



## **LIVINGSTON BOARD OF EDUCATION VOTING MEETING AGENDA**

Wednesday, July 14, 2021

Executive Session - Virtual Meeting via Zoom - 6:30 p.m.

Public Session - Virtual Meeting Via Zoom and Facebook Live – 7:00 p.m.

*This is a public meeting of the Board of Education. The Livingston Board of Education will be video recording and posting its open public meetings on the district website. The Board reserves the right to edit the videotape prior to posting to protect the privacy of students and staff.*

*The Board's Bylaw #0168 allows videotaping and livestreaming of public meetings with prior approval from the Board Secretary. Any member of the public may record the proceedings of a public meeting of the Board in a manner that does not interrupt the proceedings, inhibit the conduct of the meeting, distract Board members or other observers present at the meeting, or violate the privacy of students and staff. The Board will permit the use of tape recorder(s), video camera(s) or live streaming only when notice of such intended use has been given to the Board Secretary five days in advance of the meeting. Any camera(s) must be operated in an inconspicuous location in the meeting room. The Board reserves the right to request a copy of the tape. The presiding officer shall determine when any recording device interferes with the conduct of a Board meeting and may order that an interfering device be removed.*

***While the Board of Education discourages the videotaping/livestreaming of students without written parental consent, public meetings are not subject to the same restrictions as other school events. Please be aware that you and your children may be videotaped or livestreamed as a result of your participation at this meeting.***

*In accordance with Policy #9131, the Livingston Board of Education members, district administration, and staff will treat students, parents/guardians and other members of the public with respect and expect the same consideration in return. The district is committed to maintaining orderly educational and administrative processes in keeping schools and administrative offices free from disruptions and preventing unauthorized persons from entering school/district grounds.*

### **I. OPEN SESSION**

#### **A. Call to Order – Ms. Samantha Messer, President**

#### **B. Reading of Meeting Notice**

Adequate notice of this meeting has been provided by amendment to notice approved at the Board's reorganization meeting on January 4, 2021 and posted at the Board of Education office and communicated to *The Star Ledger*, *West Essex Tribune*, *TAPinto Livingston* and the Livingston Township Clerk.

#### **C. Executive Session**

**Whereas**, the Open Public Meetings Act, N.J.S.A. 10:4-11, permits the Board of Education to meet in closed session to discuss certain matters; now, therefore be it

**Resolved**, that the Livingston Board of Education adjourns to closed session to discuss:

- Legal Update and Personnel

Action may be taken upon return to public session. The full length of the meeting is anticipated to be approximately 30 minutes and be it

**Further Resolved**, the minutes of this closed session be made public when the need for confidentiality no longer exists.

#### **D. Pledge of Allegiance / Roll Call**

#### **E. Superintendent's Report**

#### **F. Board Reports**

1. Board Size

#### **G. Approval of Minutes**

The Superintendent recommends the following:

1. Workshop/Voting Meeting Minutes of June 14, 2021
2. Public Portion of Executive Session Minutes of June 15, 2021
3. Voting Meeting Minutes of June 21, 2021
4. Public Portion of Executive Session Minutes of June 28, 2021

### **ROLL CALL VOTE**

#### **H. Public Input on Agenda Items ~ up to 15 minutes**

An excerpt from Policy #0167 adopted on January 10, 2011 and reviewed on March 4, 2013 states that The Board of Education recognizes the value of public comment on educational issues and the importance of allowing members of the public to express themselves on school matters of community interest.

Public participation shall be governed by the following rules:

1. A participant must be recognized by the presiding officer and must preface comments by an announcement of his/her name, place of residence, and group affiliation, if appropriate;
2. Each statement made by a participant shall be limited to three minutes' duration;
3. No participant may speak more than once on the same topic until all others who wish to speak on that topic have been heard;
4. All statements shall be directed to the presiding officer; no participant may address or question Board members individually.

The portion of the meeting during which the participation of the public is invited shall be limited to fifteen minutes, or at the discretion of the presiding officer.

## **II. RECOMMENDATIONS FOR APPROVAL**

### **1. PROGRAM/CURRICULUM**

The Superintendent recommends the following:

#### **1.1 Student Teachers**

**Resolved**, that the Livingston Board of Education approves the student teachers as shown on **Attachment A**.

### **ROLL CALL VOTE**

## **2. STUDENT SERVICES**

The Superintendent recommends the following:

### **2.1 Out of District Placements**

**Resolved**, that the Livingston Board of Education approves placement for the academic year 2021-2022 for thirty-five (35) Livingston students with disabilities and for Extended School Year 2021 (Summer Programs) for twenty-eight (28) Livingston students with disabilities, as classified and recommended by the Child Study Team, in facilities with tuition costs to be determined within the limits established by the New Jersey Board of Education as shown on **Attachment B**.

## **ROLL CALL VOTE**

## **3. BUSINESS**

The Superintendent recommends the following:

### **3.1 Payment of Bills**

**Whereas**, the Board Secretary has audited certain vendor claims as required by N.J.S.A. 18A:19-2 and Board Policy 6470 and presented them to the Livingston Board of Education with the recommendation they be paid, now therefore be it

**Resolved**, that the Livingston Board of Education approves the payment of the following bills in the amounts listed and attach a complete copy of these bills to the minutes of this meeting.

<b><u>Fund</u></b>	<b><u>Name</u></b>	<b><u>Amount</u></b>
10&11	Regular	1,074,072.84
20	Regular	128,248.64
60	Cafeteria	78,707.05
	<b>TOTAL</b>	<b>1,281,028.53</b>

Regular Checks	92368-92552	1,202,321.48
Cafeteria	1301-1333	78,707.05
	<b>TOTAL</b>	<b>1,281,028.53-</b>

### **3.2 Board Secretary Report – May 2021**

**Whereas**, the Livingston Board of Education has received the Report of the Board Secretary for May 31, 2021, consisting of:

- 1) Interim Balance Sheets
- 2) Interim Statements Comparing Budgeted Revenue with Actual to Date and Appropriations with Expenditures and Encumbrances to Date
- 3) Schedule of Revenues - Actual Compared with Estimated
- 4) Statement of Appropriations Compared with Expenditures and encumbrances, and

**Whereas**, the Livingston Board of Education has received the report of the Treasurer for May 31, 2021, which report is in agreement with the Report of the Board Secretary, and

**Whereas**, these reports show the following balances on the date indicated:

	Cash Balance	Appropriation Balance	Fund Balance
(10) General Current Exp. Fund	19,801,413		
(11) Current Expense		11,341,219	8,009,270
(12) Capital Outlay		81,203	1,978,235
(20) Special Revenue Fund	1,070,894		
(30) Capital Projects Fund	183,853		
(40) Debt Service Fund	145,962		
Total:	\$21,202,122	\$11,422,422	\$9,987,505

**Whereas**, pursuant to N.J.A.C. 6:20-212(d), the Board Secretary has certified that as of May 31, 2021, no budgetary line item account has obligations and payments contractual orders which in total exceed the amount appropriated by the district board of education pursuant to N.J.S.A. 18A:22-8, 18A:22-8.1, now therefore be it

**Resolved**, the Livingston Board of Education accepts the above referenced reports and certification and directs that they be made part of this resolution by reference, and be it

**Further Resolved**, the Livingston Board of Education certifies that, after review of the Secretary's monthly financial report (appropriations section) and upon consultation with the appropriate district officials, to the best of its knowledge no major account or fund has been over-expended in violation of N.J.A.C.6:20-2.13(d) and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year.

### **3.3 Transfers**

**Whereas**, the Superintendent of Schools recommends certain transfers among accounts in the 2020-2021 budget for May pursuant to Board of Education Policy 6422, now therefore be it

**Resolved**, that the Livingston Board of Education ratify transfers pursuant to N.J.S.A. 18A:22-8.1 and N.J.A.C. 6:20-2A.10:

<u>Object</u>	<u>Description</u>	<u>To</u>	<u>From</u>
0100	Salaries		\$3,000
0242	Other Retirement Contributions	\$13,000	
0260	Workmen's Compensation		\$13,000
0270	Health Benefits		\$54,000
0320	Purch. Prof-Educational Services	\$3,000	
0450	Construction Services	\$54,000	
	<b>TOTALS</b>	<b>\$70,000</b>	<b>\$70,000</b>

### **3.4 Approval of Property, Liability and Workers Compensation Insurance for 2021-2022**

**Resolved**, that the Livingston Board of Education awards the property and liability insurance policies to:



<u>New Jersey School Boards Association Insurance Group</u>		
Brown and Brown Insurance (Broker)		
Comprehensive Board Program includes Property, General Liability, Auto Liability, Crime, Pollution and Cyber Coverages.	(7/1/21-7/1/22)	\$414,878
School Board Legal Liability	(7/1/21-7/1/22)	\$184,366
Workers' Compensation and Supplemental Indemnity	(7/1/21-7/1/22)	\$423,595
<u>Monarch</u>		
Brown and Brown Insurance (Broker)		
Student/Athletic Accident Insurance	(7/1/21-7/1/22)	\$44,300
		<b>\$1,067,139</b>

### **3.5 Conferences and Overnight Trips**

**Resolved**, that the Livingston Board of Education approves the virtual conferences as shown on ***Attachment C***.

### **3.6 Academic Calendar Revision - 2021-2022**

**Revised**, that the Livingston Board of Education approves the revision to the 2021-2022 academic calendar to include Juneteenth as a day off for students and staff as shown on ***Attachment D***.

### **3.7 Update to Financial Depositories and Signatures**

**Resolved**, that the Livingston Board of Education establish the following bank accounts at Regal Bank, Livingston, New Jersey and that Regal Bank is hereby requested, authorized and directed to honor all checks, draft and other orders for the payment of money drawn in the name of the Board of Education in the following accounts when bearing the true or approved facsimile signature(s) indicated:

<b>Regal Bank</b>			
<b><u>Account Title and Number</u></b>		<b><u>Signature(s)</u></b>	
Livingston High School Activity Account 0108010588		Danielle Rosenzweig Michael Kays Dr. Mary K. Pretto Marie Battist-Rock Steven K. Robinson	Any 2
Livingston High School Activity Account 0108010588		Danielle Rosenzweig Michael Kays Dr. Mary K. Pretto Marie Battist-Rock Steven K. Robinson	Any 2

		Steven K. Robinson	
Livingston High School Athletic Account 0108010604		Danielle Rosenzweig Michael Kays Dr. Mary K. Pretto Marie Battist-Rock Richard Porfido Steven K. Robinson	<i>Any 2</i>
Livingston High School Special Account 0108010596		Danielle Rosenzweig Michael Kays Dr. Mary K. Pretto Marie Battist-Rock Steven K. Robinson	<i>Any 2</i>

### **3.8 Application and Receipt of Funds for ESEA Grants**

**Resolved**, that the Livingston Board of Education approves the submission and acceptance of the funds for the fiscal year 2021-2022 for the Elementary and Secondary Act (ESEA) Consolidated Grant as follows:

Title I Part A	\$143,470
ESEA Title II Part A	\$78,364
ESEA Title III	\$22,364
ESEA Title IV	\$10,000

### **3.9 Individuals with Disabilities in Education Act**

**Resolved**, that the Livingston Board of Education accepts the IDEA grants for the 2021-2022 school year as follows:

Basic	Public	\$1,305,403
	Non Public	\$75,487
Preschool	Public	\$58,009

### **3.10 Parental Contract for Student Transportation**

**Resolved**, that the Livingston Board of Education approves the parental contract for transportation for student #197753 from September 8, 2020 to June 30, 2021 in the amount of \$1,360.50.

### **3.11 Settlement Agreements**

**Resolved**, that the Livingston Board of Education approves the Settlement Agreement for Case #05-2021 which is on file at the Board of Education office.

**Resolved**, that the Livingston Board of Education approves the Settlement Agreement for Case #06-2021 which is on file at the Board of Education office.

### **3.12 Bylaws, Policies & Regulations**

**Resolved**, that Livingston Board of Education approves the following Bylaws, Policies and Regulations for first reading:

#### **Bylaws**

Bylaw #0131 - Bylaws, Policies & Regulations (with revisions)

#### **Program**

Policy #2431 - Athletic Competition (M) (with revisions)

Regulation #2431.1 - Emergency Procedures for Sports and other Athletic Activity (M) (with revisions)

Policy #2464 - Gifted & Talented Students (M) (with revisions)

#### **Teaching Staff Members**

Policy #3142 - Nonrenewal of Non Tenured Teaching Staff Members (with revisions)

Policy #3221 - Evaluation of Teachers (M) (with revisions)

Regulation #3221 - Evaluation of Teachers (M) (with revisions)

#### **Finances**

Policy #6440 - Cooperative Purchasing (M) (new to district)

Policy #6470.01 - Electronic Funds Transfer and Claimant Certification (M) (new to district)

Regulation #6470.01 - Electronic Funds Transfer and Claimant Certification (M) (new to district)

#### **Operations**

Regulation #8320 - Personnel Records (M) (new to district)

**Resolved**, that the Livingston Board of Education approves the following Policies and Regulations for second reading and adoption:

#### **Administration**

Policy #1110 - Organizational Chart (with revisions)

Policy #1620 - Administrative Employment Contracts (M)(new to district)

#### **Students**

Policy #5330.04 - Administering Opioid Antidote (M) (with revisions)

Regulation #5330.04 - Administering Opioid Antidote (M) (new to district)

Policy #5610 - Suspension (M) (with revisions)

Regulation #5610 - Suspension (M) with revisions)

Policy # 5620 - Expulsions (M) (with revisions)

#### **Operations**

Policy #8320 - Personnel Records (M) (with revisions)

**Resolved**, that the Livingston Board of Education abolishes the following policies:

Policy #1649 - Federal Families First Coronavirus (COVID-19) Response Act (M)

### **ROLL CALL VOTE**

#### 4. **PERSONNEL**

The Superintendent recommends the following:

##### 4.1 **Resignations**

**Resolved**, that the Livingston Board of Education accepts the resignations of:

<b>Name</b>	<b>Position</b>	<b>Reason</b>	<b>Location</b>	<b>Last Day of Employment</b>
<i>Lisa Brown</i>	Teacher of ESL	Retirement	Harrison	October 31, 2021
<i>Laurie Babij</i>	TOH	Retirement	BHE	June 30, 2021
<i>Kristi Malone</i>	Teacher of Technology Education	Resignation	LHS	June 30, 2021
<i>Marissa Maltz</i>	Teacher of FCS	Resignation	LHS	June 30, 2021
<i>Lesley Shaw</i>	TOSD	Resignation	MPMS	June 30, 2021
<i>Elizabeth Kirchoff</i>	Teacher of English	Resignation	HMS	June 30, 2021
<i>Emily Keane</i>	Instructional Aide	Resignation	Hillside	June 30, 2021
<i>Dipti Shah</i>	Playground Aide	Resignation	Collins	June 30, 2021
<i>Robert Ferraro Sr.</i>	Head Custodian	Resignation	LHS	June 30, 2021
<i>Anthony Grego</i>	Instructional Aide	Resignation	LHS	NA
<i>Gabrielle Hofilena</i>	Instructional Aide	Resignation	Harrison	June 30, 2021

*\*as amended from a previous agenda*

##### 4.2 **Leaves of Absences**

**Resolved**, that the Livingston Board of Education approves the leaves of absences of:

<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>LOA w/ pay and benefits</b>	<b>LOA w/o pay, but with benefits (if applicable)</b>	<b>Extended LOA w/o pay or benefits</b>	<b>Return Date</b>
<i>Sarah Pacheco</i>	Elementary School Teacher	Hillside	NA	NA	8/30/2021-6/30/2022	8/30/2022
<i>Taryn DePrecker</i>	TOSD	MPE	11/15/2021-12/10/2021	12/13/2021-3/17/2022**	NA	3/18/2022
<i>Sofia Fernandez</i>	Teacher of Spanish	BHE	11/29/2021-1/21/2022	1/24/2022-4/29/2022**	NA	5/2/2022
<i>Ann DeFazio</i>	Teacher of Biology	LHS	11/22/2021-12/31/2021	1/3/2022-1/24/2022 & 1/25/2022-4/29/2022**	NA	5/2/2022

<i>Danielle Imbimbo</i>	School Counselor	HMS	11/15/2021-12/31/2021	1/3/2022-4/1/2022**	4/4/2022-6/30/2022	8/30/2022
<i>Samantha Minniti</i>	Elementary School Teacher	Collins	9/20/2021-10/19/2021	10/20/2021-1/19/2022**	1/20/2022-2/11/2022	2/14/2022
<i>Mallory Seidman*</i>	School Psychologist	BHE	5/14/2021-6/30/2021 & 8/30/2021-9/13/2021	9/14/2021-11/22/2021**	11/23/2021-2/11/2022	2/14/2022
<i>Lauren Chin*</i>	Elementary School Teacher	BHE	8/30/2021-10/13/2021	10/14/2021-1/13/2022**	1/14/2022-2/11/2022	2/14/2022

\*as amended from a previous agenda

\*\*Designates time counted toward NJFLA/FMLA

### 4.3 Appointments

**Resolved**, that the Livingston Board of Education approves the applications indicated below (\*) for emergent hiring for the following appointments under the requirements of N.J.S.A. 18A:16-1 et. seq., N.J.S.A. 18A:39.17 et. seq.; N.J.S.A. 18A:6-4.13 et. seq. All appointments are contingent upon reference checks in accordance with P.L. 2018, c.5.

Name	Location	Title	Tenure Track/LOA or LT Replacement	Replacing	Guide	Step	Salary	Effective Date
<i>Kieran Nugent*</i>	LHS	Teacher of English	First Year Tenure Track	C. Mamangakis-Evans	MA	1-2	\$61,884	8/30/2021
<i>Ashley Stryko*</i>	BHE	TOSD	First Year Tenure Track	S. San George	BA	1-2	\$54,550	8/30/2021
<i>Allyson Smith</i>	LHS	Teacher of Tech Ed	First Year Tenure Track	K. Malone	MA+32	12	\$92,608	8/30/2021
<i>Lindsey Gursky</i>	Hillside	Reading Specialist	First Year Tenure Track	L. Szaro (transfer)	MA+32	10	\$83,477	8/30/2021
<i>Juliette Castro</i>	LHS	Teacher of English	One Year Leave Replacement	C. Sorrentino	BA	1-2	\$54,550	8/30/2021
<i>Meghan Callahan</i>	Harrison	Kindergarten Teacher	First Year Tenure Track	NA	BA	4	\$55,950	8/30/2021
<i>Sarah Orr</i>	MPE	TOSD	One Year Leave Replacement	T. DePrecker	MA	1-2	\$61,884	8/30/2021
<i>Sheryl Sammarco</i>	Harrison	Elementary School Teacher	First Year Tenure Track	new section	MA	9	\$72,562	8/30/2021
<i>Louella Selby</i>	MPMS	Teacher of English	One Year Leave Replacement	D. Ferraro	MA+16	1-2	\$65,370	8/30/2021
<i>Brooke Reynolds</i>	RHE	Elementary School Teacher	First Year Tenure Track	new section	MA	1-2	\$61,884	8/30/2021
<i>Genevieve Day</i>	RHE	Elementary School Teacher	First Year Tenure Track	new section	BA	3	\$55,250	8/30/2021
<i>Sylvia Yun</i>	LHS	Teacher of Math	Leave Replacement	D. Lawrence	MA	1-2	\$61,884 (pro-rated)	8/30/2021-2/4/2022
<i>Jill McLaughlin</i>	RHE	Kindergarten Teacher	One Year Leave Replacement	V. Belford (transfer)	BA	3	\$55,250	8/30/2021
<i>Kathryn Librizzi</i>	Hillside	Elementary School Teacher	First Year Tenure Track	new section	MA	4	\$63,416	8/30/2021

<i>Samantha Russo</i>	Hillside	Elementary School Teacher	One Year Leave Replacement	L. Szaro	BA	1-2	\$54,550	8/30/2021
<i>Cassie Skwirut</i>	Hillside	Elementary School Teacher	One Year Leave Replacement	K. Murray	BA	1-2	\$54,550	8/30/2021
<i>Amanda Blount</i>	MPE	Elementary School Teacher	First Year Tenure Track	new section	MA	11	\$80,553	8/30/2021
<i>Ashley Perri</i>	HMS	Teacher of Social Studies	One Year Leave Replacement	L. Friedman	BA	1-2	\$54,550	8/30/2021
<i>Christina DeLuna</i>	LHS	TOSD	One Year Leave Replacement	C. Bravo	BA	1-2	\$54,550	8/30/2021
<i>Rachael Keyes</i>	BHE	TOSD	One Year Leave Replacement	K. Santos	MA	4	\$63,416	8/30/2021
<i>Amira Padilla</i>	Hillside	Elementary School Teacher	One Year Leave Replacement	S. Pacheco	BA	1-2	\$54,550	8/30/2021
<i>Shawn McPherson</i>	District	IT Support Specialist	NA	J. McCormick	NA	NA	\$55,000 (pro-rated)	7/6/2021
<i>Matthew Haine</i>	District	IT Support Specialist	NA	S. Cottone	NA	NA	\$55,000 (pro-rated)	7/12/2021
<i>Gennarino DeLuca</i>	CO	Maintenance	NA	T. Paris	M	5	\$50,877, plus \$625 black seal license	7/1/2021
<i>Robert Ferraro Sr.</i>	MP Complex	Custodian	NA	G. DeLuca (transfer)	C	11	\$60,116 plus \$625 for black seal	7/1/2021
<i>Laura Casale</i>	MPE	Campus Aide	NA	S. Kaplan	Campus Aide	1	\$20,687	8/30/2021

*\*as amended from a previous agenda*

**Resolved**, that the Livingston Board of Education approves the appointment of the ABA Discrete Trial TA's and Instructional Aides as listed on ***Attachment E***.

#### **4.4 Transfers**

**Resolved**, that the Livingston Board of Education approves the transfers as listed on ***Attachment F***.

#### **4.5 Substitutes**

**Resolved**, that the Livingston Board of Education approves the appointment of the individual(s) listed below to serve as long-term substitutes as reflected below:

<b>Name</b>	<b>Location</b>	<b>Title</b>	<b>Leave Replacement or Long Term Sub</b>	<b>Replacing</b>	<b>Salary</b>	<b>Effective Date</b>
<i>Robert Gillo</i>	LHS	Teacher of Health & PE	Long Term Sub	C. Szeles	\$273/day	8/30/2021-11/24/2021
<i>Alyssa Ratner</i>	Hillside	TOSD	Long Term Sub	E. Yersak	\$273/day	8/30/2021-11/3/2021
<i>Thomas Locatelli</i>	LHS	Teacher of Health & PE	Long Term Sub	K. Nann	\$273/day	8/30/2021-11/24/2021

#### **4.6    Extra Work Pay**

**Resolved**, that the Livingston Board of Education approves the following payments as listed on **Attachment G** for work performed.

#### **4.7    Summer Work**

**Resolved**, that the Livingston Board of Education approves the individuals listed on **Attachment H** as Summer Bus Drivers and Bus Aides at their hourly rate.

**Resolved**, that the Livingston Board of Education approves the individuals listed on **Attachment I** for Extended School Year (ESY) and Summer Intervention staffing at the listed hourly rates.

**Resolved**, that the Livingston Board of Education approves the individuals listed on **Attachment J** to work over the summer of 2021 on STEAM summer work at the listed hourly rate.

**Resolved**, that the Livingston Board of Education approves the individuals listed on **Attachment K** to work over the summer of 2021 at the Summer Academy Program at the approved rate.

**Resolved**, that the Livingston Board of Education approves the individuals on **Attachment L** to participate in summer curriculum writing during the summer of 2021 at the approved rate.

**Resolved**, that the Livingston Board of Education approves the summer workers in the Buildings & Grounds Department for the summer of 2021 as listed on **Attachment M**.

**Resolved**, that the Livingston Board of Education approves the summer workers in the Technology Department for the summer of 2021 as listed on **Attachment N**.

#### **4.8    Stipends**

**Resolved**, that the Livingston Board of Education approves the individuals on **Attachment O** for athletic stipends at Livingston High School for the 2021-2022 school year in accordance with the contract between the LBOE and the LEA.

#### **4.9    Contract Adjustments**

**Resolved**, that the Livingston Board of Education approves the contract adjustments as indicated on **Attachment P**.

#### **4.10   Job Descriptions**

**Resolved**, that the Livingston Board of Education approves the following job descriptions:

*District Technology Coach/S.T.E.A.M. Instructor  
Administrative Assistant, Technology  
District Facility Supervisor  
LHS Campus Facility Supervisor*

#### **4.11 Memorandum of Understanding**

**Resolved**, that the Livingston Board of Education approves the Memorandum of Understanding between itself and the Livingston Education Association dated July 14, 2021.

#### **4.12 Payment of Unused Vacation Days**

**Resolved**, that employee #4095 and employee #4752, in consideration of their unique contractual inability to accumulate additional vacation days, their high number of unused vacation days accrued during the pandemic, and the lack of opportunity to take vacation days during this year's health emergency, be paid \$110 per day for each unused accumulated vacation day from the 2020-2021 school year that remain in their bank as of June 30, 2021.

### **ROLL CALL VOTE**

#### **5. MISCELLANEOUS**

The Superintendent recommends the following:

##### **5.1 HIB Report**

**Resolved**, that the Livingston Board of Education accepts the findings of HIB cases.

##### **5.2 Suspension Report**

**Resolved**, that the Livingston Board of Education approves the Suspension Report for the months of May and June.

##### **5.3 Bus Evacuation Drills**

**Resolved**, that the Livingston Board of Education approves the bus evacuation drills that were completed by the end of June 2021.

### **ROLL CALL VOTE**

#### **I. Public Comment ~ up to 15 minutes**

An excerpt from Policy #0167 adopted on January 10, 2011 and reviewed on March 4, 2013 states that The Board of Education recognizes the value of public comment on educational issues and the importance of allowing members of the public to express themselves on school matters of community interest.

Public participation shall be governed by the following rules:

1. A participant must be recognized by the presiding officer and must preface comments by an announcement of his/her name, place of residence, and group affiliation, if appropriate;
2. Each statement made by a participant shall be limited to three minutes' duration;
3. No participant may speak more than once on the same topic until all others who wish to speak on that topic have been heard;
4. All statements shall be directed to the presiding officer; no participant may address or question Board members individually.

The portion of the meeting during which the participation of the public is invited shall be limited to fifteen minutes, or at the discretion of the presiding officer.

#### **J. Old Business**

#### **K. New Business**



### **III. ADJOURNMENT**

#### **EXECUTIVE SESSION**

1. Legal Matters
2. Negotiations
3. Personnel

**Whereas, N.J.S.A. 10:4-1 et seq.,** also known as the "Sunshine Law," authorizes a public body to meet in executive or private session under certain limited circumstances, and

**Whereas,** said law requires the Board to adopt a resolution at a public hearing before it can meet in such an executive or private session, now, therefore, be it

**Resolved,** by the Livingston Board of Education that:

- (A) It does hereby determine that it is necessary to meet in executive session on July 14, 2021 to discuss the matters stipulated, in conformance with the subsections of said act which are indicated.
1. Matter rendered confidential by federal law, state statute or rule of court.
  2. Matter in which the release of information would impair a right to receive federal funds.
  3. Matter, the disclosure of which would constitute an unwarranted invasion of individual privacy unless the individual concerned shall request in writing that the same be disclosed publicly.
  4. Collective bargaining matter.
  5. Matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates, etc. where it would adversely affect the public interest if discussion were disclosed.
  6. Tactics and techniques utilized in protecting public property where disclosure could impair protection.
  7. Investigation of violations or possible violations of law.
  8. Pending or anticipated litigation or contract negotiation other than collective bargaining agreement.
  9. Personnel matters unless the individual employees or appointees affected requested that such matter be discussed at a public meeting.
  10. Deliberations occurring after a public hearing that may result in the imposition of a specific civil penalty.
- (B) The matters discussed will be made public when confidentiality is no longer required and formal action pursuant to said discussion shall take place only at a meeting to which the public has been invited.
- (C) No action will be taken.

#### **PROPOSED FUTURE AGENDA ITEMS (dates subject to change)**

August 11, 2021 (*voting*)

- Enrollment Update
- Travel and Conferences Expenses
- Livingston Chinese School Contract
- Livingston Huaxia Chinese School Contract

September 1, 2021 (*voting*)

- Board Size

September 14, 2021 (*workshop*)

September 28, 2021 (*voting*)

- District Nursing Services Plan

October 12, 2021 (*workshop*)

- Public Hearing for District and School HIB Self-Assessment Report
- NJSLA (as per Policy 2610)

October 19, 2021 (*voting*)

- Conference with the Livingston Education Association

July 14, 2021

- Summer Curriculum Writing Update

November 9, 2021 (*workshop*)

- Board Budget Goals
- Assessment Update

November 23, 2021 (*voting*)

December 7, 2021 (*voting*)

- Comprehensive Annual Financial Report
- New Course Offerings
- Approval of Comprehensive Annual Financial Report (Corrective Action Plan)
- NJQSAC Statement of Assurance
- Bus Evacuation Drills

January 4, 2022 (*Reorganization*)

<b>Name</b>	<b>School</b>	<b>Type of Placement</b>	<b>In-District Location</b>	<b>Assigned Staff</b>	<b>Date</b>
Jillienne Cumming	Montclair State University	Clinical Placement I & II	Riker Hill Elementary School	Tracey Michinard	September - December 2021, January - May 2022
Brooke Korfin	Montclair State University	Clinical Placement I	Riker Hill Elementary School	Maryann Chorba	September - December 2021

			School Year 2021-2022			Extraordinary Services			Extended School Year			
<b>School</b>	<b>Program Type</b>	<b>Type</b>	<b># of Stud</b>	<b>Tuition 2021-2022</b>	<b>Total Tuition</b>	<b># of Stud</b>		<b>Aide(s)</b>	<b># of Stud</b>	<b>ESY Tuition</b>	<b>Total ESY Tuition</b>	<b>Total School</b>
Allegro School	Multiple Disabilities	R	1	\$ 91,202.40	\$ 91,202.40	1	\$ 31,500.00	\$ 31,500.00	1	\$15,200.40	\$ 15,200.40	\$ 137,902.80
Academy 360-Upper School	Multiple Disabilities	R	4	\$ 72,607.08	\$ 290,428.32	1	\$ 35,875.00	\$ 35,875.00	3	\$8,728.72	\$ 26,186.16	\$ 352,489.48
Academy 360-Lower School	Multiple Disabilities	R	1	\$ 73,924.68	\$ 73,924.68	1	\$ 35,875.00	\$ 35,875.00	1	\$8,887.12	\$ 8,887.12	\$ 118,686.80
Alpine Learning Group	Autism	R	1	\$ 98,278.20	\$ 98,278.20	1	\$ 35,875.00	\$ 35,875.00	1	\$16,379.70	\$ 16,379.70	\$ 150,532.90
Arc of Union County/Kohler Academy	Multiple Disabilities	R	1	\$ 86,691.33	\$ 86,691.33				1	\$15,762.06	\$ 15,762.06	\$ 102,453.39
Bancroft NeuroHealth	Multiple Disabilities	R	1	\$ 70,002.00	\$ 70,002.00	1	\$ 44,096.00	\$ 44,096.00	1	\$12,444.80	\$ 12,444.80	\$ 126,542.80
Banyan School	Multiple Disabilities	R	2	\$ 57,247.20	\$ 114,494.40	1	\$ 42,210.00	\$ 42,210.00	2	\$6,678.84	\$ 13,357.68	\$ 170,062.08
Bergen County Special Services	Autism	R				1	\$ 6,000.00	\$ 6,000.00	1	\$7,600.00	\$ 7,600.00	\$ 13,600.00
CTC Academy, Inc.	Multiple Disabilities	T	1	\$ 81,842.77	\$ 81,842.77				1	\$11,304.25	\$ 11,304.25	\$ 93,147.02
The Calais School	Multiple Disabilities	R	1	\$ 70,844.40	\$ 70,844.40	1	\$ 45,150.00	\$ 45,150.00	1	\$11,807.40	\$ 11,807.40	\$ 127,801.80
Educational Partnership for Instructing Children	Autism	R	1	\$ 97,324.89	\$ 97,324.89				1	\$14,359.41	\$ 14,359.41	\$ 111,684.30
Glenview School	Multiple Disabilities	R/T	2	\$ 71,737.12	\$ 143,474.24	2	\$ 46,640.00	\$ 93,280.00	1	\$11,824.80	\$ 11,824.80	\$ 248,579.04
Hunterdon Preparatory School	Behavioral Disabilities	R	1	\$ 48,465.00	\$ 48,465.00				1	\$8,077.50	\$ 8,077.50	\$ 56,542.50
New Beginnings	Multiple Disabilities	R	3	\$ 73,287.76	\$ 219,863.28	3	\$ 46,640.00	\$ 139,920.00	3	\$12,080.40	\$ 36,241.20	\$ 396,024.48
Newmark School	Multiple Disabilities	R	4	\$ 60,010.20	\$ 240,040.80				2	\$6,334.41	\$ 12,668.82	\$ 252,709.62
Newmark High School	Multiple Disabilities	R	1	\$ 61,498.80	\$ 61,498.80							\$ 61,498.80

P.G. Chambers	Multiple Disabilities	R	1	\$ 77,040.00	\$ 77,040.00				1	\$12,840.00	\$ 12,840.00	\$ 89,880.00
Phoenix Center	Multiple Disabilities	R	1	\$ 70,477.20	\$ 70,477.20	1	\$ 34,974.00	\$ 34,974.00	1	\$8,222.34	\$ 8,222.34	\$ 113,673.54
Pillar Care Continuum-Pillar High School	Multiple Disabilities	R	1	\$ 75,416.40	\$ 75,416.40				1	\$12,569.40	\$ 12,569.40	\$ 87,985.80
Roxbury Township Public Schools	Multiple Disabilities	R	1	\$ 39,316.00	\$ 39,316.00	1	\$ 48,441.00	\$ 48,441.00	1	\$4,150.00	\$ 4,150.00	\$ 91,907.00
Sage Day at Rochelle Park	Behavioral Disabilities	R	1	\$ 66,559.00	\$ 66,559.00							\$ 66,559.00
Shepard School	Behavioral Disabilities	R/T	3	\$ 55,858.92	\$ 167,576.76				1	\$9,157.20	\$ 9,157.20	\$ 176,733.96
Somerset Hill Learning Institute	Autism	R	1	\$ 102,574.80	\$ 102,574.80				1	\$17,095.80	\$ 17,095.80	\$ 119,670.60
Windsor Learning Center	Multiple Disabilities	R	1	\$ 59,940.00	\$ 59,940.00				1	\$9,990.00	\$ 9,990.00	\$ 69,930.00
Total			35		\$ 2,447,275.67	15		\$ 593,196.00	28		\$ 296,126.04	\$ 3,336,597.71

Type

Renewal (R) indicates that the student has been at that OOD school and is continuing to be placed there.  
 New (N) indicates that the student is a newly placed OOD student or an additional service has been added.  
 Transfer (T) indicates that the student has been OOD, but has transferred to another OOD school.  
 New to District (ND) indicated that the student moved in and was already placed OOD.

<b>Conference</b>	<b>Attendee(s)</b>	<b>Date(s)</b>	<b>Location</b>	<b>Cost</b>
AP Computer Science A Summer Institute	Jennifer Ge	August 2-6, 2021	Virtual	\$875
AP Statistics New & Experienced Teachers	Nicholas Mellina	August 2-6, 2021	Virtual	\$500

# Livingston Public Schools 2021-2022 School Calendar

**Revisions: Inclement weather days reduced to (2);  
June 17 off for all in observance of Juneteenth. Spring P/T Conf Moved to April.  
FOR LBOE APPROVAL - JULY 14, 2021**

Attachment D  
July 14, 2021 LBOE Meeting

July 2021						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Students: 0 Teachers: 0

Jul:	
5	District Closed for Independence Day
1-30	Extended School Year (6/30-8/5 @ BH)

August 2021						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Students: 0 Teachers: 2

Aug:	
2-19	Extended School Year *8/9-8/19 at LHS
23-26	LIVE! New Teacher Orientation
30-31	No school for students; PD for staff

September 2021						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Students: 18 Teachers: 18

Sept:	
1	FIRST DAY OF SCHOOL FOR STUDENTS
6	Labor Day - no school, offices closed
7-8	Rosh Hashanah-no school, offices closed
16	Yom Kippur - no school, offices closed

October 2021						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Students: 20 Teachers: 21

Oct:	
11	Columbus Day - no school for students; PD for staff

November 2021						
Su	Mo	Tu	We	Th	Fr	Sa
	1*	2*	3*	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Students: 18 Teachers: 18

Nov:	
*1-3	Elementary Confs - partial day elem only
4-5	NJEA Conv - no school, offices closed
24	Partial day for all staff and students
25-26	Thanksgiving; no school, offices closed

December 2021						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Students: 17 Teachers: 17

Dec:	
23	Partial day for all staff and students
24-31	Holiday Break; all schools & offices closed

January 2022						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28*	29
30	31					

Students: 20 Teachers: 20

Jan:	
1	Offices closed
17	MLK Jr. Day - no school, offices closed
28	Partial day LHS Only; semester change

February 2022						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

Students: 14 Teachers: 15

Feb:	
1	Lunar New Year - No schools for students; PD for staff
21	Presidents' Day-no school, offices closed
22-25	Winter Break - no school

March 2022						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Students: 23 Teachers: 23

April 2022						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12*	13*	14*	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Students: 15 Teachers: 15

April:	
15	Good Friday - no school, offices closed
*12-14	Elementary Confs - partial day elem only
18-22	Spring break - no school

May 2022						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Students: 21 Teachers: 21

May:	
30	Memorial Day - no school, offices closed

June 2022						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20*	21*	22	23	24	25
26	27	28	29	30		

Students: 16 Teachers: 16

June:	
17	Juneteenth - no school, offices closed
20,21*	Partial day LHS Only
22	Partial day all students
23	LAST DAY FOR STUDENTS; GRADUATION! Partial day for students.

This calendar allows for 4 Professional Development days and 2 inclement weather days. There is a total of 182 days for students and 186 days for teachers. Additional inclement weather days will be taken in the following order: 4/22, 4/21, 4/20.

<b>NEW HIRES FOR 2021-2022</b>						
<b>Last Name</b>	<b>First Name</b>	<b>LOC</b>	<b>Job Title</b>	<b>Step</b>	<b>Guide</b>	<b>Salary</b>
DeLISA	KENDALL	BHE	ABA DISC. TRIAL TA	1	TA	\$33,048
KEANE	KAITLYN	HIL	INSTRUCTIONAL AIDE	1	I&KA	\$25,717
PARIKH	NITAL	RHE	INSTRUCTIONAL AIDE	1	I&KA	\$25,717
RAMANAYAKE	HEMANTHA	BHE	INSTRUCTIONAL AIDE	1	I&KA	\$25,717
<b>TRANSFERS FOR 2021-2022</b>						
CHAVIS	JAMAL	LHS	INSTRUCTIONAL AIDE	1	I&KA	\$25,717
<b>REAPPOINTMENTS FOR 2021-2022</b>						
ALSTON	CARROLL	BHE	ABA DISC. TRIAL TA	6	TA	\$37,814
AMMERATA	LUCIA	BHE	ABA DISC. TRIAL TA	6	TA	\$37,814
CHHADWA	KHYATI	BHE	INSTRUCTIONAL AIDE	2	I&KA	\$26,309
DULNY	RANDY	BHE	ABA DISC. TRIAL TA	5	TA	\$36,942
SULLIVAN	DANIEL	BHE	ABA DISC. TRIAL TA	5	TA	\$36,942
TURNBULL	HILARY	BHE	ABA DISC. TRIAL TA	6	TA	\$37,814



**2021-22 TRANSFERS**

<b>Name</b>	<b>Position</b>	<b>Transferring From</b>	<b>Transferring To</b>	<b>Position</b>	<b>Replacing</b>	<b>Effective Date</b>
Nicole George	Intervention/Enrichment Specialist	MPMS	BHE	Intervention/Enrichment Specialist	L. Gordon	8/30/2021
Laura Gordon	Intervention/Enrichment Specialist	BHE	MPMS	Intervention/Enrichment Specialist	N. George	8/30/2021
Margaret Sullivan	Secretary	HMS	MPMS	Secretary	N. Mullin	8/1/2021
Nancy Mullin	Secretary (.5)	MPMS	HMS	Secretary (.5)	M. Sullivan	8/30/2021
Sinead Do	Admin. Secy (AP)	LHS	LHS	Admin. Secy (bookkeeper/project manager)	P. Mattia	7/1/2021
Lauren Mercer	Admin. Secretary (front desk)	LHS	LHS	Admin. Secretary (AP)	S. Do	7/6/2021
Matthew Gervasio	ABA Discrete Trial TA	HMS	BHE	ABA Discrete Trial TA	NA	8/30/2021
Ehrya Jean Kang	Instructional Aide	RHE	Hillside	Instructional Aide	NA	8/30/2021

*\*as amended from a previous agenda*

NAME	DATE	POSITION	# HOURS WORKED	RATE	TOTAL AMOUNT
Ambio, Lester	6/18/2021	Security/LHS Graduation Moment	4.5	\$25.00	\$112.50
	6/19/2021	Security/LHS Graduation Moment	4	\$25.00	\$100.00
Cohen, David	06/12/2021	Game Worker/softball	2.5	\$22.50	\$56.25
Dlugo, Cara	6/12/2021	Game Worker/softball	2.5	\$22.50	\$56.25
Fischer, Anthony	6/12/2021	Game Worker/softball	2.5	\$22.50	\$56.25
	5/24/2021	Game Worker/volleyball	2.5	\$22.50	\$56.25
	5/26/2021	Game Worker/volleyball	1	\$22.50	\$22.50
Kulik, Vincent	6/12/2021	Security/RH school fair	4	\$25.00	\$100.00
Lukowiak, Stuart	6/12/2021	Security/softball	2.5	\$25.00	\$62.50
Munley, Michael	6/2/2021	Game Worker/volleyball	2	\$22.50	\$45.00
Weber, Doug	6/19/2021	Security/Graduation Moment	8	\$25.00	\$200.00
	6/21/2021	Security/Graduation Moment	3	\$25.00	\$75.00
					<b>\$942.50</b>

<b>SUMMER BUS DRIVERS</b>	
Last Name	First Name
Adler	Debbie
Adler	Michael
DeFeo	Vincenza
Elsasser	Dawn
Fredette	Jamie
Gayle	Claudius
Hicks	Denise
Katz-Cocuzza	Cynthia
Lewis	Kevin
Pisciotti	Colleen
Predestin	Alan
Rivera	Carmen
Royster	William
Rubio	Maria
Silva	Galvez
Stphard	Lovely
Victor	Gerard
Ware	Jeffrie
Williams	Prentiss
Zulauf	Marlene

<b>SUMMER BUS AIDES</b>		<b>Hourly Rate</b>
Consoro-Gomez	Carmen	\$17.50
LeGrand	Patricia	\$19.35
Paris	Leslie	\$18.38
Retess-Cooper	Cynthia	\$18.38
Varghese	Saramma	\$16.13
Bonvini	Luca	\$17.50
Dagistino	Amy	\$17.50
Samaan	Marsel	\$17.50
Varghese	Victoria	\$15.50

2021 SUMMER ESY STAFFING

Attachment I

<b>ESY Aides</b>	<b>Pay Rate until 6/30</b>	<b>Pay Rate after 7/1</b>
Marissa Reynolds	\$20	\$20.30
Joanne Blount	\$20	\$20.30

<b>Summer Intervention</b>	<b>Pay Rate until 6/30</b>	<b>Pay Rate after 7/1</b>
Meghan Reid	\$60	\$60.90
Alyssa LaMedica	\$60	\$60.90

**STEAM Summer Work**

Coleen Caulfield  
Ellen Fishter  
Emma Stein  
Christine Zambrio

\$49.61/hr. Not to exceed 24 hours each

**SUMMER ACADEMY PROGRAM**

<b>First Name</b>	<b>Last Name</b>	<b>Course</b>
Ellen	Fishter	Personal Financial Literacy
Keith	Chaudruc	PE Remedial
Danielle	Felcher	Health Remedial
Charissa	Sorrentino	English III
Mary	Morano	Modern World History Remedial

Rates: \$60.90/hr.

## Summer Curriculum Writing 2021

### **MATH (7-12)**

Ellen Friedman

**Supervisor: Antonio Matheus**

*Before July 1, 2021 \$48.88/hr*

*July 1, 2021 \$49.61/hr*

July 14, 2021

**B&G SUMMER WORKERS**

Name	Hourly Rate
James Soutar	\$11
JohnLuca Monte	\$11
Jamie Herzog	\$15.50
Jared Rummel	\$15.50



**TECHNOLOGY SUMMER WORKERS**

Name	Hourly Rate
Rishi Rathod	\$15

<b>Sport</b>	<b>Title</b>	<b>#</b>	<b>Amount</b>	<b>First Name</b>	<b>Last Name</b>
Baseball	Head	1	\$10,801	Michael	Ennis
Baseball	Assistants	3	\$8,259	Corey	Feigenbaum (OD)
Baseball	Assistants	3	\$8,259	Michael	Altomare
Baseball	Assistants	3	\$8,259	William	Wolfe (OD)
Baseball	VOLUNTEER			George	Firincili
Baseball	VOLUNTEER			David	McLaughlin (OD)
Baseball	VOLUNTEER			Phil	Johnson (OD)
Golf	Head	1	\$8,259	John	Waddon
Golf	VOLUNTEER			Joe	Gill (OD)
Boys' Lacrosse	Head	1	\$10,801	Brad	Dzama (OD)
Boys Lacrosse	Assistants	2	\$8,259	Patrick	Nann
Boys Lacrosse	Assistants	2	\$8,259	Victor	DeMaio (OD)
Girls Lacrosse	Head	1	\$10,801	David	Cohen
Girls Lacrosse	Assistants	2	\$8,259	Lila	Alfaro
Girls Softball	Head	1	\$10,801	Jason	Daily
Girls Softball	Assistants	2	\$8,259	David	Mead
Girls Softball	Assistants	2	\$8,259	Ian	Matten (OD)
Boys Tennis	Head	1	\$9,530	Elliot	Lovi (OD)
Boys Tennis	Assistant	1	\$7,624	Paul	Cirlincione
Boys Track Spring	Head	1	\$10,801	Nancy	Petryna
Boys Track Spring	Assistants	2	\$8,259	Eugene	Asimou
Boys Track Spring	Assistants	2	\$8,259	Keith	Chaudruc
Girls Track Spring	Head	1	\$10,801	Dave	Czeizinger (OD)
Girls Track Spring	Assistants	2	\$8,259	Raz	Blau
Girls Track Spring	Assistants	2	\$8,259	Andrew	Greenberg
Boys Volleyball	Head	1	\$10,801	Dan	Kim (OD)
Boys Volleyball	Assistants	2	\$8,259	David	Jones
Boys Volleyball	Assistants	2	\$8,259	James	Giuliani

<b>Last Name</b>	<b>First Name</b>	<b>Loc</b>	<b>Title</b>	<b>Guide</b>	<b>Step</b>	<b>Salary</b>	<b>Longevity</b>	<b>Total Salary</b>	<b>Effective Date</b>
McLaughlin	Toni	CO	Exec Admin Asst - Superintendent	NA	NA	\$104,019	\$2,340	\$106,359	7/1/2021
Massoni	Camille	RHE	Instructional Aide	I&KA	6	\$30,329	\$0	\$30,329	8/30/2021
Rosenstark	Marci	LHS	Job Coach	TA	6	\$37,814	\$780	\$38,594	8/30/2021

**LIVINGSTON SCHOOL DISTRICT**  
**Livingston, New Jersey 07039**

**DISTRICT TECHNOLOGY COACH/S.T.E.A.M. INSTRUCTOR**

**QUALIFICATIONS:**

1. NJ Teacher's Certification required.
2. At least three (3) years of previous teaching experience are required.
3. Formal training or relevant experience with computer technology and professional development.
4. Broad knowledge of instructional technology equipment and applications, online services, technology resources, and integration of technology across the curriculum including basic troubleshooting and maintenance of the above.
5. Knowledge of software utilized in the district.
6. Experience working with interdisciplinary curriculums
7. Such alternatives to the above qualifications as the Board may find appropriate.

**REPORTS TO:** Director of Technology & Innovation

**JOB GOALS:** To facilitate the development and implementation of technology integration projects across the K-5 curriculum. Assist in the development of a K-5 interdisciplinary S.T.E.A.M. period.

**JOB RESPONSIBILITIES:**

1. Identify the needs for technology-enhanced teaching. Work with department supervisors and principals to facilitate and enhance the utilization of technology in the classroom.
2. Assist teachers in creating and executing technology projects linked to student performance and support the district's curriculum.
3. Design and implement training programs for teachers in the use of technology, supporting their discipline and assisting them in implementing this skill through lesson planning and instructional design, focusing on teacher and student success.
4. Design and implement training programs for a district-level K-5 interdisciplinary S.T.E.A.M. period.
5. Coach teachers in and model design and implementation of technology-enhanced learning experiences emphasizing creativity, high-order thinking skills and critical thinking.
6. Maintain and manage a variety of digital tools and shared resources for use in technology-rich learning environments.
7. Explore and recommend applications, programs, and online resources.
8. Facilitate the selection and the use of adaptive and assistive technologies as appropriate to support student learning.
9. Develop long-range plans for technology application in the schools.
10. Model and facilitate safe, healthy, legal, and ethical uses of digital information and technologies.
11. Assist teaching staff in ascertaining the value of new applications and technologies.

12. Engage in continual learning to deepen content and pedagogical knowledge in technology integration and current and emerging technologies necessary to implement the district technology vision and mission effectively. This would include becoming familiar with the Scratch introductory programming platforms.
13. Facilitate standardization of technology implementations across grade levels and schools.
14. Evaluate the implementation of technology as it relates to student outcomes in order to plan future technology efforts.
15. Ensure district technology goals are aligned to State prescribed technology goals.
16. Assume an active role in Livingston's elementary S.T.E.A.M. program initiative (coach, co-plan, and co-teach with specialists in the program, as well as independently teach sections of the innovation period).

This position will also be responsible for all other duties as assigned.

#### **TERMS OF EMPLOYMENT:**

This is a ten-month position with compensation to be negotiated with the Superintendent and approved by the Board. Days worked during the summer will be at a predetermined rate.

#### **EVALUATION:**

The performance of this position will be evaluated annually by the **Director of Technology & Innovation** with input from the Principals and the Assistant Superintendents.

Board approval date: March 16, 2016

Revised: June 21, 2021

**LIVINGSTON SCHOOL DISTRICT**  
**Livingston, New Jersey 07039**

**ADMINISTRATIVE ASSISTANT, TECHNOLOGY**

**QUALIFICATIONS:**

1. BA degree preferred.
2. 3-5 years experience in general or school office environment.
3. Excellent attention to detail, organizational skills and ability to manage multiple complex tasks simultaneously.
4. Strong computer skills and knowledge, including Google Workspace for Education.
5. Ability to demonstrate strong analytical, communication, writing, and interpersonal skills.

**REPORTS TO:** Director of Technology and Innovation

**JOB GOALS:** To work with the Director of Technology to provide a high level of administrative support and confidentiality in district and department activities.

**JOB RESPONSIBILITIES:**

1. Provide administrative and clerical support to the Technology Department.
2. Interacts with the staff, students, parents, and the public in a friendly, service-oriented manner.
3. Answers the telephone to respond to help desk inquiries and routes questions to appropriate department staff when necessary.
4. Input new work orders and assign them to appropriate department staff.
5. Assist in preparation of procedure manuals, handbooks, reports, and other documents.
6. Generate and process vouchers, purchase orders, reports and maintain accurate records of expenditures.
7. Communicate with vendors for system repairs, upgrades, and quotes.
8. Organize, receive, inventory, ship, and track technology supplies and equipment.
9. Manage technology licenses and contracts.
10. Participate in distribution, collection and annual maintenance of devices.
11. High level of organizational proficiency and ability to multitask successfully.
12. Ability to interpret and communicate departmental and district policies, rules, and regulations.
13. Ability to work independently with minimal supervision and initiate and prioritize tasks with or without direction.

This position will also be responsible for all other duties as assigned by the Director of Technology & Innovation.

**TERMS OF EMPLOYMENT:**

This is a twelve month position with compensation to be negotiated with the Superintendent and approved by the Board.

**EVALUATION:**

The performance of this position will be evaluated annually by the Director of Technology & Innovation in accordance with the provisions of the Board's policy on evaluation.

Board Approved:

# **LIVINGSTON SCHOOL DISTRICT**

**Livingston, New Jersey 07039**

## **DISTRICT FACILITY SUPERVISOR**

### **QUALIFICATIONS:**

1. Custodial and supervisory experience required.
2. Knowledge of New Jersey School Building Regulations, Uniform Construction Code, AHERA and PEOSHA Regulations, HVAC systems, Right-to-Know Laws, and pesticide applications.
3. Be enrolled in or have successfully completed the NJ Educational Facility Management Program courses given by Rutgers University (CEFM)
4. Valid NJ driver's license.
5. Working knowledge of Microsoft Word, Excel, web-based work order platforms (SchoolDude), building control platforms (Metasys) and purchase order platforms (Systems 3000).

**REPORTS TO:** Manager of Buildings, Grounds and Operations.

**SUPERVISES:** Custodial and maintenance personnel.

**JOB GOALS:** To oversee custodial operations, building and grounds, and maintenance of the entire District and to ensure a safe, clean, and comfortable environment. The District Facility Supervisor also carries out administrative tasks required to operate and maintain the School District to required standards.

### **JOB RESPONSIBILITIES:**

1. Oversee and supervise various programs related to the operation, maintenance, repairs, cleanliness, safety, and security of all buildings, grounds, athletic facilities, and related equipment. Involvement may be required as needed.
2. Make recommendations for improvement in the effectiveness and efficiency of custodial, maintenance and grounds operations of the campus.
3. Oversee and supervise the inspections of the school and grounds regularly to ensure safety, cleanliness, and attractiveness, and completing and submitting all required work orders.
4. Supervise, monitor, and evaluate the campus operations, custodial and assist with evaluating maintenance personnel. Identify and recommend qualified replacement personnel whenever necessary.
5. Coordinate, supervise and arrange for the adequate supply of cleaning chemicals, custodial supplies, equipment, and tools, ordering replacement in a timely fashion. Provide inventory control to ensure need and proper use and store supplies and chemicals in a safe and approved manner.
6. Coordinate, and supervise a list of supplies, equipment and buildings and grounds deficiencies to be submitted annually for budget review.



7. Report any physical plant needs to the Manager of Buildings and Grounds with recommendations for improvement.
8. Ensure that all applicable fire, safety, health and environmental regulations and laws are observed and exceeded and that no one works in an unsafe or hazardous condition.
9. Respond to, or arrange for coverage for fire, security, and equipment alarms when the building is unoccupied. Regularly have the security of the building checked and ensure that all exit doors are operational, and that all panic hardware, and door access readers are working when buildings are occupied.
10. Coordinate, and supervise the maintenance of heating, ventilation and air conditioning equipment and all other building equipment including the emergency generator. Coordinate, and supervise equipment maintenance logs and computerized work order/pm system.
11. Attend continuing education courses and seek membership in organizations related to employment including topics such as: IAQ, equipment maintenance, staff management, etc.
12. Oversee the Coordination, and supervision with district departments for all indoor and outdoor events and oversee timely preparation of facilities for such events.
13. Oversee the Coordination and scheduling of custodial coverage for weekend and holiday activities.
14. Oversee the Coordination for all deliveries in the campus.
15. Perform any duties and responsibilities that are within the scope of employment, as assigned by the Manager of Buildings and Grounds. Assist with the operations of other schools in the district when Manager of Buildings and Grounds is not available.

#### **TERMS OF EMPLOYMENT:**

This is a twelve-month position with compensation to be negotiated with the Superintendent and approved by the board.

#### **EVALUATION:**

The performance of this position will be evaluated annually in accordance with the provisions of the Board's policy on evaluation.

# **LIVINGSTON SCHOOL DISTRICT**

**Livingston, New Jersey 07039**

## **LHS CAMPUS FACILITY SUPERVISOR**

### **QUALIFICATIONS:**

1. Custodial and supervisory experience required.
2. Knowledge of New Jersey School Building Regulations, Uniform Construction Code, AHERA and PEOSH Regulations, HVAC systems, Right-to-Know Laws, and pesticide applications.
3. Be enrolled in or have successfully completed the NJ Educational Facility Management Program courses given by Rutgers University (CEFM)
4. Valid NJ driver's license.
5. Possession of a Black Seal License upon hire or within first year of employment.
6. Working knowledge of Microsoft Word, Excel, web-based work order platforms (SchoolDude), building control platforms (Metasys) and purchase order platforms (Systems 3000).

**REPORTS TO:** Manager of Buildings and Grounds and Principal.

**SUPERVISES:** LHS operations of custodial and maintenance personnel.

**JOB GOALS:** To oversee custodial operations, building and grounds, and maintenance of the entire Campus to ensure a safe, clean, and comfortable environment. The Campus Facility Supervisor also carries out administrative tasks required to operate and maintain the plant to required standards.

### **JOB RESPONSIBILITIES:**

1. Plan and supervise various programs related to the operation, maintenance, repairs, cleanliness, safety, and security of the campus buildings, grounds, athletic facilities, and related equipment.
2. Make recommendations for improvement in the effectiveness and efficiency of custodial, maintenance and grounds operations of the campus.
3. Inspect the school and grounds regularly to ensure safety, cleanliness, and attractiveness, completing and submitting all required work orders.
4. Supervise, monitor, and evaluate the campus operations and maintenance personnel. Identify and recommend qualified replacement personnel whenever necessary.
5. Maintain an adequate supply of cleaning chemicals, custodial supplies, equipment, and tools, ordering replacement in a timely fashion. Provide inventory control to ensure need and proper use and store supplies and chemicals in a safe and approved manner.
6. Maintain a list of supplies, equipment and buildings and grounds deficiencies to be submitted annually for budget review.

7. Report physical plant needs to the Manager of Buildings and Grounds with recommendations for improvement.
8. Ensure that all applicable fire, safety, health and environmental regulations and laws are observed and exceeded and that no one works in an unsafe or hazardous condition.
9. Respond to, or arrange for coverage for fire, security, and equipment alarms when the building is unoccupied. Regularly have the security of the building checked and ensure that all exit doors are operational, and that all panic hardware, and door access readers are working when buildings are occupied.
10. Manage the maintenance of heating, ventilation and air conditioning equipment and all other building equipment including the emergency generator. Manage equipment maintenance logs and computerized work order/pm system.
11. Attend continuing education courses and seek membership in organizations related to employment including topics such as: IAQ, equipment maintenance, staff management, etc.
12. Coordinate with Athletic Director, and Drama/Theater department for all indoor and outdoor events and oversee timely preparation of facilities for such events.
13. Coordinate and schedule custodial coverage for weekend and holiday activities. Be on call for such events if your presence or involvement is required.
14. Account for all deliveries in the campus.
15. Perform any duties and responsibilities that are within the scope of employment, as assigned by the Principal, the Manager of Buildings and Grounds, and the Assistant Manager of Buildings and Grounds. Assist with the operations of other schools in the district when the Assistant Manager of Buildings and Grounds is not available.

#### **TERMS OF EMPLOYMENT:**

This is a twelve-month position with compensation to be negotiated with the Superintendent and approved by the board.

#### **EVALUATION:**

The performance of this position will be evaluated annually in accordance with the provisions of the Board's policy on evaluation.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE LIVINGSTON BOARD OF EDUCATION  
AND  
THE LIVINGSTON EDUCATION ASSOCIATION**

WHEREAS, the district's school nurses have gone above and beyond during the pandemic; and

WHEREAS, the Administration and the Board would like to show their appreciation for their dedication and all of the work that went into the contact tracing process for staff and students during the 2020-2021 school year; and

WHEREAS, it was discussed on April 15, 2021 in Executive Session to provide a one time only stipends to the school nurses;

THEREFORE, let it be resolved that the parties agree to sign this MOU to provide the following stipends:

LHS School Nurses (contact tracing district coordinators) - \$2,500 each  
All other school nurses - \$500

*Lisa Kindzierski (\$2500)*  
*Carolyn Ross (\$2500)*  
*Dr. Pao-Chu Tseng (\$500)*  
*Enkelejda Dauti (\$500)*  
*Ashley Messer (\$500)*  
*Joellen Milano (\$500)*  
*Kathleen Giordano (\$500)*  
*Hila Gal (\$500)*  
*Marianna Cullen (\$500)*  
*Lisa Garamella (\$500)*

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Pamela Chirls, LBOE Member

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Jennifer Larsen, Negotiations Chair

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Steven K. Robinson, BA/BS

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Anthony Rosamilia, LEA President

**LIVINGSTON PUBLIC SCHOOLS**

*July 14, 2021 LBOE Meeting*

**OUT-OF-SCHOOL SUSPENSIONS**

**May and June 2021**

The District had **4** out-of-school suspensions for the months of May and June 2021.

**ELEMENTARY SCHOOLS** – Total of **0** out-of-school suspensions

**MIDDLE SCHOOLS** – Total of **3** out-of-school suspensions

Substance - 2

Violence - 1

**HIGH SCHOOL** – Total of **1** out-of-school suspension

Breach of School Security - 1

**Bus Evacuation Drills  
2020-2021 School Year**

<b>School</b>	<b>First Drill</b>	<b>Second Drill</b>
Burnet Hill	11/9/2020	5/25/2021
Collins	11/4/2020	6/17/2021
Harrison	11/18/2020	4/28/2021
Heritage	11/18/2020	6/7/2021
Hillside	11/18/2020	4/30/2021
LHS	10/29/2020	5/7/2021
MPE	11/12/2020	6/17/2021
MPM	11/19/2020	5/17/2021
Riker Hill	11/19/2020	4/23/2021

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

The Board of Education shall exercise its rule-making power by adopting, revising, and abolishing bylaws, policies and regulations for the organization operation of the school district. ~~Those policies contained in the 0000 series which address the organization and internal operation of the Livingston Board of Education shall be considered the bylaws of the Board. These bylaws shall be those set by statute and if developed by the Board shall be in harmony with the intent of the statutes.~~

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

### Adoption, Amendment, and Abolishment

Bylaws, policies, and regulations may be adopted and revised at any meeting of the Board, provided the proposed adoption or revision has been approved by the Board at a previous meeting of the Board.

Bylaws, policies, or regulations may be abolished at any meeting of the Board without the proposed abolishing of the proposed bylaw, policy, or regulation being approved by the Board at a previous meeting of the Board.]

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

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

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

### Promulgation and Distribution



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

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

The manual of bylaws, policies, and regulations shall be considered a public record open to inspection in the office of the Business Administrator. The manual retained by the Business Administrator shall be considered the master copy of the manual.

#### Consideration of Bylaws, Policies, and Regulations

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

1. A recommendation for a new or revised bylaw, policy, or regulation shall be recommended to the Board and/or Superintendent;
2. A recommendation for a new or revised bylaw, policy, or regulation may be referred, at the discretion of the Board President and as appropriate to the subject, to the Superintendent, a Board committee, or a public advisory committee for study and formulation of a recommendation to the Board. Any study of a new or revised recommended bylaw, policy, or regulation will consider whether the matter is adequately addressed in existing Board bylaw, policy, or regulation;
3. If a recommendation for a new or revised bylaw, policy, or regulation results from referral for study, a proposed draft will be referred to the Superintendent and at the discretion of the Board President and as appropriate to the subject, to a Board committee;
4. All proposed new and revised bylaws, policies, and regulations shall be submitted to the Superintendent. The Superintendent or designee will review all new and revised draft bylaws, policies, and regulations prior to the Board receiving a draft of new or revised bylaws, policies, or regulations for Board consideration;





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

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

~~The procedures for formulation, adoption and amendment of those policies which are considered bylaws shall be identical to the procedures for all other policies.~~

•

~~The Board of Education's bylaws are rules designed to organize and control its internal operations. Some bylaws are set by statute. Others may be formulated and adopted at its option by the board of education itself as long as they are in harmony with the intent and specifics of the statutes.~~

•

~~In its deliberations leading to the establishment or amendment of its bylaws, the Board's central concern will be for increased efficiency and effectiveness in carrying out its legally mandated tasks.~~

•

~~Proposed new bylaws and suggested amendments to or revisions of existing bylaws shall be adopted by a majority vote of the members of the Board present and voting during the second of two regularly or specially scheduled meetings of the Board. The proposed additions, amendments or revisions shall have been described in writing in the calls for these meetings.~~

•

~~The Board of Education recognizes that one of its most important functions is the establishment of long-range policies for the public schools of this district. The Board acknowledges that these policies must be directed to providing a thorough and efficient education for its students, and must also reflect mature consideration of the will and needs of the community.~~

•

~~The Superintendent or designee shall include at the planning stage those employees who will be affected by revision in current policy and shall give due consideration to suggestions submitted by employees or by groups designated to represent employees.~~



# POLICY

## LIVINGSTON BOARD OF EDUCATION

Bylaws  
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BYLAWSPOLICIES

~~In the interest of efficient administration, the Superintendent shall have the power to decide all matters of detail that may arise for which no specific provision is made in the policies adopted by the Board, but no emergency action shall constitute official Board policy. The Superintendent shall present the matter at the next board meeting so the Board can consider policy to deal with that situation in the future.~~

~~The Board reserves to itself the right to final determination of what shall be the official policy of the school district.~~

~~The passage of time and changing circumstances may alter the Board's point of view. Changes in the law may alter what is allowable or what is required.~~

~~Therefore:~~

- ~~1. The Board shall develop procedures for continuous orderly review of the policies. Any necessary revision shall be made in conformity with this policy;~~
- ~~2. If the terms of the policy are not affected by changes in the law, and the policy still reflects the intent of the Board in the matter, then the policy shall be officially readopted as of that date, and~~
- ~~3. The Board directs the Superintendent or designee to review the rules and regulations implementing any amended or altered policy to ensure that they conform to the intent of the policy as amended or changed.~~

### ~~Formulation, Adoption, Amendment of Administrative Regulations~~

~~The Board of Education delegates to the Superintendent the function of specifying required actions and designing the detailed procedures under which the school will be operated. Such rules and detailed procedures shall constitute the administrative regulations governing the schools.~~

~~These administrative rules and regulations must be consistent with Board contracts and policies, the law, rulings of the Commissioner, and rules of the State Board of Education.~~

~~In the development of rules, regulations, and procedures for the operation of the school system, the Superintendent shall include at the planning stage, whenever appropriate, those employees who will be affected by such provisions.~~





# POLICY

## LIVINGSTON BOARD OF EDUCATION

Bylaws

0131/Page PAGE 1 of NUMPAGES 1  
BYLAWSPOLICIES

~~Such rules and regulations shall be binding on all employees unless or until the board should vote to change or rescind any such rule or regulation following its presentation at a public meeting of the Board. The Board itself will adopt administrative regulations when specific state laws require Board adoption, and may do so when the Chief School Administrator recommends board adoption. The Board reserves the right to review and cause revisions of administrative regulations should they, in the Board's judgment, be inconsistent with the policies adopted by the Board.~~

### ~~Suspension of Policies, Bylaws and Regulations~~

~~The Board of Education has developed a careful and deliberate process of formulating and adopting its policies and bylaws. Requests for suspension of any existing policy or bylaw should receive the same careful consideration.~~

~~Therefore:~~

- ~~1. Any request for a waiver of policy or bylaw shall be considered in light of the policy or bylaw itself, rather than any particular circumstances of the moment;~~
- ~~2. The Board shall decide whether the policy or bylaw still reflects the considered intent of the Board. If it does, the suspension will be denied and the policy or bylaw reaffirmed in the minutes.~~
- ~~3. If the policy or bylaw does not reflect the intent of the Board, then the policy shall be waived by a majority vote of the members of the Board present and voting and development of a revised policy or bylaw shall become the Board's prime policy priority.~~

~~In the event of an emergency requiring immediate action, the Superintendent shall have the power to waive policy or regulation in the single instance. In such cases, the chief school administrator shall report the instance to the Board president immediately, and request reconsideration of the policy at the next regular meeting.~~

Adopted: 13 December 2004



## 2431 ATHLETIC COMPETITION (M)

The Board of Education recognizes the value of athletic competition for both boys and girls as an integral part of the ~~total~~ school experience. ~~Game activities and practice sessions~~ Sports and other athletic activities provide opportunities to learn the values of competition and good sportsmanship.

For the purpose of this Policy, programs of athletic competition include all activities relating to competitive sports contests, games, events, or sports exhibitions involving individual students or teams of students when such events occur within or between schools within this district or with any schools outside this district. The programs of athletic competition shall include, but are not limited to, high school interscholastic athletic programs, middle school interscholastic athletic programs where school teams or squads play teams or squads from other school districts, intramural athletic programs within a school or among schools in the district, and any cheerleading program or activity in the school district.

The Board shall make school facilities, supplies, and equipment available and assign staff members for the support of a program of athletic activities for students in grades 7 through 12. The Board shall provide transportation for all regular season away interscholastic games. Students may be required to provide supplies and students may be required to assume all of the costs of travel and attendance at other athletic events and trips. If any additional costs are to be assumed by the Board of Education, they will be supplemental to those funds raised by the athletic group and will not be derived from any taxpayer monies (i.e., may come from student activity funds or vending proceeds). The Board of Education may assist in funding fees and registration costs or travel for local competitions. .

### Eligibility Standards

A student who wishes to participate in athletic competition must submit, on a form provided by the district, the signed consent of his/her parent. The consent of the parent of a student who wishes to participate in interscholastic or intramural athletics must include an acknowledgment of the physical hazards that may be encountered in the activity in accordance with N.J.A.C. 6A:32-9.1(d) and (e)..

~~Student participation in a program of athletic competition shall be governed by the following eligibility standards.~~

~~In accordance with NJSIAA regulations, no student who reaches the age of 19 prior to September 1 of a school year will be eligible for interscholastic sports and competition during that school year.~~



~~The Board will not allow students who reside in this district and who are not enrolled in the public school to participate in competitive activities.~~

Student participation in athletic competition shall be governed by the following eligibility standards:

To be eligible for participation in the interscholastic athletic program of a New Jersey State Interscholastic Athletic Association (NJSIAA) member school, all high school students must meet, at a minimum, all the eligibility requirements of the Constitution, Bylaws, and Rules and Regulations of the NJSIAA.

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

Secondary grades only:

1. A student in grade 10, 11, or 12 who in the previous school year (including make-up credits from summer school) earned twenty-five percent (30 credits) of the total number of credits required by the State for graduation is eligible for participation in sports in the fall and winter seasons. There are no academic requirements, per state guidelines, for 9<sup>th</sup> grade students who wish to participate in fall and winter sports. However, a 9<sup>th</sup> grade student who wishes to participate in spring sports must conform to the academic standards beginning with the spring season.. A student in grade 9, 10, 11, or 12 who in the fall semester earned twelve and one-half percent (15 credits) of the total number of credits required by the State for graduation is eligible for participation in sports in the spring season. A student who is eligible at the start of a sports season remains eligible for that entire sports season regardless of his/her grades at the end of a marking period.
2. A student who is absent for a school day may not participate in school district sponsored programs of athletic competition the afternoon or evening of that school day.
3. A student who is serving an in-school or out-of-school suspension may not participate in school district sponsored programs of athletic competition while serving the suspension.
4. A student in any grade who fails to demonstrate good citizenship or observe school rules for student conduct may forfeit his/her eligibility for participation in athletic competition.



5. All other eligibility requirement for participation shall be in accordance with the school handbook.

Notice of these eligibility requirements shall be given to students.

#### Required Examinations – Interscholastic or Intramural Team or Squad

Students enrolled in grades six to twelve must receive a medical examination, in accordance with the provisions of N.J.S.A. 18A:40-41.7, prior to participation on a school-sponsored interscholastic or intramural team or squad and any cheerleading program or activity.

An examination of each candidate for a school athletic squad or team shall be conducted within 365 days prior to the first practice session with examinations being conducted at the medical home of the student. The “medical home” is defined as a health care provider and that provider’s practice site chosen by the student’s parent for the provision of health care pursuant to N.J.A.C. 6A:16-1.3. If the student does not have a medical home, the school district shall provide the examination at the school physician’s office or other comparably equipped facility. The parent may choose either the school physician or their own private physician to provide the medical examination. The medical examination shall be conducted in accordance with N.J.S.A. 6A:16-2.2(h)1 and 2. The medical required prior to participation shall be in accordance with the requirements outlined in N.J.A.C. 6A:16-2.2(h)-1 and regulation 2431.2 and shall be documented using the Preparticipation Physical Evaluation for required by the Department of Education.

The school district shall distribute the Commissioner of Education developed sudden cardiac arrest pamphlet to a student participating in or desiring to participate in an athletic activity, as defined in N.J.S.A. 18A:40-41.e., and the student’s parent(s) shall each year and prior to participation by the student in an athletic activity comply with the requirements of N.J.S.A. 18A:40-41.d.

The school district shall annually distribute the Commissioner of Education developed educational fact sheet relative to use and misuse of opioid drugs for sports related injuries to parents of students who participate in athletic activities and comply with the requirements of N.J.S.A. 18A:40-41.10.

Information concerning a student’s HIV/AIDS status shall not be required as part of the medical examination or health history pursuant to N.J.S.A. 26:5C-1 et seq. The health findings of this medical examination shall be maintained as part of the student’s health record.





## Emergency Procedures

Athletic coaches shall be trained in first aid to include sports-related concussion and head injuries, the use of a defibrillator, the identification of student-athletes who are injured or disabled in the course of any athletic program or activity, and any other first aid procedures or other health related trainings required by law or the Superintendent.

The Superintendent or designee shall establish and implement an emergency action plan for responding to a serious or potentially life-threatening sports-related injury in accordance with N.J.S.A. 18A:40-41.11. The plan shall document the proper procedures to be followed when a student sustains a serious injury while participating in sports or other athletic activity in accordance with N.J.S.A. 18A:40-41.11.

The emergency action plan shall be reviewed annually and updated as necessary. The plan shall be rehearsed annually in each school by the individuals who will be responsible for executing the plan in an emergency pursuant to N.J.S.A. 18A:40-41.11.]

The Superintendent or designee shall prepare procedures for responding to a non-serious or non-life-threatening injury sustained by a student while participating in sports or other athletic activity. These procedures shall be reviewed annually, updated as necessary, and disseminated to appropriate staff members.

~~The Superintendent shall prepare and present to the Board for its approval procedures for the emergency treatment of injuries and disabilities that occur in the course of any athletic program or activity. Emergency procedures shall be reviewed not less than once in each school year and shall be disseminated to appropriate staff members.~~

## Interscholastic Standards

The Board shall approve annually a program of interscholastic athletics and shall require that all facilities utilized in that program, whether or not the property of this Board, properly safeguard both players and spectators and are kept free from hazardous conditions.

The Board adopts the Constitution, Bylaws, Rules and Regulations of the New Jersey State Interscholastic Athletic Association and shall review such rules annually to ascertain that they continue to be in conformity with the objectives of this Board.



The Superintendent shall annually prepare, approve, and present to the Board for its consideration a program of intramural and interscholastic athletics. A complete schedule of all practices and competitions shall be maintained on the district's web site.

The Superintendent shall prepare rules for the conduct of students participating in interscholastic athletics that will conform to rules of the State Board of Education and the New Jersey State Interscholastic Athletic Association.

This entire policy shall be in accordance with NJSIAA regulations.

All individuals attending competitions shall be held to Policy #9150 – School Visitors and Policy # 9160 – Public Attendance at School Events. The District does not authorize live streaming within the schools or at school events without the prior approval of the Superintendent or his/her designee.

N.J.S.A. 2C:21-11

N.J.S.A. 18A:11-3 et seq.; 18A:40-41; 18A:40-41.10; 18A:40-41.11

N.J.A.C. 6A:7-1.7(d); 6A:16-1.3; 6A:16-2.1 et seq.; 6A:32-9.1

Adopted: March 22, 2010

Revised: December 9, 2013

Revised: April 27, 2015

Revised: October 15, 2018





# REGULATION

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

A. Definitions

1. "Athletic Activity" means interscholastic athletics; an athletic contest or competition, other than interscholastic athletics, that is sponsored by or associated with a school district or nonpublic school, including cheerleading and club-sponsored sports activities; and any practice or interschool practice or scrimmage for those activities.
- ~~4. "Programs of athletic competition" means all activities relating to competitive sports contests, games, events, or sports exhibitions involving individual students or teams of students when such events occur within or between schools within this district or with any schools outside this district. The programs of athletic competition shall include, but are not limited to, high school interscholastic athletic programs, middle school interscholastic athletic programs where school teams or squads play teams or squads from other school districts, intramural athletic programs within a school or among schools in the district, and any cheerleading program or activity in the school district.~~
2. "Health personnel" means the school nurse, the school medical inspector, the designated team doctor, a licensed physician, ~~the licensed athletic trainer,~~ and members of the first aid squad or ambulance team.
3. "Parent" means the natural parent(s) or adoptive parent(s), legal guardian(s), foster parent(s) or parent surrogate(s) of a student. Where parents are separated or divorced, "parent" means the person or agency who has legal custody of the student, as well as the natural or adoptive parent(s) of the student, provided such parental rights have not been terminated by a court of appropriate jurisdiction.
- ~~4. "Student" means a student enrolled in this district and a student enrolled in any district who is present in this district for the purpose of participating in a program of athletic competition sponsored by the Board of Education.~~

B. Precautions



# REGULATION

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

C. Emergency Action Plan and Procedures

1. The Board of a school district with any of the grades six through twelve shall establish and implement an emergency action plan for responding to a serious or potentially life-threatening sports-related injury in accordance with N.J.S.A. 18A:40-41.11. The plan shall document the proper procedures to be followed when a student sustains a serious injury while participating in sports or other athletic activity. The plan shall be specific to the activity site, and shall be developed in consultation with local emergency medical services personnel in accordance with N.J.S.A. 18A:40-41.11.



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2. The following ~~emergency action plan procedures~~ shall be establish and implemented whenever a student ~~athlete is seriously injured when participating in sports or other athletic activity or disabled in the course of an athletic practice or competition sponsored by this district.~~ The emergency action plan shall include the following:
  - a. A list of the employees, team coaches, and licensed athletic trainers in each school who are trained in first aid or cardio-pulmonary resuscitation;
  - b. Identification of the employees, team coaches, or licensed athletic trainers in each school who will be responsible for carrying out the emergency action plan and a description of their respective responsibilities;
  - c. Identification of the activity location or venue;
  - d. Identification of the equipment and supplies that may be needed to respond to the emergency, including the location of each item; and
  - e. A description of the proper procedures to be followed after a student sustains a serious or life threatening sports-related injury including, but not limited to, responding to the injured student, summoning emergency medical care, assisting emergency responders in getting to the injured student, and documenting the actions taken during the emergency.
3. The emergency action plan shall be reviewed annually and updated as necessary. The plan shall be rehearsed annually in each school by the individuals who will be responsible for executing the plan in an emergency pursuant to N.J.S.A. 18A:40-41.11.
4. The proper procedures to be followed after a student sustains a serious or life-threatening sports-related injury while participating in sports or other athletic activity shall include, but not be limited to, the following components:
  1. The athletic coach ~~or supervising staff member~~ shall immediately notify the health personnel present at the activity and the health personnel shall assume responsibility for the emergency treatment of the student.
  2. If no health personnel are present, or if none can be immediately summoned to the student's aid, the athletic coach ~~or supervising staff member~~ shall administer such first aid as may be necessary.



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3. If the student's injury ~~or disability~~ requires more than routine first aid, the athletic coach ~~or supervising staff member~~ shall:

- ~~a~~(1). Summon emergency personnel by calling 911; or

- ~~b~~(2) Arrange for the student's transportation to the nearest hospital or the office of the school ~~physician~~~~medical inspector~~.

4. The athletic coach or ~~supervising staff member~~ ~~his/her designee~~ shall promptly notify the Athletic Director and the student's parent(s) ~~or legal guardian(s)~~ of the student's injury ~~or disability~~ and the condition and location of the student.

5. An injured ~~or disabled~~ student who has been transported away from school premises must be accompanied by the athletic coach ~~or supervising staff member~~, a member of the athletic department, a health professional, or other responsible adult known to the athletic coach ~~or supervising staff member~~.

6. These emergency procedures ~~shall~~~~may~~ be followed when the injured ~~or disabled~~ student is a member of a visiting team or district. In the event the visiting team has health personnel or staff members present, every effort shall be made to cooperate with the health personnel and/or staff of the district in which the student is enrolled.

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

The Superintendent or designee shall prepare procedures for responding to a ~~non-serious or non-life-threatening injury~~ sustained by a student while participating in sports or other athletic activity. These procedures shall be reviewed annually and updated as necessary and shall be disseminated to appropriate staff members.

## ~~DE~~. Reports

1. The athletic coach ~~or supervising staff member~~ shall complete and file a report of every injury ~~or disability~~ that occurs to a student in the course of his/her participation in ~~sports or other athletic activity~~~~the athletic program of this district~~, regardless of the severity of the injury ~~or disability~~. The report shall include:





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- a. The date of the incident;
  - b. The name, age, ~~and~~ grade level, ~~and gender~~ of each injured ~~or disabled~~ student;
  - c. The district in which the student is enrolled;
  - d. The name and district of each student involved in the incident;
  - e. A narrative account of the incident;
  - f. A detailed description of the injury ~~or disability~~;
  - g. The treatment given on school premises and the names of the health personnel, if any, who treated the student;
  - h. The place, if any, to which the student was taken and the persons who accompanied the student; and
  - i. ~~How A memorandum of the notice was provided given to the student's parent(s) or legal guardian(s).~~
2. Copies of the report shall be filed with the school nurse and the Building Principal within twenty-four hours or by the end of the next school day after the incident.
  3. The Building Principal shall report the incident to the Superintendent, who may report the incident to the Board.
  4. A copy of each report of an incident of student injury ~~or disability~~ that occurs in the course of ~~the sport or other athletic activity~~ ~~athletic activities~~ shall be maintained by the ~~Principal or designee athletic director~~, who shall analyze reports for patterns that indicate a need for revision of the district's safety and/or athletics program. The ~~Principal or designee athletic director~~ shall report the findings of his/her analysis to the Superintendent ~~on an annual basis~~ ~~at the close of each sport season~~.
  5. The parent(s) ~~or legal guardian(s)~~ of each injured ~~or disabled~~ student will be given assistance in the completion and filing of insurance claim forms.



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**EF.** Readmission to Athletic Activities

A student who sustains a serious or potentially life-threatening injury while participating in a sport or other athletic activity will be permitted to resume participation upon submission of written medical clearance from the student's medical home, which shall be subject to review by school district health personnel. Written notice of that determination, approved by the school health personnel as appropriate, shall be given to the student's parent(s).

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

~~A student injured or disabled in the course of an athletic activity will be permitted to participate in athletic competition only on the written permission of the school medical inspector or designated team doctor, who must first examine the student to determine his/her fitness to participate in athletics. Written notice of that determination, signed by the school medical inspector or designated team doctor as appropriate, shall be given to the student's parent(s) or legal guardian(s). The prevention and treatment of suspected sports-related concussions and head injuries shall be in accordance with the provisions of N.J.S.A. 18A:40-41.1 et seq. and Policy and Regulation 2431.4.~~

Adopted: March 27, 2017



## 2464 GIFTED AND TALENTED PUPILS (M)

The Board of Education recognizes its responsibility to identify gifted and talented pupils within the school district and to provide these pupils appropriate instructional adaptations and services. To that end, the Board directs each such pupil in the school district to be identified and offered an appropriate educational program and services.

For purposes of this policy, gifted and talented pupils will be defined as those exceptionally able pupils who possess or demonstrate high levels of abilities, in one or more content areas, when compared to their chronological peers in the district and who require modification of their educational program if they are to achieve in accordance with their capabilities.

For the purpose of this Policy, “instructional adaptation” means an adjustment or modification to instruction enabling a student who is gifted and talented to participate in, benefit from, and demonstrate knowledge and application of the New Jersey Student Learning Standards in one or more content areas at the instructional level of the student, not just the student’s grade level.

The Superintendent of Schools or designee shall ensure that the appropriate instructional adaptations are designed for students who are gifted and talented.

~~The Superintendent will develop appropriate curricular and instructional modifications to be used for gifted and talented pupils indicating content, process, products and learning environments.~~

The Superintendent will develop procedures, using multiple measures, for an ongoing identification process and appropriate educational challenges for gifted and talented pupils initiated in Pre-Kindergarten in order to identify student strengths in intellectual ability, creativity, or a specific academic area. The district shall ensure equal access to a continuum of gifted and talented education services. The identification process shall include consideration of all students, including those who are English language learners and those with Individualized Education Plans or 504 Plans. ~~and reviewed annually through grade twelve. The identification methodology will be developmentally appropriate, non-discriminatory and related to the programs and services offered by the district. These procedures will be reviewed annually.~~

The Superintendent or designee will develop and document appropriate curricular and instructional modifications used for gifted and talented students indicating content, process, products, and learning environments, and including, but not limited to, additional education activities such as academic competitions, guest speakers, and lessons with a specialist.

The Superintendent or designee will take into consideration the Gifted Programming Standards, Position Statements, and White Papers of the National Association for Gifted Children in identifying and serving gifted and talented students.

The district will provide the time and resources to develop, review, and enhance instructional tools with modifications for helping gifted and talented students acquire and demonstrate mastery of the required knowledge and skills specified by the standards at the instructional level of the student.

The district will actively assist and support professional development for teachers, educational services staff, and school leaders in the area of gifted and talented instruction.

The district shall file with the New Jersey Department of Education Coordinator for Gifted and Talented Services a report by October 1, 2020 and thereafter on a schedule that coincides with the school district's New Jersey Quality Single Accountability Continuum (QSAC) review pursuant to N.J.S.A. 18A:7A-11. The report shall include, but not be limited to, the gifted and talented continuum of services, policies, and procedures implemented in the school district; the total number of students receiving gifted and talented services in each grade level Kindergarten through grade twelve disaggregated by race, gender, special education designation, and English language learner designation; the professional development opportunities provided for teachers, educational services staff, and school leaders about gifted and talented students, their needs, and educational development; and the number of staff employed by the school district whose job responsibilities include identification of and providing services to gifted and talented students. Programs for gifted and talented students will be periodically evaluated for their continuing efficacy and adjusted accordingly.

The parent of any student identified as gifted or talented shall be consulted regarding any program designed to address the student's particular needs.

An individual who believes that the district has not complied with the provisions of N.J.S.A. 18A:35-34 et seq. may file a complaint with the Board of Education. This policy for filing a complaint shall be linked to the homepage of the Board's Internet website. The Board shall issue a decision, in writing, to affirm, reject, or modify the district's action in the matter. The individual may then file a petition of appeal of the Board's written decision to the Commissioner of Education through the Office of Controversies and Disputes in accordance with N.J.S.A. 18A:6-9 and the procedures set forth in State Board of Education regulations.



# POLICY

## LIVINGSTON BOARD OF EDUCATION

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GIFTED AND TALENTED PUPILS (M)

The district shall make detailed information available on its website regarding the policies, procedures and criteria used to identify students as gifted and talented and the continuum of services offered to gifted and talented students. The educational program offered to gifted and talented students will encourage and challenge them in the specific areas of their abilities, but will not replace the basic instructional program of the various grades of this district. ~~The Superintendent will take into consideration the Pre-Kindergarten through Grade Twelve Gifted Programming Standards of the National Association for Gifted Children in developing programs for gifted and talented students. The educational program offered to gifted and talented students will encourage and challenge them in the specific areas of their abilities, but will not replace the basic instructional program of the various grades of this district. The program offered to a gifted and talented student may be infused into the student's regular instructional program or may include pull-out programming, provided that a written description of the infusion has been prepared and filed in the student's record.~~

~~Programs for the gifted and talented will be periodically evaluated for their continuing efficacy and adjusted accordingly.~~

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# POLICY

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## LIVINGSTON BOARD OF EDUCATION

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GIFTED AND TALENTED PUPILS (M)

~~The parent of any pupil identified as gifted or talented shall be consulted regarding any program designed to address the pupil's particular needs.~~

N.J.S.A. 18A:61A-2; 18A:35-4.16; 18A:35-34 through 39\*

N.J.A.C. 6A:8-1.3; 6A:8-3.1(a)5.

P.L. 108-382, Sec. 10201 et seq.

Adopted: 18 June 2012

Revised: November 26, 2018

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3142 NONRENEWAL OF NONTENURED TEACHING STAFF MEMBER

The Board of Education recognizes its obligation to employ only those professional staff members best trained and equipped to meet the educational needs of the students of this district. The Board shall discharge that obligation by retaining in service only those nontenured teaching staff members who meet those standards. The Board will renew the employment contract of a **nontenured** teaching staff member only upon the recommendation of the Superintendent and by a recorded roll call majority vote of the full membership of the Board. The Board shall not withhold its approval for arbitrary and capricious reasons. A nontenured teaching staff member who is not recommended for renewal by the Superintendent is deemed nonrenewed.

When the nontenured teaching staff member's performance does not meet the standards of the **school** district, the Superintendent shall recommend not to renew the teaching staff member's contract. Prior to notifying the nontenured teaching staff member of the nonrenewal, the Superintendent will notify the Board of the recommendation not to renew the nontenured teaching staff member's contract and the reasons for the recommendation. The Superintendent may notify the Board in a written notice or in executive session at a full Board Meeting. In the event the Board is notified in executive session, the Superintendent will comply with the requirements of the Open Public Meetings Act and provide reasonable notice to the nontenured teaching staff member their employment will be discussed in executive session in order for the nontenured teaching staff member to exercise their statutory right to request a public discussion.

On or before May 15 of each year, each nontenured teaching staff member continuously employed by a Board of Education since the preceding September 30 shall receive a written notice from the Superintendent that such employment will not be offered if the Superintendent recommends the nontenured teaching staff member not be renewed. ~~The Superintendent shall notify each nontenured teaching staff member to whom reemployment will not be offered of such nonrenewal in writing on or before May 15. Any non-tenured teaching staff member who receivedreceiving written notice that a teaching contract for the succeeding year will not be offered may, within fifteen calendar days thereafter, of receiving such notification request in writing a statement of the reasons for such non-employment which shall be given to the nontenured staff member in writing within thirty calendar nonrenewal. The Superintendent will provide a written statement of reasons within thirty days after the receipt of any such request.~~

Whenever the nontenured teaching staff member has requested in writing and received a written statement of reasons for non-reemployment , pursuant to N.J.S.A. 18A:27-3.2, the nontenured teaching staff member may request in writing an informal appearance before the



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Board. The written request shall be submitted to the Board within ten calendar days of the nontenured teaching staff member's receipt of the Board's statement of reasons. The informal appearance shall be scheduled within thirty calendar days from the nontenured teaching staff member's receipt of the Board's statement of reasons. ~~the nontenured teaching staff member shall have the right to an informal appearance before the Board to permit the staff member an opportunity to convince the members of the Board to offer reemployment. The staff member must request the appearance before the Board within ten calendar days of the nontenured teaching staff member's receipt of the statement of reasons. The informal appearance before the Board shall be held in accordance with the provisions of N.J.A.C. 6A:10-8.1.~~

The Board is not required to offer reemployment or vote on reemployment after an informal appearance with a nontenured teaching staff member who was not recommended for reemployment by the Superintendent. The Board may, with a majority vote of its full membership in public session and without the recommendation of the Superintendent, offer the nontenured teaching staff member reemployment after the informal appearance before the Board. ~~Within three working days following the informal appearance, the Board shall notify the affected nontenured teaching staff member, in writing, of its final determination. The nontenured teaching staff member will be notified of the Board's final determination within three days following the informal appearance before the Board.~~

N.J.S.A. 18A:27-3.1; 18A:27-3.2; 18A:27-4.1; 18A:27-10 et seq.

N.J.A.C. 6A:10-~~89~~.1

**ADOPTED: 09 October 2006**

**REVISED: 27 January 2014**





## 3221 EVALUATION OF TEACHERS (M)

The Board of Education recognizes the importance of teacher effectiveness to further the development of a professional corps of educators and to increase student achievement. The Board of Education adopts Policy and Regulation 3221 for the evaluation of teachers consistent with the Teacher Effectiveness and Accountability for the Children of New Jersey Act (TEACHNJ) and the AchieveNJ administrative codes. This Policy and Regulation provides the provisions and requirements for teacher evaluations consistent with TEACHNJ and AchieveNJ.

For the purposes of Policy and Regulation 3221, “teacher” means a teaching staff member holding the position of teacher and holding a valid and effective standard, provisional, or emergency instructional certificate.

~~The rules in N.J.A.C. 6A:10 – Educator Effectiveness shall not override any conflicting provision(s) of collective bargaining agreements or other employment contracts in effect on July 1, 2013 and no~~ No collective bargaining agreement entered into after July 1, 2013, shall conflict with the educator evaluation system established pursuant to N.J.A.C. 6A:10-1.1 et seq. or any other specific statute or regulation, nor shall topics subject to bargaining involve matters of educational policy or managerial prerogatives. All information contained in annual performance reports and all information collected, compiled, and/or maintained by employees for the purpose of conducting the educator evaluation process pursuant to N.J.A.C. 6A:10-1.1 et seq., including, but not limited to, digital records, shall be confidential and shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

The Board shall annually adopt evaluation rubrics for teachers which shall be submitted to the Commissioner of Education by August ~~June~~ 1 for approval by August 15 of each year. The evaluation rubrics shall have four defined annual ratings: ineffective, partially effective, effective, and highly effective. The Board shall meet the requirements as outlined in N.J.A.C. 6A:10-2.2(a) for the annual evaluation of teachers and shall ensure the training procedures as outlined in N.J.A.C. 6A:10-2.2(b) are followed when implementing the evaluation rubrics for all teachers. A District Evaluation Advisory Committee may ~~shall~~ be established in accordance with the requirements of N.J.A.C. 6A:10-2.3.

The minimum requirements for the evaluation procedures for teachers as outlined in N.J.A.C. 6A:10-2.4 shall be followed. For each teacher rated ineffective or partially effective on the annual summative evaluation rating, as measured by the evaluation rubrics, a corrective action plan shall be developed in accordance with the provisions of N.J.A.C.



6A:10-2.5. A School Improvement Panel shall be established in accordance with N.J.A.C. 6A:10-3.1 with the responsibilities outlined in N.J.A.C. 6A:10-3.2.

The components of the teacher evaluation rubrics as described in N.J.A.C. 6A:10-4.1 shall apply to teachers. Measures of student achievement, as outlined in N.J.A.C. 6A:10-4.2, shall be used to determine impact on student learning. Teacher observations shall be conducted in accordance with the provisions of N.J.A.C. 6A:10-4.4 and N.J.S.A. 18A:27-3.1. Observers shall conduct the observations pursuant to N.J.S.A. 18A:6-123.b.(8) and N.J.A.C. 6A:10-2.5 and 3.2, and they shall be trained pursuant to N.J.A.C. 6A:10-2.2(b).

The teacher practice instrument approved by the Department of Education shall meet the criteria as outlined in N.J.A.C. 6A:10-6.2.

The Superintendent shall annually notify all teachers of the adopted evaluation policies and procedures/regulations no later than October 1. If a teacher is hired after October 1, the Superintendent shall notify the teacher of the policies and procedures/regulations at the beginning of his or her employment. All teachers shall be notified of amendments to the policy and procedures/regulations within ten teacher working days of adoption.

N.J.S.A. 18A:6-117 et seq.; N.J.S.A. 18A:27-3.1.

N.J.A.C. 6A:10-1.1 through 1.4; 6A:10-2.1 through 2.5

N.J.A.C. 6A:10-3.1 and 3.2; N.J.A.C. 6A:10-4.1 through 4.4

N.J.A.C. 6A:10-6.1 and 6.2

Adopted: January 27, 2014

Revised: July 19, 2017



# REGULATION

## R 3221 EVALUATION OF TEACHERS (M)

### A. Definitions – N.J.A.C. 6A:10-1.2

The following words and terms shall have the following meanings when used in Policy and Regulation 3221 unless the context clearly indicates otherwise:

“Announced observation” means an observation in which the person conducting an observation for the purpose of evaluation will notify the teacher of the date and the class period the observation will be conducted.

“Annual performance report” means a written appraisal of the teacher’s performance prepared by the teacher’s designated supervisor based on the evaluation rubric for his or her position.

“Annual summative evaluation rating” means an annual evaluation rating that is based on appraisals of educator practice and student performance, and includes all measures captured in a teacher’s evaluation rubric. The four summative performance categories are ineffective, partially effective, effective, and highly effective.

“Calibration” in the context of educator evaluation means a process to monitor the competency of a trained evaluator to ensure the evaluator continues to apply an educator practice instrument accurately and consistently according to the standards and definitions of the specific instrument.

“Chief School Administrator” means the Superintendent of Schools or the Administrative Principal if there is no Superintendent.

“Commissioner” means Commissioner of the New Jersey Department of Education.

“Co-observation” means two or more supervisors who are trained on the practice instrument who observe simultaneously, or at alternate times, the same lesson or portion of a lesson for the purpose of training.

“Corrective Action Plan” means a written plan developed by the designated supervisor in collaboration with the teacher to address deficiencies as outlined in an evaluation. The corrective action plan shall include timelines



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for corrective action, responsibilities of the individual teacher and the school district for implementing the plan, and specific support that the district shall provide as defined in N.J.S.A. 18A:6-119.

“Department” means the New Jersey Department of Education.

“Designated Supervisor” means the supervisor designated by the Superintendent of Schools or designee as the teacher’s supervisor.

“District Evaluation Advisory Committee” means a group created to oversee and guide the planning and implementation of the Board of Education’s evaluation policies and procedures as set forth in N.J.A.C. 6A:10-2.3.

“Educator practice instrument” means an assessment tool that provides: scales or dimensions that capture competencies of professional performance; and differentiation of a range of professional performance as described by the scales, which must be shown in practice and/or research studies. **The scores from the teacher practice instrument are components of the teacher’s evaluation rubric and the scores are included in the summative evaluation rating for the individual. The scores from educator practice instruments may be applied to the teacher’s summative evaluation rating in a manner determined by the school district.**

“Evaluation” means an appraisal of an individual’s professional performance in relation to his or her job description, professional standards, and Statewide evaluation criteria that incorporates analysis of multiple measures of student achievement or growth and multiple data sources.

“Evaluation” means an appraisal of an individual’s professional performance in relation to his or her job description and professional standards based on, when applicable, the individual’s evaluation rubric.

“Evaluation rubrics” means a set of criteria, measures, and processes used to evaluate all teachers in a specific school district or local education agency. Evaluation rubrics consist of measures of professional practice, based on educator practice instruments and student outcomes. Each Board of Education will have an evaluation rubric specifically for teachers, another





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specifically for Principals, Vice Principals, and Assistant Principals, and evaluation rubrics for other categories of teaching staff members.

“Indicators of student progress and growth” means the results of assessment(s) of students as defined in N.J.A.C. 6A:8, Standards and Assessment.

“Individual professional development plan” is as defined in N.J.S.A. 18A:6-119.

“Job description” means a written specification of the function of a position, duties and responsibilities, the extent and limits of authority, and work relationships within and outside the school and school district.

“Observation” means a method of collecting data on the performance of a teacher's assigned duties and responsibilities. An observation for the purpose of evaluation will be included in the determination of the annual summative evaluation rating and shall be conducted by an individual employed in the school district in a supervisory role and capacity and possessing a school administrator, Principal, or supervisor endorsement as defined in N.J.A.C. 6A:9-1.1.

“Post-observation conference” means a meeting, either in-person or remotely, between the supervisor who conducted the observation and the teacher for the purpose of evaluation to discuss the data collected in the observation.

“Scoring guide” means a set of rules or criteria used to evaluate a performance, product, or project. The purpose of a scoring guide is to provide a transparent and reliable evaluation process. ~~Teacher~~ **Educator** practice instruments include a scoring guide that an evaluator uses to structure his or her assessments and ratings of professional practice.

“Semester” means half of the school year.

“Signed” means the name of one physically written by oneself or an electronic code, sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.



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“Student growth objective” means an academic goal that teachers and designated supervisors set for groups of students.

“Student growth percentile” means a specific metric for measuring individual student progress on Statewide assessments by tracking how much a student’s test scores have changed relative to other students Statewide with similar scores in previous years.

“Superintendent” means Superintendent of Schools or Chief School Administrator.

“Supervisor” means an appropriately certified teaching staff member, as defined in N.J.S.A. 18A:1-1, or Superintendent employed in the school district in a supervisory role and capacity, and possessing a school administrator, Principal, or supervisor endorsement as defined in N.J.A.C. 6A:9B-12.

“Teacher” means a teaching staff member who holds the appropriate standard, provisional, or emergency instructional certificate issued by the Board of Examiners and is assigned to a class roster of students for at least one particular course.

~~“Teacher practice instrument” means an assessment tool that provides scales or dimensions that capture competencies of professional performance, and differentiation of a range of professional performance as described by the scales, which must be shown in practice and/or research studies. The scores from the teacher practice instrument are components of the teacher’s evaluation rubrics and the scores are included in the summative evaluation rating for the individual.~~

“Unannounced observation” means an observation in which the person conducting an observation for the purpose of evaluation will not notify the teacher of the date or time the observation will be conducted.

- B. Applicability of Rules on Collective Bargaining Agreements – N.J.A.C. 6A:10-1.3



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~~The rules in N.J.A.C. 6A:10-1.1 et seq. shall not override any conflicting provision(s) of collective bargaining agreements or other employment contracts entered into by a school district in effect on July 1, 2013. No~~ collective bargaining agreement entered into after July 1, 2013, shall conflict with the educator evaluation system established pursuant to N.J.A.C. 6A:10-1.1 et seq. or any other specific statute or regulation, nor shall topics subject to bargaining involve matters of educational policy or managerial prerogatives.

C. Educator Evaluation Data, Information, and Annual Performance Reports – N.J.A.C. 6A:10-1.4

All information contained in annual performance reports and all information collected, compiled, and/or maintained by employees of the Board of Education for the purposes of conducting the educator evaluation process pursuant to N.J.A.C. 6A:10-1.1 et seq., including, but not limited to, digital records, shall be confidential. Such information shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. Nothing contained in N.J.A.C. 6A:10-1.1 et seq. shall be construed to prohibit the Department or a School District from, at its discretion, collecting evaluation data pursuant to N.J.S.A. 18A:6-123.e or distributing aggregate statistics regarding evaluation data.

D. Evaluation of Teachers – N.J.A.C. 6A:10-2.1

1. The Board of Education ~~shall~~ annually ~~shall~~ adopt evaluation rubrics for teachers. The evaluation rubrics shall have four defined annual ratings: ineffective, partially effective, effective, and highly effective.
2. The evaluation rubrics for teachers shall include all other relevant minimum standards set forth in N.J.S.A. 18A:6-123. (P.L. 2012, c. 26, § 17c).
3. Evaluation rubrics shall be submitted to the Commissioner by ~~June~~ August 1 for approval by August 15 of each year.



# REGULATION

E. Duties of the Board of Education – N.J.A.C. 6A:10-2.2

1. The Board of Education shall meet the following requirements for the annual evaluation of teachers, unless otherwise specified:
  - a. Establish a District Evaluation Advisory Committee to oversee and guide the planning and implementation of the Board of Education's evaluation policies and procedures as set forth in N.J.A.C. 6A:10-2 et seq.;
  - b. Annually adopt policies and procedures developed by the Superintendent pursuant to N.J.A.C. 6A:10-2.4, including the evaluation rubrics approved by the Commissioner pursuant to N.J.A.C. 6A:10-2.1(c):
    - (1) The Superintendent shall develop policies and procedures that, at a minimum, ensure student performance data on the Statewide assessment is, upon receipt, promptly distributed or otherwise made available to ~~teaching staff members~~ who were primarily responsible for instructing the applicable students in the school year in which the assessment was taken, as well as to ~~teaching staff members~~ who are or will be primarily responsible for instructing the applicable students in the subsequent school year.
  - c. Ensure the Superintendent annually notifies all teachers of the adopted evaluation policies and procedures no later than October 1. If a teacher is hired after October 1, the Board/Superintendent shall notify the teacher of the policies and procedures at the beginning of his or her employment. All teachers shall be notified of amendments to the policy and procedures within ten ~~teacher~~ working days of adoption;
  - d. Annually adopt by June 1, any Commissioner-approved ~~teacher~~educator practice instruments and, as part of the process described at N.J.A.C. 6A:10-2.1(c), notify the Department which instruments will be used as part of the school district's evaluation rubrics;



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- e. Ensure the Principal of each school within the school district has established a School Improvement Panel pursuant to N.J.A.C. 6A:10-3.1. The panel shall be established annually by August 31 and shall carry out the duties and functions described in N.J.A.C. 6A:10-3.2;
  - f. Ensure data elements are collected and stored the data in an accessible and usable format. Data elements shall include, but not be limited to, scores or evidence from observations for the purpose of evaluation and student growth objective data; and
  - g. Ensure the Superintendent or designee certifies to the Department that any observer who conducts an observation of a teacher for the purpose of evaluation as described in N.J.A.C. 6A:10-4.4; N.J.A.C. 6A:10-5.4 and N.J.A.C. 6A:10-6-2, shall meet the statutory observation requirements of N.J.S.A. 18A:6-119; 18A:6-123.b(8); and N.J.S.A. 18A:27-3.1 and the teacher member of the School Improvement Panel requirements of N.J.A.C. 6A:10-3.2.
2. The Board of Education, through the Superintendent, shall ensure the following training procedures are followed when implementing the evaluation rubric for all teachers and, when applicable, applying the Commissioner-approved educator practice instrument:
- a. Annually provide training on and descriptions of each component of the evaluation rubric for all teachers who are being evaluated in the school district and provide more thorough training for any teacher who is being evaluated for the first time. Training shall include detailed descriptions of all evaluation rubric components including, when applicable, detailed descriptions of student achievement measures and all aspects of the educator practice instrument;
  - b. Annually provide updates and refresher training for any supervisors who are conducting evaluations in the school district and more thorough training for any supervisor who will evaluate teachers for the first time. Training shall be



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provided on each component of the evaluated teacher's evaluation rubric before the evaluation of the teacher;

- c. Annually require each supervisor who will conduct observations for the purpose of evaluation of a teacher to complete at least two co-observations during the school year:
  - (1) Co-observers shall use the co-observation to promote accuracy and consistency in scoring;
  - (2) A co-observation may count as one required observation for the purpose of evaluation pursuant to N.J.A.C. 6A:10-4.4, as long as the observer meets the requirements set forth in N.J.A.C. 6A:10-4.3 and 4.4, but the co-observations shall not count as two or more required observations. If a co-observation counts as one required observation, the score shall be determined by the teacher's designated supervisor .
- e. The Superintendent shall annually certify to the Department that all supervisors of teachers in the school district who are utilizing evaluation rubrics have completed training on and have demonstrated competency in applying the evaluation rubrics.

## F. District Evaluation Advisory Committee – N.J.A.C. 6A:10-2.3

- 1. Members of the District Evaluation Advisory Committee shall include representation from the following groups: teachers from each school level represented in the school district; central office administrators overseeing the teacher evaluation process; supervisors involved in teacher evaluation, when available or appropriate; and administrators conducting evaluations, including a minimum of one administrator conducting evaluations who participates on a School Improvement Panel. Members also shall include the Superintendent, a special education administrator, a parent, and a member of the Board of Education.



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2. The Superintendent may extend membership on the District Evaluation Advisory Committee to representatives of other groups and to individuals.
3. ~~Beginning in 2018-2019, the~~A District Evaluation Advisory Committees ~~is not shall no longer be required and the Board of Education shall have the discretion to establish a continue the~~ District Evaluation Advisory Committee.

G. Evaluation Procedures for Teachers – N.J.A.C. 6A:10-2.4

1. The provisions outlined in Policy and Regulation 3221 and N.J.A.C. 6A:10-2.4 shall be the minimum requirements for the evaluation of teachers.
2. Evaluation policies and procedures requiring the annual evaluation of all teachers shall be developed under the direction of the Superintendent, who may consult with the District Evaluation Advisory Committee or representatives from School Improvement Panels, and shall include, but not be limited to, a description of:
  - a. Roles and responsibilities for implementation of evaluation policies and procedures;
  - b. Job descriptions, evaluation rubrics for teachers, the process for calculating the summative ratings and each component, and the evaluation regulations set forth in N.J.A.C. 6A:10 et seq.;
  - c. Methods of data collection and reporting appropriate to each job description, including, but not limited to, the process for student attribution to teachers, Principals, Assistant Principals, and Vice Principals for calculating the median and school-wide student growth percentile;
  - d. Processes for observations for the purpose of evaluation and post-observation conference(s) by a supervisor;
  - e. Process for developing and scoring student growth objectives;





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- f. The process for preparation of individual professional development plans; and
  - g. The process for preparation of an annual performance report by the teacher's designated supervisor , and an annual summary conference between the teacher and his or her designated supervisor.
3. The annual summary conference between designated supervisors and teachers shall be held before the annual performance report is filed. The conference shall occur on or before June 30 of each school year and shall include, but not be limited to, a review of the following:
- a. The performance of the teacher based upon the job description and the scores or evidence compiled using the teacher's evaluation rubric, including, when applicable:
    - 1. The ~~educator's~~ ~~teacher's~~ practice instrument; and
    - 2. Available indicators or student achievement measures such as student growth objective scores and student growth percentile scores.
  - b. The progress of the teacher toward meeting the goals of the individual professional development plan or, when applicable, the corrective action plan; and
  - c. The preliminary annual performance report.
4. If any scores for the teacher's evaluation rubric are not available at the time of the annual summary conference due to pending assessment results, the annual summative evaluation rating shall be calculated once all component ratings are available.
5. The annual performance report shall be prepared by the teacher's designated supervisor , and shall include, but not be limited to:
- a. A summative rating based on the evaluation rubric, including, when applicable, a total score for each component as described in N.J.A.C. 6A:10-4;





# REGULATION

- b. Performance area(s) of strength and area(s) needing improvement based upon the job description and components of the teacher's evaluation rubric, and
    - c. The teacher's individual professional development plan or corrective action plan from the evaluation year being reviewed in the report.
  - 6. The teacher and the designated supervisor shall sign the report within fifteen **teacher** working days of the review.
  - 7. The Board of Education shall include all annual performance reports and supporting data, including, but not limited to, written observation reports and additional components of the summative evaluation rating as part of the teacher's personnel file, or in an alternative, confidential location. If reports and data are stored in an alternative location, the personnel file shall clearly indicate the report's location and how it can be accessed. The records shall be confidential and shall not be subject to public inspection or copying pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.
- H. Corrective Action Plans for Teachers – N.J.A.C. 6A:10-2.5
- 1. For each teacher rated ineffective or partially effective on the annual summative evaluation, as measured by the evaluation rubrics, a corrective action plan shall be developed by the teacher and the principal and the teacher's designated supervisor. If the teacher does not agree with the corrective action plan's content, the designated supervisor shall make a final determination.
  - 2. The corrective action plan shall be developed and the teacher and his or her designated supervisor shall meet to discuss the corrective action plan by October 31 of the school year following the year of evaluation except:
    - a. If the ineffective or partially effective summative evaluation rating is received after October 1 of the school year following the year of evaluation, a corrective action plan shall be developed, and the teacher and his or her designated supervisor shall



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meet to discuss the corrective action plan within twenty-five teacher working days following the school district's receipt of the teacher's summative rating.

3. The content of the corrective action plan shall replace the content of the individual professional development plan required pursuant to N.J.A.C. 6A:9C-4.3(a) and 4.4(a) and shall:
  - a. Address areas in need of improvement identified in the teacher evaluation rubric;
  - b. Include specific, demonstrable goals for improvement;
  - c. Include responsibilities of the evaluated employee and the school district for the plan's implementation; and
  - d. Include timelines for meeting the goal(s).
4. The teacher's designated supervisor and the teacher on a corrective action plan shall discuss the teacher's progress toward the goals outlined in the corrective action plan during each post-observation conference, pursuant to N.J.S.A. 18A:27-3.1 or N.J.A.C. 6A:10-4.4. The teacher and his or her designated supervisor may update the goals outlined in the corrective action plan to reflect any change(s) in the teacher's progress, position or role.
5. Progress toward the teacher's goals outlined in the corrective action plan:
  - a. shall be documented in the teacher's personnel file and reviewed at the annual summary conference and the mid-year evaluation. Both the teacher on the corrective action plan and his or her designated supervisor may collect data and evidence to demonstrate the teacher's progress toward his or her corrective action plan goals; and
  - b. May be used as evidence in the teacher's next annual summative evaluation; however, such progress shall not guarantee an effective rating on the next summative evaluation.



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6. Responsibilities of the evaluated teacher on a corrective action plan shall not be exclusionary of other plans for improvement determined to be necessary by the teacher's designated supervisor.
  7. The School Improvement Panel shall ensure teachers with a corrective action plan receive a mid-year evaluation as required by N.J.S.A. 18A:6-120.c. The mid-year evaluation shall occur approximately midway between the development of the corrective action plan and the expected receipt of the next annual summative rating. The mid-year evaluation shall include, at a minimum, a conference to discuss progress toward the teacher's goals outlined in the corrective action plan. The mid-year evaluation conference may be combined with a post-observation conference.
  8. The School Improvement Panel shall ensure teachers with a corrective action plan receive one observation, including a post-observation conference, in addition to the observations required in N.J.A.C. 6A:10-4.4 for the purpose of evaluation as described in N.J.A.C. 6A:10-1.2 and 4.4(a).
  9. Except where a school district employs only one administrator whose position requires a supervisor, principal, or school administrator endorsement, tenured teachers with a corrective action plan shall be observed by multiple observers for the purpose of evaluation as described in N.J.A.C. 6A:10-4.4(c)4.
  10. The corrective action plan shall remain in effect until the teacher receives his or her next summative evaluation rating.
  11. There shall be no minimum number of teacher working days a teacher's corrective action plan can be in place.
- I. School Improvement Panel – N.J.A.C. 6A:10-3 et seq.
1. School Improvement Panel Membership – N.J.A.C. 6A:10-3.1
    - a. The School Improvement Panel shall include the Principal, a Vice Principal, and a teacher who is chosen in accordance with b. below by the Principal in consultation with the majority representative. If an Assistant Principal or Vice



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Principal is not available to serve on the panel, the Principal shall appoint an additional member who is employed in the district in a supervisory role and capacity, in accordance with N.J.S.A. 18A:6-120.a. The Principal may appoint additional members to the School Improvement Panel as long as all members meet the criteria outlined in this section and N.J.S.A. 18A:6-120.a and the teacher(s) on the panel represents at least one-third of its total membership.

- b. The Principal annually shall choose the teacher(s) on the School Improvement Panel through the following process:
    - (1) The teacher member shall be a person with a demonstrated record of success in the classroom. A demonstrated record of success in the classroom means the teacher member shall have been rated effective or highly effective in the most recent available annual summative rating.
    - (2) The majority representative, in accordance with a. above, may submit to the Principal, teacher member nominees for consideration.
    - (3) The Principal shall have final decision making authority and is not bound by the majority representative's list of nominees.
  - c. The teacher member shall serve a full school year, except in case of illness or authorized leave, but may not be appointed more than three consecutive school years.
  - d. All members of the School Improvement Panel shall be chosen by August 31 of each year.
2. School Improvement Panel Responsibilities – N.J.A.C. 6A:10-3.2
- a. The School Improvement Panel shall:



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- (1) Oversee the mentoring of teachers according to N.J.A.C. 6A:9C-5.3(a)2 and support the implementation of the school district mentoring plan;
- (2) Conduct evaluations of teachers pursuant to N.J.A.C. 6A:10-2.4 and 4.4 (The teacher member will not conduct observations);
- (3) Ensure corrective action plans for teachers are created in accordance to N.J.A.C. 6A:10-2.5; and ensure mid-year evaluations are conducted for teachers who are on a corrective action plan; and
- (4) Identify professional development opportunities for all teachers based on the review of aggregate school-level data, including, but not limited to, teacher evaluation and student performance data to support school-level professional development plans described in N.J.A.C. 6A:9C-4.2

## J. Components of Teacher Evaluation Rubric – N.J.A.C. 6A:10-4.1

1. The components of the teacher evaluation rubric described in N.J.A.C. 6A:10-4.1 et seq. shall apply to teachers holding the position of teacher and holding a valid and effective standard, provisional, or emergency instructional certificate.
2. Evaluation rubrics for all teachers shall include the requirements described in N.J.S.A. 18A:6-123, including, but not limited to:
  - a. Measures of student achievement pursuant to N.J.A.C. 6A:10-4.2; and
  - b. Measures of teacher practice pursuant to N.J.A.C. 6A:10-4.3 and 4.4.
3. To earn a summative rating, a teacher shall have a student achievement score, including median student growth percentile and/or student growth objectives(s) scores, and a teacher practice score pursuant to N.J.A.C. 6A:10-4.4.



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4. Each score shall be converted to a percentage weight so all components make up 100 percent of the evaluation rubric. By August 31 prior to the school year in which the evaluation rubric applies, the Department shall provide on its website the required percentage weight of each component and the required summative rating scale. All components shall be worth the following percentage weights or fall within the following ranges:
  - a. If, according to N.J.A.C. 6A:10-4.2(b), a teacher receives a median student growth percentile, the student achievement component shall be at least thirty percent and no more than fifty percent of a teacher's evaluation rubric rating as determined by the Department.
  - b. If, according to N.J.A.C. 6A:10-4.2(b), a teacher does not receive a median student growth percentile, the student achievement component shall be at least fifteen percent and no more than fifty percent of a teacher's evaluation rubric rating as determined by the Department.
  - c. Measures of teacher practice described in N.J.A.C. 6A:10-4.3 and 4.4 shall be at least fifty percent and no more than eighty-five percent of a teacher's evaluation rubric rating as determined by the Department.
5. Standardized tests, used as a measure of student progress, shall not be the predominant factor in determining a teacher's annual summative rating.

K. Student Achievement Components – N.J.A.C. 6A:10-4.2

1. Measures of student achievement shall be used to determine impact on student learning. The student achievement measures shall include the following components:
  - a. If the teacher meets the requirements of 2. below, the median student growth percentile of all students assigned to a teacher, which shall be calculated as set forth in 4. below; and



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- b. Student growth objective(s), which shall be specific and measurable, based on available student learning data, aligned to the NJ Student Learning Standards (NJSLS), and based on growth and/or achievement.
  - (1) For teachers who teach subjects or grades not covered by the NJSLS, student growth objective(s) shall align to standards adopted or endorsed, as applicable, by the State Board.
- 2. The median student growth percentile shall be included in the annual summative rating of a teacher who:
  - a. Teaches at least one course or group within a course that falls within a standardized-tested grade or subject. The Department shall maintain on its website a course listing of all standardized-tested grades and subjects for which student growth percentile can be calculated pursuant to 4. below;
  - b. Teaches the course or group within the course for at least sixty percent of the time from the beginning of the course to the day of the standardized assessment; and
  - c. Has at least twenty individual student growth percentile scores attributed to his or her name during the school year of the evaluation. If a teacher does not have at least twenty individual student growth percentile scores in a given school year, the student growth percentile scores attributed to a teacher during the two school years prior to the evaluation year may be used in addition to the student growth percentile scores attributed to the teacher during the school year of the evaluation. Only student growth percentile scores from school year 2013-2014 or any year after shall be used to determine median student growth percentiles.
- 3. The Department shall periodically collect data for all teachers that include, but are not limited to, student achievement and teacher practice scores.



# REGULATION

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4. The Department shall calculate the median student growth percentile for teachers using students assigned to the teacher by the school district. For teachers who have a student growth percentile score:
  - a. The Board of Education shall submit to the Department final ratings for all components, other than the student growth percentile, for the annual summative rating; and
  - b. The Department then shall report to the employing district Board of Education the annual summative rating, including the median student growth percentile for each teacher who receives a median student growth percentile.
5. Student growth objectives for teachers shall be developed and measured according to the following procedures:
  - a. The Superintendent shall determine the number of required student growth objectives for teachers, including teachers with a student growth percentile. A teacher with a student growth percentile shall have at least one and not more than four student growth objectives. A teacher without a student growth percentile shall have at least two and a maximum of four student growth objectives. By August 31, prior to the school year the evaluation rubric applies, the Department shall provide on its website the minimum and maximum number of required student growth objectives within this range.
  - b. A teacher with a student growth percentile shall not use the standardized assessment used in determining the student growth percentile to measure progress toward a student growth objective.
  - c. Each teacher shall develop, in consultation with his or her supervisor or a Principals' designee, each student growth objective. If the teacher does not agree with the student growth objectives, the Principal shall make the final determination.





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- d. Student growth objectives and the criteria for assessing teacher performance based on the objectives shall be determined recorded, and retained by the teacher and his or her supervisor by October 31 of each school year, or within twenty-five **teacher** working days of the teacher's start date if the teacher begins work after October 1..
- e. Adjustments to student growth objectives may be made by the teacher in consultation with his or her supervisor only when approved by the Superintendent or designee. Adjustments shall be recorded in the teacher's personnel file on or before February 15.
  - (1) If the Student Growth Objective (SGO) covers only the second semester of the school year, or if the teacher begins work after October 1, adjustments shall be recorded before the mid-point of the second semester.
- f. The teacher's designated supervisor shall approve each teacher's student growth objective score. The teacher's student growth objective score, if available, shall be discussed at the teacher's annual summary conference and recorded in the teacher's personnel file.

## L. Teacher Practice Components – N.J.A.C. 6A:10-4.3

- 1. The teacher practice component rating shall be based on the measurement of the teacher's performance according to the school district's Commissioner-approved teacher practice instrument. Observations pursuant to N.J.A.C. 6A:10-4.4 shall be used as one form of evidence for the measurement.

## M. Teacher Observations – N.J.A.C. 6A:10-4.4

- 1. For the purpose of teacher evaluation, observers shall conduct the observations pursuant to N.J.S.A. 18A:6-123.b.(8) and N.J.A.C. 6A:10-2.5 and 3.2, and they shall be trained pursuant to N.J.A.C. 6A:10-2.2(b).



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2. Observation conferences shall include the following procedures:
  - a. A supervisor who is present at the observation shall conduct a post-observation conference with the teacher being observed. A post-observation conference shall occur no more than fifteen teacher working days following each observation.
  - b. The post-observation conference shall be for the purpose of reviewing the data collected at the observation, connecting the data to the teacher practice instrument and the teacher's individual professional development plan, collecting additional information needed for the evaluation of the teacher, and offering areas to improve effectiveness. Within a school year, the post observation conference shall be held prior to the occurrence of further observations for the purpose of evaluation.
  - c. If agreed to by the teacher, one required post-observation conference and any pre-**observation** conference(s) for observations of tenured teachers who are not on a corrective action plan may be conducted **via** written communication, including electronic.
  - d. One post-observation conference may be combined with a teacher's annual summary conference, as long as it occurs within the required fifteen working days following the observation for the purposes of evaluation.
  - e. A pre-**observation** conference, when required, shall occur at least one but not more than seven teacher working days prior to the observation.
3. Each teacher shall be observed as described in N.J.A.C. 6A:10-4.4. For all teachers, at least one of the required observations shall be announced and preceded by a pre-**observation** conference, and at least one of the required observations shall be unannounced. The Superintendent shall decide whether additional required observations are announced or unannounced, if applicable. The following additional requirements shall apply:



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- a. Each observation required for the purpose of evaluation shall be conducted for at least 20 minutes.
- b. Nontenured teachers shall be observed at least three times each school year, but not less than once each semester. The observations shall be conducted in accordance with N.J.S.A. 18A:27-3.1.
  - 1. Except where a school district employs only one administrator whose position requires a supervisor, principal or school administrator endorsement, nontenured teachers shall be observed during the course of the year by more than one appropriately certified supervisor.
- c. Tenured teachers shall be observed at least two times during each school year. Observations for all tenured teachers shall occur prior to the annual summary conference, which shall occur prior to the end of the academic school year.
  - (1) If a tenured teacher was rated highly effective on his or her most recent summative evaluation and if both the teacher and the teacher's designated supervisor agree to use this option, one of the two required observations may be an observation of a Commissioner-approved activity other than a classroom lesson. The Department of Education shall post annually to its web site a list of Commissioner approved activities that may be observed in accordance with N.J.A.C. 6A:10-4.4.
- d. Teachers on a corrective action plan shall receive, in accordance with N.J.A.C. 6A:10-2.5(h), one additional observation, including a post-observation conference.
- e. Upon receiving a final summative evaluation that necessitates a corrective action plan, in accordance with N.J.A.C. 6A:10-2.5(a), any remaining required observation(s) shall not be conducted until the corrective action plan has been finalized.



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- f. A written or electronic observation report shall be signed by the supervisor who conducted the observation and post-observation and the teacher who was observed.
    - g. The teacher shall submit his or her written objection(s) of the evaluation within ten teacher working days following receipt of the written evaluation. The objection(s) shall be attached to each party's copy of the annual performance report.
  - 4. To earn a teacher practice score, a non-tenured teacher shall receive at least three observations.
    - a. If a non-tenured teacher is present for less than forty percent of the total student school days in a school year, he or she shall receive at least two observations to earn a teacher practice score.
- N. Teacher Practice Instrument – N.J.A.C. 6A:10-7.2
  - 1. The teacher practice instrument approved by the Department shall meet the following criteria:
    - a. Include domains of professional practice that align to the New Jersey Professional Standards for Teachers pursuant to N.J.A.C. 6A:9-3;
    - b. Include scoring guides for assessing teacher practice that differentiate among a minimum of four levels of performance, and the differentiation has been shown in practice and/or research studies. Each scoring guide shall:
      - (1) Clearly define the expectations for each rating category;
      - (2) Provide a conversion to four rating categories;
      - (3) Be applicable to all grades and subjects; or to specific grades and/or subjects if designed explicitly for the grades and/or subjects; and



# REGULATION

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- (4) Use clear and precise language that facilitates common understanding among teachers and administrators.
- c. Rely on, to the extent possible, on specific, discrete, observable, and/or measurable behaviors of students and teachers in the classroom with direct evidence of student engagement and learning; and
- d. Include descriptions of specific training and implementation details required for the instrument to be effective.

Adopted: 19 November 2014

Revised: 23 January 2017

Revised: 19 July 2017



## 6440 COOPERATIVE PURCHASING (M)

The Board of Education recognizes that centralized, cooperative purchasing may maximize the value received for each dollar spent. The Board of Education is encouraged to seek savings that may accrue to the school district by means of joint agreements for the purchase of goods or services with the governing body of any municipality or county.

For the purpose of this Policy, “cooperative pricing system” means a purchasing system in which the lead agency advertises for bids, awards a master contract to the vendor providing for its own quantities and the estimated quantities submitted by the individual registered members.

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

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

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

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

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

When the lead agency is a Board of Education or Educational Service Commission and the entire membership of the cooperative purchasing system established and properly registered with the New Jersey Division of Local Government Services in the Department of



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Community Affairs are Boards of Education, the provision and performance of goods or services shall be conducted pursuant to the Public Schools Contract Law. (N.J.S.A. 18A:18A-11 et seq.)

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

In accordance with the provisions of N.J.S.A. 18A:18A-12, a cooperative or joint purchase agreement(s) shall be entered into by resolution adopted by each participating Board of Education, municipality, or county, and shall set forth the categories of goods or services to be provided or performed; the manner of advertising for bids and the awarding of contracts; the method of payment by each participating Board of Education, municipality or county, and other matters deemed necessary to carry out the purposes of the agreement. Agreements for cooperative and joint purchasing will be subject to all bidding requirements imposed by law. Purchases made through the State Treasury Department may be made without bid.

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

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

A contract or lease to provide electronic data processing services shall set forth the charge for all services provided, or in the case of a joint undertaking the proportion of the cost each party thereto shall assume and specify all the details of the management of the joint undertaking, and any other matters that may be deemed necessary for insertion therein, and



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may be amended from time to time by the contracting parties in accordance with N.J.S.A. 18A:18A-14.3.

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

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

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

Adopted:





## ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION (M)

### 6470.01 ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION (M)

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

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

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

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

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

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

The Board of Education shall annually approve the School Business Administrator/Board Secretary as the person authorized to initiate a claim for payment and the Superintendent of



## ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION (M)

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

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

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

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

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

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

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

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

Adopted:



## ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION (M)

### 6470.01 ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION (M)

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

For the purpose of Policy and Regulation 6470.01:

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

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

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

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

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

“Chief Executive Officer” means the Superintendent of Schools.

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

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

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



## ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION (M)

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

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

“Governing body” means the Board of Education.

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

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

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

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

“Procurement card” or “P-card” means an account or physical card that represents an account governed by characteristics specific to a procurement card. These characteristics include limits of time, amount, access, and purchase category controlled by the local unit, local authority, or county college in accordance with an agreement with an issuer. While such cards may have the appearance of a credit card, such as Visa, MasterCard, American Express, or Discover, such



## ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION (M)

general-purpose cards do not feature the controls that procurement cards have and as such are not permitted under N.J.A.C. 5:30-9A.1 et seq. A "Procurement card" or "P-card" may not be used by a Board of Education.

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

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

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

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

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

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

1. The Board of Education adopts Policy and Regulation 6470.01 to permit the School Business Administrator/Board Secretary to use only the forms of standard EFT technologies that are approved for New Jersey Boards of Education for EFTs for payment of claims pursuant to N.J.A.C. 5:30-9A.1 et seq. and 5:31-4.1, implementing N.J.S.A. 40A:5-16.5.

- a. A Board of Education may not utilize procurement cards, charge cards, charge accounts, or any payment services such as PayPal or Venmo.



## ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION (M)

2. N.J.A.C. 5:30-9A.1 et seq. does not authorize a Board of Education to exceed the maximum bid thresholds or other limits set forth in the Public School Contracts Law, N.J.S.A. 18A:18A-1 et seq.
  3. Providers of ACH and wire transfer services are to be financial institutions chartered by Federal or State authority. ACH and wire transfer services must be provided by a financial institution covered by the Governmental Unit Deposit Protection Act (GUDPA), N.J.S.A. 17:9-41 et seq.
- C. Standard Electronic Funds Transfer Technologies; Internal Controls and Conditions for Use – N.J.A.C. 5:30-9A.4
1. The Board of Education will only initiate and approve electronic funds in accordance with N.J.A.C. 5:30-9A.1 et seq. Standard EFT technologies shall incorporate, at minimum, the following features and safeguards:
    - a. The ability to designate specific individuals able to initiate disbursements, barring those not authorized to initiate disbursements from doing so.
      - (1) The Board of Education designates and approves the School Business Administrator/Board Secretary to be responsible to initiate a claim for payment using an EFT method that has been duly approved in accordance with N.J.S.A. 18A:19-1 et seq. and Policy and Regulation 6470.01.
      - (2) Each claim for payment approved or ratified by the Board shall indicate any payment made using an EFT technology, the type of EFT technology that will or has been utilized in paying the claim, along with a reference that permits tracking.
    - b. The ability to designate individuals who may authorize disbursement and segregate initiation and authorization functions. Password or other security controls shall be in place to restrict access based on an individual's authorized role.
      - (1) The School Business Administrator/Board Secretary shall initiate a claim for payment by presenting a claim that has been approved by the Board, to be paid using an EFT



## ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION (M)

technology. The School Business Administrator/Board Secretary shall submit the claim for payment with all supporting documentation to the Superintendent of Schools or a designee who is not under the direct supervision of the School Business Administrator/Board Secretary.

- (2) The Superintendent of Schools or a designee who is not under the direct supervision of the School Business Administrator/Board Secretary shall review the claim for payment and authorize, in writing, the EFT claim that was initiated by the School Business Administrator/Board Secretary before the School Business Administrator/Board Secretary pays the claim using an EFT method.

- (a) The School Business Administrator/Board Secretary will not pay a claim using an EFT method without written authorization from the Superintendent of Schools or the designee.

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

- (4) The Superintendent of Schools or the designee shall ensure passwords and security codes are in place to restrict access based on an individual's role.

c. The ability to confirm receipt of payment by vendor.

- (1) The School Business Administrator/Board Secretary shall receive confirmation from the vendor an EFT payment has been received by the vendor. Documentation supporting



## ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION (M)

receipt of an EFT payment received by a vendor shall be included with the claim's supporting documentation.

- d. The ability to bar automatic debits from Board of Education accounts.

- (1) The School Business Administrator/Board Secretary shall require all banking institutions approved by the Board of Education prohibit any automatic debits from any Board of Education bank account as each individual disbursement to a vendor must be preceded by instructions submitted to the bank.

- e. The ability for appropriate officials to view transaction history, generate activity reports, and conduct supervisory reviews of all transactions.

- (1) On no less than a weekly basis, the School Business Administrator/Board Secretary shall prepare an Activity Report on all EFT-based transactions.

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

- (3) The Activity Report shall include, but not be limited to:

- (a) The name of the payee;
- (b) The Board approval date approving the payment of the claim;
- (c) The fund and account the payment is being paid from;
- (d) The technology utilized in each EFT transaction; and





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### ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION (M)

- (e) The date of payment.
  - (4) A copy of all Activity Reports shall be provided to the Board of Education at the first regular monthly Board meeting following any EFT transactions.
  - (5) All EFT Activity Reports and evidence of the review by the employee or non-employee (i.e. school auditor, accountant, etc.) designated and approved annually by the Board of Education who is not under the direction of the School Business Administrator/Board Secretary and who is not empowered to authorize EFT-based transactions are to be maintained and available for audit by the Board of Education's independent auditor.
  - (6) The School Business Administrator/Board Secretary or designee shall perform a monthly reconciliation of the reviewed/approved weekly EFT Activity Reports of the EFT transactions appearing on bank statements and in the accounting records (i.e. general ledger, bank reconciliations, list of bills approved by Board, etc.).
    - (a) Evidence to support the performance of this monthly review must be maintained by the School Business Administrator/Board Secretary and available for audit by the Board of Education's independent auditor.
- f. The ability to back-up transaction data and store such data offline.
  - (1) The School Business Administrator/Board Secretary shall ensure all EFT transaction data is backed-up and stored offline.
    - (a) However, any ACH file that is in plain text format must not be stored on a Board of Education's local computer past the time the file is transmitted to the bank.
- g. Measures to mitigate risk of duplicate payment.



## ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION (M)

- (1) The School Business Administrator/Board Secretary shall ensure an EFT payment is not duplicated by any other means.
  - (2) More than one EFT payment to the same vendor ratified or approved for payment by the Board of Education will be reviewed by the School Business Administrator/Board Secretary prior to payment to ensure there is no duplicate or multiple payments for the same goods or services.
- h. The creation and maintenance of an audit trail, such that transaction history, including demands for payment and payment initiation, authorization, and confirmation, can be independently tracked and detailed through the use of an EDI or functional equivalent.
- (1) The Board of Education's EDI or functional equivalent will have the ability to create and maintain the required audit trail.
- i. The following cyber security best practice framework shall be followed:
- (1) Any system supporting a standard EFT shall:
    - (a) Be hosted on dedicated servers or in a FedRAMP Moderate Impact Level Authorized Cloud. When using cloud services, the vendor shall check provider credentials and contracts;
    - (b) Encrypt stored and transmitted financial information and personal identification information;
    - (c) Maintain only critical personal identification information. Social Security numbers shall not be utilized as identification numbers for system purposes;
    - (d) Employ a resilient password policy;
    - (e) Undergo regular and stress testing;



## ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION (M)

- (f) Have regular security updates on all software and devices carried out;
  - (g) Have back-up plans, information disposal, and disaster recovery procedures created and tested;
  - (h) Undergo regular security risk assessments for detecting compromises, along with regular monitoring for vulnerabilities, with necessary patches and updates being implemented; and
  - (i) Develop a Cybersecurity Incident Response Plan.
- (2) The managing organization shall:
  - (a) Check provider credentials and contracts when using cloud services;
  - (b) Educate staff in good security measures and perform employee background checks; and
  - (c) Create a computer security incident response team, generally called a CSIRT.
- j. Financial institution providers of standard EFT technologies shall provide annual evidence of satisfactory internal control to the School Business Administrator/Board Secretary;
- k. ACH payments shall follow rules set forth by the National Automated Clearing House Association (NACHA) or an equivalent successor banking industry standard. In addition, the following safeguards shall be instituted:
  - (1) All EFTs through the ACH must utilize EDI technology and be subject to an Electronic Funds Transfer and Indemnification Agreement;
  - (2) A user that can generate an ACH file shall neither have upload rights nor access that permits editing of a vendor routing number or vendor account number;



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### ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION (M)

- (3) Each edit to vendor ACH information shall be approved by a separate individual and be logged showing the user editing the data, date stamp, IP address, and the approval of the edit;
  - (4) Any ACH file that is in plain text format shall not be stored on a local computer past the time transmitted to a bank; and
  - (5) If supported by the Board of Education's financial institution(s), said entities shall avail themselves of the ability to recall ACH payments via NACHA file.
2. The Board of Education will only utilize standard EFT technologies upon instituting, at a minimum, the following fiscal and operational controls:
  - a. Policy and Regulation 6470.01 shall be adopted authorizing and governing the use of standard EFT technologies consistent with N.J.A.C. 5:30-9A.1 et seq.;
  - b. The School Business Administrator/Board Secretary shall ensure that the minimum internal controls set forth in N.J.A.C. 5:30-9A.1 et seq., along with those internal controls set forth in Policy and Regulation 6470.01 are in place and being adhered to;
  - c. Initiation and authorization roles shall be segregated, and password-restricted.
    - (1) The School Business Administrator/Board Secretary shall be responsible for initiating all EFTs.
    - (2) When the School Business Administrator/Board Secretary initiates an EFT, the Superintendent or a designee not under the direct supervision of the School Business Administrator/Board Secretary shall be responsible for authorization of the EFT.
      - (a) The School Business Administrator/Board Secretary will not pay a claim using an EFT method without written authorization from the Superintendent of Schools or the designee.



## ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION (M)

- (3) The Board of Education may designate and approve a backup officer/staff member in the event the School Business Administrator/Board Secretary or Superintendent or a designee not under the direct supervision of the School Business Administrator/Board Secretary who is approved to authorize the EFT payment is unavailable.
    - (4) All payment of claims, ordinances, or resolutions enacted pursuant to N.J.S.A. 40A:5-17.b shall, at a minimum, comply with the provisions of N.J.A.C. 5:30-9A.4.
    - (5) N.J.A.C. 5:30-9A.4 shall not be interpreted to prevent a Board of Education from requiring, authorizing, and approving more than one officer to authorize an EFT.
  - d. No Board of Education shall disburse funds unless the goods and services are certified as having been provided pursuant to N.J.S.A. 18A:19-1 et seq. and N.J.A.C. 5:30-9A.1 et seq.
  - e. On no less than a weekly basis, Activity Reports on all transactions utilizing standard EFT technologies shall be reviewed by an individual designated and approved by the Board that is not under the direct supervision of the School Business Administrator/Board Secretary and is not empowered to initiate or authorize EFTs.
    - (1) Reconciliations shall be performed on a monthly basis.
    - (2) All Activity Reports generated by the School Business Administrator/Board Secretary shall be monitored by another individual designated and approved by the Board who is not under the supervision of the School Business Administrator/Board Secretary.
  - f. A user that uploads an ACH file shall check the amounts and recipients against a register displaying ACH payments.
- D. Claimant Certification; When Payment Can Be Made Without Claimant Certification  
- N.J.A.C. 5:30-9A.6



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### ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION (M)

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

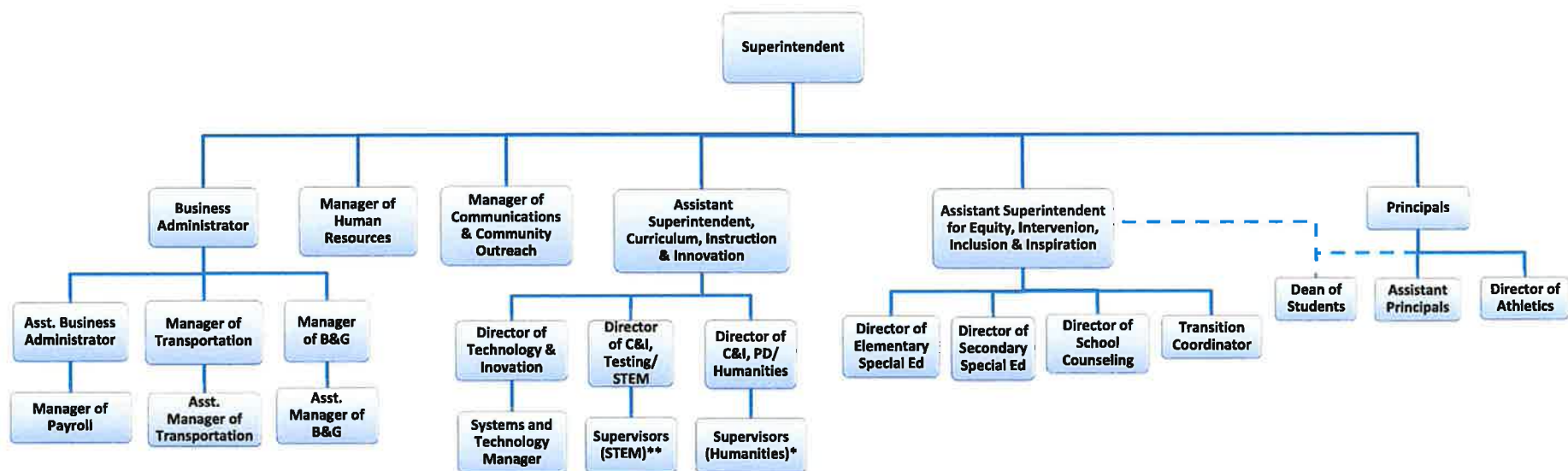
#### E. Automated Clearing House (ACH) Transactions

1. Providers of ACH and wire-transfer services must be financial institutions chartered by a State or Federal agency, with the further requirement that financial institutions providing ACH and wire transfer services be covered under the GUDPA, N.J.S.A. 17:9-41 et seq.
2. ACH payments shall follow rules set forth by the National Automated Clearing House Association (NACHA) or equivalent successor banking industry standard.
3. EFTs through ACH must utilize EDI technology which provides transaction related details including invoice numbers, pay dates, and other identifying information as appropriate for each transaction.
4. The Board of Education must approve an ACH Origination Agreement with the financial institution(s).
5. Users authorized to generate an ACH file shall neither have upload rights nor access permitting editing of a vendor routing number or vender account number.
6. Each edit to vendor ACH information must be approved by a separate individual and be logged showing the user editing the data, date stamp, IP address, and the approval of the edit.
7. Any user uploading an ACH file shall check the amounts and recipients against a register displaying ACH payments.
8. If supported by the financial institution, the Board of Education shall avail itself of the ability to recall ACH payments via NACHA file.

Adopted:



## Reporting Structure Effective 7/1/2021



\*Humanities includes: Supervisor of English (7-12), Supervisor of ELA (Pre-K-6), Supervisor of Social Studies (7-12), Supervisor of Social Studies (Pre-K-6), Supervisor of Health & PE, Supervisor of Visual and Performing Arts and Supervisor of World Language/ESL

\*\* STEM includes: Supervisor of Science (7-12), Supervisor of Science (Pre-K-6), Supervisor of Math (7-12), Supervisor of Math (Pre-K-6) and Supervisor of Business, Technology & Engineering

Approved

## 1620 – ADMINISTRATIVE EMPLOYMENT CONTRACTS

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

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

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

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

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



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

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

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

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

1. Contracts for each class of administrative position shall be comparable with the salary, benefits and other emoluments contained in the contracts of similarly credentialed and experienced administrators in other school districts in the region with similar enrollment, academic achievement levels and challenges, and grade span.
2. No contract shall include provisions that are inconsistent with the travel requirements pursuant to N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7 including, but not limited to, the provisions for mileage reimbursement and reimbursement for meals and lodging in New Jersey. Any contractual provision that is inconsistent with law is superseded by the law.
3. No contract shall include provisions for the reimbursement or payment of employee contributions that are either required by law or by a contract in effect in

the school district with other teaching staff members, such as payment of the employee's State or Federal taxes, or of the employee's contributions to FICA, Medicare, State pensions and annuities (TPAF), life insurance, disability insurance (if offered), and health benefit costs.

4. No contract shall contain a payment as a condition of separation from service that is deemed by the Executive County Superintendent to be prohibited or excessive in nature. The payment cannot exceed the lesser of the calculation of three months pay for every year remaining on the contract with pro-rata for partial years, not to exceed twelve months, or the remaining salary amount due under the contract.
5. No contract shall include benefits that supplement or duplicate benefits that are otherwise available to the employee by operation of law, an existing group plan, or other means; e.g., an annuity or life insurance plan that supplements or duplicates a plan already made available to the employee. Notwithstanding the provisions of this section, a contract may contain an annuity where those benefits are already contained in the existing contract between the employee and the district.
6. Contractual provisions regarding accumulation of sick leave and supplemental compensation for accumulated sick leave shall be consistent with N.J.S.A. 18A:30-3.5. Supplemental payment for accumulated sick leave shall be payable only at the time of retirement and shall not be paid to the individual's estate or beneficiaries in the event of the individual's death prior to retirement. Pursuant to N.J.S.A. 18A:30-3.2, a new Board of Education contract may include credit of unused sick leave in accordance with the new Board of Education's policy on sick leave credit for all employees.
7. Contractual provisions regarding accumulation of unused vacation leave and supplemental compensation for accumulated unused vacation leave shall be consistent with N.J.S.A. 18A:30-9. Contractual provisions for payments of accumulated vacation leave prior to separation can be included but only for leave accumulated prior to June 8, 2007 and remaining unused at the time of payment. Supplemental payments for unused vacation leave accrued consistent with the provisions of N.J.S.A. 18A:30-9 after June 8, 2007 as well as unused vacation leave accumulated prior to June 8, 2007 that has not been paid, shall be payable at the time of separation and may be paid to the individual's estate or beneficiaries in the event of the individual's death prior to separation.

# POLICY

## LIVINGSTON BOARD OF EDUCATION

Administration  
1620 Administrative Employment Contracts (M)

8. Contractual provisions that include a calculation of per diem for twelve month employees shall be based on a two hundred sixty day work year.
9. No provision for a merit bonus shall be made except where payment is contingent upon achievement of quantitative merit criterion and/or qualitative merit criterion:
  - a. A contract may include no more than three quantitative merit criteria and two qualitative merit criteria per contract year.
  - b. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and qualitative merit criteria.
  - c. A contract may provide for merit bonuses in an amount not exceeding 3.33 percent of annual salary for each quantitative merit criterion achieved and 2.5 percent of annual salary for each qualitative merit criterion achieved. Any such merit bonus shall be considered "extra compensation" for purpose of N.J.A.C. 17:3-4.1 and shall not be cumulative.
  - d. The Board of Education shall submit to the Executive County Superintendent a resolution certifying that a quantitative merit criterion or a qualitative merit criterion has been satisfied and shall await confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of any merit bonus.
10. No provision for a bonus shall be made except where payment is contingent upon achievement of measurable specific performance objectives expressly contained in a contract approved pursuant to N.J.A.C. 6A:23A-3.1, where compensation is deemed reasonable relative to the established performance objectives and achievement of the performance objectives has been documented to the satisfaction of the Board of Education.
11. No provision for payment at the time of separation or retirement shall be made for work not performed except as otherwise authorized in N.J.A.C. 6A:23A-3.1 and N.J.S.A. 18A:7-8.1.

*Approved for first reading June 21, 2021  
Scheduled for second reading & approval July 14, 2021*

# POLICY

## LIVINGSTON BOARD OF EDUCATION

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12. No contract shall include a provision for a monthly allowance except for a reasonable car allowance. A reasonable car allowance shall not exceed the monthly cost of the average monthly miles traveled for business purposes multiplied by the allowable mileage reimbursement pursuant to applicable law and regulation and New Jersey Office of Management and Budget (NJOMB) circulars. If such allowance is included, the employee shall not be reimbursed for business travel mileage nor assigned permanently a car for official district business. Any provision of a car for official district business must conform with N.J.A.C. 6A:23A-6.12 and be supported by detailed justification. No contract shall include a provision of a dedicated driver or chauffeur.
13. All Superintendent contracts shall include the required provision pursuant to N.J.S.A. 18A:17-15.1 which states that in the event the Superintendent's certificate is revoked, the contract is null and void.
14. No contract shall include a provision for additional compensation upon the acquisition of a graduate degree unless the graduate degree is conferred by a regionally accredited college or university as defined in applicable regulations. No contract shall include a provision for assistance, tuition reimbursement, or additional compensation for graduate school coursework, unless the coursework culminates in the acquisition of a graduate degree conferred by a regionally accredited college or university as defined in applicable regulations.

The review and approval of an employment contract for the Superintendent of Schools shall not include maximum salary amounts pursuant to N.J.S.A. 18A:7-8.j.

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

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

Adopted:

*Approved for first reading June 21, 2021  
Scheduled for second reading & approval July 14, 2021*

5330.04 ADMINISTERING AN OPIOID ANTIDOTE (M)

5330.04 ADMINISTERING AN OPIOID ANTIDOTE (M)

N.J.S.A. 18A:40-12.24.a requires schools to adopt a Policy for the emergency administration of an opioid antidote to a student, staff member, or other person who is experiencing an opioid overdose.

N.J.S.A. 18A:40-12.24.a.(1) requires schools with any of the grades nine through twelve to comply with the provisions of the law.

The school nurse and a designated employee who volunteers to administer an opioid antidote pursuant to N.J.S.A. 18A:40-12.24.c. are required to be trained for the administration of an opioid antidote in accordance with N.J.S.A. 18A:40-12.25.b. The school nurse or a designated employee who volunteers to administer an opioid antidote shall be promptly available on site at the school during regular school hours and during school-sponsored functions that take place in the school or on school grounds adjacent to the school building at any time.

N.J.S.A. 18A:40-12.24 permits the school nurse or a designated trained employee to administer an opioid antidote to any person whom the nurse or the trained designated employee who in good faith believes is experiencing an opioid overdose.

An overdose victim shall be transported to a hospital emergency room by emergency medical responders after the administration of an opioid antidote, even if the person's symptoms appear to have resolved.

In accordance with N.J.S.A. 24:6J-4.a.(1)(f), a prescriber or other health care practitioner, as appropriate, may prescribe or dispense an opioid antidote directly or through a standing order to a school, school district, or school nurse. In accordance with N.J.S.A. 24:6J-4.a.(2)(c), whenever the law expressly authorizes or requires a school or school district to obtain a standing order for opioid antidotes, the school nurse(s) employed or engaged by the school or school district shall be presumed by the prescribing or dispensing health care practitioner to be capable of administering the opioid antidote, consistent with the express statutory requirement.

Notwithstanding the provisions of N.J.S.A. 24:6J-4.a.(3)(b) to the contrary, if the law expressly authorizes or requires a school, school district, or school nurse to administer or dispense opioid antidotes pursuant to a standing order under N.J.S.A. 24:6J-4 et seq., the standing order issued shall be deemed to grant the authority specified by the law, even if such authority is not specifically indicated on the face of the standing order.

## 5330.04 ADMINISTERING AN OPIOID ANTIDOTE (M)

In accordance with the provisions of N.J.S.A. 18A:40-12.26, no school employee, including a school nurse or any other officer or agent of a Board of Education or charter school, or a prescriber of opioid antidotes for a school through a standing order, shall be held liable for any good faith act or omission consistent with the provisions of N.J.S.A. 18A:40-12.23 et seq. Good faith shall not include willful misconduct, gross negligence, or recklessness.

Any school, school district, school nurse, school employee, or any other officer or agent of a Board of Education or charter school who administers or permits the administration of an opioid antidote in good faith in accordance with the provisions of N.J.S.A. 18A:40-12.24 and pursuant to a standing order issued under N.J.S.A. 24:6J-4 shall not, as a result of any acts or omissions, be subject to any criminal or civil liability or any disciplinary action for administering, or permitting the administration of, the opioid antidote in accordance with N.J.S.A. 24:6J-1 et seq. Nothing in this Policy shall be interpreted to prohibit the administration of an opioid antidote to a student, staff member, or other person in an emergency during school hours or during on-site school-sponsored activities by an emergency medical responder or other person authorized by law to administer an opioid antidote, in accordance with N.J.S.A. 24:6J-1 et seq.

The Overdose Prevention Act provides that when a person, in good faith, seeks medical assistance for an individual believed to be experiencing a drug overdose, whether the person is seeking assistance for himself/herself or another, the person calling for help and the person experiencing the overdose shall not be arrested, charged, prosecuted, or convicted for certain criminal offenses enumerated in N.J.S.A. 2C:35-30(a)(1-6) and N.J.S.A. 2C:35-31(a)(1-6).

Notwithstanding the provisions of any law, rule, regulation, ordinance, or institutional or organizational directive to the contrary, any person or entity authorized to administer an opioid antidote pursuant to N.J.S.A. 24:6J-4, may administer to an overdose victim, with full immunity: a single dose of any type of opioid antidote that has been approved by the United States Food and Drug Administration for use in the treatment of opioid overdoses; and up to three doses of an opioid antidote that is administered through an intranasal application, or through an intramuscular auto-injector, as may be necessary to revive the overdose victim. Prior consultation with, or approval by, a third-party physician or other medical personnel shall not be required before an authorized person or entity may administer up to three doses of an opioid antidote, as provided in N.J.S.A. 24:6J-4, to the same overdose victim.

A school district may enter into a shared services arrangement with another school district for the provision of opioid antidotes pursuant to N.J.S.A. 18A:40-12.27 if the arrangement will result in cost savings for the districts.

## 5330.04 ADMINISTERING AN OPIOID ANTIDOTE (M)

This Policy and Regulation 5330.04 shall be reviewed and approved by the school physician prior to Board adoption and whenever this Policy is revised. This Policy shall be made available to school staff members, parents, and students in handbooks, on the school district's website, or through any other appropriate means of publication.

N.J.S.A. 18A:40-12.23; 18A:40-12.24; 18A:40-12.25;  
18A:40-12.26; 18A:40-12.27

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

Adopted: March 24, 2017

Revised: June 3, 2019

5330.04 ADMINISTERING AN OPIOID ANTIDOTE (M)

A. Definitions

1. "Opioid antidote" means any drug, regardless of dosage amount or method of administration, which has been approved by the United States Food and Drug Administration (FDA) for the treatment of an opioid overdose. "Opioid antidote" includes, but is not limited to, naloxone hydrochloride, in any dosage amount, which is administered through nasal spray or any other FDA-approved means or methods.
2. "Opioid overdose" means an acute condition including, but not limited to, extreme physical illness, decreased level of consciousness, respiratory depression, coma, or death resulting from the consumption or use of an opioid drug or another substance with which an opioid drug was combined, and that a layperson would reasonably believe to require medical assistance.
3. "School-sponsored function" means any activity, event, or program occurring on or off school grounds, whether during or outside of regular school hours, that is organized or supported by the school.
  - a. The requirements of N.J.S.A. 18A: 40-12.23 through 12.27 only apply to school-sponsored functions that take place in the school or on school grounds adjacent to the school building.

B. Acquisition, Maintenance, Accessibility, and Documentation of an Opioid Antidote

1. In accordance with N.J.S.A. 24:6J-4(a)(1)(f) and N.J.S.A. 24:6J-4(a)(2)(c), the school physician may prescribe or dispense an opioid antidote through a standing order to the school district, school, or certified school nurse for administration to overdose victims. The school physician's standing order must specify, at a minimum, the following:
  - a. The certified school nurse is authorized to directly administer the opioid antidote to overdose victims in the event of an emergency; and
  - b. The school district, school or certified school nurse may also dispense or grant access, in emergency situations, to other person employed by the district or school who have certified to having received training in the administration of the opioid antidote and overdose prevention information.



5330.04 ADMINISTERING AN OPIOID ANTIDOTE (M)

2. The school nurse in each school that includes any of the grades designated by the Board in Policy 5330.04 shall obtain a standing order for opioid antidotes pursuant to the "Overdose Prevention Act" – N.J.S.A. 24:6J-1 et seq.
  - a. Written standing orders shall be reviewed and reissued before the beginning of the school year in accordance with N.J.A.C. 6A:16-2.3(a)4(vi).
3. The school nurse shall be responsible to:
  - a. Maintain a supply of opioid antidotes that have been prescribed under a standing order in a safe and secure, but unlocked and easily accessible location in the school:
    - (1) The opioid antidotes shall be accessible in the school during regular school hours and during school-sponsored functions that take place in the school or on school grounds adjacent to the school building.
  - b. Document the administration of an opioid antidote on a student's health record;
  - c. Monitor the on-site inventory and replacement of the opioid antidote supply;
  - d. Ensure the replacement of the opioid antidote supply following use or expiration of the opioid antidote; and
  - e. Plan for the disposal of administered opioid antidote and expired opioid antidote applicators.
4. Opioid antidotes shall be maintained by a school pursuant to N.J.S.A. 18A:40-12.24.b.(1) in quantities and types deemed adequate by the Board, in consultation with the New Jersey Department of Education (NJDOE) and the Department of Human Services.
5. (Optional must be included if D.1.c is included) The Superintendent or designee may, in his/her discretion, make an opioid antidote accessible during designated school-sponsored functions that take place off school grounds pursuant to N.J.S.A. 18A:40-12.24.b.(2).

C. Authorization and Training for Administering an Opioid Antidote

## 5330.04 ADMINISTERING AN OPIOID ANTIDOTE (M)

1. The school nurse shall have the primary responsibility for the emergency administration of an opioid antidote.
2. However, the Board upon the recommendation of the Superintendent shall designate additional employees who volunteer to administer an opioid antidote in the event that a person experiences an opioid overdose when the nurse is not physically present at the scene.
3. The school nurse and designated employees shall only be authorized to administer opioid antidotes after receiving the training required under N.J.S.A. 18A:40-12.25.b and N.J.S.A. 24:6J-5.
  - a. Each certified school nurse and each employee designated to administer an opioid antidote pursuant to N.J.S.A. 18A:40-12.24.c.(1) and N.J.S.A. 24:6J-5 shall receive training on standard protocols from the school physician issuing the standing order or through a written agreement by the school physician with an organization that addresses medical or social issues related to drug addiction.

The training must address overdose prevention information, including but not limited to, the following:

- (1) Information on opioid overdose prevention and recognition;
  - (2) Instruction on how to perform rescue breathing and resuscitation.
  - (3) Information on opioid dosage and instruction on opioid antidote administration;
  - (4) Information describing the importance of calling 911 emergency telephone service for assistance with an opioid overdose; and
  - (5) Instructions for appropriate care of an overdose victim after administration of the opioid antidote.
- b. The district shall collect and maintain written evidence of satisfactory completion of the required training program before a certified school nurse or an employee is approved to administer opioid antidote.
4. In the event a licensed athletic trainer volunteers to administer an opioid antidote pursuant to N.J.S.A. 18A:40-12.23 through 12.27, it shall not constitute a violation of the "Athletic Training Licensure Act" – N.J.S.A. 45:9-37.35 et seq.

## D. Administration of an Opioid Antidote

1. The school nurse or a trained employee designated pursuant to N.J.S.A. 18A:40-12.24.c.(1) shall be authorized to administer an opioid antidote to any person whom the nurse or trained employee in good faith believes is experiencing an opioid overdose.
  - a. The school nurse or a trained employee designated pursuant to N.J.S.A. 18A:40-12.24.c.(1) shall be promptly available on site at the school during regular school hours and during school-sponsored functions that take place in the school or on school grounds adjacent to the school building at any time.
  - b. Upon receiving a report or observing a possible opioid overdose in the school or at a school-sponsored function that takes place in a school or on school grounds adjacent to the school building at any time, the Principal or designee or any staff member present will immediately call the school nurse, if present, or a designated staff member who volunteered and was trained to administer an opioid antidote, and emergency medical responders.
  - c. (Optional must be included if B.5 is included) School-Sponsored Functions Off School Grounds: Upon receiving a report or observing a possible opioid overdose occurring at a school-sponsored function that takes place off school grounds, as designated by the Superintendent or designee, a staff member shall immediately call the school nurse, if present, or a staff member who volunteered and was trained to administer an opioid antidote, if present, and emergency medical responders.
2. The certified school nurse or employee designated to administer an opioid antidote pursuant to N.J.S.A. 18A:40-12.24.c.(1) and N.J.S.A. 24:6J-5 shall determine, in addition to the opioid antidote, whether any other emergency medical response is necessary, including but not limited to, cardiopulmonary resuscitation (CPR), Rescue Breaths, or the use of an automated external defibrillator (AED).
3. The certified school nurse and/or other staff member(s) shall monitor the person who has received an opioid antidote and keep the individual who may be experiencing an opioid overdose comfortable until emergency medical responders arrive on the scene.
4. An individual shall be transported to a hospital emergency room by emergency medical responders after the administration of an opioid antidote, even if the

## 5330.04 ADMINISTERING AN OPIOID ANTIDOTE (M)

person's symptoms appear to have resolved. A student transported to the hospital shall be transported in accordance with the Board's Policy required in treating alcohol or other drug-affected student s pursuant to N.J.A.C. 16-4.1(c)5.

5. The Principal or designee shall notify the Superintendent or designee whenever an opioid antidote is administered.
6. The Principal or designee shall notify, as soon as practical, the parent of any student or a family member or other contact person for a staff member who may be experiencing an opioid overdose or has been administered an opioid antidote.
7. Nothing in Regulation 5330.04 shall be interpreted to prohibit the administration of an opioid antidote to a student, staff member, or other person in an emergency during school hours or during on-site school-sponsored activities by an emergency medical responder or other person authorized by law to administer an opioid antidote, in accordance with N.J.S.A. 24:6J-1 et seq.

### E. Use of Controlled Dangerous Substances

1. Any student or staff member who is found to be under the influence of a controlled dangerous substance shall be subject to the provisions of any applicable statutes and administrative codes and Board Policies and Regulations prohibiting the use of a controlled dangerous substance.

### F. Limitations of Liability

1. Pursuant to N.J.S.A. 24:6J-4, the school district, school physician, certified school nurse, and other approved designees shall not, as a result of any acts or omissions, be subject to any criminal or civil liability for administering an opioid antidote.
2. Any person or entity authorized under N.J.S.A 18A:40-12.23 through 12.28 to administer an opioid antidote, may administer to an overdose victim with full immunity:
  - a. A single dose of any type of FDA approved opioid antidote for use in treatment of opioid overdoses and;
  - b. Up to three doses of an intramuscular auto injector or an intranasal application of opioid antidote, as needed to revive the overdose victim.

Approved: June 3, 2019

# POLICY

## LIVINGSTON BOARD OF EDUCATION

Students  
5610 SUSPENSION (M)

### 5610 SUSPENSION (M)

The Board of Education recognizes that even the temporary exclusion of a student from the educational program of this district is a severe sanction and one that cannot be imposed without due process.

Any student who is guilty of continued and willful disobedience, or of open defiance of the authority of any teacher or person having authority over him, or of the habitual use of profanity or of obscene language, or who shall cut, deface or otherwise injure any school property, shall be liable to punishment and to suspension or expulsion from school. Conduct which shall constitute good cause for suspension or expulsion of a student guilty of such conduct shall include, but not be limited to, the conduct as defined in N.J.S.A. 18A:37-2 and the school district's Student Discipline/Code of Conduct Policy and Regulation in accordance with the N.J.A.C. 6A:16-7.1. et seq.

For the purposes of this Policy, "suspension" means the temporary removal of a student from the regular instructional program.

For the purposes of this Policy, "short term suspension" means a suspension for at least one, but not more than ten consecutive school days and "long term suspension" means a suspension for more than ten consecutive school days.

In accordance with the provisions of N.J.S.A. 18A:37-4, a student may be suspended only by the Principal, who shall report any suspension to the Superintendent as soon as possible. The Superintendent shall report the suspension to the Board at its next regular meeting. The suspended student may be reinstated by the Principal or by the Superintendent prior to the second regular meeting of the Board following the suspension, unless the Board reinstates the student at the first regular meeting. No student suspended for reasons of assault upon a person in authority may be reinstated before the Board has held a hearing, within thirty calendar days of the suspension, to consider that student's expulsion from school. At its second regular meeting after the suspension and thereafter, the Board alone may reinstate the student or continue the suspension.

In accordance with the provisions of N.J.S.A. 18A:37-2a, a student in Kindergarten through grade two shall not receive an out-of-school suspension, except when the suspension is based on conduct that is of a violent or sexual nature that endangers others. Students in preschool shall not receive an out-of-school suspension except as provided pursuant to the "Zero Tolerance for Guns Act," N.J.S.A. 18A:37-7 et seq.

The district shall implement an early detection and prevention program to identify students in preschool through grade two who are experiencing behavioral or disciplinary problems and provide behavioral supports for these students which may include, but not be limited to, remediation of problem behaviors, positive reinforcements, supportive interventions, and referral services. An early detection program may be incorporated into the intervention and referral services required to be established in each school pursuant to State Board of Education regulations.

# POLICY

## LIVINGSTON BOARD OF EDUCATION

### Students 5610 SUSPENSION (M)

For long-term suspensions, the Board's failure to take any such action at its second regular meeting after the suspension or at any regular meeting thereafter will terminate the suspension, and the student shall be readmitted to school.

In each instance of a short-term suspension, the student will be provided oral or written notice of the charges and an informal hearing conducted by the Principal or designee in accordance with the procedures outlined in N.J.A.C. 6A:16-7.2. To the extent the student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the educational process, the student may be immediately removed from the student's educational program and the informal hearing shall be held as soon as practical after the suspension.

In each instance of a long-term suspension, the district shall assure the rights of the student pursuant to N.J.A.C. 6A:16-7.3.

The district will comply with the requirements of N.J.A.C. 6A:16-7.2 and 7.3, in addition to all the procedural protections set forth in N.J.A.C. 6A:14, for each student with a disability who is subject to a short-term or long-term suspension.

In each instance of a short- or long-term suspension, the district shall provide academic instruction, either in school or out of school, that addresses the New Jersey Student Learning Standards pursuant to N.J.A.C. 6A:8-3.1 et seq., which may include a public education program provided in accordance with the provisions of N.J.A.C. 6A:16-9 or 10. These services shall be provided within five school days of the suspension. Educational services provided to a student with a disability shall be provided consistent with the student's Individualized Education Program, in accordance with N.J.A.C. 6A:14.

In the event a student has experienced multiple suspensions or may be subject to a proposed expulsion from school, the Principal shall convene a meeting, as soon as practicable, between the student and a school psychologist, a school counselor, a school social worker, a student assistance coordinator, or a member of the school's intervention and referral services team in accordance with provisions of N.J.S.A. 18A:37-2c.

Student records are subject to challenge by parents and adult students in accordance with N.J.A.C. 6A:32-7.7 and Policy and Regulation 8330. The name of a disciplined student will not appear in the agenda or minutes of a public meeting or in any public record of this district; any such student will be designated by code.

N.J.S.A. 18A:37-1; 18A:37-2 et seq.; 18A:37-4; 18A:37-5

N.J.A.C. 6A:16-7.2; 6A:16-7.3; 6A:32-7.7; 6A:14-2.8

Adopted: 04 June 2007

Revised: 20 October 2014

Revised: September 17, 2018

## R 5610 SUSPENSION PROCEDURES (M)

### A. Short-Term Suspensions

1. In each instance of a short-term suspension, the Principal or designee, shall assure the rights of a student suspended for one, but not more than ten consecutive school days by providing for the following:
  - a. As soon as practicable, oral or written notice of charges to the student.
    - (1) When charges are denied, an explanation of the evidence forming the basis of the charges also shall be provided.
  - b. Prior to the suspension, an informal hearing during which the student is given the opportunity to present his or her version of the events regarding his or her actions leading to the short-term suspension and is provided notice of the school district's actions taken pursuant to N.J.A.C. 6A:16-7.1(c)2 and 5.
    - (1) The informal hearing shall be conducted by a school administrator or designee;
    - (2) To the extent that a student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the educational process, the student may be immediately removed from the student's educational program and the informal hearing shall be held as soon as practical after the suspension;
    - (3) The informal hearing should take place even when a school staff member has witnessed the conduct forming the basis of the charge; and
    - (4) The informal hearing and the notice given may take place at the same time.
  - c. Oral or written notification to the student's parent of the student's removal from the student's educational program prior to the end of the school day on which the Principal decides to suspend the student. The notification shall include an explanation of:
    - (1) The specific charges;
    - (2) Pertinent information regarding the matter as appropriate;

- (3) The provision(s) of the code of student conduct the student is accused of violating;
  - (4) The student's due process rights, pursuant to N.J.A.C. 6A:16-7.1(c)3 and N.J.A.C. 6A:16-7.2; and
  - (5) The terms and conditions of the suspension.
- d. Appropriate supervision of the student while waiting for the student's parent to remove the student from school during the school day; and
  - e. Academic instruction, either in school or out of school, that addresses the Core Curriculum Content Standards.
- (1) The student's academic instruction shall be provided for suspensions lasting more than four days.
  - (2) At the completion of a short-term suspension, the Board of Education shall return a general education student to the general education program for which he or she was suspended.
  - (3) The academic instruction provided to a student with a disability shall be provided consistent with N.J.A.C. 6A:14.
- 2. The Principal suspending the student shall immediately report the suspension to the Superintendent, who shall report it to the Board of Education at its next regular meeting, pursuant to N.J.S.A. 18A:37-4.
  - 3. An appeal of the Board's decision affecting the general education student's educational program shall be made to the Commissioner, in accordance with N.J.S.A. 18A:37-2.4 and N.J.A.C. 6A:3-1.3 through 1.17.
  - 4. For a student with a disability, the provisions set forth in N.J.A.C. 6A:16-7.2 shall be provided in addition to all procedural protections set forth in N.J.A.C. 6A:14.

## B. Long-Term Suspensions



# REGULATION

## LIVINGSTON BOARD OF EDUCATION

### STUDENTS R 5610 SUSPENSION PROCEDURES (M)

1. In each instance of a long-term suspension, the Principal or designee shall assure the rights of a student suspended for more than ten consecutive school days by providing the following:
  - a. Notification to the student of the charges prior to the student's removal from school;
  - b. Prior to the suspension, an informal hearing during which the student is given the opportunity to present his or her version of events regarding his or her actions leading to the long-term suspension and is provided notice of the school district's actions taken pursuant to N.J.A.C. 6A:16-7.1(c)2 and 5;
  - c. Immediate oral notification to the student's parent of the student's removal from school; written notification will follow oral communication;
  - d. Appropriate supervision of the student while waiting for the student's parent to remove the student from school during the school day;
  - e. Written notification to the parent by the Superintendent or designee within two school days of the initiation of the suspension, stating:
    - (1) The specific charges;
    - (2) The facts on which the charges are based;
    - (3) The student's due process rights, pursuant to N.J.A.C. 6A:16-7.1(c)3 and N.J.A.C. 6A:16-7.3; and
    - (4) Further engagement by the student in conduct warranting expulsion, pursuant to N.J.S.A. 18A:37-2, shall amount to a knowing and voluntary waiver of the student's right to a free public education, in the event that a decision to expel the student is made by the Board, pursuant to N.J.S.A. 18A:37-2 and N.J.A.C. 6A:16-7.4.
      - (a) The Board shall request from the parent and student written acknowledgement of the notification provided pursuant to N.J.A.C. 6A:16-7.3(a)5.iv subsequent to the removal of the student from his or her educational program, pursuant to N.J.A.C. 6A:16-7.3.

# REGULATION

## LIVINGSTON BOARD OF EDUCATION

### STUDENTS R 5610 SUSPENSION PROCEDURES (M)

- f. A list of witnesses and their statements or affidavits, if any, no later than five days prior to the formal hearing, pursuant to j. below;
- g. For a student with a disability, a manifestation determination, pursuant to N.J.A.C. 6A:14-2.8 and the Federal regulations;
- h. Information on the student's right to secure an attorney and legal resources available in the community identified pursuant to N.J.A.C. 6A:16-7.1(c)7;
- i. Either in- or out-of-school educational services that are comparable to those provided in the public schools for students of similar grades and attainments, pursuant to N.J.S.A. 18A:38-25, which may include a public education program provided in accordance with N.J.A.C. 6A:16-9 or 10.
  - (1) The student's educational services shall be provided within five school days of the suspension.
  - (2) The Board shall make decisions regarding the appropriate educational program and support services for the suspended general education student based on the Core Curriculum Content Standards and the following considerations:
    - (a) A behavioral assessment or evaluation including, but not limited to, a referral to the Child Study Team, as appropriate;
    - (b) The results of relevant testing, assessments, or evaluations of the student;
    - (c) The student's academic, health, and behavioral records;
    - (d) The recommendation of the Superintendent, Principal, or other relevant school or community resource;
    - (e) Considerations of parental input; or
    - (f) Consultation with the Intervention and Referral Services Team, in accordance with N.J.A.C. 6A:16-8.
  - (3) Educational services provided to a student with a disability shall be provided consistent with N.J.A.C. 6A:14.

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- j. A formal hearing before the Board that shall, at a minimum:
  - (1) Be conducted by the Board or delegated by the Board to a Board committee, a school administrator, or an impartial hearing officer for the purpose of determining facts or making recommendations.
    - (a) Before taking final action, the Board as a whole shall receive and consider either a transcript or detailed report on the hearing.
  - (2) Include the opportunity for the student to:
    - (a) Confront and cross-examine witnesses, if there is a question of fact; and
    - (b) Present his or her own defense, and produce oral testimony or written supporting affidavits.
  - (3) Take place no later than thirty calendar days following the day the student is suspended from the general education program; and
  - (4) Result in the Board's decision that shall be based, at a minimum, on the preponderance of competent and credible evidence.
- k. A written statement to the student's parent regarding the Board's decision within five school days after the close of the hearing. The statement shall include at a minimum:
  - (1) The charges considered;
  - (2) A summary of the documentary or testimonial evidence from both the student and the administration that was brought before the Board at the hearing;
  - (3) Factual findings relative to each charge and the Board's determination of each charge;
  - (4) Identification of the educational services to be provided to the student, pursuant to i. above;
  - (5) The terms and conditions of the suspension; and

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- (6) The right to appeal to the Commissioner of Education the Board's decision regarding the student's general education program, in accordance with N.J.S.A. 18A:37-2.4 and N.J.A.C. 6A:3-1.3 through 1.17.
1. If at any time it is found that the student did not commit the offense, the student shall be immediately returned to the program from which he or she was removed; and
    - m. At the completion of a long-term suspension, the Board shall return the general education student to the general education program.
  2. An appeal of the Board's decision regarding the general education student's program shall be made to the Commissioner of Education, in accordance with N.J.S.A. 18A:37-2.4 and N.J.A.C. 6A:3-1.3 through 1.17.
  3. Suspension of a general education student shall not be continued beyond the Board's second regularly scheduled meeting following the suspension, unless the Board so determines, pursuant to N.J.S.A. 18A:37-5.
    - a. The Board shall determine whether to continue the suspension, pursuant to B.1. above, based on the following criteria:
      - (1) The nature and severity of the offense;
      - (2) The Board's removal decision;
      - (3) The results of relevant testing, assessments, or evaluations of the student; and
      - (4) The recommendation of the Superintendent, after considering input from the Principal or Director of the alternative education program or home or other in-school or out-of-school instruction program in which the student has been placed.
    - b. The Board shall develop and adopt policies and procedures providing for action on the continuation of student suspensions in the event of cancellation of the first or second regular Board meeting pursuant to N.J.S.A. 18A:37-4 and 5. In this unlikely event,

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At the next regularly scheduled meeting of the Livingston Board of Education, the Board will meet in Executive Session to decide the continuation of the suspension. The suspension will continue subject to the ratification of the Board.

4. When the Board votes to continue a general education student's suspension, it shall review the case, in consultation with the Superintendent, at each subsequent Board meeting for the purpose of determining:
  - a. The status of the student's suspension;
  - b. The appropriateness of the suspended student's current educational program; and
  - c. Whether the suspended student's current placement, pursuant to i. above, should continue or whether the student should return to the general education program.
5. When the Board votes to continue a general education student's suspension, it shall make, in consultation with the Superintendent, the final determination on:
  - a. When the student is prepared to return to the general education program;
  - b. Whether the student will remain in an alternative education program or receive home or other in-school or out-of-school instruction, based on the criteria set forth in B.3.a.(1) through (4) above; or
  - c. Whether to initiate expulsion proceedings in accordance with N.J.S.A. 18A:37-2, N.J.A.C. 6A:16-7.4, and Policy 5620.
6. The Board shall provide a general education student suspended under N.J.A.C. 6A:16-7.3 with an appropriate educational program or services, based on the criteria set forth under B.1.i.(2) above, until the student graduates from high school or reaches the age of twenty, whichever comes first.
  - a. The educational program shall be consistent with the provisions of N.J.A.C. 6A:16-9.2 and 10.2 and 6A:14-2 and 4.3, whichever is applicable; or
  - b. The educational services provided, either in-school or out-of-school, shall be comparable to those provided in the public schools for students of similar grades and attainments, pursuant to the provisions of N.J.S.A. 18A:38-25.

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7. For a student with a disability who receives a long-term suspension, the Board shall proceed in accordance with N.J.A.C. 6A:14 in determining or changing the student's educational placement to an interim or alternate educational setting.
  - a. All procedural protections set forth in N.J.A.C. 6A:14 and N.J.A.C. 6A:16-7.3 shall be afforded to a student with a disability who is subjected to a long-term suspension.
  - b. All decisions concerning the student's educational program or placement shall be made by the student's Individualized Education Program team.
  - c. The provisions of B.2. through B.6. above shall not apply to students with disabilities.

#### C. Meeting with Student – Multiple Suspensions or Possible Expulsion

1. In accordance with the provisions of N.J.S.A. 18A:37-2c, in the event a student has experienced multiple suspensions or may be subject to a proposed expulsion from school, the Principal shall convene a meeting, as soon as practicable, between the student and a school psychologist, a school counselor, a school social worker, a student assistance coordinator, or a member of the school's intervention and referral services team.
  - a. The Principal may convene such a meeting, if after the student has been suspended for the first time, the Principal upon evaluation deems such a meeting appropriate.
  - b. The purpose of the meeting shall be to identify any behavior or health difficulties experienced by the student and, where appropriate, to provide supportive interventions or referrals to school or community resources that may assist the student in addressing the identified difficulties.
2. The requirements of C.1. above shall not apply when a student's immediate removal or suspension from the school's regular education program is required pursuant to:
  - a. The provisions of the "Zero Tolerance for Guns Act," (N.J.S.A. 18A:37-7 et seq.);
  - b. N.J.S.A. 18A:37-2.1 – Assault by Pupil upon Teacher, etc.; Suspension; Expulsion Proceeding;

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- c. N.J.S.A. 18A:37-2.2 – Offense by Pupil Involving Assault, Removal from Schools Regular Education Program; or
  - d. In any other instance in which the safety and security of other students or school staff requires the student's immediate removal from school.
- 3. In the instances provided in C.2.a. through d. above, the meeting required in C.1. above shall take place as soon as practicable following the student's removal from the school's regular education program.
  - 4. The provisions of N.J.S.A. 18A:37-2c and C. of this Regulation shall be construed in manner consistent with the "Individuals with Disabilities Act," 20 U.S.C. (Symbol) 1400 et seq.

Adopted:

Adopted: January 23, 2017

Revised: May 2017

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## 5620 EXPULSION (M)

The Board of Education recognizes that expulsion from this district is the most severe sanction that can be imposed upon a student.

The Board may expel a general education student from school, pursuant to N.J.S.A. 18A:37-2, only after the Board has provided the following:

1. The procedural due process rights set forth in N.J.A.C. 6A:16-7.1(c) 3 and 7.3, and as outlined in Policy and Regulation 5610, subsequent to a long-term suspension pursuant to N.J.A.C. 6A:16-7.3;
2. An appropriate educational program or service, based on the criteria set forth under N.J.A.C. 6A:16-7.3(f) and as outlined in Regulation 5610.
  - a. The educational program or service shall be consistent with the provisions of N.J.A.C. 6A:16-9.2 – Program Criteria; , N.J.A.C. 6A:16-10.2, Home or Out-of-School Instruction for General Education Students; N.J.A.C. 6A:14-2.1 et seq., Special Education, Procedural Safeguards; N.J.A.C. 6A:14-4.3 - Special Education, Program Options, whichever are applicable; or
  - b. The educational services provided, either in school or out-of-school, shall be comparable to those provided in the public schools for students of similar grades and attainments, pursuant to N.J.S.A. 18A:38-25.

An appeal of the Board's decision regarding the cessation of the student's general education program shall be made to the Commissioner of Education in accordance with N.J.S.A. 18A:6-9 and N.J.A.C. 6A:3-1.3 through 1.17. The Board shall continue to provide an appropriate educational program or service in accordance with N.J.A.C. 6A:16-7.4(a)2 until a final determination has been made on the appeal of the Board's action to expel a student.

In accordance with the provisions of N.J.S.A. 18A:37-2a, a student in Kindergarten through grade two shall not be expelled from school, except as provided pursuant to the "Zero Tolerance for Guns Act," N.J.S.A. 18A:37-7 et seq. Students in preschool shall not be expelled, except as provided pursuant to the "Zero Tolerance for Guns Act," N.J.S.A. 18A:37-7 et seq.

The district shall implement an early detection and prevention program to: identify students in preschool through grade two who are experiencing behavioral or disciplinary problems; and provide behavioral supports for these students which may include, but not be limited to, remediation of problem behaviors, positive reinforcements, supportive interventions, and



referral services. An early detection program may be incorporated into the intervention and referral services required to be established in each school pursuant to State Board of Education regulations.

The accordance with the provisions of N.J.S.A. 18A:37-2c, in the event a student may be subject to a proposed expulsion from school, the Principal shall convene a meeting, as soon as practicable, between the student and a school psychologist, a school counselor, a school social worker, a student assistance coordinator, or a member of the school's intervention and referral service team. The purpose of the meeting shall be to identify any behavior or health difficulties experienced by the student and, where appropriate, to provide supportive interventions or referrals to school or community resources that may assist the student in addressing the identified difficulties.

The requirements of N.J.S.A. 18A:37-2c shall not apply when a student's immediate removal or suspension from the school's regular education program is required pursuant to: the provisions of the "Zero Tolerance for Guns Act," (N.J.S.A. 18A:37-7 et seq.); N.J.S.A. 18A:37-2.1 – Assault by Pupil Upon Teacher, etc; Suspension; Expulsion Proceedings; N.J.S.A. 18A:37-2.2 – Offense by Pupil Involving Assault, Removal from Schools Regular Education Program; or in any other instance in which the safety and security of other students or school staff requires the student's immediate removal from school. In these instances, the meeting required pursuant to N.J.S.A. 18A:37-2c shall take place as soon as practicable following the student's removal from the school's regular education program.

The provisions of N.J.S.A 18 A:37-2c shall be construed in a manner consistent with the "Individuals with Disabilities Act," 20 U.S.C [symbol] 1400 et seq.

A student with a disability shall only be expelled from his or her current program in accordance with N.J.A.C 6A:14 et seq. An expulsion of a student with a disability from a receiving school shall be handled in accordance with N.J.S.C. 6A:14 et seq.

N.J.S.A. 18A: 36A-9; 18A:37-2 et seq.

N.J.A.C. 6A:16-7.4; 6A:14 et seq.

Adopted: 08 December 2014

Revised: 25 September 2017

## 8320 PERSONNEL RECORDS

The Board of Education believes that the orderly operation of the school district requires the retention of all records bearing upon an employee's qualifications for employment and employment history.

The Board requires that sufficient records be compiled and maintained to demonstrate an employee's qualifications for the position assigned; compliance with Federal, State, and local benefit programs; conformity to district rules; the proper conduct of evaluations; and the employee's entitlement, as appropriate, to tenure and seniority.

The Superintendent or his/her designee shall be responsible for the custody and maintenance of personnel records. A single, central file of documents shall be maintained; temporary, subsidiary records will be permitted for ease in data gathering only. An employee's personnel file shall be maintained for six years following his/her termination of district service, provided the employment history record card is maintained for a minimum of eighty years.

A Board of Education and private agencies that provide educational services by means of public funds shall make employee records and information available for public access pursuant to N.J.S.A. 47:1A-10, the Open Public Records Act, but in accordance with N.J.S.A. 18A:6-120.(d) and 121.(d), and as provided in Policy and Regulation 8320 - Section G.

Personnel records may be inspected by school administrators to the extent that such inspection is required in the performance of the inspector's duties.

Board members may have access to confidential information in the personnel files of only those employees recommended for or subjected to an employment action requiring a vote of the Board or where access to the information is essential for the performance of the Board member's duties. Board member access to personnel files is limited to the relevant portion of the file and is available only through the Superintendent. Board members may freely inspect employment applications filed by candidates for district positions.

An employee may inspect his/her personnel file provided that the employee requests such access in writing, reviews the record in the presence of the administrator designated to maintain the file, makes no alteration or addition to the file nor removes any material from it, and signs a log attached to the file indicating the date on which it was inspected. Personnel files may be inspected during regular business hours and with an appointment.

An employee may appeal to the Superintendent the inclusion or exclusion of records or for appropriate administrative review of the accuracy of any record in his/her personnel file.

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The Superintendent shall prepare rules enumerating the records to be maintained for each employee of this district, including, as a minimum and as appropriate to the position, the completed application form, employment contract(s), a copy of the employee's qualifying certification, transcripts, report of an employment physical examination, oath of allegiance, criminal background check, income tax forms, retirement registration, hospitalization forms, annuity forms, rate of compensation, attendance record, assignments to positions, completed evaluations, reports of disciplinary incidents, records of special awards or distinctions, and reports of annual or special physical and mental examinations.

N.J.S.A. 18A:18A-14.2; 18A:40-19; 18A:66-32

N.J.S.A. 47:1A-1 et seq.

N.J.A.C. 6A:32-4.3

Adopted: 06 June 2011

## 8320 PERSONNEL RECORDS (M)

### A. Definitions (N.J.A.C. 6A:32-2.1)

1. "Access" means the right to view, make notes, and/or reproduce a student record.
2. "Adult student" means a person who is at least eighteen years of age, or is attending an institution of postsecondary education, or is an emancipated minor.
3. "Mandated student records" means student records that school districts compile pursuant to State statute, regulation, or authorized administrative directive.
4. "Parent" means the natural or adoptive parent, legal guardian, surrogate appointed according to N.J.A.C. 6A:14-2.2, or a person acting in place of a parent (such as a grandparent or stepparent with whom the student lives or a person legally responsible for the student's welfare). Unless parental rights have been terminated by a court of appropriate jurisdiction, the parent retains all rights under N.J.A.C. 6A:32. In addition, a foster parent may act as a parent under the provisions of N.J.A.C. 6A:32 if the parent's authority to make educational decisions on the student's behalf has been terminated by a court of appropriate jurisdiction.
5. "Permitted student records" means records that the Board of Education has authorized, by resolution adopted at a regular public meeting, to be collected to promote the educational welfare of students.
6. "Student record" means information related to an individual student gathered within or outside the school district and maintained within the school district regardless of the physical form in which it is maintained. Essential in this definition is the idea that any information that is maintained for the purpose of second-party review is considered a student record. Therefore, information recorded by certified school personnel solely as a memory aid and not for the use of a second party is excluded from this definition.
7. "Student information directory" means a publication of the Board of Education that includes information relating to a student. It shall be used only by authorized school district personnel and for designated official use by judicial, law enforcement, and medical personnel and not for general public consumption. The information shall be the student's: name; grade level; date and place of birth; dates of attendance; major field of study; participation in officially recognized

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activities; weight and height relating to athletic team membership; degrees; awards; the most recent educational agency attended by the student; and other similar information.

### B. General Considerations (N.J.A.C. 6A:32-7.1)

1. The Board of Education shall compile and maintain student records and regulate access, disclosure, or communication of information contained in educational records in a manner that assures the security of such records in accordance with the provisions of N.J.A.C. 6A:32-7.1. et seq.
2. Student records shall contain only such information as is relevant to the education of the student and is objectively based on the personal observations or knowledge of the certified school personnel who originate(s) the record.
3. The school district shall provide annual, written notification to parents, adult students, and emancipated minors of their rights in regard to student records and student participation in educational, occupational, and military recruitment programs. Copies of the applicable State and Federal laws and local policies shall be made available upon request. The school district shall make every effort to notify parents and adult students in their dominant language.
4. A non-adult student may assert rights of access only through his or her parents. However, nothing in N.J.A.C. 6A:32-7 et seq. or in Policy or Regulation 8330 shall be construed to prohibit certified school personnel from disclosing at their discretion student records to non-adult students or to appropriate persons in connection with an emergency, if such knowledge is necessary to protect the health or safety of the student or other persons.
5. The parent or adult student shall have access to their own records and have access to or be specifically informed about only that portion of another student's record that contains information about his or her own child or himself or herself.
6. The Superintendent or designee shall require all permitted student records of currently enrolled students to be reviewed annually by certified school personnel to determine the education relevance of the material contained therein. The reviewer shall cause data no longer descriptive of the student or educational program to be deleted from the records except that prior notice shall be given for classified students in accordance with N.J.A.C. 6A:14, Special Education. Such

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information shall be disposed of and not be recorded elsewhere. No record of any such deletion shall be made.

7. No liability shall be attached to any member, officer, or employee of the Board of Education permitting access or furnishing student records in accordance with N.J.A.C. 6A:32-7.1 et seq.
8. When the parent's or adult student's dominant language is not English or the parent or adult student is deaf, the school district shall provide interpretation of the student records in the dominant language of the parents or adult student.
9. Student health records shall be maintained separately from other student records and handled, according to the requirements of N.J.A.C. 6A:32-7.1 et seq., until such time as graduation or termination, whereupon the health history and immunization record shall be removed from the student's health record and placed in the student's mandated record.

### C. School Contact Directory for Official Use (N.J.A.C. 6A:32-7.2)

1. The Board of Education shall compile and maintain a school contact directory for official use that is separate and distinct from the student information directory.
  - a. School personnel shall provide information from the school contact directory for official use only to judicial and law enforcement personnel, and to medical personnel currently providing services to the student in question.
  - b. Upon request from a court, other judicial agency, law enforcement agency, or medical service provider currently providing services to the student in question, school personnel shall promptly verify the enrollment of a student and provide the requester with all information about that student that is contained in the school contact directory for official use.
2. To exclude any information from the school contact directory for official use, the parent, adult student, or emancipated minor shall notify the Superintendent or designee in writing.

### D. Mandated and Permitted Student Records (N.J.A.C. 6A:32-7.3)

1. Mandated student records shall include the following:

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- a. The student's name, address, telephone number, date of birth, name of parent(s), gender, standardized assessment results, grades, attendance, classes attended, grade level completed, year completed, and years of attendance;
  - b. Record of daily attendance;
  - c. Descriptions of student progress according to the system of student evaluation used in the school district;
  - d. History and status of physical health compiled in accordance with State regulations, including results of any physical examinations given by qualified school district employees and immunizations;
  - e. Records pursuant to rules and regulations regarding the education of students with disabilities; and
  - f. All other records required by N.J.A.C. 6A.
2. Permitted student records are those student records not mandated pursuant to N.J.A.C. 6A:32-7.3, but authorized by the Board to promote the student's educational welfare and include the following as authorized by this Board upon adoption of Policy and Regulation 8330. These records may include, but are not limited to:
- a. Personally authenticated observations, assessments, ratings, and anecdotal reports recorded by teaching staff members in the performance of their professional responsibilities and intended for review by another person, provided the record is dated and signed by the originator. Information recorded solely as a memory aid for the originator becomes a student's record when it is reviewed by any other person, including a substitute;
  - b. Information, scores, and results obtained from standardized tests or by approved tests conducted by professional personnel;
  - c. Educationally relevant information provided by the parent, adult student, or emancipated minor regarding the student's achievements or school activities;
  - d. Any correspondence with the student and/or the student's parents;
  - e. Driver education certificate;

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- f. Emergency notification form;
- g. New student registration form;
- h. Withdrawal or transfer form;
- i. Change of schedule form;
- j. Records of disciplinary infractions, penalties, and disciplinary hearings;
- k. Records of the student's co-curricular and athletic activities and achievements;
- l. Class rank;
- m. Awards and honors;
- n. Notations of additional records maintained in a separate file;
- o. The statement from a student's parent, adult student, or emancipated minor regarding a contested portion of the record;
- p. Entries indicating review of the file by an authorized person;
- q. \_\_\_\_\_;
- r. \_\_\_\_\_;
- s. \_\_\_\_\_; and
- t. \_\_\_\_\_.

### E. Maintenance and Security of Student Records (N.J.A.C. 6A:32-7.4)

1. The Superintendent or designee shall be responsible for the security of student records maintained in the school district and shall devise procedures/regulations for assuring that access to such records is limited to authorized persons. Policy and Regulation 8330 assures that access to such records is limited to authorized persons.



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2. Records for each individual student may be stored either electronically or in paper format. When student records are stored electronically, proper security and backup procedures shall be administered.
3. Student health records, whether stored on paper or electronically, shall be maintained separately from other student records, until such time as graduation or termination whereupon the health history and immunization record shall be removed from the student's health record and placed in the student's mandated record.
4. Records shall be accessible during the hours in which the school program is in operation.
5. Mandated student records required as part of programs established through State-administered entitlement or discretionary funds from the U.S. Department of Education shall be maintained for a period of five years after graduation, termination from the school district, or age twenty-three, whichever is longer, and shall be disposed of in accordance with N.J.S.A. 47:3-15 et seq.
6. Any district website shall not disclose any personally identifiable information about a student, in accordance with N.J.S.A. 18A:36-35.

### F. Access to Student Records (N.J.A.C. 6A:32-7.5)

1. Only authorized organizations, agencies, or persons as defined in N.J.A.C. 6A:32-7.5 shall have access to student records, including student health records. Access to student records shall be provided to persons authorized such access under N.J.A.C. 6A:32-7.1 et seq. within ten days of a request, but prior to any review or hearing conducted in accordance with N.J.A.C. 6A.
2. The school district shall control access to, disclosure of, and communication regarding information contained in student health records to assure access only to people permitted by Federal and State statute and regulations or stated in N.J.A.C. 6A:32-7.5(e) and section G. below.
3. The school district may charge a reasonable fee for reproduction of student records, not to exceed the schedule of costs set forth in N.J.S.A. 47:1A-5, provided that the cost does not effectively prevent the parents or adult students from exercising their rights under N.J.A.C. 6A:32-7 or other Federal and State

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rules and regulations regarding students with disabilities, including N.J.A.C. 6A:14.

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

G. Authorized Organizations, Agencies, and Persons with Access to Student Records (N.J.A.C. 6A:32-7.5(e))

Access shall include only the following:

1. A student who has the written permission of a parent and the parent of a student under the age of eighteen whether the child resides with the parent except per N.J.S.A. 9:2-4:
  - a. The place of residence shall not be disclosed; and
  - b. Access shall not be provided if denied by a court.
2. Students at least sixteen years of age who are terminating their education in the school district because they will graduate secondary school at the end of the term or no longer plan to continue their education;
3. An adult student and parent who has the written permission of an adult student, except that the parent shall have access without consent of the student as long as the student is financially dependent on the parent and enrolled in the public school system or if the student has been declared legally incompetent by a court of appropriate jurisdiction. The parent of the financially dependent adult student may not disclose information contained in the adult student's record to a second or third party without the consent of the adult student;
4. Certified school district personnel who are assigned educational responsibility for the student shall have access to the general student record but not to the student health record except under conditions permitted in N.J.A.C. 6A:16-2.4;
5. Certified educational personnel who have assigned educational responsibility for the student and who are employed by agencies listed below shall have

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access to the general student record, but not to the student health record except under conditions permitted in N.J.A.C. 6A:16-2.4:

- a. An approved private school for the disabled;
  - b. A State facility;
  - c. Accredited nonpublic schools in which students with educational disabilities have been placed according to N.J.S.A. 18A:46-14; or
  - d. Clinics and agencies approved by the Department of Education.
6. To fulfill its legal responsibility, the Board of Education shall have access through the Superintendent or designee to information contained in a student's record. Information shall be discussed in executive session unless otherwise requested by the parent or adult student;
  7. Secretarial and clerical personnel under the direct supervision of certified school personnel shall be permitted access to portions of the record to the extent necessary for the entry and recording of data and the conducting of routine clerical tasks. Access shall be limited only to student files in which such staff are directed to enter or record information, and shall cease when the specific assigned task is completed;
  8. Accrediting organizations in order to carry out their accrediting functions;
  9. The Commissioner of Education and New Jersey Department of Education staff members who are assigned responsibility that necessitates the review of such records;
  10. Officials of other district Boards of Education within the State of New Jersey or other educational agencies or institutions where the student is placed, registered, or seeks to enroll subject to the following conditions:
    - a. Original mandated student records that schools have been directed to compile by New Jersey statute, regulation, or authorized administrative directive shall be forwarded to the receiving school district with written notification to the parent or adult student;

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- b. Original mandated student records that a Board of Education has required shall be forwarded to the receiving school district only with the written consent of the parent or adult student, except where a formal sending-receiving relationship exists between the school districts;
  - c. All records to be forwarded, including disciplinary records as specified in N.J.S.A. 18A:36-19(a), shall be sent to the Superintendent or designee of the school district to which the student has transferred within ten school days after the transfer has been verified by the requesting school district;
  - d. The Superintendent or designee shall request in writing all student records from the school district of last attendance within two weeks from the date that the student enrolls in the new school district;
  - e. Upon request, the Superintendent or designee of the school district of last attendance shall provide a parent(s) or an adult student with a copy of the records disclosed to other educational agencies or institutions; and
  - f. Proper identification, such as a certified copy of the student's birth certificate or other proof of the child's identity pursuant to N.J.S.A. 18A:36-25.1, shall be requested at the time of enrollment in a new school district.
- 11. Officials of the United States Department of Education assigned responsibilities that necessitate review of such records;
  - 12. Officers and employees of a State agency responsible for protective and investigative services for students referred to that agency, pursuant to N.J.S.A. 9:6-8.40. Wherever appropriate, the Board of Education shall ask the State agency for its cooperation in sharing the findings of an investigation;
  - 13. Agency caseworkers or other representatives of a State or local child welfare agency who have the right to access a student's case plan when the agency or organization is legally responsible, in accordance with State law, for the care and protection of the student, consistent with 20 U.S.C. § 1232g(b)(1)(L);
  - 14. Organizations, agencies, and persons from outside the school if they have the written consent of the parent or adult student. Organizations, agencies, and persons shall not transfer student record information to a third party without the written consent of the parent or adult student;

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15. Organizations, agencies, and individuals outside the school, other than those specified in N.J.A.C. 6A:32-7.5, upon the presentation of a court order;
16. Bona fide researchers who explain to the Superintendent the nature of the research project and the relevance of the records sought. Researchers shall also satisfy the Superintendent or designee that the records will be used under strict conditions of anonymity and confidentiality. Such assurance shall be received in writing by the Superintendent prior to the release of information to the researcher;
17. Nothing in N.J.A.C. 6A:32-7.1 et seq. and Policy and Regulation 8330 shall be construed to prohibit school personnel from disclosing information contained in the student health record to students or adults in connection with an emergency, if such knowledge is necessary to protect the immediate health or safety of the student or other persons; and
18. In complying with N.J.A.C. 6A:32-7.1 et seq., individuals shall adhere to requirements pursuant to N.J.S.A. 47:1A-1 et seq. - the Open Public Records Act (OPRA) and 20 U.S.C. § 1232g, 34 CFR Part 99 - the Family Educational Rights and Privacy Act (FERPA).

### H. Conditions for Access to Student Records (N.J.A.C. 6A:32-7.6)

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

1. No student record shall be altered or disposed of during the time period between a request to review the record and the actual review of the record.
2. Authorized organizations, agencies, and persons from outside the school whose access requires the consent of parents or adult students shall submit to the Superintendent or designee the request in writing together with any required authorization.
3. The Superintendent or designee shall be present during the period of inspection to provide interpretation of the records where necessary and to prevent their alteration, damage, or loss. In every instance of inspection of student records by persons other than parents, student, or individuals who have assigned educational

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responsibility for the individual student, an entry shall be made in the student's record of the name(s) of persons granted access, the reason access was granted, the time and circumstances of inspection, the records studied, and the purposes for which the data will be used.

4. Prior to disclosure of student records to organizations, agencies, or persons outside the school district pursuant to a court order, the Superintendent or designee shall give the parent or adult student at least three days' notice of the name of the requesting agency and the specific records requested unless otherwise judicially instructed. Such notification shall be provided in writing, if practicable. Only records related to the specific purpose of the court order shall be disclosed.
  - a. Notice to the parent shall not be required when he or she is party to a court proceeding involving child abuse and neglect or dependency matters, consistent with 20 U.S.C. § 1232g(b)(2)(B).
5. A record may be withheld from a parent or from an adult student only when the school district obtains a court order or is provided with evidence that there is a court order revoking the right to access. Only that portion of the record designated by the court shall be withheld. When the district has or obtains evidence of such court order, the parent or adult student shall be notified in writing within five days of his or her request that access to the record has been denied and that the person has the right to appeal this decision to the court issuing the order.

### I. Rights of Appeal for Parents and Adult Students (N.J.A.C. 6A:32-7.7)

1. Student records are subject to challenge by parents and adult students on grounds of inaccuracy, irrelevancy, impermissible disclosure, inclusion of improper information, or denial of access to organizations, agencies, and persons. The parent or adult student may seek to: expunge inaccurate, irrelevant, or otherwise improper information from the student record; insert additional data as well as reasonable comments as to the meaning and/or accuracy of the records; and/or request an immediate stay of disclosure pending final determination of the challenge procedure as described in N.J.A.C. 6A:32-7.
2. To request a change in the record or to request a stay of disclosure pending final determination of the challenged procedure, the process shall be as follows:

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- a. A parent or adult student shall notify in writing the Superintendent of the specific issues relating to the student record.
  - b. Within ten school days of notification, the Superintendent or designee shall notify the parent or adult student of the school district's decision.
  - c. If the school district disagrees with the request, the Superintendent or designee shall meet with the parent or adult student to resolve the issues set forth in the appeal.
  - d. If the matter is not satisfactorily resolved, the parent or adult student has ten school days to appeal this decision to the Board of Education.
  - e. If an appeal is made to the Board of Education, a decision shall be rendered within twenty school days. The decision of the Board of Education may be appealed to the Commissioner pursuant to N.J.S.A. 18A:6-9 and N.J.A.C. 6A:3, Controversies and Disputes.
  - f. At all stages of the appeal process, the parent or adult student shall be afforded a full and fair opportunity to present evidence relevant to the issue. A record of the appeal proceedings and outcome shall be made a part of the student's record with copies made available to the parent or adult student.
3. Appeals relating to student records of students with disabilities shall be processed in accordance with the requirements of I.2. above.
  4. Regardless of the outcome of any appeal, a parent or adult student shall be permitted to place in the student record a statement commenting upon the information in the student record or setting forth any reasons for disagreement with the decision made in the appeal.
    - a. Such statements shall be maintained as part of the student record as long as the contested portion of the record is maintained. If the contested portion of the record is disclosed to any party, the statement commenting upon the information shall also be disclosed to that party.

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### J. Retention and Disposal of Student Records (N.J.A.C. 6A:32-7.8)

1. A student's record is considered to be incomplete and not subject to the provisions of the Destruction of Public Records Law, N.J.S.A. 47:3-15 et seq., while the student is enrolled in the school district.
  - a. The school district shall retain the student health record and the health history and immunization record according to the School District Records Retention Schedule, as determined by the New Jersey State Records Committee.
2. Student records of currently enrolled students, other than the records that must be maintained for one hundred years as described in N.J.A.C. 6A:32-7.8(e) and 5. below, may be disposed of after the information is no longer necessary to provide educational services to a student.
  - a. Such disposition shall be accomplished only after written parental or adult student notification and written parental or adult student permission has been granted or after reasonable attempts of such notification and reasonable attempts to secure parental or adult student permission have been unsuccessful.
3. Upon graduation or permanent departure of a student from the school district:
  - a. The parent or adult student shall be notified in writing that a copy of the entire student record will be provided to them upon request.
  - b. Information in student records, other than that described in N.J.A.C. 6A:32-7.8(e) and 5. below, may be disposed of, but only in accordance with the Destruction of Public Records Law, N.J.S.A. 47:3-15 et seq.
  - c. Such disposition shall be accomplished only after written parental or adult student notification and written parental or adult student permission has been granted, or after reasonable attempts at such notification and reasonable attempts to secure parental or adult student permission have been unsuccessful and prior written authorization has been obtained from the New Jersey State Records Committee in the New Jersey Department of State.
4. No additions shall be made to the record after graduation or permanent departure without the prior written consent of the parent or adult student.



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5. The New Jersey public school district of last enrollment, graduation, or permanent departure of the student from the school district shall keep for one hundred years a mandated record of a student's name, date of birth, name of parents, gender, health history and immunization, standardized assessment results, grades, attendance, classes attended, grade level completed, year completed, and years of attendance.

Issued: