rate	Start Date	Account Number
Isabella Roth	After Care High School Assistant	\$15.13	10/25/2023	65.430.100.101.34.52.123
Reese Diamond	After Care High School Assistant	\$15.13	11/08/2023	65.430.100.101.34.52.123
Alexis Holman	After Care High School Assistant	\$15.13	11/14/2023	65.430.100.101.34.52.123

P19. Be it resolved that the Board, upon recommendation of the Chief School Administrator, approves the following Travel and Conferences for professional development and training purposes as specified below:

Attendee	School/	Program	Location	Date	Cost	Account Number
	Department					
S. Rundell	Board Member	NJSBA Leadership Conference	Princeton, NJ	11/17/2023**	\$135.	11.000.230.585.05.40.032
D. Robinson	Board Member	NJSBA Leadership Conference	Princeton, NJ	11/17/2023**	\$135.	11.000.230.585.05.40.032
O. Sluka	Special Services	Northern Valley Wellness Fair	Old Tappan, NJ	11/17/2023**	No cost	N/A
J. Kalksma*	Hamilton	Integrating Phonics and Vocabulary into Writing Instruction	Paramus, NJ	11/20/2023**	\$309.78	11.000.223.580.31.00.001
R. Tell	District	Integrating Phonics and Vocabulary into Writing Instruction	Paramus, NJ	11/20/2023**	\$306.29	11.000.223.580.31.34.251
M. Giurlando	Middle School/ High School	BCPSA	Ramapo, NJ	11/29/2023	No cost	N/A
D. Puccio	High School	Montclair Counselor Workshop	Montclair, NJ	12/01/2023	\$6.34	11.000.218.580.23.23.251
L. Daniell	District	McKinney-Vento Liaison Training	Virtual	12/01/2023	No cost	N/A
R. McNabola	Board Member	BCASBO - Hybrid Meeting	Virtual	12/05/2023	No cost	N/A
J. Canellas	District	NJASBO - Board Basics for New BA's	Robbinsville, NJ	12/05/2023	\$50.	11.000.251.580.05.00.000
N. Hernandez*	Byrd	State of the Art Literacy Instruction	Edison, NJ	12/05/2023	\$36.19	11.000.223.580.10.00.000
R. Tracey*	Byrd	State of the Art Literacy Instruction	Edison, NJ	12/05/2023	\$224.83	11.000.223.580.10.00.000
K. Pannaman*	Central	State of the Art Literacy Instruction	Edison, NJ	12/05/2023	\$34.78	11.000.223.580.11.00.000
J. Peters*	Central	State of the Art Literacy Instruction	Edison, NJ	12/05/2023	\$210.93	11.000.223,580.11.00.000
S. Palo*	Coleman	State of the Art Literacy Instruction	Edison, NJ	12/05/2023	No cost	N/A

T. DeGraaff*	Hamilton	State of the Art Literacy Instruction	Edison, NJ	12/05/2023	\$180.	11.000.223.580.13.00.000
S. Borekjian*	Hamilton	State of the Art Literacy Instruction	Edison, NJ	12/05/2023	\$180.	11.000.223.580.13.00.000
R. Tell	District	State of the Art Literacy Instruction	Edison, NJ	12/05/2023	\$41.54	11.000.223.580.31.34.251
S. Zappala*	Middle School	Special Educators Accelerate Progress for Students with IEPs.	Virtual	12/08/2023	\$279.	11.000,223.580,21,02.251
M. Lemieux*	Middle School	Special Educators Accelerate Progress for Students with IEPs.	Virtual	12/08/2023	\$279.	11.000.223.580.21.02.251
D. Puccio	High School	NЛТ School Counselor Day	Newark, NJ	12/15/2023	\$12.36	11.000.218.580.23.23.251
M. Siegel*	High School	Recognizing and Responding to Microaggressions	Virtual	01/10/2024	No cost	N/A
F. Klump	Middle School/ High School	Bergen County SAC Meeting	East Rutherford, NJ	01/11/2024	No cost	N/A
R. Tell	District	Teaching Readers and Teaching Reading	Paramus, NJ	01/18/2024	\$307.80	11.000.223.580.31.34.251
M. Siegel*	High School	Strategies for Effective Bystander Intervention	Virtual	01/24/2024	No cost	N/A
J. Cozzarelli*	High School	Strategies for Effective Bystander Intervention	Virtual	01/24/2024	No cost	N/A
T. Bacolas	High School	TECHSPO	Atlantic City, NJ	01/24/2024 - 01/26/2024	\$863.72	11.000.240.580.20.44.251
M. Giurlando	Middle School/ High School	BCPSA	Allendale, NJ	01/25/2024	No cost	N/A
T. Frey*	Hamilton	NJMEA State Conference	Atlantic City, NJ	02/22/2024 - 02/24/2024	\$552.50	11.000.223.580.13.00.000
T. Bacolas	High School	BCPSA	Waldwick, NJ	03/20/2024	No cost	N/A
G. Van Nest	District	ASCD Conference	Washington, DC	03/22/2024 - 03/25/2024	\$2,100.	11.000.230.580.31.00.001
M. Giurlando	Middle School/ High School	BCPSA	Ridgefield Park, NJ	03/22/2024	No cost	N/A
R. Tell	District	Scaffolding as an Essential Support	Paramus, NJ	03/26/2024	\$305.26	11.000.223.580.31.34.251
G. Van Nest	District	Learning and the Brain Conference: Future Ready Brains	New York, NY	04/18/2024 - 04/20/2024	\$848.	11.000.230.580.31.00.001
M. Giurlando	Middle School/ High School	BCPSA	New Milford, NJ	05/02/2024	No cost	N/A
A. Getch*	Middle School	Facilitating Mathematical Discussions	Ewing, NJ	05/20/2024	\$357.72	11.000.223.320.21.10.260

1	S. McSweeney*	Middle School	Facilitating	Ewing, NJ	05/20/2024	\$351.61	11.000.223.320.21.10.260
			Mathematical				
			Discussions				

<sup>\*</sup> Substitute Required

NOTE: Conference/Workshop reimbursements are estimated costs. Actual reimbursements to be made in accord with Board Policy, N.J.S.A. 18A:11-12 and the State's regulations regarding travel covered under Circular Letter 08-13-OMB and any subsequent Circular Letters which may be issued by the State Office of Management and Budget. The costs for applicable substitute teachers will be in addition to travel costs.

#### **HIB RESOLUTION**

Motion made by Ms. McNabola Seconded by Ms. Scarpelli to affirm the decision made in GRHSHIB-252844, GRHSHIB-253173, GRMSHIB-254035 and GRMSHIB-254033 as reported by the Chief School Administrator during the November 6, 2023 Closed Work Session Meeting.

	Ms.	Ms.	Mr.	Mr.	Ms.	Dr.	Ms.	Ms.	Ms.
	Carosella	Carr	Corey	Hayward	McNabola	Robinson	Scarpelli	Stephenson	Rundell
YES	<b>1</b>	√	7	<b>V</b>	7	1	√ √	√	√
NO									
ABSENT									
ABSTAIN									

#### VANDALISM/SUSPENSION/HIB REPORTS -

Disciplinary Action			# of	Grade(s)	Infraction	
In-School Suspension	Out-of-School Suspension	Other	Students			
	X		4	7	Fighting	
	х		1	12	Jeopardizing the safety of others	

#### **PUBLIC COMMENTS (II OF II)**

Meeting opened to public comments at 7:38 PM.

A resident spoke about the Color Guard not having an instructor, they work hard and deserve someone to look after them. She also noted the marching band is in need of equipment and uniforms.

Meeting closed to public comments at 7:42 PM.

<sup>\*\*</sup> Retroactively Approve

#### **OLD BUSINESS**

- ➤ 2025-2026 Calendar Draft Discussion
- > ROD Grants
- > NJSBA Workshop

#### **NEW BUSINESS**

> Safe Return to School Plan

> Next Meeting Date: December 11, 2023

#### **ADJOURNMENT**

Motion made by Mr. Corey Seconded by Mr. Hayward to adjourn the Regular Meeting of November 20, 2023 at 8:24 PM.

	Ms.	Ms.	Mr.	Mr.	Ms.	Dr.	Ms.	Ms.	Ms.
	Carosella	Carr	Corey	Hayward	McNabola	Robinson	Scarpelli	Stephenson	Rundell
YES	<b>√</b>	V	V	7	7	<b>V</b>	7	7	√ _
NO									
ABSENT									
ABSTAIN									

Respectfully submitted,

James Canellas

Business Administrator/Board Secretary

# APPENDIX

A

Eligibility of Resident/Nonresident Students

#### 5111 ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS

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

Eligibility to Attend School – N.J.A.C. 6A:22-3.1, 3.2, and 3.3

The Board shall admit students eligible to attend school free of charge that are domiciled within the district as defined in N.J.A.C. 6A:22-3.1 and Regulation 5111 – Section B.

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

The Board shall also admit any student that is kept in the home of a person other than the student's parent or guardian, and where the person is domiciled in the school district and is supporting the student without remuneration as if the student were their his or her own child in accordance with N.J.A.C. 6A:22-3.2 and Regulation 5111 – Section C. A student is only eligible to attend school in the district pursuant to N.J.A.C. 6A:22-3.2 if the student's parent or guardian files, together with documentation to support its validity, a sworn statement that he or she is not capable of supporting or providing care for the student due to family or economic hardship and the student is not residing with the other person solely for the purpose of receiving a free public education. In addition, the person keeping the student must file, if so required by the Board of Education, a sworn statement



#### STUDENTS 5111/page 2 of 11 Eligibility of Resident/Nonresident Students

that he or she: is domiciled within the school district; is supporting the child without remuneration and intends to do so for a time longer than the school term; will assume all personal obligations for the student relative to school requirements; and provides a copy of his or her lease if a tenant, a sworn landlord's statement if residing as a tenant without a written lease, or a mortgage or tax bill if an owner. Pursuant to N.J.S.A. 18A:38-1.c., any person who fraudulently allows a child of another person to use **their** his or her residence and is not the primary financial supporter of that child and any person who fraudulently claims to have given up custody of **their** his or her child to a person in another district commits a disorderly persons offense.

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

A student is eligible to attend school in this school district free of charge pursuant to N.J.S.A. 18A:38-1.d. if the student's parent or guardian temporarily resides within the school district and elects to have the student attend the school district of temporary residence, notwithstanding the existence of a domicile elsewhere **pursuant to N.J.A.C. 6A:22-3.1(a)4.** and Regulation 5111 – Section B. When required by the Board of Education, the parent or guardian shall demonstrate the temporary residence is not solely for purposes of a student attending the school district of temporary residence. When one of a student's parents or guardians temporarily resides in the school district while the other is domiciled or temporarily resides elsewhere, eligibility to attend school shall be determined in accordance with the criteria of N.J.A.C. 6A:22-3.1(a)1.i.

A student is eligible to attend this school district free of charge in accordance with N.J.A.C. 6A:22-3.2 and Regulation 5111 – Section C.÷

1. If the student's parent or guardian moves to another school district as the result of being homeless, subject to the provisions of N.J.A.C. 6A:17-2 - Education of Homeless Children;



- 2. If the student is placed by court order or by a society, agency, or institution in the home of a school district resident pursuant to N.J.S.A. 18A:38-2;
- 3. If the student previously resided in the school district and if the parent or guardian is a member of the New Jersey National Guard or the United States reserves and has been ordered to active service in time of war or national emergency, resulting in the relocation of the student out of the school district, pursuant to N.J.S.A. 18A:38-3.b. The school district shall not be obligated for transportation costs; and
- 4. If the student resides on Federal property within the State pursuant to N.J.S.A. 18A:38-7.7 et seq.

Notwithstanding the provisions of N.J.S.A. 18A:38-1 or any other law, rule, or regulation to the contrary, a student who moves out of the school district as a result of domestic violence, sexual abuse, or other family crises shall be permitted to remain enrolled in the school district for the remainder of the school year pursuant to N.J.S.A. 18A:38-1.1 and in accordance with the provisions of N.J.A.C. 6A:22-3.2(h) and Regulation 5111 – Section C. If the student remains enrolled in the school district for the remainder of the school year, the school district shall provide transportation services to the student, provided the student lives remote from school, and the State shall reimburse the school district for the cost of the transportation services. Nothing in N.J.S.A. 18A:38-1.1 shall be construed to affect the rights of homeless students pursuant to N.J.S.A. 18A:7B-12, N.J.S.A. 18A:7B-12.1, or any other applicable State or Federal law.

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

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



Except as set forth in N.J.A.C. 6A:22-3.3(b)1., immigration/visa status shall not affect eligibility to attend school. Any student who is domiciled in and the school district or otherwise eligible to attend school in the school district pursuant to N.J.A.C. 6A:22-3.2 shall be enrolled without regard to, or inquiry concerning, immigration status. shall not condition enrollment in the school district on immigration status. A student's immigration/visa status and their eligibility to attend school shall be in accordance with N.J.A.C. 6A:22-3.3(b) and Regulation 5111 – Section D.

#### Proof of Eligibility – N.J.A.C. 6A:22-3.4

The Board of Education shall accept a combination of forms of documentation from persons attempting to demonstrate a student's eligibility for enrollment in the school district in accordance with the provisions of N.J.A.C. 6A:22-3.4 and Regulation 5111 – Section E. The Board of Education shall consider the totality of information and documentation offered by an applicant, and shall not deny enrollment based on failure to provide a particular form or subset of documents without regard to other evidence presented.

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

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



Registration Forms and Procedures for Initial Assessment – N.J.A.C. 6A:22-4.1

Registration and **procedures for** initial determinations of eligibility will be in accordance with N.J.A.C. 6A:22-4.1 **and Regulation 5111** – **Section F**. The Board of Education shall use Commissioner-provided registration forms or locally developed forms that are consistent with the forms provided by the Commissioner. A district level administrator designated by the Superintendent shall be clearly identified to applicants and available to assist persons who experience difficulties with the enrollment process.

Initial eligibility determinations shall be made upon presentation of an enrollment application, and enrollment shall take place immediately except in cases of clear, uncontested denials. Enrollment shall take place immediately when an applicant has provided incomplete, unclear, or questionable information, but the applicant shall be notified that the student will be removed from the school district if defects in the application are not corrected, or an appeal is not filed, in accordance with subsequent notice to be provided pursuant to N.J.A.C. 6A:22-4.2 and Regulation 5111 – Section F.

When a student appears ineligible based on the information provided in the initial application, the school district shall issue a preliminary written notice of ineligibility, including an explanation of the right to appeal to the Commissioner of Education in accordance with N.J.A.C. 6A:22-4.1(c)2. and Regulation 5111 – Section F. Enrollment shall take place immediately if the applicant clearly indicates disagreement with the district's determination and an intent to appeal to the Commissioner of Education. An applicant whose student is enrolled pursuant to this provision shall be notified that the student will be removed, without a hearing before the Board, if no appeal is filed within the twenty one day period established by N.J.S.A. 18A:38-1.

When enrollment is denied and no intent to appeal is indicated, applicants shall be advised they shall comply with compulsory education laws in accordance with N.J.A.C. 6A:22-4.1(d) and Regulation 5111 – Section F. When the student is between the ages of six and sixteen, applicants also shall be asked to complete a written statement indicating the student will be attending school in another school district or nonpublic school, or receiving instruction elsewhere than at a school pursuant to N.J.S.A. 18A:38-25. In the absence of this written statement, designated staff shall report to the school district of actual domicile or residence,



or the Department of Children and Families, a potential instance of "neglect" for the purposes of ensuring compliance with compulsory education law, N.J.S.A. 9:6 1. Staff shall provide the school district or the Department of Children and Families with the student's name, the name(s) of the parent/guardian/resident, and the student's address to the extent known. Staff shall also indicate admission to the school district has been denied based on residency or domicile, and there is no evidence of intent to arrange for the child to attend school or receive instruction elsewhere.

Enrollment or attendance at the school shall not be conditioned **or denied pursuant to** N.J.A.C. 6A:22-4.1(e) **through** (i) and Regulation 5111 – Section F. on advance payment of tuition when enrollment is denied and an intent to appeal is indicated, or when enrollment is provisional and subject to further review or information. The Board of Education shall ensure the registration process identifies information suggesting an applicant may be homeless so procedures may be implemented in accordance with N.J.A.C. 6A:17-2, Education of Homeless Children. Enrollment or attendance in the school district shall not be denied based upon the absence of the certified copy of the student's birth certificate or other proof of a student's identity as required within thirty days of initial enrollment, pursuant to N.J.S.A. 18A:36-25.1.

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

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

Notices of Ineligibility – N.J.A.C. 6A:22-4.2

When a student is found ineligible to attend the school district pursuant to N.J.A.C. 6A:22 or the student's initial application is found to be deficient upon subsequent review or investigation, the school district immediately shall provide to the applicant notice that is consistent with Commissioner-provided sample



form(s) and meets requirements of N.J.A.C. 6A:22-4.2 et seq and Regulation 5111 – Section G. Notices shall be in writing; in English and in the native language of the applicant; issued by the Superintendent; and directed to the address at which the applicant claims to reside. Notices of ineligibility shall include information as outlined in N.J.A.C. 6A:22-4.2.

Removal of Currently Enrolled Students – N.J.A.C. 6A:22-4.3

Nothing in N.J.A.C. 6A:22-4, et seq. and this Policy, and Regulation 5111 shall preclude the Board of Education from identifying through further investigation or periodic requests for revalidation of eligibility, students enrolled in the school district who may be ineligible for continued attendance due to error in initial assessment, changed circumstances, or newly discovered information pursuant to N.J.A.C. 6A:22-4.3 and Regulation 5111 – Section H.

When a student who is enrolled and attending school based on an initial eligibility determination is later determined to be ineligible for continued attendance, the Superintendent may apply to the Board of Education for the student's removal in accordance with the provisions of N.J.A.C. 6A:22-4.3 and Regulation 5111 – Section H. No student shall be removed from school unless the parent, guardian, adult student, or resident keeping an "affidavit student" (as defined in N.J.A.C. 6A:22-1.2) has been informed of his or her entitlement to a hearing before the Board of Education. Once the hearing is held, or if the parent, guardian, adult student or resident keeping an "affidavit student", does not respond within the designated time frame to the Superintendent's notice or appear for the hearing, the Board of Education shall make a prompt determination of the student's eligibility and shall immediately provide notice in accordance with N.J.A.C. 6A:22-4.2 Hearings required pursuant to N.J.A.C. 6A:22 4.3 may be conducted by the full Board or a Board Committee, at the discretion of the full Board. If the hearing(s) is conducted by a Board Committee, the Committee shall make a recommendation to the full Board for action. No student may be removed except by vote of the Board taken at a meeting duly convened and conducted pursuant to N.J.S.A. 10:4-6 et seq., the Open Public Meetings Act.

Appeal to the Commissioner – N.J.A.C. 6A:22-5.1

An applicant may appeal to the Commissioner of Education the school district's determination that a student is ineligible to attend its schools in accordance with N.J.A.C. 6A:22-5.1 and Regulation 5111 – Section I. Appeals shall be initiated



by petition which shall be filed in accordance with N.J.S.A. 18A:38-1 and N.J.A.C. 6A:3-8.1 and shall proceed as a contested case pursuant to N.J.A.C. 6A:3. Pursuant to N.J.S.A. 18A:38-1.b(1), appeals of "affidavit student" eligibility determinations shall be filed by the resident keeping the student.

Assessment and Calculation of Tuition – N.J.A.C. 6A:22-6

If no appeal to the Commissioner is filed by the parent, guardian, adult student, or district resident keeping an affidavit student following notice of an ineligibility determination, the Board of Education may assess tuition, for up to one year of a student's ineligible attendance, including the twenty-one day period provided by N.J.S.A. 18A:38-1 for appeal to the Commissioner in accordance with N.J.A.C. 6A:22-6.1 and Regulation 5111 – Section J. Tuition will be assessed and calculated in accordance with N.J.A.C. 6A:22-6.3 et seq and Regulation 5111 – Section J. If the responsible party does not pay the tuition assessment, the Board of Education may petition the Commissioner pursuant to N.J.A.C. 6A:3 for an order assessing tuition, enforceable in accordance with N.J.S.A. 2A:58-10 through recording, upon request of the Board of Education pursuant to N.J.A.C. 6A:3-12, on the judgment docket of the Superior Court, Law Division.

If an appeal to the Commissioner is filed by the parent, guardian, adult student, or district resident keeping an affidavit student and the petitioner does not sustain the burden of demonstrating the student's right to attend the school district, or the petitioner withdraws the appeal, fails to prosecute, or abandons the appeal by any means other than settlement agreeing to waive or reduce tuition, the Commissioner may assess tuition in accordance with the provisions of N.J.A.C. 6A:22-6.2(a) and Regulation 5111 – Section J. Upon the Commissioner's finding that an appeal has been abandoned, the Board of Education may remove the student from school and seek tuition in accordance with N.J.A.C. 6A:22-6.2(a)1. and Regulation 5111 – Section J.

Nonresident Students – N.J.S.A. 18A:38-3.a.

Any person not resident in the school district, if eligible except for residence, may be admitted to the schools of the district with the consent of the Board of Education upon such terms, and with payment of tuition, as the Board prescribes. The Board of Education, with the approval of the Executive County Superintendent, shall establish a uniform tuition amount for any



### STUDENTS 5111/page 9 of 11

Eligibility of Resident/Nonresident Students

nonresident student admitted to the schools of the district pursuant to N.J.S.A. 18A:38-3.a. The admission of a nonresident student to school free of charge must be approved by the Board. No student otherwise eligible shall be denied admission on the basis of the student's race, color, creed, religion, national origin, ancestry, age, marital status, affectational or sexual orientation or sex, social or economic status, or disability. The continued enrollment of any nonresident student shall be contingent upon the student's maintenance of good standards of citizenship, and discipline, attendance, and payment of tuition.

#### [Optional

Children Who Anticipate Moving to or from the District

A nonresident student otherwise	eligible for attendance whose parent or guardian
anticipates school district reside	ncy and has entered a contract to buy, build, or
rent a residence in this school di	strict may be enrolled with or without) payment
of a tuition rate approved by	the Executive County Superintendent for a
period of time not greater than	weeks prior to the anticipated
date of residency. If any such s	tudent does not become a resident of the school
district within	weeks after admission to school, tuition will be
charged for attendance commend	cing the beginning of the week
	becomes a resident or withdraws from school.

Students K-11 whose parent or guardian have moved away from the school district on or after March 15th will be permitted to finish the school year in this school district without payment of tuition .

Student in grade 12 whose parent or guardian have moved away from the school district within one calendar year of expected graduation from grade 12 and who has attended the Glen Rock School District for two school year immediately prior to the move may be permitted to attend the High School for the senior year without payment of tuition. Failure to graduate at the end of that year will terminate nonresident unpaid enrollment.

#### [Optional

Children of District Employees

A child of a Board of Education employee who does not reside in this school district may be admitted to school in this district with or without the payment of tuition for the child if the child's educational program can be



#### STUDENTS

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Eligibility of Resident/Nonresident Students

provided in a school in the district. If the Board requires the payment of tuition, the Board shall establish and approve a tuition rate for the child of a Board employee upon a request from the employee for their child to attend a school in the district. The tuition amount for the student is not required to follow the amount established in the uniform tuition amount charged pursuant to N.J.S.A. 18A:38-3, if applicable. This provision shall not supersede a provision included in any collective bargaining agreement.]

Children of Board of Education employees who do not reside in this school district **shall** may **not** be admitted to school in this district \_\_\_\_\_\_ (with or without) payment of tuition, provided that the educational program of such children can be provided within school district facilities.

#### **Optional**

**Other Nonresident Students** 

Other nonresident	students,	otherwise	eligible	for	<del>attendan</del>	ce may	<del>be admi</del>	itted to
this school district			<del> (with</del>	or	without)	<del>payment</del>	of tuiti	<del>on and</del>
Board approval.]								

F-1 Visa Students

#### [Option – Select One Option

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

F-1 Visa students will not be admitted to this school district.



#### STUDENTS

5111/page 11 of 11

Eligibility of Resident/Nonresident Students

district. The student's continued attendance in the school district shall be conditioned on a satisfactory attendance and disciplinary record.]

J-1 Visa Students

[Option – Select	One	Option
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CPu	on select one option
	J-1 Visa students will not be admitted to this school district.
	The school district is not required to, but may permit the attendance of J-1 Visa students into the school district. The host family must be domiciled in the school district and shall submit a request to the Superintendent of Schools with supporting documentation as determined by the Superintendent or designee. A student with a J-1 Visa must be approved by the Board for attendance in the school district and shall not pay tuition. The student's continued attendance in the school district shall be conditioned on a satisfactory attendance and disciplinary record.]
N.J.S.	A. 18A:38-1; 18A:38-1.1; 18A:38-1.3; 18A:38-3;

N.J.S.A. 18A:38-1; 18A:38-1.1; 18A:38-1.3; 18A:38-3; 18A:38-3.1; 18A:7B-12 N.J.A.C. 6A:14-3.3; 6A:17-2.1 et seq.; 6A:22**-1.1 et seq.** 8 CFR 214.3

Adopted:





# APPENDIX

B

PROGRAM P 2270/page 1 of 2 Religion in the Schools

#### P 2270 RELIGION IN THE SCHOOLS

The Board of Education recognizes that religious belief and disbelief are matters of personal conviction rather than governmental authority and the students of this district are protected by the First Amendment of the United States Constitution and by Article I, Paragraph 4 of the New Jersey State Constitution from the establishment of religion in the schools. The First Amendment requires public school officials to show neither favoritism toward nor hostility against religious expression such as prayer.

As a condition of receiving Elementary and Secondary Education Act of 1965 (ESEA) funds, the Board of Education must annually certify in writing to the New Jersey Department of Education that no Board policy prevents, or otherwise denies participation in, constitutionally protected prayer in public elementary and secondary schools, as detailed in the United States Department of Education's Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools (USDOE Guidance). The Board must provide this certification to the New Jersey Department of Education by October 1 of each year during which the Board participates in an ESEA program. The USDOE Guidance provides information on the current state of the law concerning constitutionally protected prayer and religious expression in public elementary and secondary schools.

The following activities as outlined in the USDOE Guidance will be permitted upon applying the governing constitutional principles in particular public school contexts related to prayer: prayer and religious exercise during non-instructional time; organized prayer groups and activities; teachers, administrators, and other school employees; moments of silence; accommodation of prayer and religious exercise during instructional time; student assemblies and noncurricular events; prayer at graduation; and/or baccalaureate ceremonies.

The following activities as outlined in the USDOE Guidance will be permitted upon applying constitutional principles regarding religious expression other than prayer in particular public school contexts: religious literature; teaching about religion; student dress codes and policies; religious expression in class assignments and homework; and/or excusals for religious activities.

PROGRAM P 2270/page 2 of 2 Religion in Schools

In addition to the constitutional principles outlined in this Policy and the USDOE Guidance, public schools may also be subject to requirements under Federal and State laws relevant to prayer and religious expression. Such Federal and State laws may not; however, obviate or conflict with a public school's Federal constitutional obligations described in the USDOE Guidance. The Equal Access Act, 20 U.S.C. Section 4071, is designed to ensure that student religious activities are accorded the same access to Federally funded public secondary school facilities as are student secular activities.

The United States Department of Justice has developed guidance for interpreting the Equal Access Act's requirements outlined in the USDOE Guidance in the area of general provisions, prayer service and worship exercises, means of publicized meetings, lunch-time and recess, and leadership of religious student groups.

Any issues regarding prayer and religious expression in the schools, the USDOE Guidance, and the provisions of this Policy shall be referred to the Superintendent of Schools who may consult with the Board Attorney.

U.S. Const. Amend. 1
The Equal Access Act, 20 U.S.C. Section 4071
U.S. Department of Education - Guidance on Constitutionally Protected
Prayer and Religious Expression in Public Elementary and Secondary Schools –
May 15, 2023
N.J. Const. (1947) Art. 1, para. 4
N.J.S.A. 18A:35-4.6 et seq.; 18A:36-16

Adopted:

## TEACHING STAFF MEMBERS P 3161/page 1 of 4 Examination for Cause

#### P 3161 EXAMINATION FOR CAUSE

- A. Pursuant to N.J.S.A. 18A:16-2 and N.J.A.C. 6A:32-6.3, the Board of Education may require physical or psychiatric examinations of a teaching staff member whenever, in the judgment of the Board, a teaching staff member shows evidence of deviation from normal physical or mental health, to determine the teaching staff member's physical and mental fitness to perform, with reasonable accommodation, the position the teaching staff member currently holds, or to detect any health risk(s) to students and other employees. When the Board requires a teaching staff member to undergo a physical or psychiatric examination:
  - 1. The Board shall provide the teaching staff member with a written statement of the reasons for the required examination; and
  - 2. The Board shall provide the teaching staff member with a hearing, if requested.
    - a. Notice of the teaching staff member's right to a hearing shall be provided with the statement of reasons for the required examination;
    - b. The teaching staff member must request the Board hearing, in writing, within five working days of the teaching staff member's receipt of the written statement of reasons:
      - (1) The teaching staff member shall be ordered to submit to the appropriate examination(s) by the physician or institution designated by the Board if the teaching staff member failed to timely request a hearing before the Board;
    - c. The Board hearing shall be conducted in accordance with the provisions of N.J.S.A. 18A:25-7 and will offer the teaching staff member the opportunity to appear before the Board to refute the reason(s) for the required examination(s);

## TEACHING STAFF MEMBERS P 3161/page 2 of 4 Examination for Cause

- d. The teaching staff member shall be ordered to submit to the appropriate examination(s) by the physician or institution designated by the Board if the teaching staff member failed to persuade the Board at the hearing that the teaching staff member should not be required to submit to the appropriate examination(s); and
- e. The determination of such a hearing shall be appealable to the Commissioner pursuant to N.J.S.A. 18A:6-9 and N.J.A.C. 6A:4 Appeals.
- 3. The teaching staff member may refuse, without reprisal, to waive their right to protect the confidentiality of medical information, in accordance with P.L. 104-191, Health Insurance Portability and Accountability Act of 1996.
- B. Pursuant to N.J.S.A. 18A:16-3, the Board shall bear the cost of examinations made by a physician or institution designated by the Board. However, the teaching staff member shall bear the cost if the examination is performed by a physician or institution designated by the teaching staff member with approval of the Board.
  - 1. If the teaching staff member submits names of physicians or institutions to the Board for consideration to complete the appropriate examination(s), the Board is not required to designate the physician or institution submitted for consideration by the teaching staff member, but shall not act unreasonably in withholding its approval of the physician or institution.
  - 2. The teaching staff member shall authorize the physician or institution performing the examination to immediately release the examination results to the Superintendent.
  - 3. All records and reports relating to any such examination shall be the property of the Board, in accordance with N.J.S.A. 18A:16-5.
    - a. Health records of teaching staff members, including computerized records, shall be secured, stored, and maintained separately from other personnel files; and

## TEACHING STAFF MEMBERS P 3161/page 3 of 4 Examination for Cause

- b. Health records may be shared only with authorized individuals in accordance with N.J.S.A. 18A:16-5.
- 4. If the results of any such examination indicate mental abnormality or communicable disease, the teaching staff member shall be ineligible for further service until proof of recovery, satisfactory to the Board, is furnished, but if the teaching staff member is under contract or has tenure, they may be granted sick leave with compensation as provided by law and shall, upon satisfactory recovery, be permitted to complete the term of their contract, if they are under contract, or be reemployed with the same tenure as they possessed at the time their services were discontinued, if they have tenure, unless their absence shall exceed a period of two years in accordance with N.J.S.A. 18A:16-4.
- C. In order to return to work, the teaching staff member must submit to an appropriate examination and submit the results of the examination to the Superintendent.
  - 1. The examination must be conducted by a physician or institution upon which the Board and teaching staff member confer and agree;
  - 2. If the physician or institution conducting the examination is conducted by the Board's choice, the cost shall be borne by the Board; if the physician or institution conducting the examination is conducted by the teaching staff member's choice, the cost shall be borne by the teaching staff member; and
  - 3. The teaching staff member shall authorize the physician or institution performing the examination to immediately release the examination results to the Superintendent.
- D. A teaching staff member who refuses to submit to an examination required by the Board in accordance with this Policy and has exhausted the hearing procedures established by law and this Policy shall be subject to discipline, which may include, but is not limited to, termination or certification of tenure charges to the Commissioner of Education, as applicable.

42 U.S.C.A. 12101 N.J.S.A. 18A:6-10; 18A:16-2; 18A:16-3; 18A:16-4; 18A:16-5

## TEACHING STAFF MEMBERS P 3161/page 4 of 4 Examination for Cause

18A:25-7; 18A:28-5; 18A:30-1 et seq. N.J.A.C. 6A:32-6.2; 6A:32-6.3

Adopted:

TEACHING STAFF MEMBERS
P 3212/page 1 of 1
Attendance

#### P 3212 ATTENDANCE

The regular and prompt attendance of teaching staff members is an essential element in the efficient operation of the school district and the educational program. Teaching staff member absenteeism disrupts the educational program and the Board of Education considers attendance an important component of a teaching staff member's job performance.

Teaching staff members shall provide notice for the use of sick time as required in N.J.S.A. 18A:30-4 and Policy and Regulation 1642.01 in accordance with the district's procedure for teaching staff members to report the use of sick leave and other absences. A teaching staff member who fails to give prompt notice of an absence, misuses sick leave, fails to verify an absence in accordance with statute, administrative code, or Board policy; falsifies the reason for an absence; is absent without authorization: is repeatedly tardy; or accumulates an excessive number of absences may be subject to appropriate consequences, which may include, but not be limited to, the withholding of a salary increment, termination, nonrenewal, and/or certification of tenure charges.

Sick leave is defined in accordance with N.J.S.A. 18A:30-1 and Policy and Regulation 1642.01. No teaching staff member will be discouraged from the prudent, necessary use of sick leave and any other leave provided for by statute; administrative code; collective bargaining agreement; an individual employment contract; or the policies of the Board. The Superintendent or Board of Education may require verification to be filed with the Secretary of the Board in order to obtain sick leave in accordance with the provisions of N.J.S.A. 18A:30-4 and Policy and Regulation 1642.01.

The Superintendent, in consultation with administrative staff members, will review the rate of absence among teaching staff members. The review will include the collection and analysis of attendance patterns, the training of teaching staff members in their attendance responsibilities, and the counseling of teaching staff members for whom regular and prompt attendance is a problem.

N.J.S.A. 18A:27-4; 18A:28-5; 18A:30-1; 18A:30-2; 18A:30-4

Adopted:

# TEACHING STAFF MEMBERS P 3324/page 1 of 2 Right of Privacy

#### P 3324 RIGHT OF PRIVACY

The Board of Education will provide facilities and school district-owned property to assist teaching staff members in their job responsibilities or for the teaching staff members' convenience. These facilities or district-owned property may include, but are not limited to, an office, a storage closet, a filing cabinet, a locker, and/or a desk. The Principal or designee may provide a teaching staff member with exclusive use and access to such facilities or school district-owned property or may require the facility or school district-owned property be shared with other staff members. The teaching staff member may be provided a lock or key by the school district or may secure the facility or school district-owned property using their own locking device with permission from the Principal or designee.

Teaching staff members should be aware their expectation of privacy in these facilities and/or the school district-owned property provided by the Board of Education is reduced by virtue of actual office practices and procedures, for searches conducted pursuant to an investigation of work-related employee misconduct, or by school district policies or regulations. In addition, teaching staff members shall have a reduced expectation of privacy in these facilities and school district-owned property if there is reasonable suspicion the teaching staff member is violating a law or school policy. Teaching staff members shall be on notice this reduced expectation of privacy may result in such facilities and/or school district-owned property being searched without a search warrant. In order to avoid exposing personal belongings to such a search, teaching staff members are discouraged from storing personal papers and effects in these facilities or school district-owned property.

The Board prohibits any audio or video recording of a teaching staff member or student by any student; other school staff member; visitor; or any other person while a teaching staff member is performing their Board-assigned job responsibilities without the prior written approval of the teaching staff member's Principal or supervisor. In addition to protecting the privacy rights of all teaching staff members, such recordings may violate the privacy rights of students and teaching staff members and can be disruptive to the educational program. The teaching staff members' Principal or supervisor's prior approval for a person to make an audio or video recording of a teaching staff member or a school-sponsored activity is not required for a school-sponsored activity that is open to parents, family members, or other members of the public to attend. Such activities

TEACHING STAFF MEMBERS
P 3324/page 2 of 2
Right of Privacy

include, but are not limited to: curricular activities; co-curricular activities; athletic events; student programs; or any other school-sponsored activity.

A person requesting prior approval to audio or video record a teaching staff member or student that is not permitted in accordance with the provisions of this Policy, must submit a written request to the Principal. The Principal will review the written request and provide the requester with a written decision. If a written approval is not provided by the Principal to the person submitting the request prior to the requested recording date or event, the request shall be deemed denied and the audio or video recording shall not be permitted.

Any person making an audio or video recording in violation of the provisions of this Policy shall be required to immediately cease making the recording to avoid violating the privacy rights of others. Any teaching staff member found to have violated the provisions of this Policy may be subject to discipline.

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# SUPPORT STAFF MEMBERS P 4161/page 1 of 3 Examination for Cause

#### P 4161 EXAMINATION FOR CAUSE

- A. Pursuant to N.J.S.A. 18A:16-2 and N.J.A.C. 6A:32-6.3, the Board of Education may require physical or psychiatric examinations of a support staff member whenever, in the judgment of the Board, a support staff member shows evidence of deviation from normal physical or mental health, to determine the support staff member's physical and mental fitness to perform, with reasonable accommodation, the position the support staff member currently holds, or to detect any health risk(s) to students and other employees. When the Board requires a support staff member to undergo a physical or psychiatric examination:
  - 1. The Board shall provide the support staff member with a written statement of the reasons for the required examination; and
  - 2. The Board shall provide the support staff member with a hearing, if requested.
    - a. Notice of the support staff member's right to a hearing shall be provided with the statement of reasons for the required examination;
    - b. The support staff member must request the Board hearing, in writing, within five working days of the support staff member's receipt of the written statement of reasons:
      - (1) The support staff member shall be ordered to submit to the appropriate examination(s) by the physician or institution designated by the Board if the support staff member failed to timely request a hearing before the Board;
    - c. The Board hearing shall be conducted in accordance with the provisions of N.J.S.A. 18A:25-7 and will offer the support staff member the opportunity to appear before the Board to refute the reason(s) for the required examination(s);
    - d. The support staff member shall be ordered to submit to the appropriate examination(s) by the physician or institution

# SUPPORT STAFF MEMBERS P 4161/page 2 of 3 Examination for Cause

designated by the Board if the support staff member failed to persuade the Board at the hearing that the support staff member should not be required to submit to the appropriate examination(s); and

- e. The determination of such a hearing shall be appealable to the Commissioner pursuant to N.J.S.A. 18A:6-9 and N.J.A.C. 6A:4 Appeals.
- 3. The support staff member may, without reprisal, refuse to waive their right to protect the confidentiality of medical information, in accordance with P.L. 104-191, Health Insurance Portability and Accountability Act of 1996.
- B. Pursuant to N.J.S.A. 18A:16-3, the Board shall bear the cost of examinations made by a physician or institution designated by the Board. However, the support staff member shall bear the cost if the examination is performed by a physician or institution designated by the support staff member with approval of the Board.
  - 1. If the support staff member submits names of physicians or institutions to the Board for consideration to complete the appropriate examination(s), the Board is not required to designate the physician or institution submitted for consideration by the support staff member, but shall not act unreasonably in withholding its approval of the physician or institution.
  - 2. The support staff member shall authorize the physician or institution performing the examination to immediately release the examination results to the Superintendent.
  - 3. All records and reports relating to any such examination shall be the property of the Board, in accordance with N.J.S.A. 18A:16-5.
    - a. Health records of support staff members, including computerized records, shall be secured, stored, and maintained separately from other personnel files; and
    - b. Health records may be shared only with authorized individuals in accordance with N.J.S.A. 18A:16-5.

# SUPPORT STAFF MEMBERS P 4161/page 3 of 3 Examination for Cause

- 4. If the results of any such examination indicate mental abnormality or communicable disease, the support staff member shall be ineligible for further service until proof of recovery, satisfactory to the Board, is furnished, but if the support staff member is under contract or has tenure, they may be granted sick leave with compensation as provided by law and shall, upon satisfactory recovery, be permitted to complete the term of their contract, if they are under contract, or be reemployed with the same tenure as they possessed at the time their services were discontinued, if they have tenure, unless their absence shall exceed a period of two years in accordance with N.J.S.A. 18A:16-4.
- C. In order to return to work, the support staff member must submit to an appropriate examination and submit the results of the examination to the Superintendent.
  - 1. The examination must be conducted by a physician or institution upon which the Board and support staff member confer and agree;
  - 2. If the physician or institution conducting the examination is conducted by the Board's choice, the cost shall be borne by the Board; if the physician or institution conducting the examination is conducted by the support staff member's choice, the cost shall be borne by the support staff member; and
  - 3. The support staff member shall authorize the physician or institution performing the examination to immediately release the examination results to the Superintendent.
- D. A support staff member who refuses to submit to the examination required by the Board in accordance with this Policy and has exhausted the hearing procedures established by law and this Policy shall be subject to discipline, which may include, but is not limited to, termination or certification of tenure charges to the Commissioner of Education, as applicable.

42 U.S.C.A. 12101

N.J.S.A. 18A:6-10; 18A:16-2; 18A:16-3; 18A:16-4; 18A:16-5

18A:25-7; 18A:28-5; 18A:30-1 et seq.

N.J.A.C. 6A:32-6.2; 6A:32-6.3

Adopted:

SUPPORT STAFF MEMBERS P 4212/page 1 of 1 Attendance

#### P 4212 ATTENDANCE

The regular and prompt attendance of support staff members is an essential element in the efficient operation of the school district and the effective conduct of the educational program. Support staff member absenteeism disrupts the educational program and the Board of Education considers attendance an important component of a support staff member's job performance.

Support staff members shall provide notice for the use of sick time as required in N.J.S.A. 18A:30-4 and Policy and Regulation 1642.01 in accordance with the district's procedure for support staff members to report the use of sick leave and other absences. A support staff member who fails to give prompt notice of an absence, misuses sick leave, fails to verify an absence in accordance with statute, administrative code, or Board policy; falsifies the reason for an absence; is absent without authorization; is repeatedly tardy; or accumulates an excessive number of absences may be subject to appropriate consequences, which may include, but not be limited to, the withholding of a salary increment, termination, nonrenewal, and/or certification of tenure charges.

Sick leave is defined in accordance with N.J.S.A. 18A:30-1 and Policy and Regulation 1642.01. No support staff member will be discouraged from the prudent, necessary use of sick leave and any other leave provided for by statute; administrative code; the collective bargaining agreement; in an individual employment contract; or the policies of the Board. The Superintendent or Board of Education may require verification to be filed with the Secretary of the Board in order to obtain sick leave in accordance with the provisions of N.J.S.A. 18A:30-4 and Policy and Regulation 1642.01.

The Superintendent, in consultation with administrative staff members, will review the rate of absence among support staff members. The review will include the collection and analysis of attendance patterns, the training of support staff members in their attendance responsibilities, and the counseling of support staff members for whom regular and prompt attendance is a problem.

N.J.S.A. 18A:30-1; 18A:30-2; 18A:30-4

Adopted:

SUPPORT STAFF MEMBERS 4324/page 1 of 2 Right of Privacy

#### P 4324 RIGHT OF PRIVACY

The Board of Education will provide facilities and school district-owned property to assist support staff members in their job responsibilities or for the support staff members' convenience. These facilities or district-owned property may include, but are not limited to, an office, a storage closet, a filing cabinet, a locker, and/or a desk. The Principal or designee may provide a support staff member with exclusive use and access to such facilities or school district-owned property or may require the facility or school district-owned property be shared with other staff members. The support staff member may be provided a lock or key by the school district or may secure the facility or school district-owned property using their own locking device with permission from the Principal or designee, or immediate supervisor.

Support staff members should be aware their expectation of privacy in these facilities and/or the school district-owned property provided by the Board of Education is reduced by virtue of actual office practices and procedures, for searches conducted pursuant to an investigation of work-related employee misconduct, or by school district policies or regulations. In addition, support staff members shall have a reduced expectation of privacy in these facilities and school district-owned property if there is reasonable suspicion the support staff member is violating a law or school policy. Support staff members shall be on notice this reduced expectation of privacy may result in such facilities and/or school district-owned property being searched without a search warrant. In order to avoid exposing personal belongings to such a search, support staff members are discouraged from storing personal papers and effects in these facilities or school district-owned property.

The Board prohibits any audio or video recording of a support staff member or student by any student; other school staff member; visitor; or any other person while a support staff member is performing their Board-assigned job responsibilities without the prior approval of the support staff member's supervisor. In addition to protecting the privacy rights of all support staff members, such recordings may violate the privacy rights of students and support staff members and can be disruptive to the educational program. The support staff members' supervisor's prior approval for a person to make a video or audio recording of a support staff member or a school-sponsored activity is not required for a school-sponsored activity that is open to parents, family members, or other members of the public to attend. Such activities include, but are not limited to:

SUPPORT STAFF MEMBERS 4324/page 2 of 2 Right of Privacy

curricular activities; co-curricular activities; athletic events; student programs; or any other school-sponsored activity.

A person requesting prior approval to an audio or video record a support staff member or student that is not permitted in accordance with the provisions of this Policy, must submit a written request to the support staff member's supervisor. The supervisor will review the written request and provide the requester with a written decision. If a written approval is not provided by the supervisor to the person submitting the request prior to the requested recording date or event, the request shall be deemed denied and audio or video recording shall not be permitted.

Any person making an audio or video recording in violation of the provisions of this Policy shall be required to immediately cease making the recording to avoid violating the privacy rights of others. Any support staff member found to have violated the provisions of this Policy may be subject to discipline.]

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#### P 5116 EDUCATION OF HOMELESS CHILDREN AND YOUTHS

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

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

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

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

# STUDENTS 5116/page 2 of 4 Education of Homeless Children and Youths

When a homeless child or youth resides in a school district, the school district liaison shall notify the liaison of the school district of residence within twenty-four hours of receiving notification from the parent, a shelter director, or an involved agency. Upon notification of the need for enrollment of a homeless child or youth, the liaison in the school district of residence shall coordinate enrollment procedures immediately based upon the best interest of the child pursuant to N.J.A.C. 6A:17-2.5(b).

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

Unless parental rights have been terminated by a court of competent jurisdiction, the parent retains all rights under N.J.A.C. 6A:17-2.

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

When a school district designated as the school district of residence disputes its designation as the school district of residence, or where no designation can be agreed upon by the involved school districts, the Superintendent(s) or designee(s) of the involved school districts shall immediately notify the Executive County Superintendent of Schools. The Executive County Superintendent shall make a determination immediately, if possible, but no later than within forty-eight hours and, when necessary, in consultation with the NJDOE's Homeless Education Coordinator or the Coordinator's designee.

If the dispute regarding determination of the school district of residence does not involve the determination of homelessness and/or school district of enrollment, the school district disputing the Executive County Superintendent's determination may

appeal to the NJDOE pursuant to N.J.A.C. 6A:23A-19.2(d), (e), and (f) and request a determination from the NJDOE Division of Administration and Finance. If an appeal of a determination of school district of residence also includes an appeal of the determination of homelessness and/or school district of enrollment, the appeal shall be submitted to the Commissioner of Education pursuant to N.J.A.C. 6A:3, Controversies and Disputes.

Any dispute or appeal shall not delay the homeless child's or youth's immediate enrollment or continued enrollment in the school district. The homeless child or youth shall be enrolled in the school district in which enrollment or continued enrollment is sought by the parent, pending resolution of the dispute or appeal. Disputes and appeals involving the services provided to a homeless child or youth with a disability shall be made pursuant to N.J.A.C. 6A:14.

Notwithstanding the provisions of N.J.S.A. 18A:38-1, 18A:7B-12, or 18A:7B-12.1, or any other section of law to the contrary, any student who moves from one school district to another as a result of being homeless due to an act of terrorism or due to a natural disaster which results in the declaration of a state of emergency or disaster by the State or by the Federal government, may continue to enroll in the school district in which the parent or guardian last resided prior to becoming homeless for up to two full school years after the act of terrorism or natural disaster; and during the two-year period, if the student is enrolled in the district in which the parent last resided prior to becoming homeless and the student's parent remains homeless for that period, the student shall attend that district tuition-free and that district shall provide the student transportation to and from school in accordance with N.J.S.A. 18A:7B-12.3.

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

## STUDENTS 5116/page 4 of 4 Education of Homeless Children and Youths

On or before December 31 of each year, the district shall report to the Office of Homelessness Prevention in the Department of Community Affairs an accounting of each instance in which the district is made aware that a student enrolled in the district because the student's parent moved to the district as a result of being homeless in accordance with N.J.S.A. 18A:38-1.f.

N.J.S.A. 18A:7B-12; 18A:7B-12.1; 18A:7B-12.3; 18A:38-1 N.J.A.C. 6A:17-2.1 et seq.

Adopted:

#### P8500 FOOD SERVICES

The Board of Education shall make school lunch available to all students enrolled in a school in the district unless less than five percent of enrolled students in the school are Federally eligible for a free or reduced price lunch in accordance with N.J.S.A. 18A:33-4. School lunches made available pursuant to N.J.S.A. 18A:33-4 and this Policy shall meet minimum nutritional standards, established by the Department of Education.

Free or reduced price breakfast and lunch, as required, shall be offered, under a school lunch program, school breakfast program, or a breakfast after the bell program, to all enrolled students who are determined to be Federally eligible for free or reduced price meals. As provided by N.J.S.A. 18A:33-4.a.(3) and N.J.S.A. 18A:33-14a.a.(2), any student who is eligible for a reduced price lunch and breakfast, pursuant to Federal income eligibility standards and criteria, shall not be required to pay for such lunch or breakfast. Free lunch or breakfast shall also be offered to each enrolled student who is Federally ineligible for free or reduced price meals, but who has an annual household income that is not less than one hundred and eighty-six percent, and not more than one hundred ninety-nine percent, of the Federal poverty level, as determined pursuant to N.J.S.A. 18A:33-21b1.

A. Breakfast Program – N.J.S.A. 18A:33-10; 18A:33-10.1; 18A:33-11; 18A:33-11.1; 18A:33-11.3; 18A:33-14a.

If twenty percent or more of the students enrolled in a school in the district on October 1 of the preceding school year were Federally eligible for free or reduced price meals under the National School Lunch Program or the Federal School Breakfast Program, the district shall establish a school breakfast program in the school in accordance with the provisions of N.J.S.A. 18A:33-10.

Notwithstanding the provisions of N.J.S.A. 18A:33-10 to the contrary, if ten percent or more of the students enrolled in a school in the district on October 1 of the preceding school year were Federally eligible for free or reduced price meals under the National School Lunch Program or the

OPERATIONS 8500/page 2 of 13 Food Services

Federal School Breakfast Program the district shall establish a breakfast program in accordance with the provisions of N.J.S.A. 18A:33-10.1.

If seventy percent or more of the students enrolled in a school in the district on or before the last school day before October 16 of the preceding school year were Federally eligible for free or reduced price meals under the National School Lunch Program or the Federal School Breakfast Program, the district shall establish a breakfast after the bell program pursuant to N.J.S.A. 18A:33-11.3.

In accordance with N.J.S.A. 18A:33-11, in implementing a school lunch program, pursuant to N.J.S.A. 18A:33-4 et seq., a school breakfast program, pursuant N.J.S.A. 18A:33-9 et seq., or N.J.S.A. 18A:33-10.1, or a breakfast after the bell program, pursuant to N.J.S.A. 18A:33-11.1 or N.J.S.A. 18A:33-11.3, the district shall:

- 1. Publicize, to parents and students, the availability of the respective school meals program, as well as the various ways in which a student may qualify to receive free or reduced price meals under the program, as provided by N.J.S.A. 18A:33-4 and N.J.S.A. 18A:33-14a.;
- 2. Make every effort to ensure that subsidized students are not recognized as program participants, by the student body, faculty, or staff, in a manner that is different from the manner in which unsubsidized students are recognized as program participants. Such efforts shall include, but need not be limited to, the establishment of a neutral meal plan or voucher system that does not make a distinction between subsidized and unsubsidized students; and

#### 3. Make every effort to:

a. Facilitate the prompt and accurate identification of categorically eligible students who may be certified to participate in the program, on a subsidized basis, without first submitting an application therefore, and, whenever an application is required to establish eligibility for subsidized meals, encourage students and their families to submit a subsidized school meals application for that purpose;

- b. Facilitate and expedite, to the greatest extent practicable, the subsidized school meals application and income-eligibility determination processes that are used, by the district, to certify a student for free or reduced price school meals on the basis of income, and assist parents in completing the school meals application; and
- c. Encourage students who are neither categorically eligible nor income-eligible for free or reduced price school meals to nonetheless participate, on a paid and unsubsidized basis, in the program.

If the district participates in the Federal School Breakfast Program, the district is encouraged to increase the number of students participating in the program by establishing a breakfast after the bell program that incorporates school breakfast into the first-period classroom or the first few minutes of the school day pursuant to N.J.S.A. 18A:33-11.1.

Pursuant to N.J.S.A. 18A:33-14a., school breakfasts made available to students under a school breakfast program or a breakfast after the bell program shall meet minimum nutritional standards, established by the New Jersey Department of Education.

The State of New Jersey shall provide funding to each school in the district if the school operates a School Breakfast Program or a breakfast after the bell program, as may be necessary to reimburse the costs associated with the school's provision of free breakfasts, pursuant to N.J.S.A. 18A:33-14a.b., to students who are Federally ineligible for free or reduced price meals.

B. Summer Food Service Program – N.J.S.A. 18A:33-23; 18A:33-24; 18A:33-25; 18A:33-26

In accordance with N.J.S.A. 18A:33-24, if fifty percent or more of the students enrolled in the school district on or before the last school day before October 16 of the preceding school year were Federally eligible for free or reduced price meals under the National School Lunch Program or the Federal School Breakfast Program, the district shall become a sponsor or site under the Federal Summer Food Service Program or apply for a waiver pursuant to N.J.S.A. 18A:33-26.

In accordance with N.J.S.A. 18A:33-23, the district shall notify each student enrolled and the student's parent of the availability of, and criteria of eligibility for, the summer meals program and the locations in the district where the summer meals are available. The district shall provide this notification by distributing flyers provided by the New Jersey Department of Agriculture pursuant to subsection N.J.S.A. 18A:33-23.c. The district may also provide electronic notice of the information through the usual means by which the district communicates with parents and students electronically.

Pursuant to N.J.S.A. 18A:33-26.a., the New Jersey Department of Agriculture may grant a waiver of the requirements of N.J.S.A. 18A:33-24 et seq. To be granted a waiver, the district must show that it lacks the staff, facilities, or equipment to sponsor the Federal Summer Food Service Program, or the means to finance the hiring or acquisition of such staff, facilities, or equipment. The New Jersey Department of Agriculture also may grant a waiver for one year to the district if a different sponsor currently runs the Federal Summer Food Service Program within the district's community.

Pursuant to N.J.S.A. 18A:33-26.b., the district shall report to the New Jersey Department of Agriculture, in the manner prescribed by the New Jersey Department of Agriculture, its reasons for requesting a waiver of the requirements of N.J.S.A. 18A:33-24 et seq. The report shall include, but need not be limited to, a description of the specific impediments to implementing the program and actions that could be taken to remove those impediments or, where applicable, the identification of the sponsor that currently runs the program within the same community.

- C. Information Provided to Parents Regarding the National School Lunch Program and the Federal School Breakfast Program N.J.S.A. 18A:33-21b1
  - 1. At the beginning of each school year, or upon initial enrollment, in the case of a student who enrolls during the school year, the school shall provide each student's parent with:
    - a. Information on the National School Lunch Program and the Federal School Breakfast Program, including, but not limited to, information on the availability of free or reduced

price meals for eligible students, information on the application and determination processes that are used to certify eligible students for subsidized school meals, and information on the rights that are available to students and their families under N.J.S.A. 18A:33-21b1 and N.J.S.A. 18A:33-21; and

- b. A school meals application form, as well as instructions for completing the application, and, as necessary, assistance in completing the application.
- 2. The school meals information and application provided to parents, pursuant to N.J.S.A. 18A:33-21b1.a. shall:
  - a. Be communicated in a language that the parent understands;
  - b. Specify the limited purposes for which collected personal data may be used, as provided by N.J.S.A. 18A:33-21b1.c.; and
  - c. Be submitted to the parent either in writing or electronically. In the latter case, the school district shall use the usual means by which it communicates with parents electronically.
- 3. A school meals application that is completed by a parent shall be confidential, and shall not be used or shared by the student's school or school district, except as may be necessary to:
  - a. Determine whether a student identified in the application is eligible for free or reduced price school meals;
  - b. Determine whether the school or school district is required, by N.J.S.A. 18A:33-11.3 or by N.J.S.A. 18A:33-24, to establish a breakfast after the bell program, or to participate as a sponsor or site in the Federal Summer Meals Service Program;
  - c. Ensure that the school receives appropriate reimbursement, from the State and Federal governments, for meals provided to eligible students, free of charge, through a school lunch

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program, a school breakfast program, a breakfast after the bell program, a summer meals program, or an emergency meals distribution program; and

- d. Facilitate school aid determinations under the "School Funding Reform Act of 2008," N.J.S.A. 18A:7F-43 et seq.
- D. Free or Reduced Price Meals' Application Process 7 CFR 245

School meals applications shall be reviewed in a timely manner. An eligibility determination will be made, the family will be notified of its status, and the status will be implemented as soon as possible within ten operating days of receipt of the completed application pursuant to 7 CFR 245.6(c)(6). Any student found eligible shall be offered free or reduced price meals or free milk immediately upon the establishment of their eligibility and shall continue to receive such meals during the pendency of any inquiry regarding their eligibility in accordance with the requirements of the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture. Carry-over of previous year's eligibility for students shall be in accordance with the requirements of the Division of Food and Nutrition, School Nutrition Programs, New Jersey Department of Agriculture.

In accordance with 7 CFR 245.6(c)(1) and (2), eligibility for free or reduced price meals, as determined through an approved application or by direct certification, must remain in effect for the entire school year and for up to thirty operating days in the subsequent school year. Prior to the processing of an application or the completion of direct certification procedures for the current school year, children from households with approved applications or documentation of direct certification on file from the preceding year, shall be offered reimbursable free and reduced price meals, as appropriate.

In accordance with 7 CFR 245.6(c)(6)(iii), children from households that notify the local educational agency that they do not want free or reduced price benefits must have their benefits discontinued as soon as possible.

Pursuant to 7 CFR 245.6(c)(7), if the district receives an incomplete school meals application or a school meals application that does not meet the eligibility criteria for free or reduced priced benefits, the school meals application must be denied. The district shall document and retain the

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denied school meals application and reasons for ineligibility for three years in accordance with 7 CFR 245.6(e).

In accordance with 7 CFR 245.6(c)(7), parents of students who are denied benefits must receive prompt, written notification of their denial. The notification may be provided by mail or e-mail to the individual who signed the school meals application. Posting the denial on the "notification" page of an online system does not meet this requirement. Likewise, informing the parent of denial via telephone does not meet this requirement. If the district uses an automated telephone information system to notify parents of denied benefits, the district must also provide the parents with written notification of the denial. The notification must provide the: reason for denial of benefits; right to appeal; instructions on how to appeal; and ability to reapply for free and reduced price benefits at any time during the school year.

In accordance with 7 CFR 245.6(e), the district shall record the eligibility determination and notification in an easily referenced format. The record shall include the: denial date; reason for denial; date the denial notice was sent; and signature or initials of the determining official (may be electronic, where applicable).

Any parents of students who have benefits that are to be reduced or terminated must be given ten calendar days' written notice of the change prior to the date the change will go into effect pursuant to 7 CFR 245.6a(j). The first day of the advance notice period shall be the day the notice is sent. The notice of adverse action may be sent via mail or to the e-mail address of the parent. The district cannot notify the household of adverse action by phone only.

Pursuant to 7 CFR 245.6a(j), the notice of adverse action must advise the parents of: change in benefits; reasons for the change; an appeal must be filed within the ten calendar days advance notice period to ensure continued benefits while awaiting a hearing and decision; instructions on how to appeal; and the parents may reapply for benefits at any time during the school year.

If the district participates in any National School Lunch Program, School Breakfast Program, or provides free milk under the Special Milk Program, the district shall submit to the New Jersey Department of Agriculture a free and reduced price policy statement pursuant to 7 CFR 245.10.

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In accordance with 7 CFR 245.1(b), the district shall avoid any policy or practice leading to the overt identification of students receiving free or reduced price meal benefits. Overt identification is any action that may result in a child being recognized as potentially eligible for or certified for free or reduced price school meals. Unauthorized disclosure or overt identification of students receiving free and reduced price meal benefits is prohibited. The district shall ensure that a child's eligibility status is not disclosed at any point in the process of providing free and reduced price meals, including: notification of the availability of free and reduced price benefits; certification and notification of eligibility; provision of meals in the cafeteria; and the point of service. In addition, the district shall ensure students who receive free and reduced price benefits are not overtly identified when they are provided additional services under programs or activities available to low-income students based on their eligibility for free and reduced price meals.

Pursuant to 7 CFR 245.2, disclosure means revealing or using individual student's program eligibility information obtained through the free and reduced price meal or free milk eligibility process for a purpose other than the purpose for which the information was obtained. Disclosure includes, but is not limited to, access, release, or transfer of personal data about students by means of print, tape, microfilm, microfiche, electronic communication, or any other means. It includes eligibility information obtained through the school meals application or through direct certification.

If the district accepts both cash and electronic payments, the district shall ensure students are not overtly identified through the method of payment pursuant to 7 CFR 245.8(b). To the maximum extent practicable, the district must ensure the sale of non-program foods and the method of payment for non-program foods do not inadvertently result in students being identified by their peers as receiving free and reduced price benefits.

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

E. Meal Charge Program – N.J.S.A. 18A:33-21

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The Board of Education provides a meal charge program to permit unsubsidized students in the district to charge for breakfast or lunch. Collection of any payment for a meal charge program account that is in arrears shall be addressed in accordance with provisions of this Policy.

"Unsubsidized student" means a student who is neither categorically eligible nor income-eligible for free or reduced price school meals, and who is, consequently, required to pay for any such meals that are served to the student under the National School Lunch Program or the Federal School Breakfast Program.

The Board of Education recognizes a student may not have breakfast or lunch (meal), as applicable, or money to purchase a meal at school on a school day causing the student's meal charge account to fall into arrears. The district shall contact the student's parent to provide notice of the arrearage and shall provide the parent with a period of ten school days to pay the amount due. If the student's parent has not made full payment by the end of the designated ten school day period, then the district shall again contact the student's parent to provide notice of any action to be taken by the school district in response to the arrearage.

A parent who has received a second notice their child's meal bill is in arrears and who has not made payment in full within one week from the date of the second notice may be requested to meet with the Principal or designee to discuss and resolve the matter.

A parent's refusal to meet with the Principal or designee or take other steps to resolve the matter may be indicative of more serious issues in the family or household. However, when a parent's routine failure to provide breakfast or lunch is reasonably suspected to be indicative of child neglect, the Principal or designee shall immediately report such suspicion to the Department of Children and Families, Division of Child Protection and Permanency as required in N.J.S.A. 9:6-8.10. Such reporting shall not be delayed to accommodate a parent's meeting with the Principal or designee.

A school district shall report at least biannually to the New Jersey Department of Agriculture the number of students who are denied school breakfast or school lunch in accordance with N.J.S.A. 18A:33-21.a.(2) and this Policy.

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Nothing in N.J.S.A. 18A:33-21 or this Policy shall be construed to require the district to deny or restrict the ability of an unsubsidized student to access school breakfast or school lunch when the student's school breakfast or school lunch bill is in arrears.

The school or school district shall not:

- 1. Publicly identify or stigmatize an unsubsidized student who cannot pay for a school breakfast or a school lunch or whose school breakfast or school lunch bill is in arrears. (For example, by requiring the student to sit at a separate table or by requiring that the student wear a wristband, hand stamp, or identifying mark, or by serving the student an alternative meal);
- 2. Require an unsubsidized student, who cannot pay for a school breakfast or a school lunch or whose school breakfast or school lunch bill is in arrears to do chores or other work to pay for the school breakfast or school lunch;
- 3. Require an unsubsidized student to discard a school breakfast or school lunch after it has been served because of the student's inability to pay for a school breakfast or school lunch or because money is owed for previously provided meals;
- 4. Prohibit an unsubsidized student, or sibling of such a student, from attending or participating in non-fee-based extracurricular activities, field trips, or school events, from receiving grades, official transcripts, or report cards, or from graduating or attending graduation events, solely because of the student's unresolved meal debt; or
- 5. Require the parent of an unsubsidized student to pay fees or costs in excess of the actual amounts owed for meals previously served to the student.

If an unsubsidized student owes money for the equivalent of five or more school meals, the Principal or designee shall:

1. Determine whether the student is categorically eligible or incomeeligible for free or reduced price meals, by conducting a review of all available records related to the student, and by making at least two attempts, not including the initial attempt made pursuant to N.J.S.A. 18A:33-21.c.(2), to contact the student's parent and have the parent fill out a school meals application; and

2. Contact the parent of the unsubsidized student to offer assistance with respect to the completion of the school meals application; and to determine if there are other issues in the household that have caused the student to have insufficient funds to purchase a school breakfast or school lunch; and to offer any other appropriate assistance.

The school district shall direct communications about a student's school breakfast or school lunch bill being in arrears to the parent and not to the student. Nothing in N.J.S.A. 18A:33-21 shall prohibit the school district from sending a student home with a letter addressed to a parent.

Notwithstanding the provisions of N.J.S.A. 18A:33-21 and the provisions of any other law, rule, or regulation to the contrary, an unsubsidized student shall not be denied access to a school meal, regardless of the student's ability to pay or the status of the student's meal arrearages, during any period of time in which the school is making a determination, pursuant to N.J.S.A. 18A:33-21.c., as to whether the student is eligible for, and can be certified to receive, free or reduced price meals.

If the student's meal bill is in arrears, but the student has the money to purchase a meal on a subsequent school day, the student will be provided a meal with payment and the food service program will not use the student's payment to repay previously unpaid charges if the student intended to use the money to purchase that school day's meal.

Students receiving free meals will not be denied a meal even if they accrued a negative balance from other purchases in the cafeteria.

The school district may post this Policy on the school district's website provided there is a method in place to ensure this Policy reaches all households without access to a computer or the Internet.]

F. Provision of Meals to Homeless Children – N.J.S.A. 18A:33-21c.

The district's liaison for the education of homeless children shall coordinate with district personnel to ensure that a homeless student receives free school meals and is monitored according to district policies pursuant to N.J.S.A. 18A:33-21c.

G. Provision of School Meals During Period of School Closure – N.J.S.A. 18A:33-27.2

In the event the Board is provided a written directive, by either the New Jersey Department of Health or the health officer of the jurisdiction, to institute a public health-related closure due to the COVID-19 epidemic, the district shall implement a program, during the period of the school closure, to provide school meals, at meal distribution sites designated pursuant to N.J.S.A. 18A:33-27.2.b., to all students enrolled in the district who are either categorically eligible or income-eligible for free or reduced price school meals.

In the event of an emergency closure, as described in N.J.S.A. 18A:33-27.2.a., the district shall identify one or more school meal distribution sites that are walkable and easily accessible to students in the district. The district shall collaborate with county and municipal government officials in identifying appropriate sites. A school meals distribution site may include, but need not be limited to: faith-based locations; community centers, such as YMCAs; and locations in the district where meals are made available through a summer meals program. In a district that includes high density housing, the district shall make every effort to identify a school meal distribution site in that housing area.

The district shall identify students enrolled in the district who are categorically eligible or income-eligible for free or reduced price meals, and for whom a school meal distribution site, identified pursuant to N.J.S.A. 18A:33-27.2.b., is not within walking distance. In the case of these students, the district shall distribute the school meals to the student's residence or to the student's bus stop along an established bus route, provided that the student or the student's parent is present at the bus stop for the distribution. Food distributed pursuant to N.J.S.A. 18A:33-27.2.c. may include up to a total of three school days' worth of food per delivery.

The district may use school buses owned and operated by the district to distribute school meals pursuant to N.J.S.A. 18A:33-27.2. If the district

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does not own and operate its own buses, the district may contract for the distribution of school meals, and these contracts shall not be subject to the public bidding requirements established pursuant to the "Public School Contracts Law," N.J.S.A. 18A:18A-1 et seq.

The district shall collaborate, as feasible, with other districts and with local government units to implement the emergency meals distribution program, as required by N.J.S.A. 18A:33-27.2, in order to promote administrative and operational efficiencies and cost savings.

School lunches and breakfasts that are made available, through an emergency meals distribution program operating pursuant to N.J.S.A. 18A:33-27.2, shall be provided to eligible students, free of charge, in accordance with the provisions of N.J.S.A. 18A:33-4.a. and N.J.S.A. 18A:33-14a.

### H. Statement of Compliance

All food service programs shall be operated pursuant to 7 CFR 245, as appropriate, and this Policy.

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N.J.S.A. 18A:18A-42.1; 18A:33-4; 18A:33-5; 18A:33-10; 18A:33-10.1; 18A:33-11; 18A:33-11.1; 18A:33-11.2; 18A:33-11.3; 18A:33-14a.; 18A:33-21; 18A:33-21a.; 18A:33-21b1; 18A:33-21c.; 18A:33-23; 18A:33-24; 18A:33-25; 18A:33-26; 18A:33-27.2; 18A:58-7.1; 18A:58-7.2
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N.J.A.C. 2:36 N.J.A.C. 6A:23-2.6 et seq. N.J.A.C. 8:24-2.1 through 7.5 7 C.F.R. 210.1 et seq.

Adopted:

# APPENDIX

C

Teaching Staff Members R 3212/page 1 of 5 Attendance

#### R 3212 ATTENDANCE

#### A. Review of Attendance Data

- 1. A record shall be kept of the attendance of each teaching staff member, including teachers; educational services personnel; administrators; and other certificated staff members. Any absence, for part or all of a school day, shall be recorded along with the reason for the absence. The record will distinguish sick leave, professional days, unpaid leaves of absence, personal leave, bereavement leave, and any other leaves of absences taken by the teaching staff member. The teaching staff member's attendance record will include notation of verification of an absence where such verification is required by the Superintendent or by Policy and Regulation 1642.01. The teaching staff member's rate of absence shall be calculated at least once per school year and entered on the teaching staff member's attendance record. A teaching staff member's attendance record shall be part of the teaching staff member's personnel file.
- 2. A cumulative attendance record shall be assembled for each school in the school district and also for the school district as required by the New Jersey Department of Education.
- 3. An attendance summary shall be prepared from the cumulative attendance record. The attendance summary shall show the rate of absence for each school in the district and also for the school district.

#### B. Attendance Reporting and Improvement Plan

### 1. Planning

- a. Each absence of a teaching staff member shall be reported by the teaching staff member in accordance with the school district's procedure.
- b. The absence of a teaching staff member shall be provided to the teaching staff member's Principal or supervisor designated by the Superintendent, as appropriate, who shall determine if a substitute or replacement is required for the period of the absence.

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- c. A report of such absences shall also be provided to the Superintendent or designee.
- d. The Principal or supervisor designated by the Superintendent shall determine if an absence requires further verification. Reasons for further verification may include, but are not limited to, the following:
  - (1) A pattern of absences on the same day(s) of the week;
  - (2) A pattern of absences before or after nonworking days;
  - (3) The habitual exhaustion of personal leave.
- e. The Superintendent or designee will meet with Principals and supervisors to discuss attendance records of teaching staff members. The attendance records shall be analyzed for patterns of absences, such as excessive absenteeism in a given department, school, or work place in the school district, among certain groups of teaching staff members, for certain specific causes, or on certain days of the week, month, or year. Specific strategies for reducing the rate of absences shall be developed.

### 2. Implementation

- a. The Superintendent or designee or the teaching staff member's Principal or supervisor designated by the Superintendent shall be responsible for implementing a plan for the improvement of teaching staff member attendance.
- b. The teaching staff member's Principal or supervisor designated by the Superintendent shall encourage the regular attendance of teaching staff members in their workplace, school, or department. The teaching staff member's Principal or supervisor designated by the Superintendent shall maintain contact with absent

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employees and may confer with teaching staff members who return from an absence of any duration.

- c. The Superintendent shall direct Principals and supervisors designated by the Superintendent to incorporate a teaching staff member's attendance record in the teaching staff member's evaluation.
- d. The teaching staff member's Principal or supervisor designated by the Superintendent shall report to the Superintendent or designee any teaching staff member whom the Principal or supervisor designated by the Superintendent suspects of misusing sick leave or falsifying the reasons for an absence.

#### 3. Counseling

- a. The Superintendent, Principal, or supervisor designated by the Superintendent may schedule a conference with a teaching staff member where the number and/or pattern of the teaching staff member's absences or the reasons offered for the teaching staff member's absences may indicate a concern.
- b. Prior to the giving of any admonition, reprimand, or imposition of discipline of any kind, the Superintendent, Principal, or supervisor designated by the Superintendent shall determine the nature of the absences and consider any extenuating circumstances.
- c. A written report of any attendance conference shall be prepared and retained with the teaching staff member's evaluations. The teaching staff member shall be permitted to examine the report and affix their comments, if any, to evaluation reports.

#### C. Record of Attendance

1. A record shall be kept of the attendance of all teaching staff members, including supervisors. Any absence, for part or all of a school day, shall be recorded with the reason for the absence. A

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Attendance

teaching staff member's attendance record shall be part of the teaching staff member's personnel file.

- 2. The record will distinguish sick leave; professional days; unpaid leaves of absences; personal leave; bereavement leave; and any other leaves taken by the teaching staff member. The teaching staff member's attendance record will include notation of verification of an absence where such verification is required by the Superintendent, Policy 1642.01, or any other law or Board policy.
- 3. A teaching staff member's rate of absence shall be calculated at least once per school year and entered on the teaching staff member's attendance record.
- 4. At the end of each school year, the Superintendent of Schools, Principals, and teaching staff members' supervisors designated by the Superintendent will review attendance records for teaching staff members.

#### D. Attendance Improvement Plan

- 1. The attendance record prepared for teaching staff members shall be analyzed for patterns of absence, such as excessive absenteeism in a given school or work place, among certain groups of employees, for certain specific causes, or on certain days of the week, month, or year.
- 2. Specific strategies for reducing the rate of absences shall be developed.
- 3. The Superintendent shall designate an administrator or supervisor to be responsible for implementing the approved plan for the improvement of teaching staff member attendance in the school district and in schools in the district.
- 4. The record of a conference(s) dealing with excessive absenteeism may serve as an element in the evaluation of any teaching staff member's performance.

#### E. In-Service Training

Teaching Staff Members R 3212/page 5 of 5 Attendance

- 1. The teaching staff member's Principal or supervisor designated by the Superintendent shall meet with teaching staff members at the beginning of each school year to:
  - a. Inform teaching staff members of Board policy and district regulations on attendance;
  - b. Familiarize employees with the procedures to be used in requesting, reporting, and verifying absences; and
  - c. Acquaint teaching staff members with the degree to which attendance will affect evaluation reports.

Issued:

#### R 4212 ATTENDANCE

#### A. Review of Attendance Data

- 1. A record shall be kept of the attendance of each support staff member, including secretarial staff; maintenance and custodial staff; food service staff; other support staff members, and staff members that supervise support staff members. Any absence, for part or all of a school day, shall be recorded along with the reason for the absence. The record will distinguish sick leave, professional days, unpaid leaves of absence, personal leave, bereavement leave, and any other leaves of absences taken by the support staff member. The support staff member's attendance record will include notation of verification of an absence where such verification is required by the Superintendent or by Policy and Regulation 1642.01. The support staff member's rate of absence shall be calculated at least once per school year and entered on the support staff member's attendance record. support staff member's attendance record shall be part of the support staff member's personnel file.
- 2. A cumulative attendance record shall be assembled for each department or classification of employees in the school district.
- 3. An attendance report shall be prepared from the cumulative attendance record. The attendance summary shall show the rate of absence for a department and/or classification of employee.

#### B. Attendance Reporting and Improvement Plan

#### 1. Planning

- a. Each absence of a support staff member shall be reported by the support staff member in accordance with the school district's procedure.
- b. The absence of a support staff member shall be provided to the support staff member's Principal or supervisor designated by the Superintendent, as appropriate, who shall determine if a substitute or replacement is required for the period of the absence.

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- c. A report of such absences shall also be provided to the Superintendent or designee.
- d. The supervisor designated by the Superintendent shall determine if an absence requires further verification. Reasons for further verification may include, but are not limited to, the following:
  - (1) A pattern of absences on the same day(s) of the week;
  - (2) A pattern of absences before or after nonworking days;
  - (3) The habitual exhaustion of personal leave.
- e. The Superintendent or designee will meet with the support staff member supervisors to discuss attendance records of support staff members. The attendance records shall be analyzed for patterns of absences, such as excessive absenteeism in a given department, school, or work place in the school district, among certain groups of support staff members, for certain specific causes, or on certain days of the week, month, or year. Specific strategies for reducing the rate of absences shall be developed.

### 2. Implementation

- a. The Superintendent or designee or the support staff member's supervisor designated by the Superintendent, shall be responsible for implementing a plan for the improvement of support staff member attendance.
- b. The support staff member's supervisor designated by the Superintendent shall encourage the regular attendance of the support staff members in their workplace, school, or department. The support staff member's supervisor designated by the Superintendent shall maintain contact with absent employees and may confer with support staff members who return from an absence of any duration.

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- c. The Superintendent shall direct support staff member supervisors to incorporate a support staff member's attendance record in the support staff member's evaluation.
- d. The support staff member's supervisor designated by the Superintendent shall report to the Superintendent or designee any support staff member whom the supervisor suspects of misusing sick leave or falsifying the reasons for an absence.

#### 3. Counseling

- a. The Superintendent or supervisor designated by the Superintendent may schedule a conference with a support staff member where the number and/or pattern of the support staff member's absences or the reasons offered for the support staff member's absences may indicate a concern.
- b. Prior to the giving of any admonition, reprimand, or imposition of discipline of any kind, the Superintendent or supervisor designated by the Superintendent shall determine the nature of the absences and consider any extenuating circumstances.
- c. A written report of any attendance conference shall be prepared and retained with the support staff member's evaluations. The support staff member shall be permitted to examine the report and affix their comments, if any, to evaluation reports.

#### C. Record of Attendance

- 1. A record shall be kept of the attendance of all support staff members, including supervisors. Any absence, for part or all of a school day, shall be recorded with the reason for the absence. A support staff member's attendance record shall be part of the employee's personnel file.
- 2. The record will distinguish sick leave; professional days; unpaid leaves of absences; personal leave; bereavement leave; and any

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other leaves taken by the support staff member. The support staff member's attendance record will include notation of verification of an absence where such verification is required by the Superintendent, Policy 1642.01, or any other law or Board policy.

- 3. A support staff member's rate of absence shall be calculated at least once per school year and entered on the support staff member's attendance record.
- 4. At the end of each school year, the Superintendent, School Business Administrator/Board Secretary, and support staff members' supervisors will review attendance records for support staff members.

#### D. Attendance Improvement Plan

- 1. The attendance record prepared for support staff members shall be analyzed for patterns of absence, such as excessive absenteeism in a given school or work place, among certain groups of employees, for certain specific causes, or on certain days of the week, month, or year.
- 2. Specific strategies for reducing the rate of absences shall be developed.
- 3. The Superintendent shall designate an administrator or supervisor to be responsible for implementing the approved plan for the improvement of support staff member attendance in the school district.
- 4. The record of a conference(s) dealing with excessive absenteeism may serve as an element in the evaluation of any support staff member's performance.

#### E. In-Service Training

1. The School Business Administrator/Board Secretary or supervisor designated by the Superintendent shall meet with support staff members at the beginning of each school year to:

Support Staff Members R 4212/page 5 of 5 Attendance

- a. Inform support staff members of Board policy and district regulations on attendance;
- b. Familiarize employees with the procedures to be used in requesting, reporting, and verifying absences;
- c. Acquaint support staff members with the degree to which attendance will affect evaluation reports.

Issued:

#### STUDENTS R 5116/page 1 of 11 EDUCATION OF HOMELESS CHILDREN AND YOUTHS

#### R 5116 EDUCATION OF HOMELESS CHILDREN AND YOUTHS

#### A. Definitions – N.J.A.C. 6A:17-1.2

- 1. "Best interest determination" means the school placement decision made by Division of Child Protection and Permanency (DCP&P) based on the factors considered, as set forth at N.J.S.A. 30:4C-26b.
- 2. "Career or technical education" or "CTE" means as defined in N.J.A.C. 6A:19-1.2.
- 3. "DCP&P" means the Division of Child Protection and Permanency, which is a division in the New Jersey Department of Children and Families (DCF) that is responsible for the placement of children in resource family care, pursuant to N.J.S.A. 30:4C-26b.
- 4. "Educational stability school district notification" means the notification provided by DCP&P to the school district, pursuant to N.J.S.A. 30:4C-26b.h.
- 5. "Enroll" or "enrollment" means attending classes and participating fully in school activities.
- 6. "Homeless child" means a child or youth who lacks a fixed, regular, and adequate residence, pursuant to N.J.S.A. 18A:7B-12, N.J.A.C. 6A:17-2.2, and B. below.
- 7. "Immediate" or "immediately" means at the instant the need for placement is made known.
- 8. "Parent" means the natural or adoptive parent, legal guardian, resource family care parent, surrogate parent, or person acting in the place of a parent, such as the person with whom the child legally resides or a person legally responsible for the child's welfare.
- 9. "Point of contact" means the employee identified in each school district who facilitates all activities needed to ensure enrollment and attendance of children in resource family care.

10. "Resource family care" means twenty-four-hour substitute care for children placed away from their parent(s) and for whom DCP&P

has placement and care responsibility. The term is synonymous with "foster care" as defined in the Federal Elementary and Secondary Education Act (ESEA), as reauthorized by the Every Student Succeeds Act (ESSA), and includes "resource family home" found elsewhere in the New Jersey Administrative Code and in the New Jersey Statutes Annotated.

- 11. "School district liaison for the education of homeless children and youths" means the person identified in each school district who facilitates all activities needed to ensure the enrollment and attendance of homeless children and youths.
- "School district of residence" for a homeless child or youth means 12. the school district in which the parent of a homeless child or youth resided prior to becoming homeless. It may not be the school district in which the student currently resides. This term is synonymous with "school district or origin" referenced in the McKinney-Vento Homeless Education Assistance Act. "School district of residence" for a student in a State facility means the school district in which the parent with whom the student lived prior to placement in a State facility currently resides, pursuant to N.J.S.A. 18A:7B-12.b. In the case of a child placed in resource family care prior to September 9, 2010, in accordance with N.J.S.A. 18A:7B-12, the "school district of residence" means the school district in which the resource family care parent(s) resides. In the case of a child placed in resource family care on or after September 9, 2010, in accordance with N.J.S.A. 18A:7B-12, the "school district of resident" means the present school district of residence of the parent(s) with whom the child lived prior to the most recent placement in resource family care.
- 13. "School of origin" for a child in resource family care means the school district in which a child was enrolled prior to a change in the child's care, custody, or guardianship. If a child's resource family care placement changes, the school or origin would then be considered the school district in which the child is enrolled at the time of the placement change.

#### STUDENTS R 5116/page 3 of 11 EDUCATION OF HOMELESS CHILDREN AND YOUTHS

- 14. "State agency" means the New Jersey Department of Human Services, the New Jersey Department of Correction, the New Jersey Department of Children and Families, or the New Jersey Juvenile Justice Commission.
- 15. "State facility" means residential and day programs operated by, contracted with, or specified by the New Jersey Department of Human Services, the New Jersey Department of Correction, the New Jersey Department of Children and Families, or the New Jersey Juvenile Justice Commission.
- 16. "Transitional living facility" means a temporary facility that provides housing to a child due to domestic violence, pursuant to N.J.S.A. 18A:7B-12.1.
- 17. "Unaccompanied youth" means a youth not in the physical custody of a parent at the time of enrollment.
- B. Determination of Homelessness N.J.A.C. 6A:17-2.2
  - 1. The Board of Education for the school district of residence shall determine that a child or youth is homeless for the purposes of N.J.A.C. 6A:17-2, Policy 5116, and this Regulation when the child or youth resides in any of the following:
    - A publicly or privately operated shelter designed to provide temporary living accommodations, including: hotels or motels; congregate shelters, including domestic violence and runaway shelters; transitional housing; and homes for adolescent mothers;
    - b. A public or private place not designated for or ordinarily used as a regular sleeping accommodation, including: cars or other vehicles including mobile homes; tents or other temporary shelters; parks; abandoned buildings; bus or train stations; or temporary shelters provided to migrant workers and their children on farm sites;
    - c. The residence of relatives or friends where the homeless child or youth resides out of necessity because their family lacks a regular or permanent residence of its own; or

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#### EDUCATION OF HOMELESS CHILDREN AND YOUTHS

- d. Substandard housing.
- C. Responsibilities of the School District of Residence N.J.A.C. 6A:17-2.3
  - 1. The school district of residence for a homeless child or youth shall be responsible for the education of the child and shall:
    - a. Determine the school district in which the child shall be enrolled after consulting with the parent pursuant to N.J.A.C. 6A:17-2.5 and E. below;
    - b. Pay the cost of tuition pursuant to N.J.S.A. 18A:38-19, when the child attends school in another school district; and
    - c. Provide for transportation for the child pursuant to N.J.A.C. 6A:27-6.2.
  - 2. The determination of the homeless child's or youth's school district of residence shall be made by the Superintendent of the school district of residence or designee, pursuant to N.J.A.C. 6A:17-2.4 and D. below based upon information received from the parent, a shelter provider, another school district, or an involved agency.
  - 3. The school district identified in accordance with N.J.S.A. 18A:7B-12 as the school district of residence for a homeless child or youth shall be the school district of residence until the parent establishes a permanent residence. Financial responsibility will remain with the homeless child's school district of residence until the family is deemed domiciled in another jurisdiction, pursuant to N.J.S.A. 18A:38-1.d.
- CI. Designation of School District Liaisons and Their Responsibilities N.J.A.C. 6A:17-2.4
  - 1. The Superintendent identifies the Director of Student Personnel Services as the school district liaison for the education of homeless children or youths. The school district liaison shall:

#### EDUCATION OF HOMELESS CHILDREN AND YOUTHS

- a. Facilitate communication and cooperation between the school district of residence and the school district where the homeless child or youth resides;
- b. Develop procedures to ensure a homeless child or youth residing in the school district is enrolled and attending school pursuant to N.J.A.C. 6A:17-2.5 and E. below;
- c. Ensure homeless families, children, and youths receive educational services for which they are eligible, including Head Start programs, preschool programs administered by the Board, and referrals to health care, dental, mental health, and other appropriate services;
- d. Inform parents of homeless children and youths of the educational and related opportunities available to their children and ensure that parents are provided with meaningful opportunities to participate in the education of their children;
- e. Ensure that public notice of the educational rights of homeless children and youths is disseminated where such children receive services, such as schools, family shelters, and soup kitchens;
- f. Ensure enrollment disputes are resolved pursuant to N.J.A.C. 6A:17-2.7 and G. below;
- g. Ensure the parent of a homeless child or youth, or any unaccompanied youth, is fully informed of all transportation services, including transportation to the school district of residence, and is assisted in accessing transportation to the school selected under N.J.A.C. 6A:17-2.5 and E. below;
- h. Assist the parent to obtain the homeless child's or youth's medical records or required immunizations; and
- i. Assist an unaccompanied youth to ensure the youth is enrolled in, and is receiving, all services pursuant to N.J.A.C. 6A:17, Policy 5116, and this Regulation.

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- 2. When a homeless child or youth resides in a school district, the school district liaison shall notify the liaison of the school district off residence within twenty-four hours of receiving notification from the parent, a shelter director, or an involved agency.
- 3. Upon notification of the need for enrollment of a homeless child or youth, the liaison in the school district of residence shall coordinate enrollment procedures immediately based upon the best interest of the child, pursuant to N.J.A.C. 6A:17-2.5(b) and E.2. below.

#### E. School District Enrollment – N.J.A.C. 6A:17-2.5

- 1. The Superintendent of the school district of residence or designee shall decide in which school district the homeless child or youth shall be enrolled as follows:
  - a. Enroll the homeless child or youth in the school district of residence to the extent feasible, except when doing so is contrary to the wishes of the homeless child's or youth's parent;
  - b. Continue the homeless child's or youth's education in the school district of last attendance if it is not the school district of residence; or
  - c. Enroll the homeless child in the school district where the child resides.
- 2. The Superintendent of the school district of residence or designee shall decide the school district of enrollment of a homeless child or youth based on what is determined to be in the best interest of the child or youth after considering:
  - a. The enrollment of the homeless child or youth in the school district of residence to the extent feasible, except when doing so is contrary to the wishes of the child's or youth's parent.
  - b. The continuity of the child's educational program;

#### EDUCATION OF HOMELESS CHILDREN AND YOUTHS

- c. The eligibility of the child for special instructional programs, including, but not limited to, bilingual, gifted and talented, special education, early childhood, and career and technical education programs; and
- d. The distance, travel time, and safety factors in coordinating transportation services from the residence to the school.
- 3. The Superintendent of the school district of residence or designee shall determine the child's or youth's school district of enrollment immediately after consultation with the parent. The school district of residence shall adhere to the following procedures:
  - a. Enrollment decisions shall be made immediately upon notification of the need for enrollment. When the decision is made, the child or youth shall be enrolled immediately. If a dispute arises regarding enrollment of a homeless child or youth, the homeless child or youth shall be immediately enrolled in the school district in which enrollment is sought by the parent, pending resolution of the dispute pursuant to N.J.A.C. 6A:17-2.7 and G. below.
  - b. Consultation with the parent regarding the enrollment decision and the right to appeal the decision shall be documented in writing.
  - c. A decision to enroll a homeless child or youth in a school district other than the school district of residence or the school district requested by the parent shall be explained in writing and provided to the parent.
- 4. When a decision is made to enroll the child or youth in a school district other than the school district of residence, the Superintendent or designee of the school district of residence shall forward to the new school district all relevant school and health records consistent with the provisions of N.J.A.C. 6A:32-7.
- 5. When a homeless child or youth with a disability is enrolled in a school district other than the school district of residence, the school district of enrollment shall treat the student as a transfer student pursuant to N.J.A.C. 6A:14, Special Education.

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- 6. When the school district of residence for a homeless child or youth cannot be determined, the Superintendent or designee of the school district in which the child or youth currently resides shall enroll the child or youth immediately in the school district of the current residence or the school district of last attendance.
- 7. The school district selected pursuant to N.J.A.C. 6A:17-2, Policy 5116, and this Regulation shall immediately enroll the homeless child or youth, even if the child or youth is unable to produce records normally required for enrollment such as previous academic records, medical records, proof of residency, or other documentation.
- 8. Enrollment in the school district of residence; enrollment in the school district of last attendance, if not the school district of residence; or enrollment in the school district where the child or youth resides shall continue for the duration of homelessness, including when a family becomes homeless between academic years, and also for the remainder of the academic year if the homeless child or youth becomes permanently housed during the academic year.

#### F. Parental Rights – N.J.A.C. 6A:17-2.6

1. Unless parental rights have been terminated by a court of competent jurisdiction, the parent retains all rights under N.J.A.C. 6A:17-2, Policy 5116, and this Regulation.

#### G. Disputes and Appeals – N.J.A.C. 6A:17-2.7

1. When a dispute occurs regarding the determination of homelessness or the determination of the school district of enrollment made by the school district of residence, the Superintendent(s) or designee(s) of the involved school district(s) or the child's or youth's parent(s) shall immediately notify the Executive County Superintendent. In consultation with the New Jersey Department of Education's (NJDOE) McKinney-Vento Homeless Education Coordinator or the Coordinator's designee, the Executive County Superintendent shall immediately decide the child's or youth's status. If a dispute remains between the parent and the involved school district(s) following the Executive County Superintendent's determination, the parent or the involved district Board(s) of Education

#### STUDENTS R 5116/page 9 of 11 EDUCATION OF HOMELESS CHILDREN AND YOUTHS

may appeal to the Commissioner of Education for a determination pursuant to N.J.A.C. 6A:3, Controversies and Disputes.

- 2. When a school district designated as the school district of residence disputes its designation as the school district of residence, or where no designation can be agreed upon by the involved school districts, the Superintendent(s) or designee(s) of the involved school districts shall immediately notify the Executive County Superintendent. The Executive County Superintendent shall make a determination immediately, if possible, but no later than within forty-eight hours and, when necessary, in consultation with the NJDOE's Homeless Education Coordinator, or the Coordinator's designee.
  - a. If the dispute regarding determination of the school district of residence does not involve the determination of homelessness and/or school district of enrollment, the school district disputing the Executive County Superintendent's determination may appeal to the NJDOE pursuant to N.J.A.C. 6A:23A-19.2(d), (e), and (f), and request a determination from the Division of Finance.
  - b. If an appeal of a determination of the school district of residence also includes an appeal of the determination of homelessness and/or school district of enrollment, the appeal shall be submitted to the Commissioner pursuant to N.J.A.C. 6A:3, Controversies and Disputes.
- 3. Any dispute or appeal shall not delay the homeless child's or youth's immediate enrollment or continued enrollment in the school district. The homeless child or youth shall be enrolled in the school district in which enrollment or continued enrollment is sought by the parent, pending resolution of the dispute or appeal.
- 4. Disputes and appeals involving the services provided to a homeless child or youth with a disability shall be made pursuant to N.J.A.C. 6A:14.
- H. Tuition N.J.A.C. 6A:17-2.8

#### STUDENTS R 5116/page 10 of 11 EDUCATION OF HOMELESS CHILDREN AND YOUTHS

- 1. When the homeless child or youth is enrolled in a school district other than the school district of residence, the school district of residence shall pay to the school district of enrollment the tuition costs pursuant to N.J.S.A. 18A:38-19 until the parent establishes a permanent residence or is deemed domiciled in another jurisdiction pursuant to N.J.S.A. 18A:38-1.d. At that time, the school district of residence or the school district in which the parent has been deemed domiciled shall pay tuition to the school district of enrollment.
- 2. The school district of residence shall list the child on its annual Application for State School Aid (ASSA) pursuant to N.J.S.A. 18A:7F-33 until the parent establishes a permanent residence or is deemed domiciled in another jurisdiction pursuant to N.J.S.A. 18A:38-1.d. At that time, the school district of residence or the school district in which the parent has been deemed domiciled shall list the student on its ASSA.
- 3. The State shall assume fiscal responsibility for the tuition of the child or youth pursuant to N.J.S.A. 18A:7B-12.1 and shall pay the tuition to the school district in which the child or youth is currently enrolled until the parent establishes a permanent residence or is deemed domiciled in another jurisdiction pursuant to N.J.S.A. 18A:38-1.d., under the following circumstances:
  - a. If the school district of residence cannot be determined for the homeless child or youth;
  - b. If the school district of residence is outside of the State; or
  - c. If a child or youth resides in a domestic violence shelter, homeless shelter, or transitional living facility located in a school district other than the school district of residence for more than a year during the placement pursuant to N.J.S.A. 18A:7B-12.d. and 12.1.
- 4. When the State assumes fiscal responsibility for the tuition of a homeless child or youth under the circumstances at N.J.A.C. 6A:17-2.8(c) and H.3. above, the State shall pay to the school district in which the child or youth is enrolled the weighted base

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per pupil amount calculated pursuant to N.J.S.A. 18A:7F-49 and the appropriate security and special education categorical aids per pupil pursuant to N.J.S.A. 18A:7F-55 and 56.

Issued:		

## APPENDIX

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#### **ADDENDUM**

This is an Addendum to the Agreement between the **Glen Rock Public Schools** (hereinafter referred to as "LEA" for Local Education Agency) and **ESS Support Services, LLC** (the "Company") for the services of Substitute Teachers and Staff:

The parties hereby agree to modify the Agreement as follows:

1. Effective November 8, 2023 the following positions and rates are added in Exhibit A:

Position	Pay Rate	Bill Rate	Rule
Full Day Paraprofessional - Self Contained - Discretionary (8:10am - 3:00pm)	\$153.75	\$201.26	Paraprofessionals (Employees) who are assigned to a "Self Contained" classroom, via the discretion and approval of Glen Rock Public Schools.
Half Day Paraprofessional - Self Contained – Discretionary (8:10am - 3:00pm)	\$82.50	\$107.99	Paraprofessionals (Employees) who are assigned to a "Self Contained" classroom, via the discretion and approval of Glen Rock Public Schools.

2. All other provisions of the Agreement shall remain in full force and effect during the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

#### **Glen Rock Public Schools**

By
Signature
8
Name and Title
Date
ESS Support Services, LLC
<b>**</b>
By
W. Andrew Hall, Executive V.P.
Data

## APPENDIX

E

#### Glen Rock School District

Budget Journal By Reference

FJATV07A

13,000.00 13,000.00 13,000.00 323.88 323.88 3,000.00 3,000.00 3,323.88
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Report Date 11/08/23 11:35 AM

4-11-000-261-420-40-20-750

4-11-000-261-610-40-20-741

#### Glen Rock School District

Page No 2

13,000.00

6,000.00

			Budget Journal By Refer	rence	FJ	ATV07A
Batch No. Ref No.	Date	Period	Description		Debit	Credit
Account No/Description	on					
			Total Batch No.	000303	25,000.00	25,000.00
000305 4186	10/17/23	04	Local Grant Budget Setup			
4-20-1000-212-20			Blackbaud Giving Fund		100.00	
4-20-212-100-610-20-0	00-000		Blackbaud Giving Fund-Su	pplies/Mater		100.00
			Total Reference No.	4186	100.00	100.00
			Total Batch No.	000305	100.00	100.00
000312 4187	10/18/23	04	October Trasnfers			
4-11-190-100-610-12-0	3-240		Cole Teacher Supplies			172.26
4-11-214-100-610-12-0	01-000		Autistic Pre-K Coleman S	upplies	172.26	
000312 4188	10/18/23	04	Total Reference No. October Trasnfers	4187	172.26	172.26
4-11-000-240-610-12-4	14-250		Coleman Office Supplies		1,186.64	
4-11-190-100-610-12-0	03-240		Cole Teacher Supplies			1,186.64
000312 4189	10/18/23	04	Total Reference No. October Trasnfers	4188	1,186.64	1,186.64
4-11-190-100-610-12-0	03-240		Cole Teacher Supplies			1,012.12
4-11-214-100-610-12-0	02-000		Autistic 3-5 Coleman Sup	plies	1,012.12	
			Total Reference No.	4189	1,012.12	1,012.12
000312 4190	10/18/23	04	October Trasnfers			
4-11-190-100-610-12-0			Cole Art Supplies		999.63	
4-11-190-100-610-12-0	03-240		Cole Teacher Supplies			999.63
000312 4191	10/18/23	04	Total Reference No. October Trasnfers	4190	999.63	999.63
4-11-190-100-610-12-0	03-240		Cole Teacher Supplies			193.77
4-11-230-100-610-12-4	18-240		Cole Reading Supplies		193.77	
000312 4192	10/18/23	04	Total Reference No. October Trasnfers	4191	193.77	193.77
4-11-190-100-610-12-0	03-240		Cole Teacher Supplies			290.26
4-11-213-100-610-12-4	19-240		Coleman Res Ctr Supplies		290.26	
			Total Reference No.	4192	290.26	290.26
			Total Batch No.	000312	3,854.68	3,854.68
000316 4184	10/16/23	04	OCtober Xfers			
4-11-190-100-610-21-1			Ms Phys. Ed. Supplies		500.00	
4-11-190-100-610-21-1	.2-730		Phys Ed/Health Equipment			500.00
000316 4194	10/19/23	04	Total Reference No. adding money to Nurse supply	4184 Y	500.00	500.00
4-11-000-213-610-11-4	14-420		Central Health Supplies			90.89
4-11-190-100-610-11-0	3-240		Cent Teacher Supplies		90.89	
000316 4195	10/19/23	04	Total Reference No. OCtober Xfers	4194	90.89	90.89
4-11-000-261-420-40-1	_2-750		Coleman Admin Contracted	Svcs.	3,000.00	
l					•	

HS/MS Admin Contracted Svcs.

HS/MS Admin Bldg Supplies

#### Glen Rock School District

Budget Journal By Reference

FJATV07A

				Budget Journal by Refere	ence	FO.	AIVO/A
Batch No.	Ref No.	Date	Period	Description		Debit	Credit
Account	No/Description	<u>n</u>					
000316	4195	10/19/23	04	OCtober Xfers			
4-11-000	-263-420-40-32	2-720		SW Grounds Contracted Svc	s.	4,000.00	
				Total Reference No.	4195	13,000.00	13,000.00
	4196	10/19/23	04	OCtober Xfers			
	-223-390-31-33			C&I New Prog Inservice			25,000.00
4-11-190	-100-640-31-33	3-220		C&I New Prog Textbooks		25,000.00	
				Total Reference No.	4196	25,000.00	25,000.00
				Total Batch No.	000316	38,590.89	38,590.89
000317	4207	10/26/23	04	1701RA			
4-12-000	-261-730-40-40	0-000		Maintenance Vehicle			35,852.50
				Total Reference No.	4207	.00	35,852.50
				Total Batch No.	000317	.00	35,852.50
000327	4198	10/24/23	04	Oct Transfers			
4-11-000	-261-420-40-20	1-750		HS/MS Admin Contracted Svo	cs.		5,000.00
4-11-000	-261-610-40-20	741		HS/MS Admin Bldg Supplies		5,000.00	
				Total Reference No.	4198	5,000.00	5,000.00
000327	4200	10/25/23	04	Oct Transfers			
	-261-420-40-32			DW Admin. Contracted Serv	ices		3,000.00
4-11-000	-262-420-40-32	2-722		SW Contracted Services		3,000.00	
000327	4201	10/25/23	04	Total Reference No. Oct Transfers	4200	3,000.00	3,000.00
4-11-000	-261-420-40-32	-722		DW Admin. Contracted Serv	ices		3,000.00
4-11-000	-262-420-40-32	-722		SW Contracted Services		3,000.00	
				Total Reference No.	4201	3,000.00	3,000.00
000327	4202	10/26/23	04	Oct Transfers			
	-100-890-20-11			Hs Music Memberships			130.00
4-11-401	-100-890-20-31	001		Co-Curricular Miscellaneo		130.00	
000327	4205	10/27/23	04	Total Reference No. Oct Transfers	4202	130.00	130.00
			04		Crraa		E 000 00
	-261-420-40-11 -261-420-40-13			Central Admin Contracted : Hamilton Admin Contracted		5,000.00	5,000.00
				Total Reference No.	4205	5,000.00	5,000.00
				Total Batch No.	000327	16,130.00	16,130.00
000346	4210	10/31/23	04	192/193 Funding Adjustments			
4-20-323	2-502-00			Np- Comp. Ed.		9,890.00	
4-20-323	3-503-00			Np Esl		2,747.00	
4-20-323	6-506-00			Np- Supp. Instr.		4,130.00	
4-20-323	8-508-00			Np- Corrective Speech		5,580.00	
	-200-320-00-00			Non-Pub Comp. Ed.			9,890.00
	-200-320-00-00			Non-Public Esl			2,747.00
	-200-320-00-00 -100-300-00-00			N/P Supp Instruction Np Corrective Speech			4,130.00 5,580.00
1-20-500	±00 300-00-00			Total Reference No.	4210	22,347.00	
				iotal Reference NO.	421U	22,347.00	22,347.00

#### Glen Rock School District

#### Budget Journal By Reference

FJATV07A

			Budget Journal By Referen	ice	FU	AIVU/A
Batch No. Ref No.	Date	Period	Description		Debit	Credit
Account No/Description						
			Total Batch No.	000346	22,347.00	22,347.00
000351 4211	10/31/23	04	October Appropriation Adjustme	ent		
4-11-000-213-110-10-44-	-413		Byrd Nurse Summer Salary		900.00	
4-11-000-213-110-11-44-			Central Nurse Summer Salary	7	180.00	
4-11-000-213-110-20-44-			HS Nurse Summer Salary		100.00	1,080.00
4-11-000-218-104-20-23-			Guidance Summer Salaries		150.00	_,
4-11-000-218-104-20-23-			Guidance Salary			150.00
4-11-000-219-110-30-16-			Cst Summer Salary		30,078.05	
4-11-000-221-102-32-01-	-213		Supervisor of English Salar	Ϋ́	.01	
4-11-000-221-102-32-02-	-213		Supervisor of IT/Media Cntr	_		.01
4-11-000-221-102-32-05-			Supervisor of Special Ed Sa	-		1,535.00
4-11-000-230-100-05-00-	-213		PR/Communications Salary	•		26,313.69
4-11-000-230-332-05-40-	-121		Audit Fees		10,000.00	·
4-11-000-230-334-05-40-	-000		Architectural/Engineering S	Services		19,800.00
4-11-000-230-339-05-40-	-123		Negotiation Fees			43.75
4-11-000-230-339-05-40-			Board Consulting Svcs		43.75	
4-11-000-230-580-05-00-	-000		Supt Travel Expenses		2,295.50	
4-11-000-230-580-31-00-	-001		Assistant Superintendent's	Travel Ex	1,003.79	
4-11-000-230-585-05-40-	-132		Board Travel Expenses			2,295.50
4-11-000-230-890-05-40-			Board Meeting Miscellaneous	s Expenses	833.00	
4-11-000-230-890-32-00-	-000		DW Employee Wellness	-		790.80
4-11-000-240-104-32-05-	-213		Supervisor of Special Ed Sa	alary		2,229.36
4-11-000-251-580-05-00-	-000		BA & Staff Travel Expenses	-		378.50
4-11-000-252-100-35-19-	-213		Tech Department Salaries		63.59	
4-11-000-252-110-35-19-	-000		Board Meeting Video Salarie	es		63.59
4-11-000-252-580-35-00-	-000		Tech- Travel Expenses			345.29
4-11-000-261-105-32-19-	-213		B&G Administrative Assistar	nt Salary	28,667.26	
4-11-000-261-420-40-13-	-000		Hamilton Fire-Contracted Se	ervices		28,155.00
4-11-000-261-610-40-13-	-000		Hamilton Fire-Supplies & Ma	aterials		512.36
4-11-000-262-107-13-44-	-216		Hamilton Lunch Aide Salarie	es	9,777.90	
4-11-000-262-890-40-32-	-260		SW In-Service Training		900.00	
4-11-000-262-890-40-32-	-660		SW Operations Misc. Expense	es		900.00
4-11-000-266-890-32-00-	-001		DW Security Travel/Workshop	os		300.00
4-11-120-100-101-12-03-	-213		Cole Elem Salary		48,794.75	
4-11-120-100-101-12-12-	-213		Cole Phys. Ed. Salary			48,794.75
4-11-140-100-101-20-12-	-213		Hs Phys. Ed. Salary			7,686.44
4-11-140-100-101-20-14-	-213		Hs Science Salary		7,686.44	
4-11-190-100-610-21-12-	-240		Ms Phys. Ed. Supplies			500.00
4-11-190-100-610-21-12-	-730		Phys Ed/Health Equipment		500.00	
4-11-190-100-640-31-33-	-220		C&I New Prog Textbooks		24.75	
4-11-190-100-640-32-00-	-000		Elementary Miscellaneous Te	extbooks		24.75
4-11-204-100-101-30-47-	-210		LLD ESY Teacher Salaries		697.98	
4-11-213-100-101-21-49-	-213		Ms Res Cent Salary			697.98
4-11-230-100-101-11-48-	-213		Cent Reading Salary			.02
4-11-230-100-101-12-48-	-213		Cole Reading Salary			.02
4-11-230-100-101-13-48-	-213		Hamilton Reading Salary		.04	
			Total Reference No.	4211	142,596.81	142,596.81
			Total Batch No.	000351	142,596.81	142,596.81
				-	,	,

Report Date 11/08/23 11:35 AM

#### Glen Rock School District

Budget Journal By Reference

Page No 5

284,195.76

430,571.57

FJATV07A

				Budget Journal By Refer	ence	F	JAIVU/A
Batch No.	Ref No.	Date	Period	Description		Debit	Credit
Account	No/Description	1					
					000351	142,596.81	142,596.81
000352	4212	10/31/23	04	October Appropriation Adjust	ment		
4-30-000	0-400-339-58-00	-001		Geotechnical Consultant			196.50
4-30-000-400-339-58-00-002			Enviornmental/Testing Consulant		196.50		
				Total Reference No.	4212	196.50	196.50
				Total Batch No.	000352	196.50	196.50
000355	4213	10/31/23	04	1701RA			
4-65-430	0-270-734-32-32	-000		Special Education School	Bus		110,523.31
				Total Reference No.	4213	.00	110,523.31
				Total Batch No.	000355	.00	110,523.31

Grand Total

# APPENDIX

F



JAMES G. MOTTOLA
VICE PRESIDENT DATA PRIVACY, INVESTIGATIONS & SECURITY
DIRECT DIAL NO.: 973-889-4277
E-MAIL ADDRESS: JMOTTOLA@PORZIOCS.COM

October 2, 2023

Glen Rock School District 620 Harrison Rd. Glen Rock, NJ 07452

Re: Security Consulting- Security Assessment

Thank you for allowing Porzio Compliance Services LLC ("PorzioCS") the opportunity to provide you with non-legal consulting services. We look forward to providing you with these services.

#### Scope of Services

You have requested that PorzioCS provide security consulting services, specifically, a comprehensive security assessment of Glen Rock School District to include six school buildings.

The Comprehensive School Safety and Security Assessment includes the following:

- Complete on-site physical security assessment of all buildings and grounds
- Review of access control, visitor management, existing security operations and technology, staff training, and security staffing
- Safety and security policy and procedure review
- Emergency preparedness/safety and security plan compliance review and compliance status report. (NJDOE Compliance)
- Interviews with key internal and external stakeholders
- Assessment report with findings and recommendations
- Presentation of findings at School Board/Committee Meeting (Optional)

PorzioCS does not engage in the practice of law. PorzioCS will not be rendering any legal advice as part of its services.

#### Personnel

We will staff this project with a team of experienced personnel. Your primary contact at PorzioCS will be Kevin M. Craig, Assistant Vice President, Safety, Security & Investigations.



#### **Fees and Expenses**

PorzioCS will provide these services for fixed fee of \$6,500. If you desire work that falls outside the scope referenced in this letter, PorzioCS will advise you of that fact. Before commencing any additional work, the parties will negotiate either a fixed or hourly fee agreement.

#### **Representations and Warranties**

PorzioCS represents and warrants that: (a) all services shall be performed with professional diligence and skill, (b) PorzioCS shall render Services using personnel who have the appropriate background and necessary knowledge, training, skills, experience, and qualifications to provide and perform the Services in accordance with this Agreement, (c) all work performed hereunder will be in compliance with applicable law, (d) none of the services provided under this Agreement will infringe the intellectual property or other rights of a third party, (e) it is properly licensed, qualified, equipped, organized, and financed to perform the services, and that its performance of the services and compliance with this Agreement do not breach or conflict with any other agreement, whether written or oral, entered into by it, and (f) the person signing this Agreement on behalf of PorzioCS has the power and authority to execute this Agreement.

#### <u>Indemnity</u>

Each party shall indemnify, defend, and hold harmless the other party and its affiliates, members, officers, directors, and employees from and against any and all claims, losses, actions, damages, costs, expenses, and other liabilities, including attorneys' fees and expenses, arising out of or resulting from breach of this Agreement or from negligent or wrongful acts or omissions of the party or its agents or employees, including any such claim, loss, action, damage, expense, or other liability attributable to breach of contract or similar claims, or personal injury or damage to property. The obligations of each party assumed in this paragraph shall survive termination of this Agreement.

#### Disclaimer

Notwithstanding the Representations and Warranties and Indemnity described above in the immediately preceding paragraphs, any data gathered by PorzioCS through the Open Source Intelligence Investigations described in this Agreement is derived from research data from various websites, and PorzioCS makes no representations, warranties, or claims of responsibility for the accuracy or completeness of any Open Source Intelligence Investigations data gathered pursuant to this Agreement. Certain data may be based in factual material gathered by PorzioCS in good faith from third party sources which may not have been independently verified. While this data has been prepared in good faith, no representation or warranty, express or implied, is or will be made and no responsibility or liability is or will be accepted by PorzioCS or any of PorzioCS's officers, employees, agents, or partners in relation to the accuracy of completeness of this data, and any such liability is expressly disclaimed. Due to the vacillating nature of internet verification for any item, there is no guarantee such data will be available at any point. PorzioCS accepts no liability in contract or tort for negligence or any direct or consequential loss arising out of this information or its contents or of the recipient



relying on any such information. The information or opinions expressed by PorzioCS do not purport to be a complete description due to this fluctuation of the available information on the internet.

In addition, Google results based on the trustworthiness of the website's content and the ranking cause sites to rank, disappear, and then rank again. Google works with external Quality Raters to measure the quality of search results on an ongoing basis. Quality Raters assess the efficacy of search results based upon an analysis of individuals' queries and the resulting information provided based on the content's expertise, authoritativeness, and trustworthiness. Google's ranking algorithm is static and dynamic, creating fluctuations in search results. In addition, the results based on the monthly searches create a mechanism for Google to display only some listings.

#### **Notices**

All notices required or permitted to be given hereunder shall be deemed duly given if in writing and either sent by e-mail, facsimile transmission, or hand delivered or deposited with an express courier service prepaid, addressed to the client or PorzioCS, as the case may be, at the address set forth below, or to such other address as the Parties may direct by notice as herein provided.

#### **Choice of Law**

This Agreement shall be governed by New Jersey law without regard to its choice of law provisions, and the Parties consent to the jurisdiction of the federal and state courts located in New Jersey to resolve any disputes.

#### **Entire Agreement**

This Agreement constitutes the entire understanding of the Parties hereto with respect to its subject matter, and it supersedes and replaces all prior contracts, agreements, and understandings relating to the same subject matter, whether written or oral. No waiver, consent, change, or modification of this Agreement shall be binding, unless in writing and signed by duly authorized representatives of the Parties.

#### **Counterparts**

This Agreement may be executed in counterparts, and each counterpart shall be considered an original. One counterpart shall be delivered to each of the parties hereto. Signature pages may be delivered by email or facsimile.

#### Confidentiality

(a) "Confidential Information" means any non-public information and materials, whether in tangible or intangible form, of a confidential, secret, or proprietary nature, disclosed or provided by either party to the other party, whether or not identified or marked as "confidential."



- (b) Confidential Information disclosed pursuant to this Agreement: (i) is to be used for the purpose of this Agreement and for no other reason; (ii) shall not be copied, reproduced, distributed, disclosed, summarized, or disseminated in any way or form by either party except as may be necessary for its performance of this Agreement; (iii) shall be treated by a party with the same degree of care to avoid disclosure to any third party as is used with respect to that party's own Confidential Information of like importance and in no event with less than a reasonable degree of care; and (iv) shall remain the property of, and be returned to, the disclosing Party upon its written request or upon termination of this Agreement.
- (c) "Confidential Information" will not include any information which the receiving party can show by written evidence: (i) was publicly known and generally available in the public domain prior to the time of disclosure to it; or (ii) becomes publicly known and generally available after disclosure other than through breach of this Agreement Notwithstanding anything in this Agreement to the contrary, a party will be permitted to disclose

Confidential Information to the extent such disclosure is required by applicable law, provided it gives the other party prompt written notice thereof.

#### **Works Made for Hire**

Each party agrees that, unless otherwise agreed in writing by the parties, all materials created pursuant to this Agreement are "works made for hire" under the copyright laws of the United States.

#### Assignment and Subcontracting

Except as may be expressly permitted under this Agreement, PorzioCS shall not assign any right or interest under this Agreement or delegate or subcontract any work or other obligation to be performed or owed under this Agreement without the prior written consent of the client.

#### **Limitation of Liability**

Neither party shall be liable to the other for consequential, exemplary, incidental, or indirect damages, or for attorneys' fees.

#### <u>Arbitration</u>

Any disputes between the parties to this Agreement shall be resolved by binding arbitration to be held in Morris County NJ under the auspices of the American Arbitration Association by one arbitrator to be agreed upon by the parties or, in the absence of such agreement, chosen by the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

If you have questions about the contents of this letter, please contact me. If you agree with the foregoing, please sign and return a copy of this letter. Again, we appreciate your engaging PorzioCS to serve you and look forward to providing you with the best in quality services.



Very truly yours,

James G. Mottola, Vice President

Accept	ed and agreed:
	Authorized Representative
	Signature: