

**FORT LEE BOARD OF EDUCATION
FORT LEE, NEW JERSEY**

PUBLIC BUSINESS MEETING AGENDA

**THE BOARD OF EDUCATION WILL IMMEDIATELY ENTER CLOSED SESSION TO
DISCUSS CONFIDENTIAL MATTERS.**

THE REGULAR PUBLIC MEETING WILL COMMENCE AT 7:30 P.M.

Monday, March 6, 2017
Meeting Start Time: 6:30 pm

Fort Lee High School Media Center
3000 Lemoine Avenue, Fort Lee, New Jersey 07024

CALL TO ORDER BY THE PRESIDENT

FLAG SALUTE

PUBLIC ANNOUNCEMENT

The New Jersey Open Public Meetings Law was enacted to ensure the right of the public to have advance notice and to attend the meetings of public bodies at which any business affecting their interests is discussed or acted upon. In accordance with the provisions of the Act, the Fort Lee Board of Education has caused notice of this meeting to be published on March 2, 2017 and posted in the entrance hall of the Board Office, 2175 Lemoine Avenue; published in the Board's designated online media outlet/newspapers: The Record, The Star Ledger, Gold Coast Life; filed with the Clerk of the Borough of Fort Lee; and mailed to all persons, if any, who have requested said notice. Please be advised that this meeting is being taped and will be broadcasted on local TV and the district's website at a future date.

ROLL CALL

EXECUTIVE SESSION - Approximately 6:30 p.m.

The Board shall recess to Executive Session in accordance with New Jersey's Open Public Meetings Act, N.J.S.A. 10:4-12(b) (1~9). The general nature of the discussion will involve matters confidential by law, any investigations or tactics or techniques to protect persons or public property, litigation, anticipated litigation and attorney-client matters. These matters will be disclosed to the public as soon as the need for confidentiality no longer applies.

MOTION TO RECONVENE PUBLIC SESSION

Immediately following Executive Session – Approximately 7:30 p.m.

REPORT OF THE SUPERINTENDENT OF SCHOOLS

- ♦ HIB Report

COMMITTEE REPORTS

HEARING OF CITIZENS - QUESTIONS AND COMMENTS FROM THE PUBLIC ON ITEMS LISTED ON TONIGHT'S AGENDA AND ANY OTHER TOPIC OF CONCERN

PUBLIC PARTICIPATION

Public participation shall be governed by the following rules (per District Policy #0167):

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. Participants are limited to three minutes in which to make their statement. Additional time may be granted at the discretion of the presiding officer.
3. The Board will not entertain any comments from persons who communicate obscene material, make statements which are considered bias intimidation in which a person intends to intimidate any individual or group because of race, color, religion, gender, handicap, sexual orientation or ethnicity or makes comments intending to harass or speak any offensive language.
4. All statements shall be directed to the presiding officer; no participant may address or question Board members individually.
5. The presiding officer may:
 - a. Interrupt, warn, or terminate a participant's statement when the statement is too lengthy, abusive, obscene, or irrelevant;
 - b. Request any individual to leave the meeting when that person does not observe reasonable decorum;
 - c. Request the assistance of law enforcement officers in the removal of a disorderly person when that person's conduct interferes with the orderly progress of the meeting;
 - d. Call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action; and
 - e. Waive these rules when necessary for the protection of privacy or the efficient administration of the Board's business.

RESOLUTIONS

BOARD

- 1B THEREFORE BE IT RESOLVED**, that the Fort Lee Board of Education, approves the following minutes:

Public Business Meeting Minutes	February 21,2017
Private Executive Meeting Minutes	February 21,2017

- 2B WHEREAS**, the Fort Lee Board of Education has received the Superintendent's report of incident(s) of Harassment/Intimidation/Bullying ("HIB") within the District; and

WHEREAS, the Board has had the opportunity to review the Superintendent's recommendations with respect to the incident(s) of HIB.

NOW, THEREFORE BE IT RESOLVED, that the Board accepts the Superintendent's recommendations.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 18A:37-15(d), the Superintendent of Schools shall inform the applicable parents/guardians of the students involved in these incidents with the following information within five school (5) days of this Board meeting:

1. The nature of the investigation;
2. Whether the District found evidence of HIB;

3. Whether discipline was imposed;
4. Whether services were provided to address the incident of HIB.

3B THEREFORE BE IT RESOLVED, that the Fort Lee Board of Education, approves the **attendance** of the following Board Members for the **Bergen and Passaic County School Board Association program** as outlined below:

<u>WORKSHOP</u>	<u>DATE</u>	<u>BOARD MEMBER</u>	<u>PLACE</u>
Advocacy – Effectively communicating with legislators	Thursday, March 30, 2017	P. Colbath E. Han Silver H. Morell M. Osso A. Papavasiliou C. Romba D. Sarnoff	Maggiano’s Little Italy The Shops at Riverside 70 Riverside Square Hackensack, NJ 07601

CURRICULUM & INSTRUCTION

- 1CUR THEREFORE BE IT RESOLVED**, that the Fort Lee Board of Education, upon recommendation of the Superintendent, approves **class trips** listed in the attached summary. [See Appendix Page 7](#)
- 2CUR THEREFORE BE IT RESOLVED**, that the Fort Lee Board of Education, upon recommendation of the Superintendent, approves the services of **Kaplan K12 Learning Services, LLC for PSAT and SAT Prep for eligible Title I High School students**, not to exceed a total cost of \$31,975, to be funded by the Title I grant.
- 3CUR THEREFORE BE IT RESOLVED**, that the Fort Lee Board of Education, upon recommendation of the Superintendent, approves the **2017-2018 District Calendar**, as per the attached. [See Appendix Page 8](#)

FINANCE

- 1F THEREFORE BE IT RESOLVED**, that the Fort Lee Board of Education, has received and accepts the **financial reports of the Secretary and Treasurer of School Monies for the month of January 2017** and certifies that the reports indicate that no major account or fund is over expended in violation of N.J.A.C. 6:20-2.13 and that sufficient funds are available to meet the district's financial obligations for the remainder of the school year. [See Appendix Page \(TBD\)](#)
- 2F THEREFORE BE IT RESOLVED**, that the Fort Lee Board of Education, upon recommendation of the Superintendent, confirms the **line item transfers for the month of January 2017**. In order to accomplish the aforesaid purpose, the Business Administrator was authorized to transfer the amount of money into and out of the line items set forth on the attached schedule. [See Appendix Page \(TBD\)](#)
- 3F THEREFORE BE IT RESOLVED**, that the Fort Lee Board of Education, upon recommendation of the Superintendent, approves the payment of the claims on the current **bills list** in the amount of **\$4,444,514.80** for March 2017 checks. [See Appendix Page 9](#)

- 4F **THEREFORE BE IT RESOLVED**, that the Fort Lee Board of Education, upon recommendation of the Superintendent, approves the payment of the claims on the current **Cafeteria list** in the amount of **\$188,824.09** for February 2017 checks.
- 5F **THEREFORE BE IT RESOLVED**, that the Fort Lee Board of Education, upon recommendation of the Superintendent, authorizes the School Business Administrator to renew a **Transportation Contract with South Bergen Jointure Commission** for the 2017-2018 school year. *See Appendix Page 24*
- 6F **THEREFORE BE IT RESOLVED**, that the Fort Lee Board of Education, upon recommendation of the Superintendent, accepts the following **donation**:

Item	Amount/ Estimated Value	Donor	On Behalf Of
Art Supplies & Storage Units consisting of: 3 flat tables (36" x 80") and 1 drafting table & chair	\$3,000	Andre Thibault Leonia, NJ	Lewis F. Cole Middle School
3 flat file cabinets			Buildings & Grounds
TOTAL VALUE	\$3,000		

PERSONNEL

- 1P **THEREFORE BE IT RESOLVED**, that the Fort Lee Board of Education, upon recommendation of the Superintendent, approves the attendance of staff members at the **staff trips/conferences** listed on the attached summary. *See Appendix Page 26*
- 2P **THEREFORE BE IT RESOLVED**, that the Fort Lee Board of Education, upon recommendation of the Superintendent, accepts, with regret, the **retirement of Jeannie Weldin as an ESL Teacher at School No. 4**, after dedicating 26 years of service to the district, effective July 1, 2017.
- 3P **THEREFORE BE IT RESOLVED**, that the Fort Lee Board of Education, upon recommendation of the Superintendent, accepts the **resignation of Kaitlyn Clausman as a 1:1 Aide at School No. 2**, effective June 26, 2017.
- 4P **THEREFORE BE IT RESOLVED**, that the Fort Lee Board of Education, upon recommendation of the Superintendent, approves a **paid administrative leave for Employee #6605** from February 24, 2017 through April 24, 2017.
- 5P **THEREFORE BE IT RESOLVED**, that the Fort Lee Board of Education, upon recommendation of the Superintendent, approves a **suspension, with pay, for Employee #6122**, beginning February 28, 2017.
- 6P **THEREFORE BE IT RESOLVED**, that the Fort Lee Board of Education, upon recommendation of the Superintendent, approves the **appointment of Gina Freitag as an Elementary Teacher for Fort Lee Public Schools** for the 2016-2017 school year, to be placed at Step 1, Class MA, on the 2015-2016 Teachers' Guide, at an annual salary \$59,530.00, to be prorated, pending negotiations, effective March 6, 2017.

7P **THEREFORE BE IT RESOLVED**, that the Fort Lee Board of Education, upon recommendation of the Superintendent, approves the following **leaves**:

Employee First Name	Last Name	Position	Loc	Type	New or Amended	Paid Leave	Unpaid Leave with benefits	Unpaid Leave No Benefits	Return Date
Jennifer	Andrada	Kindergarten Teacher	S3	Maternity	Amended	3/8/17-5/2/17	5/3/17-10/6/17	N/A	10/10/17
Gabrielle	Bernardo	Italian Teacher	HS	Medical	New	2/19/17-3/31/17	N/A	N/A	4/3/17
Brandon	Eldridge	PT Paraprofessional	S4	Personal	Amended	N/A	N/A	1/23/17-3/3/17	3/6/17
Raul	Sanchez	Maintenance	BG	Medical	Amended	9/12/16-3/17/17	N/A	N/A	3/20/17
Soo Mee	Yoo	Spec Ed Math	HS	Maternity	Amended	1/2/17-1/13/17	1/17/17-4/21/17	N/A	4/26/17

8P **THEREFORE BE IT RESOLVED**, that the Fort Lee Board of Education, upon recommendation of the Superintendent, approves the appointment of the following **Substitutes** for the 2016-2017 school year:

**Elida Kadareja
Daniel Lee**

9P **THEREFORE BE IT RESOLVED**, that the Fort Lee Board of Education, upon recommendation of the Superintendent, approves the following teachers as additional **after-school and/or Saturday tutors**, during the 2016-2017 school year to be paid a stipend of \$45.00 per hour, to be funded by the Title I grant:

Location	Name
Fort Lee High School	Stephen Dominguez Chloe Bass

10P **THEREFORE BE IT RESOLVED**, that the Fort Lee Board of Education, upon recommendation of the Superintendent, approves the appointment of additional **Spring Coaches for the 2016-2017 school year**, as follows. All appointments are subject to completion of all personnel documentation and fingerprinting process, prior to starting of said activities.

Name	Sport	Position	Season	Class	Step	Stipend Pending Negotiations
Daniel Cirone	Boys Track	Head Coach	Spring	II	2	\$8,975
Nicole Pacciani*	Boys Track	Assistant Coach	Spring	II	1	\$5,955
Charlie Salame*	Girls Track	Head Coach	Spring	II	1	\$7,829
Angela Johnson	Girls Track	Assistant Coach	Spring	II	2	\$6,524
Demba Mane	Girls Track	Assistant Coach	Spring	II	2	\$6,524
Anastasia Findanis	Softball	Assistant Coach	Spring	II	2	\$6,524

*Newly appointed

POLICY

1POL THEREFORE BE IT RESOLVED, that the Fort Lee Board of Education, upon recommendation of the Superintendent, approves the **first reading of the following policies/regulations** listed below and attached hereto: [See Appendix Page 28](#)

Policy/Reg No.	Topic
P & R 1510	Americans with Disabilities Act (M) (Revised)
P 2415.30	Title I - Educational Stability for Children in Foster Care (M) (New)
P & R 2418	Section 504 of the Rehabilitation Act of 1973 -- Students (M) (New)
P & R 2624	Grading System (Revised)
P & R 5116	Education of Homeless Children (Revised)
R 5410	Promotion and Retention (Revised)
R 7510	Use of School Facilities (Revised)
P & R 8330	Student Records (M) (Revised)

OLD BUSINESS

NEW BUSINESS

ADJOURNMENT

RESPECTFULLY SUBMITTED,

Haquisha Q. Taylor

HAQUISHA Q. TAYLOR
SCHOOL BUSINESS ADMINISTRATOR/BOARD SECRETARY

HQT/haa
Attachments
03-02-2017

**CLASS TRIPS
BOARD AGENDA OF 3/6/2017**

Teacher Name	District Location	Grade/Dept	Destination/Purpose	Location	Trip Date	Number of Pupils	Cost to District	Total Cost To Pupil
Osso, E.	S 3	5 & 6 {G&T}	School No. 1, G&T Curriculum	Fort Lee, NJ	3/14/2017	9	\$0.00	\$0.00
Stephenson, Vargas & Gioia	MS	7-8 {Music}	Schools No. 1, 2, 3 & 4, Elementary School Recruiting	Fort Lee, NJ	6/5-6/2017	36	\$0.00	\$0.00
Stephenson, Vargas & Gioia	MS	7-8	High Note Music Festival/Competition, Dorney Park	Allentown, PA	6/1/2017	265	\$5,600.00	\$47.00
Baker, B.	HS	9-11	Junior Achievement Career Readiness, Montclair State University	Montclair, NJ	3/2/2017 {Date Revision}	23	\$0.00	\$0.00
Cuozzo, Green, Coniglio & Pagano	HS	9-12	Bergen County Jail, Sheriff's Presentation/Tour/Discussion	Hackensack, NJ	4/7/2017	19	\$0.00	\$0.00
Dominguez, S.	HS	9-12 {FTA}	Schools No. 1,3 & 4, Classroom Observation	Fort Lee, NJ	3/10/2017	12	\$0.00	\$0.00
Elkhechen, S.	HS	12	Varsity Debate Team, Bergen County Debate League, North Bergen High School	North Bergen, NJ	3/2/2017 {Date Revision}	24	\$0.00	\$0.00
Pokoj, M.	HS	9-12 {Social Studies}	Seton Hall Model UN Conference	South Orange, NJ	3/25-26/2017	10	\$550.00	\$0.00
Saul & Capalbo	HS	9-12 {English}	FDU Workshop, Teens Talk about Racism	Hackensack, NJ	5/17/2017	10	\$0.00	\$20.00
Walsh, G.	HS	12 {AOF}	Fort Lee Regional Chamber of Commerce Breakfast, Chillers Restaurant	Fort Lee, NJ	3/21/2017	3	\$0.00	\$0.00
TOTAL							\$6,150.00	\$67.00

**Fort Lee Public Schools
DISTRICT CALENDAR 2017-2018**

SEPTEMBER (T17 - S15)				
M	T	W	TH	F
Aug 29-31				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

OCTOBER (T21 - S21)				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

NOVEMBER (T18 - S18)				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

DECEMBER (T16 - S16)				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

JANUARY (T21 - S21)				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

- Aug 29,30,31 **New Teacher Orientation**
- Sept 1 **Convocation/Staff Orientation**
- 4 **Labor Day - District Closed**
- 5 **Staff Orientation and Grades 7 & 9 Student Orientation**
- 6 **First Day of Classes**
- 21-22 **Rosh Hashanah - District Closed**
- 29 **Yom Kippur (Observed) - District Closed**

- Oct 9 **Columbus Day (Observed) - District Closed**

- Nov 7 **EARLY DISMISSAL - Election Day**
- 9-10 **NJEA Convention - District Closed**
- 22 **EARLY DISMISSAL**
- 23-24 **Thanksgiving Recess - District Closed**
- Dec 22 **EARLY DISMISSAL**
- 25-29 **Holiday Recess - District Closed**
- Jan 1 **New Year's Day - District Closed**
- 15 **Martin Luther King Day - District Closed**
- Jan 23,24,25 **EARLY DISMISSAL - Elementary Schools Only - Parent Teacher Conferences**
- Feb 16-19 **Presidents' Weekend - Schools Closed**
- 19 **Presidents' Day - District Closed**

- Mar 30 **Good Friday - District Closed**

- Apr 2-6 **Spring Recess - Schools Closed**

- May 28 **Memorial Day - District Closed**
- Jun 21 **EARLY DISMISSAL (MS Commencement)**
- 22 **EARLY DISMISSAL (HS Graduation) and Last Day for Classes**
- 25 **Last Day for Teachers**

FEBRUARY (T18- S18)				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28		

MARCH (T21 - S21)				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

APRIL (T16- S16)				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

MAY (T22 - S22)				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

JUNE (T17 - S16)				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

# of Days	Teachers	Students
Sept	17	15
Oct	21	21
Nov	18	18
Dec	16	16
Jan	21	21
Feb	18	18
Mar	21	21
Apr	16	16
May	22	22
Jun	17	16
TOTALS	187	184

KEY	
	First/Last Day of Classes
	Early Dismissal
	Professional Day
	Holiday (School Closed)

There is 1 snow day incorporated into this calendar. If additional days are required, the FLBOE will use days from Spring Recess, working backwards from April 6th, then April 5th and so on to be used as make-up days. If necessary, Saturdays may be utilized to comply with State attendance requirements. Vacations scheduled during recess periods or in June are made at the individuals' risk. The Board reserves the right to make other adjustments to the calendar, if necessary.

Fort Lee Board of Education

Bills And Claims Report By Vendor Name

va_bill5.10272014
01/31/2017

3/6/17

Vendor # / Name	PO #	Account # / Description	Inv #	Check Type *	Check Description or Multi Remit To Check Name	Check #	Check Amount
Pending Payments							
ABC TOWING INC/ 4270	1617-1059	11-000-263-420-40-000/ GROUNDS-MAINT/REPAIR		CP	INV 116536-TOWING CHARGES		45.00
ALLERGY ALLIANCE GROUP, LLC/ 6073	1617-0241	11-000-213-300-10-000/ SCHOOL PHYSICIANS		CP	MARCH 2017		1,797.00
ALLIED PRINTING, CO, INC./ 6888	1617-1702	11-402-100-800-08-000/ OTHER OBJECTS		CF	INV 58109-ATHLETIC VOUCHERS		250.00
AMERICAN WEAR, INC./ 9260	1617-1747	11-000-262-610-40-000/ GENERAL SUPPLIES		CF	INV S108142-JACKET		59.98
AT&T LONG DISTANCE/ 1004	1617-0215	11-000-230-530-10-722/ TELEPHONE		CP	ACCT#0303697878001-FEB 17		26.54
BARNES & NOBLE, INC./ 1192	1617-1591	11-401-100-600-07-000/ STDNT ACT HS-SUPPLIES		CF	INV 3411547-CLASSRM BOOKS		135.41
BAYADA HOME HEALTH, INC./ 8420	1617-0714	11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP	INV 12187027-JAN 24-27, 2017		1,092.00
		11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP	INV 12206095-JAN 30-FEB 3,17		1,680.00
	1617-0716	11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP	INV 12187029-JAN 23-27, 2017		1,352.00
		11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP	INV 12206097-JAN 31-FEB 3, 17		1,235.00
		11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP	INV 12074867-DEC 12-16, 2016		27.00
		11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP	INV 12187025-JAN 23-26, 2017		936.00
		11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP	INV 12206093-JAN 30-FEB 3, 17		1,560.00
	1617-1441	11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP	INV 12225363-FEB 6-10, 2017		1,248.00
	1617-1515	11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP	INV 12187028-JAN 24-26, 2017		832.00
		11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP	INV 12206096-JAN 30-FEB 3, 17		1,680.00
		11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP	IN 12225367-FEB 6-8, 17		987.00
	1617-0715	11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP	INV 12225364-JAN 30-31, 2017		693.00
		11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP	INV 12225365-FEB 6-10, 17		1,477.50
		11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP	INV 12187026-1/23/17		346.50
		11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP	INV 12206094-FEB 1-2, 2017		801.50
Total for BAYADA HOME HEALTHCARE, INC./ 8420							\$15,947.50
BENWAY SCHOOL/ 8082	1617-1609	11-000-100-566-60-000/ TUITION PRIV. W/I STATE		CP	MAR 17-TUITION-VL		7,518.24
BERGEN COUNTY SPECIAL SERVI (192/193)/ 1167	1617-0209	20-502-200-320-30-000/ CHAP 192/193 COMP ED		CP	JAN 2017		4,210.26
		20-503-200-320-30-000/ CHAP 192/193 ESL		CP	JAN 2017		1,461.60
		20-506-200-320-30-000/ CHAP 192/193 SUPPL INST		CP	JAN 2017		1,325.06
		20-507-200-320-30-000/ CHAP 192/193 EXAM/CLASS		CP	JAN 2017		-898.86

* CF -- Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial

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Fort Lee Board of Education

Bills And Claims Report By Vendor Name

3/6/17

va_bill5.10272014
01/31/2017

Vendor # / Name	PO #	Account # / Description	Inv #	Check Type *	Check Description or Multi Remit To Check Name	Check #	Check Amount
Pending Payments							
BERGEN COUNTY SPECIAL SERVI (192/193)/ 1167		20-508-200-320-30-000/ CHAP 192/193 CORR SPEECH		CP	JAN 2017		1,060.20
Total for BERGEN COUNTY SPECIAL SERVICES/ 1167							\$7,158.26
BIZ TECH PRO, INC./ 9193	1617-1595	20-511-200-330-00-000/ N/P SECURITY-PURCH PROF		CP	INV.1419 EQUIP ID CARD		3,920.00
		20-511-200-330-00-000/ N/P SECURITY-PURCH PROF		CP	INV.1421 LABOR		3,280.00
		20-511-200-330-00-000/ N/P SECURITY-PURCH PROF		CF	INV.1422 LABOR		4,200.00
Total for Biz Tech Pro, Inc./ 9193							\$11,400.00
BOULEVARD HARDWARE. CO./ 1243	1617-0430	11-000-262-610-40-000/ GENERAL SUPPLIES		CP	INV A66370-CUST.SUPPL		15.58
		11-000-262-610-40-000/ GENERAL SUPPLIES		CP	INV A66301-CUST.SUPPL		6.59
Total for BOULEVARD HARDWARE. CO./ 1243							\$22.17
BRAIN POP/FWD MEDIA INC/ 5852	1617-1664	11-190-100-610-01-000/ GENERAL SUPPLIES		CF	INV 153470-SUBSCRIPTION		931.46
BRITO, JORGE/ 6930	1617-1756	11-000-262-890-40-000/ OTHER OBJECTS		CF	REIMB.BOILER LICENSE		80.00
BRODART CO/ 1255	1617-1561	11-000-222-600-07-019/ LIBRARY SUP/BKS/PERIODIC		CF	INV 460399-CLASSRM SUPPL		6.54
CARDINAL CUSHING CENTERS, INC./ 9400	1617-1707	11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP	INV 56750-DEC 16		5,655.00
		11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP	INV 57313-JAN 17		6,660.00
Total for CARDINAL CUSHING CENTERS, INC./ 9400							\$12,315.00
CDW-GOVERNMENT, INC/ 5511	1617-1537	11-190-100-610-03-000/ GENERAL SUPPLIES		CF	INV GTC9784-DOC CAMERA		346.52
CERAMICS SUPPLY, INC./ 4187	1617-0280	11-190-100-610-07-011/ ART SUPPLIES		CF	INV 49146899-CLASSRM SUPPL		3,171.00
CHANCELLOR ACADEMY I ,CORP INC/ 3367	1617-1626	11-000-100-566-60-000/ TUITION PRIV. W/I STATE		CF	AUDIT BILLING 2015-16		16,164.42
CHUNG, MYUNG JIN/ 5543	1617-1750	11-240-100-580-04-000/ TRAVEL		CF	JAN 2017-TRAVEL		6.51
CLEANING SYSTEMS, CO./ 9317	1617-1562	11-000-262-610-40-000/ GENERAL SUPPLIES		CP	INV 467034-CUST SUPPL		1,160.00
		11-000-262-610-40-000/ GENERAL SUPPLIES		CP	INV 465592A-CUST SUPPL		660.00
		11-000-262-610-40-000/ GENERAL SUPPLIES		CP	INV 465594A-CUST SUPPL		660.00
		11-000-262-610-40-000/ GENERAL SUPPLIES		CP	INV 459240-CUST SUPPL		2,407.75

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Pending Payments							
CLEANING SYSTEMS, CO./ 9317		11-000-262-610-40-000/ GENERAL SUPPLIES		CP	INV 459240D-CUST SUPPL		230.40
		11-000-262-610-40-000/ GENERAL SUPPLIES		CP	INV 461795-CUST SUPPL		173.05
		11-000-262-610-40-000/ GENERAL SUPPLIES		CP	INV 462864-CUST SUPPL		3,458.00
		11-000-262-610-40-000/ GENERAL SUPPLIES		CP	INV 459240E-CUST SUPPL		94.20
		11-000-262-610-40-000/ GENERAL SUPPLIES		CP	INV 465591-CUST SUPPL		880.00
		11-000-262-610-40-000/ GENERAL SUPPLIES		CP	INV 465592-CUST SUPPL		1,320.00
		11-000-262-610-40-000/ GENERAL SUPPLIES		CP	INV 465594-CUST SUPPL		1,320.00
		11-000-262-610-40-000/ GENERAL SUPPLIES		CP	INV 466082-CUST SUPPL		1,160.00
		11-000-262-610-40-000/ GENERAL SUPPLIES		CP	INV 465591A-CUST SUPPL		1,100.00
		11-000-262-610-40-000/ GENERAL SUPPLIES		CP	INV 467666-CUST SUPPL		2,739.85
					Total for CLEANING SYSTEMS CO./ 9317		\$17,363.25
COOPER ELECTRIC S/ 1396	1617-0770	11-000-262-610-40-000/ GENERAL SUPPLIES		CP	INV SO28173457.001-ELECTRIC SU		334.49
CORNERSTONE DAY SCHOOL, LLC/ 6522	1617-1610	11-000-100-566-60-000/ TUITION PRIV. W/I STATE		CP	JAN.2017-TUITION-AB		7,034.75
		11-000-100-566-60-000/ TUITION PRIV. W/I STATE		CP	FEB 2017-TUITION-AB		6,664.50
		11-000-100-566-60-000/ TUITION PRIV. W/I STATE		CP	MARCH 2017-TUITION-AB		8,515.75
	1617-0669	11-000-100-566-60-000/ TUITION PRIV. W/I STATE		CP	INV 101584-MAR 17-CYS-TUITION		8,515.75
					Total for CORNERSTONE DAY SCHOOL, LLC/ 6522		\$30,730.75
CRISIS PREVENTION INSTITUTE, INC./ 7694	1617-1679	11-000-219-600-60-000/ CST SUPPLIES		CF	INV CUSI0101220-WKBKS		425.00
CTC ACADEMY, INC./ 6277	1617-0665	11-000-100-566-60-000/ TUITION PRIV. W/I STATE		CP	INV 7V0790-MAR 17-SA, JH		17,625.82
		11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP	INV 7V0790-MAR 17-SA, JH		2,530.00
	1617-0668	11-000-100-566-60-000/ TUITION PRIV. W/I STATE		CP	INV 7V0748-MAR 17		9,342.83
					Total for CTC ACADEMY, INC./ 6277		\$29,498.65
DOBCO, INC./ 9484	1617-1345	30-000-430-450-15-100/ MS ADDITION-CONSTR		CP	MS ADDITION-PHASE2 APP#1		2,312,446.01
ECLC OF NEW JERSEY, CORP/ 1540	1617-0670	11-000-100-566-60-000/ TUITION PRIV. W/I STATE		CP	MAR 2017-INV 46211-JHK		6,783.39
		11-000-100-566-60-000/ TUITION PRIV. W/I STATE		CP	MAR 2017-INV 46212-NO		6,783.39
					Total for ECLC OF NEW JERSEY, CORP/ 1540		\$13,566.78
EDUCATIONAL DATA SERVICE, INC./ 1580	1617-0214	11-000-251-340-10-293/ BIDDING-RIGHT TO KNOW		CF	INV 127997-BIDDING SERV		2,020.00

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Pending Payments							
ELEVATE EDUCATION, INC./ 9242	1617-1102	20-231-100-610-30-007/ TITLE 1-INST SUP-HS		CP	USO291-HS SEMINARS		1,421.25
ELEVATOR MAINTENANCE CORP./ 9112	1617-0422	11-000-262-420-40-000/ CLEANING/ MAINT/ REPAIR		CP	INV R 16195-SCH 2		95.00
		11-000-262-420-40-000/ CLEANING/ MAINT/ REPAIR		CP	INV R16194-SCH 2		95.00
		11-000-262-420-40-000/ CLEANING/ MAINT/ REPAIR		CP	INV R16193-H.S.		95.00
Total for ELEVATOR MAINTENANCE CORP./ 9112							\$285.00
ENGLEWOOD PUBLIC SCHOOL DISTRICT/ 7992	1617-1425	11-000-270-511-10-272/ CNTRCTD TRANS PUBLIC		CP	INV 5165-JAN 17		2,340.00
EPIC HEALTH SERVICES, INC./ 9254	1617-1643	11-000-213-320-10-000/ PURCH PROF-NURSE-SUBS		CF	INV 589649-SUB NURSE		2,400.00
FACING HISTORY & OURSELVES/ 6392	1617-1662	11-000-223-580-06-000/ TRAVEL - PROF DEV MS		CF	INV 5824-WKSHP		20.00
FAIRVIEW ASSOCIATES/ 9392	1617-0733	11-000-291-270-10-259/ MEDICAL/PRESC BENEFITS		CP	INV 47660-MAR 17-HEALTH BROKER		2,000.00
FAIRVIEW TIRE CO. INC./ 9372	1617-0797	11-000-263-420-40-000/ GROUNDS-MAINT/REPAIR		CP	INV 121754-B&G VEHICLE REPAIR		717.45
FORT LEE BAND BOOSTERS ACCOUNT/ 9374	1617-1738	11-190-100-580-07-000/ TRAVEL		CF	REIMB. FOR TRANSPORTATION		1,425.00
FORT LEE BOARD OF/ 1760	1617-1794	11-000-291-241-10-000/ RETIREMENT-PERS		CF	ANNUAL EMPLOYER APPROP.PERS		595,349.00
GARDEN ACADEMY, INC./ 8782	1617-0672	11-000-100-566-60-000/ TUITION PRIV. W/I STATE		CP	INV 2784-FEB 17-TUITION-IA		10,491.61
		11-000-100-566-60-000/ TUITION PRIV. W/I STATE		CP	INV 2806-MAR 17-TUITION-IA		12,148.18
Total for GARDEN ACADEMY, INC./ 8782							\$22,639.79
GELENIUS, BRIAN/ 9505	1617-1781	11-402-100-100-00-000/ SAL ATHLETIC		CF	ASST.B.BASKETBALL COACH 16/17		5,955.00
GGM PEST CONTROL LLC/ 5917	1617-0913	11-000-261-420-40-010/ CLEAN,REPAIR,MAINT-SCH 1		CP	INV 2610-JAN 17-PEST CONTROL		75.00
		11-000-261-420-40-020/ CLEAN,REPAIR,MAINT-SCH 2		CP	INV 2610-JAN 17-PEST CONTROL		75.00
		11-000-261-420-40-030/ CLEAN,REPAIR,MAINT-SCH 3		CP	INV 2610-JAN 17-PEST CONTROL		75.00
		11-000-261-420-40-040/ CLEAN,REPAIR,MAINT-SCH 4		CP	INV 2610-JAN 17-PEST CONTROL		75.00
		11-000-261-420-40-060/ CLEAN,REPAIR,MAINT-MS		CP	INV 2610-JAN 17-PEST CONTROL		75.00

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Pending Payments							
GM PEST CONTROL LLC/ 5917		11-000-261-420-40-070/ CLEAN,REPAIR,MAINT-HS		CP	INV 2610-JAN 17-PEST CONTROL		75.00
Total for GM PEST CONTROL LLC/ 5917							\$450.00
HAHN, ILAN/ 7450	1617-0365	11-190-100-400-02-011/ PURCHASED TECHNICAL SERV		CF	2/8/17-PIANO TUNING		375.00
HARBOR FREIGHT TOOLS, INC./ 6991	1617-0724	11-000-262-610-40-000/ GENERAL SUPPLIES		CP	INV 789527-CUST SUPPL		93.87
HAWTHORNE EDUCATIONAL,INC/ 1967	1617-1473	11-190-100-610-30-000/ CURRICULUM RESOURCES		CF	INV 538465-MANUAL		330.00
HIGH POINT SCHOOL CORP./ 7530	1617-1611	11-000-100-566-60-000/ TUITION PRIV. W/I STATE		CP	INV 1703909-MAR 17-TUITION-AR		7,035.38
HOHOKUS SCHOOL OF TRADE & TECH.SCHOOL/ 8701	1617-0673	11-000-100-566-60-000/ TUITION PRIV. W/I STATE		CP	FEB 2017-TUITION-MJ		935.00
		11-000-100-566-60-000/ TUITION PRIV. W/I STATE		CP	FEB 2017-TUITION-CR		935.00
Total for HOHOKUS SCHOOL OF TRADE & TECH.SCHOOL/ 8701							\$1,870.00
HOLY NAME MEDICAL CENTER/ 5435	1617-1061	11-000-219-320-07-000/ PURCH PROF-EVAL-HS		CP	INV 81404238-201701OH-1/30/17		307.00
HYGRADE INSULATORS, INC./ 9529	1617-1630	11-000-261-420-40-020/ CLEAN,REPAIR,MAINT-SCH 2		CP	INV 17-022-ROOF REPAIR		587.04
INSTITUTE FOR PROFESSIONAL DEVELOPMENT/ 9543	1617-1692	11-000-251-580-10-000/ TRAVEL		CF	3/17/17 WKSHP		198.00
J.W. PEPPER & SONS, INC./ 2109	1617-1605	11-190-100-610-03-008/ MUSIC SUPL		CF	INV 1R43575-MUSIC SUPPL		186.63
KAMCO SUPPLY OF NJ, LLC/ 9114	1617-1567	11-000-262-610-40-000/ GENERAL SUPPLIES		CF	INV 147225-CEILING TILE		11,707.14
KARL & ASSOCIATES, INC./ 5117	1617-1504	11-000-262-420-40-000/ CLEANING/ MAINT/ REPAIR		CF	INV 26254-SAMPLES OF KILNS		1,775.00
KEEHN POWER PRODUCTS, INC./ 4885	1617-1104	11-000-263-610-40-000/ GROUNDS-SUPPLIES		CP	INV 7705-EQUIPMENT REPAIR		94.00
		11-000-263-610-40-000/ GROUNDS-SUPPLIES		CP	INV 7795-EQUIPMENT REPAIR		39.80
Total for KEEHN POWER PRODUCTS, INC./ 4885							\$133.80
LEARNING A-Z/ 8108	1617-1671	20-510-100-610-50-000/ N/P INITIATIVE AID		CF	INV 1762771-CLASSRM SUPPL		494.75
LEARNING CNTR EXCEPT. INC/ 2296	1617-0674	11-000-100-566-60-000/ TUITION PRIV. W/I STATE		CP	MAR 17-TUITION-AB		8,231.47

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Pending Payments							
LEE, DR. JEN FEI/ 5697	1617-0240	11-000-213-300-10-000/ SCHOOL PHYSICIANS		CP	MARCH 2017		1,658.70
MADISON INSTITUTE, LLC/ 8700	1617-1654	11-000-230-580-20-000/ CENTRAL OFF-TRAVEL		CF	INV 101232-WKSHSP-S.AMATO		99.00
MAIN VIOLIN SHOP, LLC/ 5390	1617-1663	11-190-100-610-03-008/ MUSIC SUPL		CF	INV 1701-03-MUSIC SUPPL		175.00
MALLIK, APARNA MD/ 6271	1617-0624	11-000-216-320-60-000/ RELATED SERVICES		CP	ID#873687A461-1/16/17-IM		450.00
		11-000-216-320-60-000/ RELATED SERVICES		CP	ID#956628A461-1/23/17-SA		450.00
		11-000-216-320-60-000/ RELATED SERVICES		CP	ID#444428A461-1/24/17-EB		450.00
		11-000-216-320-60-000/ RELATED SERVICES		CP	ID# 617693A461-1/26/17-MG		450.00
Total for ST. JOSEPH'S HEALTHCARE, INC./ 6271							\$1,800.00
MASSAPEQUA SOCCER SHOP/ 2434	1617-0853	11-402-100-600-08-000/ ATHLETIC SUPPLIES		CP	INV 21924-ATHLETIC SUPPL		361.90
METRO FIRE & SAFETY EQUIP. CO. INC/ 2485	1617-1632	11-000-261-420-40-060/ CLEAN,REPAIR,MAINT-MS		CP	INV 263488-SERV CALL		181.00
		11-000-261-420-40-060/ CLEAN,REPAIR,MAINT-MS		CP	INV 263489-SERV CALL		157.00
		11-000-261-420-40-060/ CLEAN,REPAIR,MAINT-MS		CF	INV 263490-SERV CALL		197.00
Total for METRO FIRE & SAFETY EQUIP. CO./ 2485							\$535.00
METRO GROUP OF NJ, LLC/ 9071	1617-1653	11-000-263-610-40-000/ GROUNDS-SUPPLIES		CF	INV 222557-PARTS		465.80
METROPOLITAN PLANT EXCH., INC./ 2491	1617-1152	11-190-100-610-30-000/ CURRICULUM RESOURCES		CP	ACCT# 240236-LANDSCAPING CLASS		192.83
		11-190-100-610-30-000/ CURRICULUM RESOURCES		CF	ACCT# 240236-LANDSCAPING CLASS		130.96
Total for METROPOLITAN PLANT EXCH., INC./ 2491							\$323.79
MIKE & SON PLUMBING, INC./ 9516	1617-1538	11-000-262-610-40-000/ GENERAL SUPPLIES		CP	INV 28116-PLUMBING SUPPL		18.00
MILLENNIUM COMMUNICATION GROUP, INC./ 8769	1617-1454	11-190-100-610-50-021/ WIDE AREA NETWORK		CF	INV 20463-NETWORK SUPPL		1,050.00
	1617-1621	11-190-100-610-50-021/ WIDE AREA NETWORK		CF	INV 20462-TECH SUPPL		12,372.00
Total for MILLENNIUM COMMUNICATION GROUP, INC./ 8769							\$13,422.00
MKCULLOK, MIGUEL/ 6745	1617-1729	11-000-262-890-40-000/ OTHER OBJECTS		CF	REIMB.BOILER LICENSE		80.00

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MORGRAN NJ HOLDINGS, LLC/ 8333	1617-0243	11-000-262-441-10-000/ RENTAL OF LAND & BLDG. O		CP	INV 2017-004-RENT-APRIL 17		13,487.00
MUSIC AND ARTS CENTERS/ 8553	1617-1503	11-190-100-610-04-008/ MUSIC SUPL		CP	INV 4218915-CLASSRM SUPPL		12.00
		11-190-100-610-04-008/ MUSIC SUPL		CP	INV 4289128-CLASSRM SUPPL		96.00
		11-190-100-610-04-008/ MUSIC SUPL		CF	INV 4407017-CLASSRM SUPPL		51.20
					Total for MUSIC AND ARTS CENTERS/ 8553		\$159.20
NATIONAL EDUCATIONAL MUSIC CO./ 8456	1617-0870	11-190-100-400-07-026/ PURCH TECH SERV-MUSIC		CF	INV 12115-INSTRUMENT REPAIR		520.00
NEW YORK BOTANICAL GARDEN/ 9338	1617-1505	11-401-100-600-07-000/ STDNT ACT HS-SUPPLIES		CF	RESV# 505163-FINAL PYMT		325.00
NEWSELA, INC./ 9131	1617-1704	11-190-100-610-07-013/ ENGLISH		CF	INV 27278-LICENSE		2,500.00
NJ SCHOOL BOARDS (NJSBA)/ 2700	1617-1622	11-000-230-585-20-000/ BOE-TRAVEL		CF	INV 214790-2/4/17-WKSHP		100.00
NJAHPERD/ 5616	1617-1513	11-000-223-500-01-000/ OTHER PURCH-CONF/WRKSHP		CF	INV 201701235-2/27/17-WKSHP		100.00
NYC DEPARTMENT OF FINANCE/ 9563	1617-1786	11-000-270-890-10-000/ MISC EXP-TRANSPORT		CF	INV 5095047470-VIOLATION FEE		50.00
PARENT DOOR HARDWARE,INC/ 2810	1617-0431	11-000-266-420-40-000/ SECURITY-CLN/RPR/ MNT SV		CP	INV 81541-SCH 1		295.00
		11-000-266-420-40-000/ SECURITY-CLN/RPR/ MNT SV		CP	INV 81467-H.S.		364.00
		11-000-266-420-40-000/ SECURITY-CLN/RPR/ MNT SV		CP	INV 81505-SCH 2		226.00
		11-000-266-610-40-000/ SECURITY-GENLSUPPLIES		CP	INV B10154-SUPPL		276.75
		11-000-266-610-40-000/ SECURITY-GENLSUPPLIES		CP	INV B10153-SUPPL		58.50
					Total for PARENT DOOR HARDWARE,INC/ 2810		\$1,220.25
PITNEY B.LOUIV.371896(SUPPL)/ 2889	1617-1442	11-000-240-600-07-030/ HS SUPPLIES-OFFICE		CF	INV 1003105395-POSTAGE SUPPL		693.92
PITNEY BOWES GLOBAL FINANCIAL SERV, LLC/ 9312	1617-0406	11-000-230-530-10-996/ POSTAGE-MS MAINT/RENT		CP	INV 3302744145-MAR 17-LEASE		178.48
PRESTIGE AUTO BODY & SERVICES, LLC/ 9209	1617-1361	11-000-262-420-40-000/ CLEANING/ MAINT/ REPAIR		CF	INV 12-6-16-VEHICLE SERV		1,823.50
	1617-1372	11-000-262-420-40-000/ CLEANING/ MAINT/ REPAIR		CF	12-6-16 VEHICLE SERV		1,433.00
					Total for PRESTIGE AUTO BODY & SERVICES, LLC/ 9209		\$3,256.50

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Pending Payments							
PRITCHARD INDUSTRIES INC/ 7813	1617-0535	11-000-262-420-40-400/ PRITCHARD-CLEAN/ MAINT		CP	INV 20012633-FEB 2017		63,110.81
PUBLIC SVC GAS & ELECTRIC. INC/ 2965	1617-0250	11-000-262-621-10-001/ NATURAL GAS		CP	ACCT#67346296000-JAN 17		91.70
		11-000-262-622-10-001/ HEAT & ELECTRICITY		CP	ACCT# 4203250218-JAN 17		10,330.40
		11-000-262-622-10-001/ HEAT & ELECTRICITY		CP	ACCT# 6759405404-JAN 17		3,662.61
		11-000-262-622-10-001/ HEAT & ELECTRICITY		CP	ACCT# 6768245805-JAN 17		821.47
	1617-0255	11-000-262-621-10-007/ NATURAL GAS		CP	ACCT# 6530623604-JAN 17		11,493.88
		11-000-262-622-10-007/ HEAT & ELECTRICITY		CP	ACCT# 6879975909-JAN 17		244.51
		11-000-262-622-10-007/ HEAT & ELECTRICITY		CP	ACCT# 6880113206-JAN 17		559.33
		11-000-262-622-10-007/ HEAT & ELECTRICITY		CP	ACCT# 4203350107-JAN 17		11,516.69
	1617-0252	11-000-262-621-10-003/ NATURAL GAS		CP	acct# 4200922908- JAN 17		660.68
		11-000-262-622-10-003/ HEAT & ELECTRICITY		CP	ACCT# 4200922908-JAN 17		2,342.41
	1617-0253	11-000-262-621-10-004/ NATURAL GAS		CP	ACCT# 4241451306-JAN 17		2,367.30
		11-000-262-622-10-004/ HEAT & ELECTRICITY		CP	ACCT# 4241451306-JAN 17		3,877.48
	1617-0251	11-000-262-621-10-002/ NATURAL GAS		CP	ACC# 4203350018-JAN 17		1,999.58
		11-000-262-622-10-002/ HEAT & ELECTRICITY		CP	ACCT# 42228900305-JAN 17		3,120.06
	1617-0254	11-000-262-621-10-006/ NATURAL GAS		CP	ACCT # 6655111307-JAN 17		10,080.46
		11-000-262-622-10-006/ HEAT & ELECTRICITY		CP	ACCT#6880110800-JAN 17		989.75
		11-000-262-622-10-006/ HEAT & ELECTRICITY		CP	ACCT# 4231700605-JAN 17		5,656.31
Total for PUBLIC SVC GAS & ELECTRIC. INC/ 2965							\$69,814.62
PVR (PATRICIA VITALE-REILLY CONSULTING)/ 9255	1617-0882	11-000-221-320-30-000/ PRCH PROF & EDUC SVC		CP	INV 1157-2/15/17-PD		1,600.00
		11-000-221-320-30-000/ PRCH PROF & EDUC SVC		CP	INV 1157-2/16/17-PD		1,600.00
	1617-0987	20-270-200-320-30-000/ TITLE 2A-PURCH PROF		CP	INV 1154-2/6/17-PD		1,600.00
Total for PVR/ 9255							\$4,800.00
R & J CONTROL, INC/ 2980	1617-0802	11-000-261-420-40-010/ CLEAN,REPAIR,MAINT-SCH 1		CP	INV 217001217-SERVICE CALL		261.00
RACCIOPPI, MICHAEL/ 9501	1617-1784	11-402-100-100-00-000/ SAL ATHLETIC		CF	ASST.WRESTLING COACH 16/17		5,955.00
RAMIREZ, CENEIDA/ 6748	1617-1730	11-000-262-890-40-000/ OTHER OBJECTS		CF	REIMB. BOILER LICENSE		80.00
REALLY GOOD STUFF, INC./ 5977	1617-0287	11-190-100-610-02-000/ GENERAL SUPPLIES		CF	INV 5775140-CLASSRM SUPPL		120.74

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RENAISSANCE LEARNING, INC./ 9508	1617-1522	11-190-100-610-30-000/ CURRICULUM RESOURCES		CP	INV 4309449-SUBSCRIPTION/SERV		1,665.67
		11-190-100-610-30-000/ CURRICULUM RESOURCES		CP	INV 4309450-SUBSCRIPTION/SERV		1,665.67
		11-190-100-610-30-000/ CURRICULUM RESOURCES		CP	INV 4309452-SUBSCRIPTION/SERV		1,665.67
		11-190-100-610-30-000/ CURRICULUM RESOURCES		CP	INV 4309453-SUBSCRIPTION/SERV		1,665.66
		11-190-100-610-30-000/ CURRICULUM RESOURCES		CP	INV 4309454-SUBSCRIPTION/SERV		1,665.66
		11-190-100-610-30-000/ CURRICULUM RESOURCES		CP	INV 4309455-SUBSCRIPTION/SERV		1,665.67
		11-190-100-610-30-000/ CURRICULUM RESOURCES		CP	INV 4307962-SUBSCRIPTION/SERV		635.00
		11-190-100-610-30-000/ CURRICULUM RESOURCES		CP	INV 4307963-SUBSCRIPTION/SERV		635.00
		11-190-100-610-30-000/ CURRICULUM RESOURCES		CP	INV 4307965-SUBSCRIPTION/SERV		635.00
		11-190-100-610-30-000/ CURRICULUM RESOURCES		CP	INV 4307956-SUBSCRIPTION/SERV		16,000.00
		11-190-100-610-30-000/ CURRICULUM RESOURCES		CP	INV 4307958-SUBSCRIPTION/SERV		635.00
		11-190-100-610-30-000/ CURRICULUM RESOURCES		CP	INV 4307966-SUBSCRIPTION/SERV		635.00
		11-190-100-610-30-000/ CURRICULUM RESOURCES		CF	INV 4307957-SUBSCRIPTION/SERV		635.00
		Total for RENAISSANCE LEARNING, INC./ 9508					
RICKARD REHABILITATION SERVICES, INC./ 3050	1617-0785	11-000-216-320-60-000/ RELATED SERVICES		CP	JAN 2017-OT/PT SERV		42,215.00
RIDGEFIELD BD.OF/ 3051	1617-0772	11-000-216-320-60-000/ RELATED SERVICES		CP	INV 7V0643-JAN 2017 OT/PT		5,200.00
	1617-0676	11-000-100-562-60-000/ TUITION-OTHER LEA-SP ED		CP	INV 7V0519-MAR 17-TUITION		47,539.40
Total for RIDGEFIELD BD.OF EDUC./ 3051							\$52,739.40
RJ COOPER & ASSOCIATES, INC./ 9270	1617-1545	11-000-217-600-60-000/ SUPPLIES		CF	INV 45007-CARRY CASE		84.00
ROBBINS & FRANKE, INC./ 9087	1617-1055	11-000-263-420-40-000/ GROUNDS-MAINT/REPAIR		CP	INV 267287-B&G VEHICLE REPAIR		320.00
RODRIGUEZ, JEFFREY I./ 9500	1617-1782	11-402-100-100-00-000/ SAL ATHLETIC		CF	ASST.WRESTLING COACH-16/17		5,955.00
RUGGIERO, JASON/ 5908	1617-1770	11-190-100-400-50-021/ PURCHASED TECHNICAL SERV		CF	REIMB. DOMAIN NAME RENEWAL		104.96
SAGE DAY/EDUC ENTERPRISES, INC/ 3924	1617-0671	20-250-100-560-60-000/ IDEA-BASIC-TUITION		CP	INV 15419-MAR 2017-BG,EG,HW		20,526.00
SCHOOL HEALTH SUPPLY CO./ 3140	1617-1368	11-190-100-610-02-000/ GENERAL SUPPLIES		CF	INV 3230516-HEALTH SUPPL		264.50
SCHOOL SPECIALTY INC./ 1323	1617-1674	11-190-100-610-01-000/ GENERAL SUPPLIES		CF	INV 208117813441-CLASSRM SUPPL		90.64

* CF -- Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial

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Fort Lee Board of Education

Bills And Claims Report By Vendor Name

3/6/17

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01/31/2017

Vendor # / Name	PO #	Account # / Description	Inv #	Check Type *	Check Description or Multi Remit To Check Name	Check #	Check Amount
Pending Payments							
SCIARRILLO, CORNELL, MERLINO, MCKEEVER &/ 9056	1617-0823	11-000-230-331-20-000/ LEGAL-NEGOTIATIONS		CP	LEGAL-NEGOTIATIONS INV.4091		4,686.00
		11-000-230-331-20-704/ LEGAL-BOARD ATTORNEY		CP	LEGAL-BOARD ATTORNEY INV.4089		8,010.75
		11-000-230-331-20-705/ LEGAL-SPECIAL ED		CF	LEGAL-SPECIAL ED INV.4090		2,821.50
		30-000-430-331-15-100/ MS ADDITION-LEGAL		CF	MS ADDITION-LEGAL INV.4092		2,549.25
		30-000-431-331-14-070/ SCH 2 ADDITION-LEGAL		CF	SCH 2 ADDITION-LEGAL INV.4092		123.75
Total for SCIARRILLO, CORNELL, MERLINO, MCKEEVER &/ 9056							\$18,191.25
SMART AUTO & TRUCK CNTR, INC./ 7675	1617-1677	11-000-270-420-10-000/ CLEANING, REPAIR, & MAIN		CP	INV 28918-BUS SERV		71.00
		11-000-270-420-10-000/ CLEANING, REPAIR, & MAIN		CP	INV 28941-BUS SERV		210.29
		11-000-270-420-10-000/ CLEANING, REPAIR, & MAIN		CF	INV 28980-BUS SERV		35.00
Total for SMART AUTO & TRUCK CENTER, INC./ 7675							\$316.29
SPORTS TIME, INC/ 8629	1617-0845	11-402-100-600-08-000/ ATHLETIC SUPPLIES		CF	INV 1600704-JERSEY'S		330.00
STAR LEDGER, CO./ 2669	1617-0208	11-000-230-592-20-725/ MISC PURCH-ADS		CP	AD# I04273038-12/16/16		27.90
STARLIGHT HOME CARE AGENCY, INC./ 9128	1617-0717	11-000-217-320-60-000/ PUR PROF -ONE TO ONE		CP	JAN 2017-NURSING SERV		7,579.00
STEPHENSON, MARY/ 7976	1617-1705	11-190-100-580-06-000/ INTRADISTRICT TRAVEL		CF	DEC 2016-TRAVEL		8.42
STEVE'S AUTO & TRUCK INC./ 9371	1617-1313	11-000-263-420-40-400/ GROUNDS		CP	INV 1136-B&G VEHICLE REPAIR		207.00
		11-000-263-420-40-400/ GROUNDS		CP	INV 1137-B&G VEHICLE REPAIR		350.08
Total for STEVE'S AUTO & TRUCK INC./ 9371							\$557.08
SYSTEMS 3000, INC./ 3324	1617-0212	11-000-251-330-10-290/ PURCH PROF-SYSTEMS 3000		CF	INV 264-08311-UPLOAD W2 & CK'S		3,884.10
TEACHERS COLLEGE-COLUMBIA UNIV/ 4059	1617-1739	11-000-230-580-20-000/ CENTRAL OFF-TRAVEL		CF	INV 1662-REG FEE3/4/17		250.00
TEACHERS-TEACHERS.COM, LLC/ 9540	1617-1760	11-000-230-592-20-725/ MISC PURCH-ADS		CF	PRO-RATED MEMBERSHIP FEE		983.33

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Vendor # / Name	PO #	Account # / Description	Inv #	Check Type *	Check Description or Multi Remit To Check Name	Check #	Check Amount
Pending Payments							
TERRANOVA GROUP, INC/ 4880	1617-0476	20-250-100-560-60-000/ IDEA-BASIC-TUITION		CP	INV 02163-MARCH 2017-JB,DL, PK		21,780.00
TRAFFIC SAFETY & EQUIP. CO./ 3435	1617-1633	11-000-263-420-40-000/ GROUNDS-MAINT/REPAIR		CP	INV 181455-EQUIPMENT REPAIRS		232.00
TROPHY KING/ 4790	1617-1748	11-402-100-600-08-000/ ATHLETIC SUPPLIES		CF	ATHLETIC SUPPLIES INV#15337		123.50
TWO BROTHERS CONTRACTING, INC/ 9336	1516-2248	30-000-431-450-14-070/ SCH 2 ADDITION-CONSTR		CP	SCH 2 ADDITION-APP#9		878,319.72
UFS PERSONNEL CORP./ 8454	1617-0522	11-000-266-300-40-000/ SECURITY-PROF/TECH		CP	INV 020217-3799-SECURITY SERV		590.00
		11-000-266-300-40-000/ SECURITY-PROF/TECH		CP	INV 020217-3800-SECURITY SERV		590.00
		11-000-266-300-40-000/ SECURITY-PROF/TECH		CP	INV 020217-3801-SECURITY SERV		590.00
		11-000-266-300-40-000/ SECURITY-PROF/TECH		CP	INV 020217-3802-SECURITY SERV		590.00
		11-000-266-300-40-000/ SECURITY-PROF/TECH		CP	INV 020217-3798-SECURITY SERV		645.30
		11-000-266-300-40-000/ SECURITY-PROF/TECH		CP	INV 020217-3797-SECURITY SERV		2,655.00
		11-000-266-300-40-000/ SECURITY-PROF/TECH		CP	INV 021617-3845-SECURITY SERV		590.00
		11-000-266-300-40-000/ SECURITY-PROF/TECH		CP	INV 021617-3849-SECURITY SERV		590.00
		11-000-266-300-40-000/ SECURITY-PROF/TECH		CP	INV 021617-3846-SECURITY SERV		590.00
		11-000-266-300-40-000/ SECURITY-PROF/TECH		CP	INV 021617-3848-SECURITY SERV		580.00
		11-000-266-300-40-000/ SECURITY-PROF/TECH		CP	INV 021617-3847-SECURITY SERV		645.30
		11-000-266-300-40-000/ SECURITY-PROF/TECH		CP	INV 021617-3844-SECURITY SERV		2,570.19
				Total for UFS PERSONNEL CORP./ 8454			\$11,225.79
VALLEY PHYSICIAN SERVICES/ 8792	1617-0562	11-000-270-593-10-000/ TRANSP-INSURANCE		CF	INV 201727C5622-1/30/17-SERV		100.00
VERIZON BUSINESS NET SRV INC/ 7592	1617-0228	11-000-252-340-10-000/ PUR TECH-INTERNET		CP	ID#Y2717690-FEB 17-INTERNET		1,090.20
		11-000-252-340-10-000/ PUR TECH-INTERNET		CP	ID#Y2717689-FEB 17-INTERNET		1,784.36
				Total for VERIZON BUSINESS/ 7592			\$2,874.56
W.B. MASON, CO, INC/ 5255	1617-1208	11-190-100-610-02-000/ GENERAL SUPPLIES		CF	INV I41461682-CABINET		1,398.00
	1617-1710	11-000-230-610-20-000/ CENTRAL OFF-SUPPLIES		CF	INV I41585067-OFFICE SUPPL		474.60
				Total for W.B. MASON, CO, INC/ 5255			\$1,872.60
YELLOW FOLDER, LLC/ 9509	1617-1604	11-000-230-340-10-000/ PURCH TECH SERV		CF	INV 01042-ELECTRONIC RECORDS		5,990.00
				Total for Pending Payments			\$4,444,514.80

* CF -- Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial

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Bills And Claims Report By Vendor Name

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Resolution that the list of claims for goods received and services rendered and certified to be correct by the Business Administrator, be approved for payment and further that the Secretary's and Treasurer's financial reports be accepted as filed. Run on 03/01/2017 at 12:10:18 PM

Fund Summary		Computer Checks	Computer Checks Non/AP	Hand Checks	Hand Checks Non/AP	Total Checks
10	11	\$1,186,695.81				\$1,186,695.81
20	20	\$64,380.26				\$64,380.26
30	30	\$3,193,438.73				\$3,193,438.73
GRAND	TOTAL	\$4,444,514.80	\$0.00	\$0.00	\$0.00	\$4,444,514.80

Chairman Finance Committee

Member Finance Committee

Fort Lee Board of Education

Bills And Claims Report By Vendor Name

3/6/17 OVER THRESHOLD

va_bill5.10272014
01/31/2017

Vendor # / Name	PO #	Account # / Description	Inv #	Check Type *	Check Description or Multi Remit To Check Name	Check #	Check Amount
Pending Payments							
CHANCELLOR ACADEMY I ,CORP INC/ 3367	1617-1626	11-000-100-566-60-000/ TUITION PRIV. W/I STATE		CF	AUDIT BILLING 2015-16		16,164.42
CTC ACADEMY, INC./ 6277	1617-0665	11-000-100-566-60-000/ TUITION PRIV. W/I STATE		CP	INV 7V0790-MAR 17-SA, JH		17,625.82
DOBCO, INC./ 9484	1617-1345	30-000-430-450-15-100/ MS ADDITION-CONSTR		CP	MS ADDITION-PHASE2 APP#1		2,312,446.01
FORT LEE BOARD OF/ 1760	1617-1794	11-000-291-241-10-000/ RETIREMENT-PERS		CF	ANNUAL EMPLOYER APPROP.PERS		595,349.00
GARDEN ACADEMY, INC./ 8782	1617-0672	11-000-100-566-60-000/ TUITION PRIV. W/I STATE		CP	INV 2784-FEB 17-TUITION-IA		10,491.61
		11-000-100-566-60-000/ TUITION PRIV. W/I STATE		CP	INV 2806-MAR 17-TUITION-IA		12,148.18
					Total for GARDEN ACADEMY, INC/ 8782		\$22,639.79
KAMCO SUPPLY OF NJ, LLC/ 9114	1617-1567	11-000-262-610-40-000/ GENERAL SUPPLIES		CF	INV 147225-CEILING TILE		11,707.14
MILLENNIUM COMMUNICATION GROUP, INC./ 8769	1617-1621	11-190-100-610-50-021/ WIDE AREA NETWORK		CF	INV 20462-TECH SUPPL		12,372.00
MORGRAN NJ HOLDINGS, LLC/ 8333	1617-0243	11-000-262-441-10-000/ RENTAL OF LAND & BLDG. O		CP	INV 2017-004-RENT-APRIL 17		13,487.00
PRITCHARD INDUSTRIES INC/ 7813	1617-0535	11-000-262-420-40-400/ PRITCHARD-CLEAN/ MAINT		CP	INV 20012633-FEB 2017		63,110.81
PUBLIC SVC GAS & ELECTRIC. INC/ 2965	1617-0250	11-000-262-622-10-001/ HEAT & ELECTRICITY		CP	ACCT# 4203250218-JAN 17		10,330.40
	1617-0255	11-000-262-621-10-007/ NATURAL GAS		CP	ACCT# 6530623604-JAN 17		11,493.88
		11-000-262-622-10-007/ HEAT & ELECTRICITY		CP	ACCT# 4203350107-JAN 17		11,516.69
	1617-0254	11-000-262-621-10-006/ NATURAL GAS		CP	ACCT # 6655111307-JAN 17		10,080.46
					Total for PUBLIC SVC GAS & ELECTRIC. INC/ 2965		\$43,421.43
RENAISSANCE LEARNING, INC./ 9508	1617-1522	11-190-100-610-30-000/ CURRICULUM RESOURCES		CP	INV 4307956-SUBSCRIPTION/SERV		16,000.00
RICKARD REHABILITATION SERVICES, INC./ 3050	1617-0785	11-000-216-320-60-000/ RELATED SERVICES		CP	JAN 2017-OT/PT SERV		42,215.00
RIDGEFIELD BD.OF/ 3051	1617-0676	11-000-100-562-60-000/ TUITION-OTHER LEA-SP ED		CP	INV 7V0519-MAR 17-TUITION		47,539.40

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Vendor # / Name	PO #	Account # / Description	Inv #	Check Type *	Check Description or Multi Remit To	Check Name	Check #	Check Amount
Pending Payments								
SAGE DAY/EDUC ENTERPRISES, INC/ 3924	1617-0671	20-250-100-560-60-000/ IDEA-BASIC-TUITION		CP	INV 15419-MAR 2017-BG,EG,HW			20,526.00
TERRANOVA GROUP, INC/ 4880	1617-0476	20-250-100-560-60-000/ IDEA-BASIC-TUITION		CP	INV 02163-MARCH 2017-JB,DL, PK			21,780.00
TWO BROTHERS CONTRACTING, INC/ 9336	1516-2248	30-000-431-450-14-070/ SCH 2 ADDITION-CONSTR		CP	SCH 2 ADDITION-APP#9			878,319.72
Total for Pending Payments								\$4,134,703.54

* CF -- Computer Full CP - Computer Partial HF - Hand Check Full HP - Hand Check Partial

Fort Lee Board of Education

Bills And Claims Report By Vendor Name

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3/6/17 OVER THRESHOLD

Resolution that the list of claims for goods received and services rendered and certified to be correct by the Business Administrator, be approved for payment and further that the Secretary's and Treasurer's financial reports be accepted as filed. Run on 03/01/2017 at 01:34:22 PM

Fund Summary		Computer Checks	Computer Checks Non/AP	Hand Checks	Hand Checks Non/AP	Total Checks
10	11	\$901,631.81				\$901,631.81
20	20	\$42,306.00				\$42,306.00
30	30	\$3,190,765.73				\$3,190,765.73
GRAND	TOTAL	\$4,134,703.54	\$0.00	\$0.00	\$0.00	\$4,134,703.54

Chairman Finance Committee

Member Finance Committee

STATE OF NEW JERSEY - DEPARTMENT OF EDUCATION

Office of Student Transportation

2017-2018 Joint Transportation Agreement

Host District **SBJC** County **BERGEN**

Joiner District **FORT LEE** County **BERGEN**

Pursuant to official action taken at the meetings of the boards of education which are parties to this agreement, it is agreed that the host district will provide transportation services as specified herein for joiner district students in accordance with all applicable laws, rules, and regulations governing student transportation.

Students may be added or deleted as mutually agreed upon, according to the terms of any existing contract, and as approved by the participating boards of education.

It is understood and agreed by the parties to this agreement that the host district is not responsible for the transportation contractor's failure to provide the services agreed upon herein, but will make every reasonable effort to provide alternate services should such failure occur.

The joiner district agrees to pay the host district the sum specified herein which may be adjusted based on changes to the route. The cost to the joiner district will be based on actual costs.

Host District Board of Education

President _____ Date _____
(Signature)

Secretary _____ Date _____
(Signature)

Joiner District Board of Education

President _____ Date _____
(Signature)

Secretary _____ Date _____
(Signature)

FOR COUNTY USE ONLY - Additional Comments (if necessary):

Host District Executive County Superintendent Approval

Executive County Superintendent _____ Date _____
(Signature)

**SOUTH BERGEN JOINTURE COMMISSION
TRANSPORTATION SERVICES AGREEMENT
2017-2018 School Year**

The South Bergen Jointure Commission, an approved coordinated transportation services agency (CSTA), in accordance with Chapter 53, P.L. 1997, has established the following guidelines to be incorporated into all joint transportation agreements.

1. Time Period – The time period to be covered will be from July 1 through June 30 of each fiscal year. A district that approves an agreement after July 1 will have a covered time period from the date of approval to June 30.
2. Provided services include but are not limited to coordinated pupil transportation services for non-public, in and out of district special education, vocational (includes Bergen Tech), regular, field trip, athletics and summer programs.
3. Responsibilities of the resident School District – To submit all student requests in a timely and accurate manner utilizing the designated student application form(s). Payments to the South Bergen Jointure Commission to be made in a timely scheduled manner.
4. Responsibilities of the South Bergen Jointure Commission – To make every attempt to provide safe effective pupil transportation in a cost effective manner.
5. Cost of Service – The contracted cost of each route will be divided by the number of students on each route. Each district will be charged the per pupil cost for each resident student. The total annual cost of each student will be calculated on the actual number of days that the transportation is in effect. It is the responsibility of the resident district to notify the South Bergen Jointure Commission of all deletions /changes in a timely fashion. The district must review all of their bills upon receipt, and we must be notified immediately of any discrepancies. Credits will only be issued going back 30 days from when we are notified in writing. Inattention to billing could cause excess charges due to inefficiencies for all other districts involved with shared routes. An administrative charge of approximately 3% will be added to the contracted cost. The charge will cover the costs incurred by the South Bergen Jointure Commission. The possibility of routes continuing for more than 180 days does exist. Therefore, the June billing will include all adjustments to finalize all contractual expenditures. Actual administrative costs of bidding non-public routes may be assessed if not awarded.
6. Payment Schedule = A monthly billing will be mailed monthly. The billing will be based on 1/10th of the approximate annual contract cost. Final adjustments will be made in June.
7. All districts who utilize our services agree to pay a deposit based on anticipated monthly charges. This deposit will be billed in August.

Sending District

South Bergen Jointure Commission
Host District

Board President

Board President

Board Secretary

Board Secretary

**STAFF TRIPS AND CONFERENCES
BOARD AGENDA OF 3/6/2017**

First	Last Name	District Location	Conference	City, State	Dates	Total Cost Not to Exceed
Lameka	Augustin	CO	NJASBO Conference	Atlantic City, NJ	6/7-9/2017	\$796.84
Margaret	Alcon	CO	Systems 3000 Training	Eatontown, NJ	3/8/2017	\$41.99
Diane	Baker	CO	New Jersey City University, Staff Recruitment	Jersey City, NJ	3/30/2017	\$18.20
Laurie	Butler	CO	St. Peter's University, Staff Recruitment	Jersey City, NJ	3/23/2017	\$18.20
Michele	Carlor	CO	Bergen County Office of Education, ELL Collaboration	TBD	3/31/2017	\$0.00
Peter	Crawley	CO	TCNJ, Education Career Interviews	Ewing, NJ	4/7/2017	\$30.32
Tammi	Gil	CO	University of Delaware, Staff Recruitment	Newark, DE	4/25-26/2017	\$205.00
Tammi	Gil	CO	New Jersey City University, Staff Recruitment	Jersey City, NJ	3/30/2017	\$93.20
Tammi	Gil	CO	Fred Pryor, Speed Reading	Edison, NJ	3/23/2017	\$27.19
Jaime	Murphy	CO	University of Delaware, Staff Recruitment	Newark, DE	4/25-26/2017	\$495.65
Jaime	Murphy	CO	St. Peter's University, Staff Recruitment	Jersey City, NJ	3/23/2017	\$68.20
Haquisha	Taylor	CO	NJASBO Conference	Atlantic City, NJ	6/7-9/2017	\$796.84
Diana	Davis	CST	William Paterson University, Staff Recruitment	Wayne, NJ	3/10/2017	\$10.54
Diana	Davis	CST	Montclair State University, Staff Recruitment	Montclair, NJ	4/4/2017	\$61.16
Barbara	Pitocco	CST	CIACC, Bergen Community College	Lyndhurst, NJ	3/10/2017	\$0.00
Marielle	Bakian	S 1	Bergen County Office of Education, ELL Collaboration	TBD	3/31/2017	\$0.00
Marisa	Buonomo	S 1	NJBCT DTC Training, Crown Plaza	Saddle Brook, NJ	3/14/2017	\$0.00
Amanda	Sargenti	S 2	Region V, Speech Resources	Oradell, NJ	3/31/2017	\$0.00
Amanda	Sargenti	S 2	Region V, Best Practices in Preschool Education	Maywood, NJ	4/28/2017	\$0.00
Gabrielle	Anconetani	S 3	Bureau of Education & Research, Best Strategies to Identify Reading Problems	West Orange, NJ	3/20-21/2017	\$664.47
Meghan	Lynch	S 3	NJBCT DTC Training, Crown Plaza	Saddle Brook, NJ	3/14/2017	\$0.00
Patrick	Ambrosio	S 4	William Paterson University, Staff Recruitment	Wayne, NJ	3/10/2017	\$10.54
Kristen	Brown	S 4	NJIDA & NJSHA, The Westwood	Garwood, NJ	3/24/2017	\$0.00
Andria	Fusco	S 4	NJBCT DTC Training, Crown Plaza	Saddle Brook, NJ	3/14/2017	\$0.00
Christine	Romano	S 4	Region V, Speech Resources	Saddle Brook, NJ	3/31/2017	\$0.00
Holly	Alasio	MS	Bureau of Education & Research, School Nurses: Best, Current Practices for Medical Emergencies	Newark, NJ	4/25/2017	\$255.82
Gina	Ruesga	MS	Montclair State University, Staff Recruitment	Montclair, NJ	4/4/2017	\$11.16
Nateka	Brewton	HS	Bureau of Education & Research, School Nurses: Best, Current Practices for Medical Emergencies	Newark, NJ	4/25/2017	\$249.00
Gabrielle	Brown	HS	NJBCT DTC Training, Crown Plaza	Saddle Brook, NJ	3/14/2017	\$0.00
Lauren	Carrubba	HS	NJSSC Seminar, Mental Health Facing 21st Century, Seton Hall University	South Orange, NJ	3/16/2017	\$0.00
David	Cuozzo	HS	NJBCT DTC Training, Crown Plaza	Saddle Brook, NJ	3/14/2017	\$0.00
Jodi	Etra	HS	Morris Arts: Girls Surviving, Community Club of Brookside	Brookside, NJ	6/8-9/2017	\$75.00
Joe	Finizio	HS	The College of New Jersey, Staff Recruitment	Ewing, NJ	4/7/2017	\$44.89
Lauren	Glynn	HS	William Paterson University, Staff Recruitment	Wayne, NJ	3/10/2017	\$10.54

**STAFF TRIPS AND CONFERENCES
BOARD AGENDA OF 3/6/2017**

First	Last Name	District Location	Conference	City, State	Dates	Total Cost Not to Exceed
Peter	Kraljic, Jr.	HS	The Ripken Experience, Spring Training Camp	Myrtle Beach, SC	3/10-14/2017	\$0.00
Michael	Raftery	HS	The Ripken Experience, Spring Training Camp	Myrtle Beach, SC	3/10-14/2017	\$0.00
Michael	Raftery	HS	Directors of Athletics Association of New Jersey State Conference	Atlantic City, NJ	3/14-16/2017	\$0.00
Teny	Ravul	HS	Rutgers Junior Science Symposium	New Brunswick, NJ	3/1-2/2017	\$0.00
TOTAL						\$3,984.75

~~RIGHTS OF PERSONS WITH HANDICAPS OR DISABILITIES/POLICY ON NON-DISCRIMINATION~~
AMERICANS WITH DISABILITIES ACT (M)

1510 AMERICANS WITH DISABILITIES ACT RIGHTS OF PERSONS
WITH HANDICAPS OR DISABILITIES/POLICY ON
NON-DISCRIMINATION

It is the policy of the Board of Education that no qualified ~~handicapped or disabled person~~ **individual with a disability will shall**, on the basis of ~~handicap or~~ disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in employment or under any program, activity, or ~~services vocational opportunities~~ sponsored by this Board. The Board ~~will shall~~ comply with ~~§504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, as amended by the Americans with Disabilities Amendments Act of 2008 (hereafter referred to as the Act). It shall also comply with the Individuals with Disabilities Education Act through the implementation of Policy No. 2460 and Regulations Nos. 2460 through 2460.14.~~ **§504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, as amended by the Americans with Disabilities Amendments Act of 2008 (hereafter referred to as the Act).**

Notice of ~~the Board Policy 1530 – Equal Educational Opportunities and Board Policy 5750 – Equal Educational Opportunity Board's policy on nondiscrimination in employment (Policy and Regulation No. 1530) and education (Policy and Regulation No. 5750)~~ will be included in the Board policy manual, posted throughout the district, and referenced in any district statement regarding the availability of employment positions or educational services.

Employment

No employee or candidate for employment ~~will shall~~ be discriminated against in recruitment, hiring, advancement, discharge, compensation, **job** training, transfer, or any other term, condition, or privilege of employment solely **on the basis of a disability** ~~because of his/her handicap/disability~~, provided the employee or candidate can, with or without reasonable accommodation, perform the essential functions of the position sought or held.

No candidate for employment ~~will shall~~ be required to answer a question or submit to an examination regarding a ~~handicap/disability~~ **handicap/disability** except as such ~~handicap/disability~~ **handicap/disability** relates directly to **perform job-related functions the performance of the job sought**. No candidate will be discriminated against on the basis of a ~~handicap/disability~~ **handicap/disability** that is not directly related to the essential function of the position for which he/she has applied.



~~RIGHTS OF PERSONS WITH HANDICAPS OR DISABILITIES/POLICY ON NON-DISCRIMINATION~~
AMERICANS WITH DISABILITIES ACT (M)

Reasonable accommodations, not directly affecting the educational and/or instructional program, ~~will shall~~ be made to accommodate employment conditions to the needs of qualified ~~individuals persons with handicaps/disabilities,~~ **individuals** ~~such~~ accommodations may include, but are not limited to: ~~rescheduling; restructuring jobs; making facilities accessible; acquiring or modifying equipment; modifying examinations, training materials, policies and procedures; and providing readers or interpreters~~ **making existing facilities used by employees readily assessable to and usable by individuals with disabilities, job restructuring, part-time modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.**

The district will furnish appropriate auxiliary aids and services where necessary to afford individuals with disabilities an equal opportunity to participate in and enjoy the benefits of a service, program, or activity conducted by the district.

~~The Board employment policies and procedures shall comply with the Americans with Disabilities Act.~~

Facilities **Maintenance and** Accessibility

No qualified **individual with a disability** ~~handicapped/disabled person will shall~~, because of the school district's facilities being inaccessible or unusable by ~~handicapped/disabled persons,~~ be denied the benefits of, be excluded from participation in or otherwise be subjected to discrimination under any program or activity offered by the Board. No new facilities ~~will shall~~ be constructed that do not fully comply with ~~§504 of the Rehabilitation Act of 1973 and the American with Disabilities Act.~~ Alterations to existing facilities or part thereof, ~~will shall~~ be altered in such a manner to the maximum extent feasible, that the facilities are readily accessible and usable by individuals with ~~handicaps/disabilities~~ who have a need to access Board facilities.



~~RIGHTS OF PERSONS WITH HANDICAPS OR DISABILITIES/POLICY ON NON-DISCRIMINATION
AMERICANS WITH DISABILITIES ACT (M)~~

The district will maintain facilities and equipment required by the Act to be readily accessible to and usable by persons with disabilities.

~~Service, Program, and Activity Access Educational Program Accessibility~~

The district will make reasonable accommodations so that services, programs, and activities are readily accessible and usable by qualified individuals with disabilities. The district is not required to provide personal devices or services of a personal nature to qualified individuals with disabilities.

~~No qualified handicapped/disabled person shall be denied the benefit of, be excluded from participation in, or otherwise be subjected to discrimination in any activity offered by this district.~~

~~The Board has an affirmative obligation to evaluate a student who is suspected of having a handicap/disability to determine the student's need for special education and related services. The Board directs that all reasonable efforts be made to identify unserved children with handicaps/disabilities in this district who are eligible for special education and/or related services in accordance with Policy No. 2460 and Regulations Nos. 2460 through 2460.14, the Individuals with Disabilities Education Act, §504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.~~

~~Section 504 of the Rehabilitation Act requires the Board to address the needs of children who are considered handicapped/disabled under §504 and do not qualify for services under the Individuals with Disabilities Education Act. A student may be handicapped/disabled within the meaning of §504, and therefore entitled to regular or special education and related aids and services under the §504 regulation, even though the student may not be eligible for special education and related services under Part B of the Individuals with Disabilities Education Act.~~

~~No student will be denied, because of his/her educational handicap/disability, participation in co-curricular, intramural, or interscholastic activities or any of the services offered or recognitions rendered regularly to the students of this district.~~

~~There will be grievance procedures for persons alleging discriminatory acts by the Board and/or staff. The due process rights of students with handicaps/disabilities and their parents will be rigorously enforced.~~



~~RIGHTS OF PERSONS WITH HANDICAPS OR DISABILITIES/POLICY ON NON-DISCRIMINATION
AMERICANS WITH DISABILITIES ACT (M)~~

Evaluation and Compliance

The Superintendent or designee will evaluate district programs and practices on nondiscrimination, in accordance with law, and will report to the Board accordingly. Assurances of compliance will be submitted as required by law.

~~The district, with the assistance of interested persons, who may include individuals with disabilities or members of organizations representing individuals with disabilities, or other interested community members and staff, will evaluate its current services, policies, practices, and the effects thereof with regard to the requirements of the Act and make necessary modifications to meet the Act requirements. If such modifications would result in a fundamental alteration of the nature of the affected program or activity, or undue financial or administration burden, the district will provide access through means which would not result in a fundamental alteration or undue financial or administrative burden. 28 CFR §35.150(a)~~

~~For a period of at least three years following completion of the self-evaluation, the district will maintain on file, available for public inspection, a list of those interested persons consulted, a description of the areas examined and problems identified, and modifications made.~~

Enforcement - 28 CFR §35.107

The Board will designate the _____ is designated as district coordinator for matters dealing with **ADA compliance §504 and Title IX**. The district coordinator shall ~~act as a compliance officer and~~ can be contacted at the following address or telephone number:

Office Address: _____

Telephone Number: _____

Grievance procedures are outlined in Regulation 1510.

~~A complaint regarding a violation of law and this policy will be subject to a complaint procedure that provides for the prompt and equitable resolution of disputes.~~



~~RIGHTS OF PERSONS WITH HANDICAPS OR DISABILITIES/POLICY ON NON-DISCRIMINATION
AMERICANS WITH DISABILITIES ACT (M)~~

~~The complainant shall be notified of his/her rights of appeal at each step of the process, and accommodations to the needs of handicapped/disabled complainants shall be made. A complainant shall be informed of his/her right to file a formal action for redress with or without recourse to the complaint procedure established by this policy and its accompanying regulation.~~

~~A complaint regarding the identification, evaluation, classification, or educational program of a student with a handicap/disability shall be governed by the due process rules of the State Board of Education, N.J.A.C. 6A:14-2.7 and the Office of Administrative Law, N.J.A.C. 1:6A-1 et seq., and by the procedural safeguard processes established by Board Policy No. 2460 and Regulation No. 2460.6 or the grievance procedures established in Regulation No. 1510.~~

Guarantee of Rights

The Board ~~will shall~~ not interfere, directly or indirectly, with any person's exercise or enjoyment of the rights protected by the ~~Act. §504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Individuals with Disabilities Education Act or Title IX.~~

The Board ~~will shall~~ not discriminate against any person for that person's opposition to any act or practice made unlawful by law or this ~~Ppolicy~~ or for that person's participation in any manner in an investigation or proceeding arising under ~~the Act. §504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Individuals with Disabilities Education Act or Title IX.~~

The district is not required to permit an individual to participate in or benefit from the district's services, programs, or activities when that individual poses a direct threat to the health or safety of others.

Evaluation and Compliance

~~The Board directs the Superintendent to evaluate district programs and practices on nondiscrimination, in accordance with law, and to report evaluations to the Board. The Board will submit such assurances of compliance as are required by law.~~



Administration
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~~RIGHTS OF PERSONS WITH HANDICAPS OR DISABILITIES/POLICY ON NON-DISCRIMINATION~~
AMERICANS WITH DISABILITIES ACT (M)

Notice Annual Publication

Policy and Regulation 1510 will be available to any member of the public in the district's Policy and Regulation Manual. This Policy will be published yearly prior to the beginning of the school year in a regional newspaper, magazine and/or other written communication that is available to the public.

~~29 U.S.C. 794 (Sec. 504, Rehabilitation Act of 1973)~~

~~20 U.S.C. 1401 et seq. (Individuals with Disabilities Education Act)~~

42 U.S.C. 12101 (Americans with Disabilities Act of 1990, **as amended**)

N.J.S.A. 10:5-1 et seq.

N.J.S.A. 18A:18A-17

N.J.A.C. 6A:14-1 et seq.

34 CFR Part 104

Adopted: 23 August 2010

Draft: 6 March 2017



[See POLICY ALERT Nos. 136, 138, 151, 167 and 210]

R 1510 AMERICANS WITH DISABILITIES ACT RIGHTS OF PERSONS
WITH HANDICAPS OR DISABILITIES/NON DISCRIMINATION

The Board of Education will comply with the requirements of the Americans with Disabilities Act of 1990, including changes made by the ADA Amendments Act of 2008 (hereafter referred to as the “Act.”)

A. Definitions

1. “Act” means the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act of 2008.
2. “Auxiliary aids and services” are identified based on the context of the communication and the individual’s disability.
28 CFR §35.104

They include, but are not limited to:

- a. Effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing;
 - b. Effective methods of making visually delivered materials available to individuals who are blind or have low vision;
 - c. Acquisition or modification of equipment or devices or similar services and actions; and
 - d. Other similar services and actions.
3. “Board” means the Board of Education of this school district.
 4. “Companion” means a family member, friend, or associate of an individual seeking access to a service, program, or activity of a school district, who, along with such individual, is an appropriate person with whom the district should communicate.



5. “Complete complaint” means a written statement, signed by the complainant or someone authorized to do so on his/her behalf, containing the complainant's name and address and describing the public entity's alleged discriminatory action in sufficient detail to inform the agency of the nature and date of the alleged violation. 28 CFR §35.104
6. “Current illegal use of drugs” means illegal use of drugs that occurred recently enough to justify a reasonable belief that a person's drug use is current or that continuing use is a real and ongoing problem.
7. “Direct threat” means a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices or procedures, or by the provision of auxiliary aids or services. 28 CFR §35.139
8. “Disability” means, with respect to an individual, that the individual meets one or more of the following three prongs:
 - a. A physical or mental impairment that substantially limits one or more of the major life activities of such individual;
 - b. A record of such an impairment; or
 - c. Being regarded as having such an impairment.
9. “District” means this school district.
10. “District Coordinator” means the district official responsible for the coordination of activities relating to compliance with the Act.
11. “Drug” means a controlled substance, as defined in schedules I through V of Section 202 of the Controlled Substances Act. 21 U.S.C. §812
12. “Employee” means an individual employed by the Board.
13. “Essential functions of the employment position” are based upon the employer’s judgment and can include an employer’s written description, prepared before advertising or interviewing applicants for the job.



14. “Existing facility” means a facility in existence on any given date, newly constructed or altered.
15. “Facility” means all or any portion of buildings, property, or structures, including the site where the building, property, structure, or equipment is located.
16. “Illegal use of drugs” means the use of one or more drugs, the possession or distribution of which is unlawful under the Controlled Substances Act. 21 U.S.C. §812
17. “Individual with a disability” means a person who has a disability and does not include an individual currently engaging in the illegal use of drugs, when the district acts on the basis of such use.
18. “Major life activities” means those of central importance to daily life and include, but are not limited to, functions such as: caring for one’s self, performing manual tasks, walking, seeing, hearing, eating, sitting, reaching, writing, standing, reaching, lifting, sleeping, bending, speaking, breathing, reading, concentrating, thinking, communicating, interacting with others, learning, and working. “Major life activities” also includes physical or mental impairments that substantially limit the operation of a major bodily function, including, but not limited to: functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, reproductive systems, and the operation of an individual organ within a body system. 28 CFR §35.108; 28 CFR §36.105
19. “Mitigating measures” means steps taken to eliminate or reduce the symptoms or impact of an impairment. “Mitigating measures” include, but are not limited to: medication; medical equipment/appliances; mobility devices; low vision devices (not including ordinary eyeglasses or contact lenses); prosthetics (including limbs and devices); hearing aids, cochlear implants, or other implantable hearing devices; oxygen therapy equipment and



supplies; the use of assistive technology; reasonable modifications or auxiliary aids or services; learned behavioral or adaptive neurological modifications; and psychotherapy, behavioral, or physical therapies. 42 U.S.C. 126 §12102

- a. Mitigating measures, must not be used when determining whether an impairment is a disability except for the use of corrective eyeglasses or contact lenses. Mitigating measures may be considered in assessing whether someone is entitled to reasonable accommodation or poses a direct threat.
20. “Office for Civil Rights” (OCR) means the United States Department of Education Office for Civil Rights.
 21. “Other power-driven mobility device” means any mobility device powered by batteries, fuel, or other engines used by individuals with mobility disabilities for the purpose of locomotion, including any mobility device designed to operate in areas without defined pedestrian routes, but that is not a wheelchair. 28 CFR §35.104
 22. “Physical or mental impairment” means any physiological disorder or condition such as, cosmetic disfigurement or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic and lymphatic, skin, and endocrine; or any mental or psychological disorder such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities. 28 CFR §35.108(b)(2) and 28 CFR§36.105(b)4
 - a. Physical or mental impairments may include, but are not limited to: contagious and noncontagious diseases and conditions; orthopedic, visual, speech, and hearing impairments; cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, intellectual disability, emotional illness, dyslexia and other specific learning disabilities, Attention Deficit Hyperactivity Disorder (ADHD), Human



Immunodeficiency Virus (HIV) (whether symptomatic or asymptomatic), tuberculosis, drug addiction, and alcoholism.

- b. Physical or mental impairments do not include: transvestism; transsexualism; homosexuality or bisexuality; gender identity disorders; sexual behavior disorders; pedophilia; exhibitionism; environmental, cultural, and economic disadvantages; pregnancy; physical characteristics; personality traits or behaviors; normal deviations in height, weight, or strength; compulsive gambling; kleptomania; pyromania; and psychoactive substance use disorders resulting from current illegal use of drugs.
 - c. An impairment that is episodic or in remission may be considered a “disability” if it would substantially limit a major life activity when active.
 - d. Not all impairments are disabilities.
23. “Public entity” means this Board of Education.
24. “Qualified individual” for the purposes of employment, means an individual who, with or without reasonable accommodation, can perform the essential functions of the employment position (based upon the employer’s judgment) that such individual holds or desires. An employer’s written description, prepared before advertising or interviewing applicants for the job, shall be considered evidence of the essential functions of the job. 42 U.S.C. 126 §12111(8)
25. “Reasonable accommodation” may include making existing facilities used by employees readily assessable to and usable by individuals with disabilities and job restructuring, part-time modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.



26. “Record of such an impairment” means the individual has a history of, or has been misclassified as having a mental or physical impairment that substantially limits one or more major life activities.
27. “Regarded as having an impairment” means the individual establishes that he or she has been subjected to a prohibited action under the Act because of an actual or perceived physical or mental impairment, whether or not that impairment substantially limits or is perceived to substantially limit a major life activity.
- a. For this prong only, the public entity must demonstrate the impairment is or would be both transitory (lasting or expected to last six months or less) and minor to show an individual is not regarded as having such an impairment. 42 U.S.C. 126 §12102(3)(B)
 - b. A public entity is not required to provide a reasonable modification to an individual meeting the definition of “disability” solely under the “regarded as” prong.
28. “Substantially limits” means the extent to which the impairment limits an individual’s ability to perform a major life activity as compared to most people in the general population, whether or not an individual chooses to forgo mitigating measures. 42 U.S.C. 126 §12102(4); 28 CFR §35.108(d); 28 CFR §35.105(d) The rules of construction when determining whether an impairment substantially limits performance of a major life activity include:
- a. That it is broadly construed in favor of expansive coverage, to the maximum extent permitted under the Act.
 - b. That it does not demand extensive analysis.
 - c. That it substantially limits one major life activity, but not necessarily other major life activities.
 - d. That it may be episodic or in remission, as long as the impairment would substantially limit a major life activity when active.



- e. That it need not prevent, or significantly or severely restrict, an individual from performing a major life activity.
 - f. That it requires an individualized assessment which does not create an “inappropriately high level of limitation” and is based upon the conditions, manner, or duration under which the individual can perform the major life activity 42 U.S.C. 12102(4)(B).
 - g. That it generally will not require scientific, medical, or statistical evidence (although such evidence can be required where appropriate evidence that can be considered may include statements or affidavits of affected individuals and school records).
 - h. That the determination is made without regard to ameliorative effects of mitigating measures, except for the use of ordinary eyeglasses or contact lenses intended to fully correct visual acuity or eliminate refractive error. Non-ameliorative effects, such as the negative side effects of medication or a medical procedure, may also be considered.
 - i. That the effects of an impairment lasting or expected to last less than six months can be substantially limiting for establishing a disability under the first two prongs: “actual disability” or “record of”.
29. “Undue hardship” means an action requiring significant difficulty or expense when considered in light of factors which include: the nature and cost of the needed accommodation; the overall financial resources of the district or facility providing the reasonable accommodation; the size of the district with respect to the number of employees; effect on expenses and resources, or the impact otherwise of accommodation upon the operation of the facilities; and the type/location of facilities. 42 U.S.C. 126 §12111 (10)



30. “Wheelchair” means a manually operated or power-driven device designed primarily for use by an individual with a mobility disability.

B. General Requirements

1. Prohibitions Against Discrimination

- a. Discrimination is prohibited against a qualified individual on the basis of a disability. Such individual will not be excluded from participation in or denied the benefits of district services, programs, or activities or be subjected to discrimination by the district in accordance with 28 CFR §35.130. The district must ensure that:

- (1) When services, programs, and activities are viewed in their entirety, they are accessible to and usable by individuals with disabilities; and
- (2) Access to services, programs, and activities is provided in an integrated setting unless separate programs are necessary to ensure equal benefits.

- b. The district is not required to take any action that would result in a fundamental alteration of the nature of the program or activity or undue financial or administrative burden. However, claiming undue burden still requires the district to provide access through means that would not result in a fundamental alteration or undue financial or administrative burden.

2. Direct Threat - 28 CFR §35.139

- a. The district is not required to permit an individual to participate in or benefit from the district’s services, programs, or activities when that individual poses a direct threat to the health or safety of others.
- b. To determine whether an individual poses a direct threat to the health or safety of others, the district must make an



individualized assessment, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence to ascertain:

- (1) The nature, duration, and severity of the risk;
- (2) The probability that the potential injury will actually occur; and
- (3) Whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk.

3. Illegal Use of Drugs - 28 CFR §35.131

- a. The district will not discriminate on the basis of past illegal use of drugs against an individual who is not engaging in current illegal use of drugs and who:
 - (1) Has successfully completed a supervised drug rehabilitation program or has otherwise been rehabilitated successfully;
 - (2) Is participating in a supervised rehabilitation program; or
 - (3) Is erroneously regarded as engaging in such use.
- b. While the Act does not prohibit discrimination against an individual based on that individual's current illegal use of drugs, the district will not deny health services or services provided in connection with drug rehabilitation to an individual on the basis of that individual's current illegal use of drugs, if the individual is otherwise entitled to such services.
- c. The Act does not prohibit the district from adopting or administering reasonable policies or procedures, including but not limited to drug testing, designed to ensure that an



individual who formerly engaged in the illegal use of drugs
is not now engaging in current illegal use of drugs.

C. Personal Devices and Services

1. The district will permit individuals with mobility disabilities to use wheelchairs and manually powered mobility aids such as walkers, crutches, canes, braces, or other similar devices designed for use by individuals with mobility disabilities in any areas open to pedestrian use. 28 CFR §35.137
2. The district will make reasonable modifications to permit the use of other power-driven mobility devices by individuals with mobility disabilities unless the district can demonstrate that the power-driven device cannot be operated in accordance with legitimate safety requirements pursuant to 28 CFR §35.137. The district will not ask an individual using a wheelchair or other power-driven mobility device questions about the nature and extent of the individual's disability. The district may require the individual to provide credible assurance that the device is required because of the person's disability.
3. The district is not required to provide individuals with disabilities personal devices, such as wheelchairs; individually prescribed devices such as prescription eyeglasses or hearing aids; readers for personal use or study; or services of a personal nature including assistance in eating, toileting, or dressing pursuant to 28 CFR §35.135.

D. Employment - 42 U.S.C. 126 §12112

1. Discrimination in Employment
 - a. The Board will not discriminate against a qualified individual on the basis of disability in regard to job application procedures; hiring, advancement, or discharge; compensation; job training; and other terms, conditions, and privileges of employment.



- b. Applicants and employees working for or applying to work for the district who qualify for a job and are able to perform the essential functions of that job are entitled to reasonable accommodations provided that such accommodations do not pose undue hardship for the district.
- c. Nothing in the Act shall be construed to preempt, modify, or amend any State, county, or local law, ordinance, or regulation as outlined in N.J.A.C. 6A:32-4.1 et seq.
- d. The school district may not, on the basis of disability:
 - (1) Limit, segregate, or classify a qualified individual in a way that adversely affects his/her opportunities or status of such employee, applicant, or participant in a contractual or other arrangement;
 - (2) Utilize standards, criteria, or methods of administration that have the effect of discrimination on the basis of disability or perpetuate the discrimination of others subject to common administrative control;
 - (3) Exclude or otherwise deny equal jobs or benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to associate or have a relationship;
 - (4) Fail to make reasonable accommodations to known physical or mental limitations of an otherwise qualified individual with a disability or deny employment opportunities to such qualified individual unless the district can demonstrate that the accommodation would impose undue hardship to district operations;
 - (5) Use qualification standards, employment tests, or other selection criteria that screen out or tend to screen out individuals with disabilities unless the standard, test, or other selection criteria, as used by



the district, is shown to be job-related for the position in question and consistent with business necessity; and/or

- (6) Select and administer tests concerning employment to otherwise qualified individuals who possess impaired sensory, manual, or speaking skills, unless done in an effective manner to ensure that, when such tests are administered to a job applicant or employee who has a disability that impairs sensory, manual, or speaking skills, the test results accurately reflect the skills, aptitude, or other factors such tests purport to measure rather than reflecting the impaired sensory, manual, or speaking skills of the employee or applicant (except where such skills are the factors that the test purports to measure).

2. Medical Examinations and Inquiries - (42 U.S.C. 126 §12112)

a. Pre-employment

(1) Prohibited examination or inquiries:

- (a) Whether such an applicant is an individual with a disability; or
- (b) The nature or severity of such disability.

(2) Acceptable inquiry:

- (a) The ability of an applicant to perform job-related functions.

b. Employment Entrance Examinations

- (1) The district may require a medical examination after an offer of employment has been made to a job applicant and prior to the commencement of the employment duties of such applicant, and may condition an offer of employment on the results of such examination, if:



- (a) All entering employees are subject to such an examination regardless of disability;
- (b) Information obtained regarding the medical condition or history of the applicant is collected and maintained on separate forms and in separate medical files and is treated as a confidential medical record, except that:
 - i. Supervisors and managers may be informed regarding necessary restrictions on work or duties of the employees and necessary accommodations;
 - ii. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and
 - iii. Government officials investigating compliance with this Act, will be provided relevant information on request.
- (2) The results of such examination shall only be used in accordance with these provisions.
- c. Examination and Inquiry:
 - (1) Prohibited examinations and inquiries:
 - (a) The district will not require a medical examination and will not make inquiries of an employee as to whether such employee is an individual with a disability or as to the nature or severity of the disability, unless such examination or inquiry is shown to be job-related and consistent with business necessity.



- (2) Acceptable examinations and inquiries:
 - (a) The district may conduct voluntary medical examinations, including voluntary medical histories, which are part of an employee health program available to employees in the district.
 - (b) The district may make inquiries into the ability of an employee to perform job-related functions.
3. Defenses - 42 U.S.C. 126 §12113
 - a. Qualification Standards
 - (1) It may be a defense to a charge of discrimination under the Act that an alleged application of qualification standards, tests, or selection criteria that screen out, tend to screen out, or otherwise deny a job or benefit to an individual with a disability has been shown to be job-related and consistent with business necessity, and such performance cannot be accomplished by reasonable accommodation, as required under the Act.
 - (a) The term "qualification standards" may include a requirement that an individual will not pose a direct threat to the health or safety of other individuals in the workplace.
 - (b) Notwithstanding 42 U.S.C. 126 §12102 (4)(E)(ii), the Board will not use qualification standards, employment tests, or other selection criteria based on an individual's uncorrected vision unless the standard, test, or other selection criteria, as used by the covered entity, is shown to be



job-related for the position in question and consistent with business necessity.

b. Infectious and Communicable Diseases

- (1) In any case in which an individual has an infectious or communicable disease included on the list developed by the United States Secretary of Health and Human Services in accordance with the Act, and which cannot be eliminated by reasonable accommodation, and that is transmitted to others through the handling of food, the Board and its administration may refuse to assign or allow such individual to continue to work in a job involving food handling.

c. Illegal Use of Drugs and Alcohol - 42 U.S.C. 126 §12114

- (1) An individual with a disability shall not include any employee or applicant who is currently engaging in the illegal use of drugs, with exceptions noted in section B.3. of this Regulation.
- (2) The Board will hold an employee who engages in the illegal use of drugs or who is an alcoholic to the same qualification standards for employment or job performance and behavior as other employees, even if any unsatisfactory performance or behavior is related to the drug use or alcoholism of such employee.

d. Drug Testing

- (1) For the purposes of the Act, a test to determine the illegal use of drugs will not be considered a medical examination.
- (2) No provision of the Act shall be construed to encourage, prohibit, or authorize the conducting of drug testing for the illegal use of drugs by job



applicants or employees or making employment decisions based on such test results.

E. Program Accessibility

1. Discrimination Prohibited

a. Except as otherwise provided in 28 CFR §35.150, no qualified individual with a disability will, because the district's facilities are inaccessible to or unusable by individuals with disabilities, including inside or outside access to such facilities, may be excluded from participation in, or be denied the benefits of the services, programs, or activities of the district, or be subjected to discrimination by the district.

b. The district will maintain facilities and equipment required by the Act to be readily accessible to and usable by individuals with disabilities. This provision does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs. 28 CFR §35.133

(1) In regard to existing facilities, the district will operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.

(a) The district is not required to fundamentally alter the nature of a service, program, or activity, or assume undue financial or administrative burdens, or take any action threatening the historic significance of a historic property and has the burden of proving that compliance with the Act would result in such alterations or burdens. 28 CFR §35.150(a)

(b) Should the Board and Superintendent of Schools or his/her designee determine, after



considering all resources available, that compliance would result in such alteration or burden, a written statement of reasons must accompany such a determination.

(c) The Board will take any other action, including, but not limited to redesign or acquisition of equipment, or reassignment of services or staff, that would not result in such alteration or burden, but would, nevertheless, ensure that individuals with disabilities receive the benefits/services provided by the district.

(2) In regard to new construction and alterations, each facility or part of a facility constructed by, on behalf of, or for the use of the district will be designed and constructed in such manner, in accordance with 28 CFR §35.151, that the facility or part of the facility is readily accessible to and usable by individuals with disabilities.

(a) Full compliance with the requirements of 28 CFR §35.151 is not required where the district can demonstrate that it is structurally impracticable to meet the requirements.

(b) If providing accessibility in conformance with 28 CFR §35.151 to individuals with certain disabilities (e.g., those who use wheelchairs) would be structurally impracticable, accessibility shall nonetheless be ensured to persons with other types of disabilities, (e.g., those who use crutches or who have sight, hearing, or mental impairments) in accordance with 28 CFR §35.151.

F. Communications - 28 CFR §35.160



1. The district will take appropriate steps to ensure that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with others.
2. The district will furnish appropriate auxiliary aids and services where necessary to afford individuals with disabilities, including applicants, participants, companions, and members of the public, an equal opportunity to participate in and enjoy the benefits of a service, program, or activity conducted by the district.
 - a. Auxiliary aids and services will be provided in accessible formats, in a timely manner, and in such a way as to protect the privacy and independence of the individual with a disability.
 - b. The district will not require an individual with a disability to bring another individual to interpret with a disability. The district will not rely on an adult accompanying an individual with a disability or on a minor child to interpret or facilitate communication, except in an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no interpreter available; or where the individual with a disability specifically requests that the accompanying adult interprets or facilitates communication, the accompanying adult agrees to provide such assistance, and reliance on that adult is appropriate under the circumstances.
3. Where the district communicates by telephone with applicants and beneficiaries who are deaf, hard of hearing, or who have speech impairments, text telephones (TTYs) or equally effective telecommunications systems equipped with emergency service access will be used to communicate, in the same time and manner as with other telephone systems (including automated systems). 28 CFR §35.161
4. The district will ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and



facilities, including signage at all inaccessible facility entrances.
28 CFR §35.163

G. Grievance Procedure - 28 CFR §35.107(b)

1. A complainant who believes that he/she has been harmed or adversely affected by a discriminatory practice or act prohibited by law and/or policy shall first discuss the matter with his/her immediate supervisor in an attempt to resolve the matter informally.
2. If the matter is not resolved to the satisfaction of the complainant within thirty working days, the complainant may submit a written complaint to the District Coordinator. The complaint will include:
 - a. The complainant's name and address;
 - b. The specific act or practice of which the complainant complains;
 - c. The employee, if any, responsible for the allegedly discriminatory act;
 - d. Results of discussions conducted in accordance with paragraph G.1. above; and
 - e. Reasons why those results are not satisfactory.
3. The District Coordinator will investigate the matter informally and will respond to the complainant in writing no later than seven working days after receipt of the written complaint. A copy of the complaint and the response will be forwarded to the Superintendent.
4. The response of the District Coordinator may be appealed to the Superintendent in writing within three working days after it has been received by the complainant. The appeal will include the original complaint, the response to the complaint, and the complainant's reason for rejecting the response. A copy of the appeal must be given to the staff member alleged to have acted discriminatorily.



5. On his/her timely request (that is, submitted before the expiration of the time within which the Superintendent must render a decision), the complainant will be given an informal hearing before the Superintendent, at a time and place convenient to the parties, but no later than seven working days after the request for a hearing has been submitted. The Superintendent may also require at the hearing the presence of the staff member charged with a discriminatory act and any other person with knowledge of the complained act.
6. The Superintendent will render a written decision in the matter no later than seven working days after the appeal was filed or the hearing was held, whichever occurred later. Copies of the decision will be given to all parties.
7. The complainant may appeal the Superintendent's decision to the Board by filing a written appeal with the School Business Administrator/Board Secretary no later than three working days after receipt of the Superintendent's decision. The appeal shall include:
 - a. The original complaint;
 - b. The response to the complaint;
 - c. The Superintendent's decision;
 - d. A transcript of the hearing, if one has been made, or a summary of the hearing to which all parties have consented; and
 - e. The complainant's reason for believing the Superintendent's decision should be changed.
8. If a staff member is charged with a discriminatory act, the Board will provide a copy of the appeal to that staff member.
9. The Board will review all papers submitted and may render a decision on the basis of the proceedings below. If the complainant so requests, the Board may convene a hearing, at which all parties



may be represented by counsel and may present and examine witnesses, who will testify under oath.

10. The Board will render a written decision no later than forty-five calendar days after the appeal was filed or the hearing held, whichever occurred later. Copies of the decision will be given to all parties.
11. The complainant will be informed of his/her right to appeal the Board's decision to the:

U.S. Department of Justice
950 Pennsylvania Avenue, NW
Civil Rights Division
Disability Rights Section – 1425 NYAV
Washington, D.C. 20530
12. An individual who believes he or she or a specific class of individuals has been subjected to discrimination on the basis of disability by the district may, by himself/herself, or an authorized representative, at any time, file a complaint directly with OCR.
13. Record:
 - a. The record of any complaint processed in accordance with this procedure will be maintained in a file kept by the District Coordinator.
 - b. A copy of the decision rendered at the highest level of appeal will be kept in the employee's personnel file.

Issued: 23 August 2010

Draft: 6 March 2017



Title I – Educational Stability for Children in Foster Care (M)

[See POLICY ALERT No. 210]

2415.30 TITLE I – EDUCATIONAL STABILITY FOR
CHILDREN IN FOSTER CARE

The Federal Every Student Succeeds Act (ESSA), which reauthorized the Elementary and Secondary Education Act (ESEA), initiated protections for children in foster care that further enhanced the requirements of the Fostering Connections to Success and Increasing Adoptions Act of 2008 (Fostering Connections Act). These provisions require school districts to work with child welfare agencies to ensure the educational stability of children in foster care. New Jersey statutes support and implement Federal legislation and require New Jersey’s child welfare agencies and school districts to collaborate and to keep children placed in foster care in the same school when their living placements change if remaining in that school is in the child’s best interest. The educational stability of children in foster care is the joint responsibility of both the educational and child welfare systems.

The **Director of Curriculum & Instruction** shall be designated as the Board of Education’s point of contact person for all matters related to the educational stability for children in foster care. The point of contact person for the school district shall not be the same person designated as the school district liaison for the education of homeless children.

For the purpose of this Policy, “child welfare agency” shall be the New Jersey Department of Children and Families.

For the purpose of this Policy, “foster care” means twenty-four hour substitute care for children placed away from their parents and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes.

For the purpose of this Policy, “school of origin” is the school district in which the child is enrolled at the time of placement in foster care or the school district of residence as per N.J.S.A. 30:4C-26 and N.J.S.A. 18A:7B-12.

A child in foster care shall remain in his/her school of origin if it is determined to be in the best interest of the child for the duration of time in foster care.



Title I – Educational Stability for Children in Foster Care (M)

If a student attending the school district in accordance with the provisions of N.J.S.A. 18A:38-1 et seq. is placed in foster care, the school district contact person will collaborate with child welfare agencies to determine whether it is in the child's best interest to remain in the school district taking into consideration all factors relating to the child's best interest. These factors shall include the appropriateness of the current educational setting and proximity of placement (ESEA Section 1111(g)(1)(E)(i)). These factors may include, but are not limited to:

1. Preferences of the child;
2. Preferences of the child's parent(s) or educational decision maker(s);
3. The child's attachment to the school, including meaningful relationships with staff and peers;
4. The proximity of the resource family home to the child's present school;
5. The age and grade level of the child as it relates to the other best-interest factors;
6. The needs of the child, including social adjustment and well-being;
7. The child's performance, continuity of education, and engagement in the school the child presently attends;
8. The child's special education programming if the child is classified;
9. The point of time in the school year;
10. The child's permanency goal and likelihood of reunification;
11. The anticipated duration of the placement;
12. Placement of the child's sibling(s);
13. Influence of the school climate on the child, including safety;



Title I – Educational Stability for Children in Foster Care (M)

14. The availability and quality of the services in the school to meet the child’s educational and socioemotional needs;
15. History of school transfers and how they have impacted the child;
16. How the length of the commute would impact the child, based on the child’s developmental stage;
17. Whether the child is a student with a disability under the Individuals with Disabilities Act (IDEA) who is receiving special education and related services or a student with a disability under Section 504 who is receiving special education or related aids and services and, if so, the availability of those required services in a school other than the school of origin; and
18. Whether the child is an English language learner (ELL) and is receiving language services, and, if so, the availability of those required services in a school other than the school of origin, consistent with Title VI and the Equal Educational Opportunities Act of 1974 (EEOA).

The school district’s point of contact person will discuss these factors and will make every effort to gather meaningful input and participation from the relevant parties, including appropriate school personnel, in the best-interest determination.

Eligible students with disabilities retain their right to receive a free appropriate public education in the least restrictive environment. When making a best-interest determination regarding the educational placement of a student with a disability under IDEA and Section 504, the Board must ensure that all required special education and related services are provided in the least restrictive placement where the child’s unique needs, as described in the student’s Individualized Education Program (IEP) or Section 504 Plan, can be met. The school district will identify and assess all potential ELL students and provide all ELL students, including ELL students in foster care, with a language assistance program that is educationally sound and proven successful. When a best-interest determination is made for an ELL student in foster care, the Board of Education will comply with its obligations under Title VI and the EEOA.

To the extent feasible, a child shall remain in his/her school of origin until a final best-interest determination is made. The child welfare agency will notify the school district of origin of the child’s school placement after collaboration with



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the Board of Education’s point of contact person and after the child’s best-interest determination has been made. If a change of school is recommended by the child welfare agency, the new school shall immediately contact the school of origin to obtain relevant academic and other records of the foster care child. The financial responsibility for the payment of tuition for a foster care child placed outside the school district of origin and attending school outside the school district of origin shall be determined by the Commissioner of Education in accordance with N.J.S.A. 18A:7B-12 – Determination of District of Residence.

A foster care child who has been placed in this district and exits foster care during the school year [**will** **will not**] be permitted to continue in this school district for the remainder of the school year.

In the event there is a disagreement regarding school placement for a child in foster care, the school district will comply with the legal requirements for resolving the dispute. A parent can appeal a best-interest determination whenever the child changes schools.

Children placed in foster care outside the school district of origin, attending a school in that district, will be provided transportation to and from school in accordance with N.J.A.C. 6A:27-6.1 et seq. and the Transportation Policy of that district. The district of origin is financially responsible for transportation costs to and from school.

Children placed in foster care outside the school district of origin, but remaining in a school within the school district of origin, shall receive transportation to and from school on a “cost-efficient” manner and in accordance with Section 475(4)(A) of the Social Security Act for the duration of the time the child is in foster care. The district of origin is financially responsible for transportation costs to and from school.

The cost of transportation shall not be considered when determining the best interest of the child.

Section 475(4)(A) of the Social Security Act provides guidance on “cost-effective” transportation as it relates to the cost of reasonable travel for foster care children placed outside the school district of origin to their school of origin indicating: the child may be dropped off at a bus stop just within the school district of origin to be transported to a school in the district of origin; the school district may offer a public transportation option; the foster care parents or other families may be willing to drive the child to school in the school district of origin;



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the school district may utilize pre-existing bus routes or stops close to the out-of-district foster care placement that cross school district boundaries; or the foster care child may be eligible for transportation under other Federal or State requirements.

In the event there is a disagreement regarding transportation for a child in foster care, the school district will comply with the New Jersey Department of Education requirements for resolving the dispute. The Board of Education shall provide or arrange for adequate and appropriate transportation for foster care children while any disputes are being resolved.

In all cases regarding student data and records, the Board of Education will comply with all statutory requirements to protect student privacy, including Family Education Rights and Privacy Act (FERPA), and all other privacy requirements under Federal laws, State statutes, and administrative codes.

N.J.S.A. 18A:7B-12

N.J.S.A. 30:4C-26

New Jersey Department of Education Memorandum dated October 4, 2016 –
Ensuring Educational Stability for Children in Foster Care

United States Departments of Education and Health and Human Services – Non-
Regulatory Guidance - Ensuring Educational Stability for Children in Foster
Care – June 23, 2016

Adopted:

Draft: 6 March 2017



[See POLICY ALERT No. 210]

2418 SECTION 504 OF THE REHABILITATION ACT OF 1973 -
STUDENTS

The Board will comply with Section 504 of the Rehabilitation Act of 1973, the purpose of which is to eliminate discrimination on the basis of disability in any program or activity receiving Federal financial assistance.

Guarantee of Rights

The Board will provide a free appropriate public education to each student with a disability regardless of the nature or severity of the disability.

The Board will make reasonable accommodations to ensure that no student with a disability, solely on the basis of the disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity sponsored by this Board, including participation in non-academic and extracurricular services and activities.

The administration will undertake to identify and locate all students with disabilities between the ages of three and twenty-two, who are residing within the district, but not receiving a public school education. The administration will take steps to notify such students and their parents of the district's duty to provide accommodations for students with disabilities as well as procedures to determine eligibility for such accommodations.

Educational Setting

The Board will ensure that a student with a disability participates with nondisabled students in activities and services to the maximum extent appropriate to the needs of the student with a disability.

The school administration will place a student with a disability in the regular educational environment within the district unless the district demonstrates that the education of the student with a disability in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily.



Evaluation and Placement

The Board will establish standards and procedures for initial evaluations and periodic re-evaluations of students who need or are believed to need accommodations, special education, and/or related services because of a disability. Evaluations may include, but are not limited to, a review of work samples, direct observation, interviews, and/or administration of assessment measures.

Enforcement

The **Director of Special Services** is designated by the Board as the District 504 Coordinator for matters dealing with Section 504 of the Rehabilitation Act of 1973 and can be contacted at the following address or telephone number:

Office Address: **2175 Lemoine Avenue, 6th Floor**
Fort Lee, NJ 07024_____

Telephone: **201-585-4612**_____

Procedural Safeguards

The district will establish and implement a system of procedural safeguards with respect to the identification, evaluation, or provision of services under Section 504. This system includes notice, an opportunity for the parent to examine relevant records, an impartial hearing with the opportunity for participation by the parent and representation by counsel, and a review procedure. These procedural safeguards shall be in accordance with N.J.A.C. 6A:14 et seq., Policy 2460, Regulation 2460.8, and/or the grievance procedures outlined in Regulation 2418.

Notice

The Board will notify members of the community that the Board does not discriminate on the basis of a disability in violation of Section 504 of the Rehabilitation Act of 1973. Policy and Regulation 2418 may be reprinted in part or in full and distributed to serve as adequate notice.



Section 504 of the Rehabilitation Act of 1973 - Students (M)

State or Local Law

The obligation to comply with the Rehabilitation Act of 1973 is not obviated or alleviated by the existence of any State or local law or other requirement that, on the basis of disability, imposes prohibitions or limits upon the eligibility of a student with a disability to receive services.

29 U.S.C. 794 (Section 504 Rehabilitation Act of 1973)

20 U.S.C. 1401 et seq. (Individuals with Disabilities Education Act)

42 U.S.C. 12101 (Americans with Disabilities Act of 1990, as amended)

Adopted:

Draft: 6 March 2017



[See POLICY ALERT No. 210]

R 2418 SECTION 504 OF THE REHABILITATION ACT OF 1973 -
STUDENTS

It is the policy of the Board of Education that no qualified student with a disability will, solely on the basis of disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity sponsored by this Board. The Board will also comply with the Individuals with Disabilities Education Act through the implementation of Policy 2460 and Regulations 2460 through 2460.16.

A. Definitions

1. “Accommodation” means a change in the educational setting, instructional strategies, materials, and/or supplementary/related aids and services that does not significantly alter the content of the curriculum or level of expectation for a student’s performance, but which allows the student to access the regular general education curriculum.
2. “Act” means the Rehabilitation Act of 1973.
3. “Aids and Services” means aids and services designed to meet the individual student’s educational needs to the same extent as the needs of students without disabilities are met. 34 CFR §104.33
4. “Board” means the Board of Education of this school district.
5. “Complainant” means a parent of a student with a disability who files a grievance in accordance with the grievance procedure.
6. “Day” means either calendar or working day, as specified in the Act.
7. “Disability” means, with respect to an individual, that the individual meets one or more of the following three prongs:



- a. A physical or mental impairment that substantially limits one or more of the major life activities of such individual;
 - b. A record of such an impairment; or
 - c. Being regarded as having such an impairment.
8. “District” means this school district.
 9. “District 504 Coordinator” means the district official responsible for the coordination of activities relating to compliance with the Act.
 10. “FAPE” means free appropriate public education. FAPE consists of the provision of regular or special education and related aids and services designed to meet the educational needs of a student with a disability to the same extent as the needs of non-disabled students are met.
 11. “Grievance” means an unresolved problem concerning the interpretation or application of law and regulations regarding discrimination by reason of a disability by an officer or employee of this district.
 12. “Individuals with Disabilities in Education Act” (IDEA) identifies eligible children and young adults who have specific types of disabilities and, thus, require special education and related services. If they qualify, students receiving services through IDEA may also be eligible for services under Section 504 and ADA.
 13. “Major life activities” means those of central importance to daily life and include, but are not limited to, functions such as: caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sitting, writing, standing, reaching, lifting, sleeping, bending, speaking, breathing, reading, concentrating, thinking, communicating, interacting with others, learning, and working. “Major life activities” also include physical or mental impairments that substantially limit the operation of a major bodily function, including, but not limited to: functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory,



circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, reproductive systems, and the operation of an individual organ within a body system. 28 CFR §35.108; 28 CFR §36.105

14. “Mitigating measures” means steps taken to eliminate or reduce the symptoms or impact of an impairment. “Mitigating measures” include, but are not limited to: medication; medical equipment/appliances; mobility devices; low vision devices (not including ordinary eyeglasses or contact lenses); prosthetics (including limbs and devices); hearing aids, cochlear implants, or other implantable hearing devices; oxygen therapy equipment and supplies; the use of assistive technology; reasonable modifications or auxiliary aids or services; learned behavioral or adaptive neurological modifications; and psychotherapy, behavioral, or physical therapies. 42 U.S.C. 126 §12102
 - a. Mitigating measures, must not be used when determining whether an impairment is a disability except for the use of corrective eyeglasses or contact lenses. Mitigating measures may be considered in assessing whether someone is entitled to reasonable accommodation or poses a direct threat.

15. “Physical or mental impairment” means any physiological disorder or condition such as, cosmetic disfigurement or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic and lymphatic, skin, and endocrine; or any mental or psychological disorder such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities. 28 CFR §35.108(b)(2) and 28 CFR§36.105(b)4
 - a. Physical or mental impairments may include, but are not limited to: contagious and noncontagious diseases and conditions; orthopedic, visual, speech, and hearing impairments; cerebral palsy; epilepsy; muscular dystrophy; multiple sclerosis; cancer; heart disease; diabetes; intellectual disability; emotional illness; dyslexia and other



specific learning disabilities; Attention Deficit Hyperactivity Disorder (ADHD); Human Immunodeficiency Virus (HIV) (whether symptomatic or asymptomatic); tuberculosis; drug addiction; and alcoholism.

- b. Physical or mental impairments do not include: transvestism; transsexualism; homosexuality or bisexuality; gender identity disorders; sexual behavior disorders; pedophilia; exhibitionism; environmental, cultural, and economic disadvantages; pregnancy; physical characteristics; personality traits or behaviors; normal deviations in height, weight, or strength; compulsive gambling; kleptomania; pyromania; and psychoactive substance use disorders resulting from current illegal use of drugs.
 - c. An impairment that is episodic or in remission may be considered a “disability” if it would substantially limit a major life activity when active.
 - d. Not all impairments are disabilities.
16. “Qualified student with a disability” means a student with a disability at the preschool, elementary, or secondary level, who is: (1) of an age at which students without disabilities are provided educational services; (2) of an age at which it is mandatory under State law to provide educational services to students with disabilities; or (3) a student to whom a State is required to provide a free appropriate public education under the Individuals with Disabilities Education Act (IDEA).
17. “Record of such an impairment” means has a history of, or has been misclassified as having a mental or physical impairment that substantially limits one or more major life activities.
18. “Regarded as having an impairment” means the individual establishes that he or she has been subjected to a prohibited action because of an actual or perceived physical or mental impairment, whether or not that impairment substantially limits or is perceived to substantially limit a major life activity.



- a. For this prong only, the public entity must demonstrate the impairment is or would be both transitory (lasting or expected to last six months or less) and minor to show an individual is not regarded as having such an impairment. 42 U.S.C. 126 §12102(3)(B)
 - b. A public entity is not required to provide a reasonable modification to an individual meeting the definition of “disability” solely under the “regarded as” prong.
19. “Section 504” means Section 504 of the Act.
 20. “Student” means an individual enrolled in any formal educational program provided by the school district.
 21. “Substantially limits” means the extent to which the impairment limits a student’s ability to perform a major life activity as compared to most people in the general population, whether or not an individual chooses to forgo mitigating measures. 42 U.S.C. 126 §12102 (4); 28 CFR §35.108(d); 28 CFR §35.105(d) The rules of construction when determining whether an impairment substantially limits a student in a major life activity include:
 - a. That it is broadly construed in favor of expansive coverage, to the maximum extent permitted under the Act.
 - b. That it does not demand extensive analysis.
 - c. That it substantially limits one major life activity, but not necessarily other major life activities.
 - d. That it may be episodic or in remission, as long as the disability would substantially limit a major life activity when active.
 - e. That it need not prevent, or significantly or severely restrict, an individual from performing a major life activity.



- f. That it requires an individualized assessment which does not create an “inappropriately high level of limitation” and is based upon the conditions, manner, or duration under which the individual can perform the major life activity 42 U.S.C. 12102(4)(B).
- g. That it generally will not require scientific, medical, or statistical evidence (although such evidence can be required where appropriate - evidence that can be considered may include statements or affidavits of affected individuals and school records).
- h. That the determination is made without regard to ameliorative effects of mitigating measures, except for the use of ordinary eyeglasses or contact lenses intended to fully correct visual acuity or eliminate refractive error. Non-ameliorative effects, such as the negative side effects of medication or a medical procedure, may also be considered.
- i. That the effects of an impairment lasting or expected to last less than six months can be substantially limiting for establishing a disability under the first two prongs: “actual disability” or “record of”.

B. District 504 Coordinator - 34 C.F.R. §104.7(a)

- 1. The District 504 Coordinator will be responsible for the initial evaluation of all allegations, reasonable accommodations (if required), and re-evaluations.
- 2. The District 504 Coordinator will comply with the mediation and due process requirements pursuant to N.J.A.C. 6A:14-2.6 and 6A:14-2.7 where applicable in cases arising from Section 504.

C. Educational Program

- 1. General:



- a. The Board will not, on the basis of a disability, exclude a student with a disability from a program or activity and will take into account the needs of such student in determining the aid, benefits, or services to be provided under a program or activity.
 - b. Identification for special education services under IDEA and accommodations under Section 504 are not mutually exclusive.
 - c. Students not otherwise eligible for special education programs and/or related services pursuant to N.J.A.C. 6A:14-1 et seq. may be referred to the District 504 Coordinator by the parent or staff member.
 - d. The Board will provide reasonable accommodation(s) to students with disabilities notwithstanding any program and/or related services required pursuant to N.J.A.C. 6A:14-1 et seq.
- D. Free Appropriate Public Education (FAPE) - 34 CFR §104.33
1. FAPE must be provided without cost to the student's parent, except for those fees imposed on a parent of a non-disabled student.
 2. The district may place a student with a disability in or refer such student to a program other than one it operates as its means of carrying out the provisions of this Regulation.
 - a. The district will continue to maintain responsibility for ensuring the requirements of the Act are met in respect to any student with a disability so placed or referred.
 - b. The district will ensure adequate transportation to and from the program, provided at no greater cost than would be incurred by the parent if the student were placed in a program operated by the district.
 - (1) The administration will consider the proximity of any alternative setting to the student's home.



- (2) If a public or private residential placement is necessary to provide FAPE to a student with a disability, the placement, including non-medical care, room, and board, shall be provided at no cost to his/her parent.

E. Evaluation and Placement - 34 CFR §104.35

1. The Board will establish standards and procedures for initial evaluations and periodic re-evaluations of students who need or are believed to need special education and/or related services on the basis of disability.
 - a. Section 504 evaluations may encompass record and work sample review; direct observation in the natural setting; interviews with the student, parent, and school personnel; and/or administration of assessment measures. They do not include independent evaluations.
 - b. It may be determined that additional data is required, including the administration of formal standardized instruments and data on conditions in remission or episodic in nature. Tests and other evaluation materials must meet the following criteria:
 - (1) Validated for the specific purpose for which they are used and administered by trained personnel;
 - (2) Tailored to assess specific areas of educational need and not merely those designed to provide a single intelligence quotient; and
 - (3) Accurately reflect aptitude or achievement or whatever else the tests purport to measure, rather than the student's impaired sensory, manual, or speaking skills (unless the test is designed to measure these particular factors).



2. In interpreting evaluation data and in making placement decisions, the district will:
 - a. Draw information from a variety of sources, including, but not limited to: aptitude and achievement tests, medical evaluations, teacher recommendations, physical condition, social and cultural background, and adaptive behavior;
 - b. Establish procedures to ensure that information obtained from all such sources is documented and carefully considered;
 - c. Ensure that placement decisions are made by a group of persons, including persons knowledgeable about the student, the meaning of the evaluation data, and placement options; and
 - d. Ensure that placement decisions are made in conformity with this Regulation and 34 CFR §104.34.
3. The District 504 Coordinator will establish timelines for re-evaluations of students receiving reasonable accommodation(s). A parent may request a re-evaluation at any time upon written request to the District 504 Coordinator.
4. Copies of requests for evaluation and related documents will be maintained in a designated Section 504 file folder placed in the student's cumulative record.

F. Section 504 and Special Education

1. A student who qualifies for Section 504 services may not qualify for special education under IDEA; likewise, a student who qualifies under IDEA may not qualify under Section 504.
2. A referral for a Section 504 evaluation may be made concurrently with a pending special education evaluation. In such instances, the Section 504 evaluation should be conducted during the same timeline utilized for the special education assessment. Generally, the Section 504 evaluation should be conducted in less than sixty days.



3. If a student is found eligible under Section 504 prior to the special education team's findings, a Section 504 Accommodation Plan will be developed pending the special education team's findings. If the student is then found eligible for special education, an Individualized Education Program (IEP) will be developed and the IEP team can incorporate into the IEP any accommodations/services provided in the Section 504 Accommodation Plan.
4. A separate Section 504 team meeting will be convened when a student is identified as eligible for special education and no longer requires accommodations/services under Section 504.
5. When an IEP team determines a student is not eligible or no longer eligible for special education, there may be circumstances when a Section 504 referral for evaluation may be appropriate and should be considered. The IEP team may document the student is being referred for a Section 504 evaluation, and the eligibility evaluation shall be addressed in a separate Section 504 team meeting.

G. Section 504 Accommodation Plan

1. The District 504 Coordinator will assist in organizing a team of individuals responsible for receiving referral documents; securing evaluation information; and determining eligibility and appropriate accommodations, related aids or services for eligible students with disabilities. The team must be comprised of people who:
 - a. Are knowledgeable about the student;
 - b. Understand the meaning of evaluation data; and
 - c. Are familiar with placement options.
2. The District 504 Coordinator, based on the evaluation of the student eligible for services under Section 504, will prepare a Section 504 Accommodation Plan which may include as relates to the student:
 - a. Name;



- b. Date of birth;
- c. Current educational placement;
- d. Name of the District 504 Coordinator preparing the Section 504 Accommodation Plan;
- e. Disabling condition:
 - (1) Major life activity impaired;
 - (2) Educational impact; and
 - (3) Impact on related educational progress.
- f. Accommodation (as appropriate):
 - (1) Physical and learning environment;
 - (2) Instructional;
 - (3) Behavioral;
 - (4) Evaluation;
 - (5) Medical; and/or
 - (6) Transportation.
- g. Other:
 - (1) List of individuals participating in the development of the plan, along with their titles and the date(s) of their participation.
 - (2) Certification by the student's parent that he or she has participated in the development of the plan and provided consent to its implementation.



- (3) A waiver of the fifteen days' notice prior to the implementation of the plan by the parent if the plan is to be implemented sooner than the fifteen days.
3. A Section 504 Accommodation Plan should not:
 - a. Modify the curriculum;
 - b. Exempt a student from a course or subject required for graduation;
 - c. Alter the level of expectation for a student's performance;
 - d. Provide an extended time accommodation only for standardized testing when it is not required as part of the regular program of evaluation;
 - e. Include any testing accommodations unless authorized by the testing agency; and
 - f. Assign responsibility for implementing Section 504 accommodations to another student.
4. A Section 504 Accommodation Plan should:
 - a. Directly relate to a student's identified needs;
 - b. Be specific, measurable, and tailored to meet students' identified needs to allow for consistent implementation;
 - c. Be written to incorporate specific symptoms, behavior, or triggers that elicit implementation of the accommodation or service if required only occasionally; and
 - d. Clearly state how much extended time is required based upon a student's identified needs, if the Section 504 team determines such an accommodation is appropriate.
5. Students needing medication:
 - a. Not all students needing medication administered by school staff will require a Section 504 Accommodation Plan. It is



not necessary to qualify a student as having a disability that substantially limits a major life activity under Section 504 in order to provide a service that schools perform for all general education students.

- b. A Section 504 referral with the potential for a subsequent Section 504 Accommodation Plan is appropriate when a student is found to have a disability that substantially limits a major life activity and needs medication administered on a systematic basis to receive equal access to the educational program.

H. Nonacademic/Extracurricular Services - 34 CFR §104.37

1. Nonacademic and Extracurricular Services may include counseling, physical recreational athletics, transportation, health services, recreational activities, special interest groups or school clubs, and/or referrals to agencies which provide assistance to students with disabilities and student employment.
2. The Board and administration will ensure that students with disabilities are not counseled toward more restrictive career objectives than are nondisabled students with similar interests and abilities.
3. The Board will provide to students with disabilities equal opportunity as afforded nondisabled students for participation in physical education courses, athletics, and similar programs and activities.
 - a. The district may offer students with disabilities physical education and athletic activities that are separate or different from those offered to nondisabled students only if the separation or differentiation is consistent with the requirements of 34 CFR §104.34 and only if no student with a disability is denied the opportunity to compete or to participate.

I. Grievance Procedure - 34 CFR §104.7(b)



1. This grievance procedure shall apply to a student with a disability alleging discrimination under the provisions of Section 504 of the Rehabilitation Act of 1973.
2. The parent who believes his or her child has a valid basis for a grievance under Section 504 shall file an informal complaint in writing with the District 504 Coordinator stating the specific facts of the grievance and the alleged discriminatory act.
3. The District 504 Coordinator will make reasonable efforts to resolve the matter informally by reviewing the grievance with appropriate staff including, but not limited to: the Principal, Child Study Team staff, and/or classroom teacher(s).
4. The District 504 Coordinator will investigate and document the complaint including dates of meetings, dispositions, and date(s) of dispositions. The District 504 Coordinator will provide a written decision to the complainant within seven working days of the written complaint.
5. If the complainant is not satisfied with the District 504 Coordinator's written decision, the complainant may appeal the decision in writing, setting out the circumstances that give rise to the alleged grievance. This written appeal must be filed with the District 504 Coordinator within three working days of the complainant's receipt of the written decision. The written appeal must state the basis for the appeal and the remedy sought by the complainant.
6. The District 504 Coordinator will appoint a qualified hearing officer within seven working days of the receipt of the written appeal. The hearing officer will conduct a hearing within seven working days of receipt of the written appeal. The hearing officer will give the parent a full and fair opportunity to present evidence relevant to the issues raised under the initial grievance. The parent may, at his or her own expense, be assisted or represented by individuals of their choice, including legal counsel. The hearing officer will present a written decision to the District 504 Coordinator and aggrieved individual within seven working days of the hearing.



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Section 504 of the Rehabilitation Act of 1973 – Students
M

7. The complainant may file a written appeal to the Board if not satisfied with the hearing officer's decision provided the written appeal is submitted to the Superintendent within three working days of the complainant's receipt of the hearing officer's written decision. The Board may, but is not required to, conduct a Board hearing on the appeal.
8. The complainant may request mediation and due process in accordance with N.J.A.C. 6A:14-2.6 and 2.7 if unsatisfied with the written decision of the Board. If specifically requested by the parent, the aforementioned N.J.A.C. 6A:14-2.6 and 2.7 grievance procedures must be followed.

Adopted:

Draft: 6 March 2017



2624 GRADING SYSTEM

The Board of Education recognizes that a system of measuring, recording, and reporting the achievements of individual ~~pupils~~ **students** is important to the continuing process of learning. The Board, therefore, directs the instructional program of this school district include a system of grading that measures progress toward the New Jersey **Student Learning Core Curriculum Content** Standards and the educational goals of the district.

~~Pupils~~ **Students** shall be informed at the outset of any course of study of the behaviors and achievements that are expected of them and shall be kept informed of their progress during the course of study. As a rule, grading should reward students for positive ~~efforts~~ **results** and minimize failure, and ~~pupils~~ **students** should be encouraged to evaluate their own achievements.

The Superintendent shall develop and continually review in consultation with **administration**, teaching staff members, parent(s) or legal guardian(s), and ~~pupils~~ **students**, a grading program appropriate to the course of study and maturity of ~~pupils~~ **students**. The final decision on any contested grade will be the responsibility of the Principal. A ~~pupil~~ Classified **students** as ~~disabled~~ will be graded in accordance with his/her Individualized Educational Program (IEP) or the Section 504 Plan.

Adopted: 23 August 2010
Draft: 6 March 2017



R 2624 GRADING SYSTEM

A. Purpose of Grading

1. The purpose of grading is to assist ~~pupils~~ **students** in the process of learning; all grading systems will be subject to continual review and revision to that end.
2. Grades acknowledge a ~~pupil's~~ **student's** demonstrated proficiency in the New Jersey **Student Core Curriculum Content Learning** Standards and locally established learning goals and objectives:
 - a. Active participation in and attention to daily lessons,
 - b. Frequent contribution to discussions,
 - c. Prompt, thorough, accurate, and neat preparation of assignments,
 - d. Thorough preparation and performance on tests and assessments,
 - e. Display of an eagerness to learn and an inquisitive approach to lessons,
 - f. Attention to the need for proper materials,
 - g. Cooperation with the teacher's efforts, and
 - h. Willingness to work to the best of his/her ability and to do more than the minimum expected.

B. Preparation for Grading

1. Each ~~pupil~~ **student** must be informed of the behavior and achievements expected of him/her at the outset of each course of study or unit of study.
2. Each ~~pupil~~ **student** must be kept informed of his/her progress during the course of a unit of study. ~~Pupils~~ **Students** who so request are entitled to see the grades resulting from their performance during the grading period.



3. Each method of grading shall be appropriate to the course of study and the maturity and abilities of the ~~pupils~~ **students**.
 4. ~~Pupils~~ **Students** should be encouraged to evaluate their own achievements.
 5. The process of review and revision will involve teaching staff members, parent(s) or legal guardian(s), and, as appropriate, ~~pupils~~ **students**.
- C. Grading Periods
1. Grades will be awarded at the end of four marking periods in each school year.
 2. ~~Pupils~~ **Students** will be given a final ~~grade report card~~ **grade report card** in each subject at the end of the school year.
 3. Grades will be recorded on report cards for parent(s) or legal guardian(s) notification in accordance with Policy No. 5420 and Regulation No. 5420.
- D. Basis for Grading
- The teacher responsible for assigning a grade should take into consideration the ~~pupil's~~ **student's**:
1. Completion of written assignments prepared in the classroom or elsewhere;
 2. Oral contributions in class, including discussion responses, observations, panel participation, presentations, initiation of topics;
 3. Performance on oral and written tests and quizzes;
 4. Research into standard references and other background materials;
 5. Oral and written reports on materials read by the ~~pupil~~ **student**;
 6. Laboratory work;
 7. **Research Term** papers;



8. Special oral or written reports;
9. Other evidences of the ~~pupil's~~ **student's** constructive efforts and achievements in learning; and
10. For the final grade, the ~~pupil's~~ **student's** attendance record, in accordance with Policy Nos. 5200, 5410, and 5460.

E. Meaning of Grades

Parent(s) or Legal Guardian(s) Requiring Special Accommodations

Teachers must notify the Principal at least two weeks in advance when a translator or other special accommodation will be required either for a parent(s) or legal guardian(s) conference or for transmission of a written report.

Grades **Pre-Kindergarten, One, and Two** Grading System

1. All grading is designed to show achievement and effort.

- a. Assessment Key

H — High achievement
S — Satisfactory progress
I — Improvement needed
U — Unsatisfactory

4. **Student consistently exceeds grade level expectations**
3. **Student meets grade level standards**
2. **Student sometimes meets grade level standards**
1. **Student is not yet meeting grade level standards**

Grades Three through Six Grading System

1. Numerical grades are given in all subject areas for achievement. Special Areas are graded on a separate scale.



- The grading system consists of letter grades that are assigned a numerical range, in addition to letter grades that are not assigned a numerical value. The special area assessment key consists of four levels of assessment.

Letter Grade	Numerical Range
A+	97-100
A-	90-92
B+	87-89
B	83-86
B-	80-82
C+	77-79
C	73-76
C-	70-72
D+	67-69
D	63-66
D-	60-62
F	59 and below
P	Pass
I	Incomplete
E	Excused
NM	No Mark

Special Areas Assessment Key	
H	High Achievement
S	Satisfactory
I	Improvement Needed
U	Unsatisfactory

Grades Seven through Twelve Grading System

- Numerical grades are given in all subject areas for achievement.
- The grading system consists of letter grades that are assigned a numerical range, in addition to letter grades that are not assigned a numerical value.



Letter Grade	Numerical Range
A+	97-100
A	93-96
A-	90-92
B+	87-89
B	83-86
B-	80-82
C+	77-79
C	73-76
C-	70-72
D+	67-69
D	63-66
D-	60-62
F	59 and below
P	Pass
I	Incomplete
E	Excused
NM	No Mark
NC	No Credit
AU	Audit
WD	Withdraw
WF	Withdraw Failing

Class Rank

1. Definition

Ranking at Fort Lee High School is that process whereby the academic standing of the ~~pupil~~ **student** is determined in comparison to all other members of the class.

The Board of Education acknowledges the usefulness of a system of computing grade point averages and class ranking for secondary school graduates for two reasons:

- a. to inform ~~pupils~~ **students** of their relative academic placement among their peers;
- b. and in addition to provide ~~pupils~~ **students**, prospective employers, and institutions of higher learning with a predictive device so that each



~~pupil~~ **student** is more likely to be placed in an environment conducive to success.

2. Mechanics

Grade Point Average

In computing the grade point average for grades nine through eleven and the first semester of grade twelve in the implementation of the ranking process, the following procedure is utilized:

- a. Compute quality points earned for each subject by applying the numerical weighted value and multiply by the number of credits earned as indicated in the weighting chart.
- b. Add total credits earned.
- c. Add total quality points earned.
- d. To arrive at a grade point average, divide the total credits earned into the total quality points.

$$\text{GPA} = \frac{\text{Total Quality Points}}{\text{Total Credits}}$$

3. Weighting Chart -- Quality Points for Grade Point Average (G.P.A.)

The weighting chart to be used in differentiating between the International Baccalaureate courses, advanced placement courses, honors courses, and regular courses is as follows:

Numerical Range	Grade	Regular	Honors/IB SL	AP/IB HL
97-100	<i>A+</i>	<i>4.40</i>	<i>4.65</i>	<i>4.90</i>
93-96	<i>A</i>	<i>4.00</i>	<i>4.25</i>	<i>4.50</i>
90-92	<i>A-</i>	<i>3.60</i>	<i>3.85</i>	<i>4.10</i>
87-89	<i>B+</i>	<i>3.40</i>	<i>3.65</i>	<i>3.90</i>
83-86	<i>B</i>	<i>3.00</i>	<i>3.25</i>	<i>3.50</i>
80-82	<i>B-</i>	<i>2.60</i>	<i>2.85</i>	<i>3.10</i>



77-79	<i>C+</i>	<i>2.40</i>	<i>2.65</i>	<i>2.90</i>
73-76	<i>C</i>	<i>2.00</i>	<i>2.25</i>	<i>2.50</i>
70-72	<i>C-</i>	<i>1.60</i>	<i>1.85</i>	<i>2.10</i>
67-69	<i>D+</i>	<i>1.40</i>	<i>1.65</i>	<i>1.90</i>
63-66	<i>D</i>	<i>1.00</i>	<i>1.25</i>	<i>1.50</i>
60-66	<i>D-</i>	<i>0.60</i>	<i>0.85</i>	<i>1.10</i>
59-0	<i>F</i>	<i>0</i>	<i>0</i>	<i>0</i>

No Quality Points are awarded for an "F."

4. Class rank, by grade point average, will be calculated for ~~pupils~~ **students** in grades nine through twelve. Class rank is reported to the colleges by a decile rank rather than a numerical rank. Decile is division by ten percent. For the purpose of scholarship and admission to service academies, the guidance department shall report a more specific rank as necessary.
5. Class rank will be calculated by the final grade in all academic subjects, except those subjects for which no credit is awarded, and will not include failing grades. Weighted credit will be calculated for grades earned in advanced placement, honors, and International Baccalaureate courses. All grades recorded on a transfer 's transcript shall be translated to the Fort Lee High School grading and weighting system and included in the class rank accordingly.
6. Grades earned from an administratively approved course for advancement or acceleration from a Board of Education approved private or public school provider shall not be included in the calculation of class rank and grade point average. Please note that all courses for advancement or acceleration must meet the following criteria:
 - a. The course must meet for a minimum of 120 hours;
 - b. The course title or description must state that the course is designed for advancement, acceleration, new work or original credit;
 - c. The course curriculum must be designed to cover the concepts of a full-year course;
 - d. The course must be administered by a Fort Lee Board of Education approved provider;



- e. The course must receive the approval of the building principal prior to course registration;
 - f. This request form must be submitted to the 's counselor before the last day of school;
 - g. The ~~pupil~~ **student** must receive a passing grade for the course in accordance with Fort Lee High School's grading policy;
 - h. If the receives a passing grade, the course title and number of credits earned will be added to the child's transcript with the grade of P (Pass).
 - i. The grade will not count toward the child's grade point average and will not be used to calculate class rank.
 - j. Grade Eight s that advance to the next level of a high school course will not have the course included on his/her high school transcript.
 - k. If the fails or withdraws from the class, the course will not be added to the child's transcript and the child will not gain entrance to the next course level.
 - l. The Guidance Department must receive an official copy of the course transcript or report card directly from the provider prior to the start of the school year.
 - m. Any that requests to move up a level (regular to Honors/IB SL level or Honors to Advanced Placement/IB HL level) must pass the said course for advancement/acceleration., ~~and must also pass the Fort Lee High School final examination for the higher level course.~~
7. Any two or more ~~pupils~~ **students** whose computed grade point averages are identical will be given the same rank. The rank of the ~~pupil~~ **student** who immediately follows a tied position will be determined by the total number of all preceding ~~pupils~~ **students** not by the rank of the immediately preceding ~~pupil~~ **student**.

F. Grade Validation

In order that he/she may justify a grade, each teacher is directed to retain in his/her possession the following records to validate grades awarded to ~~pupils~~ **students**. The records should be kept for a minimum of six years after the end of the school year in which the grades were awarded.

1. The daily attendance and tardiness record;



2. All grades earned for classroom activities such as quizzes, tests, reports, and class recitations;
 3. All grades earned for activities conducted elsewhere, such as homework assignments, **research, reports and projects term papers**;
 4. Any notation regarding the meaning of each grade and its relation to the type of activity or material covered;
 5. Any notation of discussions with the ~~pupil~~ **student** on a grade or the ~~pupil's~~ **student's** cumulative grade average;
 6. Any referrals for guidance, discipline, and the like; and
 7. Any notations recording communications between the teacher and the parent(s) or legal guardian(s), the Principal, or other teaching staff members.
- G. Appeal
1. Each teacher is responsible for the determination of the grade a ~~pupil~~ **student** receives for participation in the teacher's course of study.
 2. Each teacher may be required to furnish reasons, supported by evidence (see paragraph E above) to substantiate any grade earned.
 3. If a grade is challenged by a ~~pupil~~ **student** or a parent(s) or legal guardian(s), the teacher will convene a conference and will explain the grading system and the reasons for the final grade.
 4. If the parent(s) or legal guardian(s) or ~~pupil~~ **student** is not satisfied by the teacher's explanations, he/she may appeal the grade to the Principal, who will consult with the teacher and the ~~pupil~~ **student** in an attempt to resolve the dispute. The Principal will give every reasonable deference to the teacher's professional judgment.
 5. If the Principal determines that the grade should be changed, he/she will alter the grade on all records and indicate by whose authority the grade has been changed.



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6. No reprisals will be taken in any form against a teacher who remains determined in his/her belief that the grade originally given is fair and correct.
7. The Superintendent may hear an appeal from the Principal's determination. Only in the most extraordinary circumstances will the Superintendent alter a grade determined at the school building level.

Issued: 23 August 2010
Revised: 07 November 2011
Draft: 6 March 2017



[See POLICY ALERT Nos. 160 and 210]

5116 EDUCATION OF HOMELESS CHILDREN

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

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

The **school** district of residence for a homeless child is responsible for the education of the child and ~~will~~ **shall** assume all responsibilities as required in N.J.A.C. 6A:17-2.34 et seq. The **school** district of residence **for a homeless child means** is the **school** district in which the parent(s) or legal guardian(s) of a **homeless child resided last resided** prior to becoming homeless.

The **school** district liaison **designated by the Superintendent of Schools** for the education of homeless children is **Director of School Counseling Services**. The liaison will facilitate communication and cooperation between the **school** district of residence and the **school** district where the homeless child **resides and shall assume all responsibilities as outlined in N.J.A.C. 6A:17-2.4(a).** ~~is temporarily residing and will develop procedures to ensure that a homeless child temporarily~~



~~residing in the district is enrolled and attending school pursuant to N.J.A.C. 6A:17-2.6.~~

When a homeless child **resides in a school district** ~~is living temporarily in the school district~~, the **school district liaison shall notify the liaison of the school district of residence within twenty-four hours of receiving notification from the parent, the Department of Human Services or the Department of Children and Families, a shelter director, an involved agency, or a case manager.** ~~upon receiving notification from the parent(s) or legal guardian(s), the Department of Human Services, a shelter director, an involved agency, or a case manager, will notify the liaison of the district of residence within twenty-four hours of the notification.~~ Upon notification of the need for enrollment of a homeless child, the liaison in the **school** district of residence **shall will** coordinate enrollment procedures immediately based upon the best interest of the child pursuant to N.J.A.C. 6A:17-2.56(b).

The Superintendent **of the school district of residence** or designee ~~of the district of residence~~ shall decide **in which school** the district ~~of enrollment~~ of the homeless child **shall be enrolled** in accordance with **the provisions of** N.J.A.C. 6A:17-2.56 et seq.

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

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



When a school ~~If the district is designated as the school district of residence and~~ ~~disputes its such designation as the school district of residence,~~ or where no designation can be agreed upon by **the involved school** districts, the Superintendent(s) **or designee(s)** of the involved **school** districts shall immediately notify the **Executive** County Superintendent of Schools, who **shall immediately will** make a determination, **if possible, but no later than within forty-eight hours** ~~within two working days.~~ ~~The district may appeal the County Superintendent's determination to the Department of Education pursuant to N.J.A.C. 6A:23-5.2(d), (e), and (f).~~

If a **the** dispute ~~occurs~~ regarding ~~the~~ determination of ~~the~~ district of **residence enrollment** **does not involve the determination of homelessness and/or district enrollment, the school district** ~~made by the district of residence,~~ **disputing the Executive County Superintendent's determination may appeal to the Department of Education pursuant to N.J.A.C. 6A:23A-19.2(d), (e), and (f) and request a determination from the Division of Administration and Finance.** ~~of the district of residence shall immediately notify the County Superintendent of Schools. The County Superintendent will determine within two working days where the child shall be enrolled based on the child's best interest pursuant to N.J.A.C. 6A:17-2.6(b). If the County Superintendent's decision is disputed, the Department of Education shall provide for mediation in accordance with N.J.A.C. 6A:17-2.8(e).~~ **If an appeal of a determination of district of residence also includes an appeal of the determination of homelessness and/or school district of enrollment, the appeal shall be submitted to the Commissioner of Education pursuant to N.J.A.C. 6A:3, Controversies and Disputes.**

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



Financial responsibility, including the payment of tuition for the homeless child, will be in accordance with N.J.A.C. 6A:17-2.89 ~~et seq.~~ The **school** district of residence shall list the child on its annual Application for State School Aid (ASSA) pursuant to N.J.S.A. 18A:7F-33 **until the parent establishes a permanent residence or is deemed domiciled in another jurisdiction pursuant to N.J.S.A. 18A:38-1.d.** At that time, the school district of residence shall no longer list the student on its ASSA. ~~as long as the parent(s) or legal guardian(s) remains homeless and the child is enrolled in another school district. If a district of residence cannot be determined for a homeless child or if a district of residence is outside of the State, The State shall will assume fiscal responsibility for the tuition of the child pursuant to N.J.S.A. 18A:7B-12.1(d) and shall pay the tuition to the school district in which the child is currently enrolled until the parent establishes a permanent residence or is deemed domiciled in another jurisdiction pursuant to N.J.S.A. 18A:38-1.d. under the circumstances outlined in N.J.A.C. 6A:17-2.8(c). The State will pay the tuition, in accordance with N.J.A.C. 6A:17-2.9(c)1., to the school district in which the child is currently enrolled for as long as the child and his or her parent(s) or legal guardian(s) remain homeless.~~

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

Adopted: 23 August 2010
Draft: 6 March 2017



[See POLICY ALERT Nos. 160 and 210]

R 5116 EDUCATION OF HOMELESS CHILDREN

A. Definitions (N.J.A.C. 6A:17-1.2)

1. “**School district liaison for the education of homeless children**” means the person identified in ~~the each~~ school district that facilitates all ~~of the~~ activities needed to ensure the enrollment **and attendance** of homeless children.
2. “**School district of residence**” **for a homeless child** means the school district in which the parent **of a homeless child** last resided prior to becoming homeless. **It may not be the school district in which the student currently resides. This is synonymous with the term "school district of origin" referenced in the McKinney-Vento Homeless Education Assistance Act. "School district of residence" for a student in a State facility means the school district in which the parent with whom the student lived prior to placement in a State facility currently resides pursuant to N.J.S.A. 18A:7B-12.b.**
3. “Homeless child” means a child or youth who lacks a fixed, regular, and adequate residence, pursuant to N.J.S.A. 18A:7B-12 and N.J.A.C. 6A:17-2.32.
4. “**Immediate**” or “**immediately**” means **at the instant the need for placement is made known.**
54. “Parent” means the natural or adoptive parent, legal guardian, foster parent, surrogate parent, ~~or and~~ person acting in the place of a parent such as the person with whom the child legally resides or a person legally responsible for the child’s welfare.
65. “Superintendent” means Superintendent and/or Chief School Administrator.



B. Determination of **Homelessness** ~~Homeless Status~~ (N.J.A.C. 6A:17-2.2)

1. **The Board of Education** ~~The district shall will~~ determine **that** a child is homeless **for the purposes of N.J.A.C. 6A:17-2** when he or she resides in any of the following:
 - a. A publicly or privately operated shelter designed to provide temporary living accommodations, including: hotels or motels; congregate shelters, including domestic violence and runaway shelters; transitional housing; and homes for adolescent mothers-;
 - b. A public or private place not designated for or ordinarily used as a regular sleeping accommodation, including: cars or other vehicles **including excluding** mobile homes; tents or other temporary shelters; **parks; abandoned buildings; bus or train stations; or** temporary shelters provided to migrant workers and their children on farm sites-;
 - c. The residence of relatives or friends **where with whom** the homeless child **resides is temporarily residing** out of necessity because **his or her the** family lacks a regular or permanent residence of its own-;
 - d. **Substandard housing; or**
 - e. **Any temporary location wherein children and youth are awaiting foster care placement.**

C. Responsibilities of the **School** District of Residence (N.J.A.C. 6A:17-2.3)

1. The **school** district of residence for a homeless child is responsible for the education of the child and **shall will**:
 - a. Determine the **school** district in which the child shall be enrolled after consulting with the parent pursuant to N.J.A.C. 6A:17-2.56;
 - b. Pay the cost of tuition pursuant to ~~N.J.A.C. 6A:23-3.1~~ **N.J.S.A. 18A:38-19**, when the child attends school in another **school** district; and



- c. Provide for transportation for the child pursuant to N.J.A.C. 6A:27-6.2.
 2. The determination of the homeless child's **school** district of residence ~~will~~ **shall** be made by the Superintendent **of the school district of residence** or designee ~~of the school district(s) involved~~ pursuant to N.J.A.C. 6A:17-2.45. ~~This determination will be based upon information received from the parent, the Department of Human Services or the Department of Children and Families, a shelter provider, another school district, an involved agency, or a case manager.~~
 3. The district Board of Education identified **in accordance with N.J.S.A. 18A:7B-12** as the **school** district of residence ~~in accordance with N.J.S.A. 18A:7B-12~~ for a homeless child **shall be** ~~is~~ the **school** district of residence **until the parent establishes a permanent residence** ~~for as long as the parent remains homeless.~~ **Financial responsibility will remain with the homeless child's school district of residence until the family is deemed domiciled in another jurisdiction, pursuant to N.J.S.A. 18A:38-1.d.**
- D. Designation of **School** District Liaisons and Their Responsibilities (N.J.A.C. 6A:17-2.4)
 1. The Superintendent identifies **Director of School Counseling Services** as the district liaison for the education of homeless children. The **school district** liaison **shall:** ~~will facilitate communication and cooperation between the district of residence and the district where the homeless child is temporarily residing. The district liaison will develop procedures to ensure a homeless child temporarily residing in the district is enrolled and attending school pursuant to N.J.A.C. 6A:17-2.6.~~
 - a. **Facilitate communication and cooperation between the school district of residence and the school district where the homeless child resides;**
 - b. **Develop procedures to ensure a homeless child residing in the school district is enrolled and attending school pursuant to N.J.A.C. 6A:17-2.5;**



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



2. When a homeless child ~~resides is living temporarily~~ in a school district, the district liaison **shall notify the liaison of the school district of residence within twenty-four hours**, ~~upon~~ of receiving notification from the parent, the Department of Human Services **or the Department of Children and Families**, a shelter director, an involved agency, or a case manager, ~~will notify the liaison of the district of residence within twenty four hours of the notification.~~
 3. Upon notification of the need for enrollment of a homeless child, the liaison in the **school** district of residence **shall will** coordinate enrollment procedures immediately based upon the best interest of the child pursuant to N.J.A.C. 6A:17-2.56(b).
- E. **School District Enrollment (N.J.A.C. 6A:17-2.5)**
1. The Superintendent ~~or designee~~ of the **school** district of residence **or designee shall will** decide in which district the homeless child **shall will** be enrolled as follows:
 - a. **Enroll** ~~To continue~~ the homeless child's ~~education~~ in the school district of **residence to the extent feasible, except when doing so is contrary to the wishes of the homeless child's parent** ~~last attendance if the district of last attendance is not the district of residence;~~
 - b. **Continue the homeless child's education in the school district of last attendance if it is not the school district of residence** ~~To enroll the homeless child in the district of residence; or~~
 - c. **Enroll the homeless child in the school district where the child resides** ~~To enroll the homeless child in the school district where the child is temporarily living.~~
 2. The Superintendent of the **school** district of residence **or designee shall will** decide the **school** district of enrollment of a homeless child based on what is determined to be in the best interest of the child after considering:
 - a. **The enrollment of the homeless child in the school district of residence to the extent feasible, except when doing so is contrary to the wishes of the child's parent.**



- ba. The continuity of the child's educational program;
 - b. ~~The preference of the parent as to where the child should attend school;~~
 - c. The eligibility of the child for special instructional programs, including but not limited to bilingual, gifted and talented, special education, early childhood, **and career and technical education** ~~vocational~~ programs; and
 - d. The distance, travel time, and safety factors in coordinating transportation services from the ~~temporary~~ residence to the school.
3. The Superintendent of the **school** district of residence **or designee shall** ~~will~~ determine the child's **school** district enrollment **immediately in a timely manner** after consultation with the parent ~~as follows~~. **The school district of residence shall adhere to the following procedures:**
- a. Enrollment decisions **shall** ~~will~~ be made **immediately** ~~within three school days of~~ **upon** notification of the need for enrollment. When the decision is made, the child will be enrolled immediately. **If a dispute arises regarding enrollment of a homeless child, the homeless child shall be immediately enrolled in the school district in which enrollment is sought by the parent, pending resolution of the dispute pursuant to N.J.A.C. 6A:17-2.7. ; and**
 - ba. Consultation with the parent regarding the enrollment decision and the right to appeal the decision **shall** ~~will~~ be documented in writing.
 - c. **A decision to enroll a homeless child in a school district other than the school district of residence or the school district requested by the parent shall be explained in writing and provided to the parent.**



4. When a decision is made to enroll the child in a **school** district other than the **school** district of residence, the Superintendent **or designee** of the **school** district of residence **shall** ~~will~~ forward to the new **school** district all relevant school and health records **consistent with the provisions of N.J.A.C. 6A:32, School District Operations.** ~~When the parent is homeless due to conditions of domestic violence, the transfer of student records will be subject to the provisions of N.J.A.C. 6:3-6.~~
5. When a homeless child with a **disability** ~~educational disabilities~~ is enrolled in a **school** district other than the **school** district of residence, the **school district of enrollment shall treat the student as a transfer student pursuant to N.J.A.C. 6A:14, Special Education** ~~child will be placed in a program consistent with the goals and objectives of the child's individualized educational program. Within thirty days after placement, the district where the child is placed will review and revise the individualized educational program pursuant to N.J.A.C. 6A:14.~~
6. When the **school** district of residence for a homeless child cannot be determined, the Superintendent **or designee** of the **school** district in which the child **currently resides** ~~is temporarily residing~~ **will shall** enroll the child immediately in the **school** district of ~~the~~ **current** ~~temporary~~ residence or the **school** district of last attendance.
7. The school district selected pursuant to N.J.A.C. 6A:17-2 shall immediately enroll the homeless child or youth, even if the child or youth is unable to produce records normally required for enrollment such as previous academic records, medical records, proof of residency, or other documentation.
8. Enrollment in the school district of residence, the school district of last attendance if not the school district of residence, or the school district where the child resides shall continue for the duration of homelessness, including when a family becomes homeless between academic years, and also for the remainder of the academic year if the homeless child becomes permanently housed during the academic year.



F. Parental Rights (N.J.A.C. 6A:17-2.6)

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

G. Disputes and Appeals (N.J.A.C. 6A:17-2.7)

1. **When** ~~If~~ a dispute occurs regarding the determination of homelessness **or the determination of the school district of enrollment made by the school district of residence**, the Superintendent(s) **or designee(s)** of the involved **school** district(s) or the **child's** parent(s) ~~of the child will~~ **shall** immediately notify the **Executive** County Superintendent of Schools, who, **in consultation with the Department's McKinney-Vento Homeless Education Coordinator or designee, shall immediately** ~~will~~ decide the **child's** status ~~of the child within two working days~~. If a dispute remains between the parent and the involved **school** district(s) following the **Executive** County Superintendent's determination, the parent or the involved **district** Board(s) of Education may appeal to the Commissioner of Education for a determination pursuant to N.J.A.C. 6A:3, **Controversies and Disputes**.
2. **When** ~~If~~ a **school** district designated as the **school** district of residence disputes ~~its such~~ designation **as the school district of residence**, or where no designation can be agreed upon by the involved **school** districts, the Superintendent(s) **or designee(s)** of the involved **school** districts **shall** ~~will~~ immediately notify the **Executive** County Superintendent of Schools, who **shall** ~~will~~ make a determination **immediately, if possible, but no later than within forty-eight hours** ~~within two working days~~. ~~The district may appeal the County Superintendent's determination to the Department of Education pursuant to N.J.A.C. 6A:23-5.2 (d), (e), and (f).~~



- a3. ~~If a~~ **the dispute occurs regarding the determination of the district of residence enrollment does not involve the determination of homelessness and/or district enrollment, the school made by the district of residence disputing the Executive County Superintendent's determination may appeal to the Department of Education pursuant to N.J.A.C. 6A:23A-19.2(d), (e), and (f), and request a determination from the Division of Administration and Finance the Superintendent of the district of residence will immediately notify the County Superintendent of Schools. The County Superintendent will determine within two working days where the child will be enrolled based on the child's best interest pursuant to N.J.A.C. 6A:17-2.6(b).**
- b. **If an appeal of a determination of district of residence also includes an appeal of the determination of homelessness and/or school district of enrollment, the appeal shall be submitted to the Commissioner pursuant to N.J.A.C. 6A:3, Controversies and Disputes.**
- a. ~~If the County Superintendent's decision is disputed, the Department of Education will provide for mediation as follows:~~
- ~~(1) The request must be made to the Department of Education in writing.~~
 - ~~(2) Requests for mediation will cite the issues in dispute and the relief sought.~~
 - ~~(3) A mediation conference must be conducted within five school days after the request is made at a time and place reasonably convenient to all parties in the dispute.~~



~~(4) If the mediation does not result in an agreement, an appeal may be made to the Commissioner of Education pursuant to N.J.A.C. 6A:3 et seq.~~

34. Any dispute or appeal shall not delay the homeless child's immediate **enrollment or continued enrollment in the school district entrance into school**. The homeless child **shall will** be enrolled in the **school district in which enrollment or continued enrollment is sought by the parent**, ~~designated by the County Superintendent~~ pending resolution of the dispute or appeal.
45. Disputes and appeals involving the services provided to a homeless child with **a disability educational disabilities will shall** be made pursuant to N.J.A.C. 6A:14.

H. Tuition (N.J.A.C. 6A:17-2.8)

1. **When ~~if~~ the homeless child is enrolled in a school district other than the school district of residence, the school district of residence shall will pay to the school district of enrollment the tuition costs of tuition for the child to that district pursuant to N.J.S.A. 18A:38-19 and N.J.A.C. 6A:23 3.1 until the parent establishes a permanent residence or is deemed domiciled in another jurisdiction pursuant to N.J.S.A. 18A:38-1.d. At that time, the school district of residence shall no longer pay tuition to the school district of enrollment.**
2. The **school district of residence shall will** list the child on its annual Application for State School Aid (ASSA) pursuant to N.J.S.A. 18A:7F-33 **until the parent establishes a permanent residence or is deemed domiciled in another jurisdiction pursuant to N.J.S.A. 18A:38-1.d. At that time, the school district of residence shall no longer list the student on its ASSA for as long as the parent remains homeless and the child is enrolled in another school district.**
3. **The State shall assume fiscal responsibility for the tuition of the child pursuant to N.J.S.A. 18A:7B-12.1 and shall pay the tuition to the school district in which the child is currently enrolled until the parent establishes a permanent residence or**



is deemed domiciled in another jurisdiction pursuant to N.J.S.A. 18A:38-1.d, under the following circumstances:

- a. If the **school** district of residence cannot be determined for the a homeless child; or
- b. If the **school** district of residence is outside of the State; or
- c. **If a child resides in a Department of Community Affairs-licensed emergency shelter or transitional living facility due to domestic violence for more than a year combined for the duration of the placement pursuant to N.J.S.A. 18A:7B-12.d. the State will assume fiscal responsibility for the tuition of the child pursuant to N.J.S.A. 18A:7B-12(d). The State will pay the tuition to the school district in which the child is currently enrolled for as long as the child and his or her parent remain homeless.**
 - (1)a. When the State assumes fiscal responsibility for the tuition of a homeless child, the State **shall** will pay to the **school** district in which the child is enrolled the **weighted base per pupil amount calculated appropriate T&E amount**, pursuant to N.J.S.A. 18A:7F-49, and **the appropriate security and special education categorical aids per pupil pursuant to N.J.S.A. 18A:7F-55 and 56 any appropriate additional cost factor for special education**, pursuant to N.J.S.A. 18A:7F-19.

Issued: 23 August 2010
Draft: 6 March 2017



R 5410 PROMOTION AND RETENTION (M)

Criteria for Evaluation of Elementary Level Accelerated Grade Level Promotion

The Fort Lee School District seeks to ensure that students are academically, socially, and emotionally successful in school so that they are best able to learn and develop the skills necessary for achievement in life.

The evaluation of a student for a decision on grade skipping is a comprehensive process taking both quantitative and qualitative measures into account. The matrix below outlines the evaluation and decision making process.

Evaluative Area	Measure	Criteria
Academics	Academic review initiated when acceleration is requested or recommended	
	Report Card Grades	All A grades in current and previous year
	Class Grades	All work complete, test grades in upper A range, 95+
	NWEA MAP Scores	RIT in gifted range for current year in subjects tested
Standardized Testing	Standardized data review initiated when at least two academic criteria meet acceleration criteria	
	NJASK/NJPASS PARCC scores	>274 Mid-range of advanced proficient in subjects tested
	CogAT/In-View scores	>129 SAS score lies just under two standard deviations above the mean
	Brigance Levels STAR Benchmark Assessment	Score at or above the requested grade level for month when tested
CST Evaluation	Formal qualitative interview initiated when at least two standardized test criteria are met	
	Social/Emotional Evaluation	
	Social History	
	Woodcock Johnson IV Test of Achievement III Achievement	
Teacher Input	Included in the final report in the form of recommendations after all criteria are met	
	Quality of Work	Indicates level of ease with both skills and content
	Class Participation	Consistent curiosity beyond target content noted
	Class Behavior	Indicative of maturity & desires increased challenge
	Peer Relationships	Indicative of maturity at or beyond level



Elementary and Middle Schools

1. No **pupil student** may be failed for a marking period unless the parent(s) or legal guardian(s) has been notified, in writing, at least once during the marking period.
2. If by February 1, a **pupil's student's** academic performance indicates that he/she may not meet the required proficiency standards for promotion:
 - a. A conference shall be immediately scheduled by the teacher with the **pupil student** and his/her parent(s) or legal guardian(s);
 - b. Goals for achievement improvement shall be developed;
 - c. The Principal shall be notified.
3. There shall be ongoing evaluation of the **pupil's student's** achievement of those goals to monitor for improvement.
4. If by June 6, the achievement has not improved sufficiently the **pupil student** and his/her parent(s) or legal guardian(s) shall be notified that the **pupil student** will be retained at the discretion of the Principal with the approval of the Superintendent.

High School

Pupils Students are required to earn a minimum of 120 credits to graduate as per policy 5460. **Pupils Students** shall be placed in the grade level that matches the chronological year of their enrollment in high school regardless of credits earned. Grade level placement will be determined as follows:

1. **Students pupils** enrolled in their first year of high school shall be placed in the ninth grade;
2. **Students pupils** enrolled in their second year of high shall be placed in the tenth grade;
3. **Students pupils** enrolled in their third year of high school shall be places in the eleventh grade;



4. ~~Students~~ **pupils** enrolled in their fourth year of high school shall be placed in the twelfth grade;
5. **Students pupils** enrolled in their fifth year of high school or beyond shall be placed in the twelfth grade as a retained student until he/she either completes all requirements set forth by policy 5460 and/or exceeds the legal age limit for enrollment.

All students enrolled in the eleventh grade shall be required to participate in the New Jersey High School Proficiency Assessment or the then equivalent.

1. No credit (full or partial) will be given for a course unless a passing grade of D- or better is achieved.
2. The **pupil student** and his/her parent(s) or legal guardian(s) shall be notified in writing each quarter, if the **pupil student** is not passing a particular subject(s).
3. If by February 1, if a **pupil's student's** academic performance indicates that he/she may not meet the required proficiency standards advancement to the next grade level:
 - a. A conference shall be immediately scheduled by the teacher with the **pupil student** and his/her parent(s) or legal guardian(s).
 - b. Goals for achievement improvement shall be developed.
 - c. The Principal shall be notified.
4. There shall be ongoing evaluation of the **pupil's student's** achievement of those goals to monitor for improvement.
5. If, by June 6, the achievement has not improved sufficiently for the **pupil student** to have an average of thirty credits per completed year, the **pupil student** and his/her parents shall be notified that the **pupil student** will not be advanced to the next grade level.
6. All **pupils students** shall be scheduled in accordance with procedural regulations and with the intent of meeting and/or exceeding the district's graduation requirements.



- a. Upcoming ninth graders, together with parent(s) or legal guardian(s) and the guidance department shall select a program of studies for the next year with directions for all four years of high school.
 - b. This program shall be reviewed and updated at least annually.
 - c. A copy of the scheduled program of studies shall be sent to parent(s) or legal guardian(s) yearly for approval.
7. Transfer ~~pupils~~ **students** shall select a course of study upon enrollment, subject to the same procedural regulations.

Classified ~~pupils~~ **students**

Classified ~~pupils~~ **students** shall progress in accordance with their Individual Education Plan (IEP).

Adopted: 23 August 2010
Revised: 11 April 2011
Revised: 07 November 2011
Draft: 6 March 2017



R 7510 USE OF SCHOOL FACILITIES

A. Classification of Users

Organizations and individuals using school facilities will be classified as Class I, II, or III users as follows:

1. Class I users will be given priority for the use of school facilities over other users and may use school district facilities without payment of a use fee or charge for custodial and service (fuel, water, and electricity) costs. Class I users include the following organizations and individuals:

Fort Lee District affiliated groups
Parent-teacher pupil organizations, employee organization, Board of Education advisory groups, adult education.
Municipal government agencies
Recreation commission, volunteer ambulance corps, civil defense, and appointed groups of the municipal governments
Community youth groups
Boy scouts, girl scouts, church-sponsored youth groups for sports from Fort Lee.

2. Class II users will be given priority for the use of school facilities over Class III users. ~~and may use school district facilities without payment of a use fee but will be charged custodial and service costs.~~ Class II users include the following organizations and individuals:

Non-profit activities whose primary purpose is to serve youth in the Fort Lee area on a community-wide basis, these entities include:

Local civic organizations
Local religious groups
Local political organizations
Local community service organizations

The above groups must have seventy-five percent of its membership who are Fort Lee residents as members in the organization in order to qualify as a local organization.



3. Class III users will be given lowest priority for the use of school facilities and may use school district facilities only on payment of a use fee and charges for custodial and service costs. Class III users include the following organizations and individuals:

This class shall include all other organizations, not included in Class I and II above, when using school facilities.

4. No other organizations or individuals will be permitted to use school facilities.

B. Application Procedures

1. Application must be made in writing and on the form supplied by the school district. The form is available in the office of the Supervisor of Buildings and Grounds and/or the Athletic Director.
2. Application for use of school facilities must be submitted to the Supervisor of Buildings and Grounds and/or the Athletic Director not less than 30 working days before the date of the requested use. A use that requires the approval of the Board must be submitted not less than 30 working days prior to a regular Board meeting and not less than 20 working days before the date of the requested use.
3. The application must be signed by an adult representative of the requesting organization, who will be considered by the Board to be the agent of the organization.
4. The application must include all the facilities that the applicant wishes to use and all the dates and times of the requested use. Approval of any application is limited to the facilities, dates, and times expressly requested on the application. Approval does not include the privilege of additional rehearsal time or the use of rooms or buildings not expressly requested.
5. The application must include all the equipment and supplies that the applicant wishes to include in the use, pursuant to Policy No. 7520, Loan of School Equipment.

C. Approval



1. The Supervisor of Buildings and Grounds and/or the Athletic Director will review each application and check the school calendar to determine whether the facility requested is available at the date and time requested, that is, the facility has not been scheduled
 - a. For use in the instructional or co-curricular program,
 - b. For maintenance, repair, or capital improvement, or
 - c. For use by another organization.
2. If the facility is not available for use, the Supervisor of Buildings and Grounds and/or the Athletic Director will so inform the representative of the organization and may suggest alternative dates, times, or facilities.
3. If the facility is available for use and the applicant meets the standards set by Policy No. 7510 and these regulations, the Supervisor of Buildings and Grounds and/or the Athletic Director will note his/her approval on the application form and will record the classification of the applicant organization and forward the application to the Supervisor of Buildings and Grounds and/or the Athletic Director for final approval or for referral to the Board for requests that may be approved only by the Board.
4. Standards for approval include the following limitations on use:
 - a. School facilities are available for use only on weekdays, including school vacations.

School facilities may be available for use on Saturdays, Sundays, and other public holidays depending on appropriate and adequate custodial coverage.
 - b. School facilities are available for use by mutual agreement of the Board and applicant. Permission may be granted for extended use. School facilities are not available for use during the school day or for any use that may interfere with the school district's educational or co-curricular programs.
 - c. The use of school facilities will generally not be granted for observances or celebrations that are essentially private in nature or



for meetings of small groups that can conveniently convene in private homes.

- d. In accordance with Policy No. 7510, the use of school facilities will not be granted for the advantage of any commercial or profit-making organization or partisan political activity, or any purpose that is prohibited by law.
5. The Supervisor of Buildings and Grounds and/or the Athletic Director will determine the classification (I, II, or III) of the applicant organization and the fees and costs, if any, to be charged for the use of the facility. This information will be provided on the application form.
6. In the event of a conflict between requesting organizations within the same class, the Supervisor of Buildings & Grounds will determine schedule.
7. A copy of each approved or disapproved application will be distributed to the representative who signed the application form.
8. The application form will include the rules governing the use of school facilities, and the representative's signature on the application will signify notice of those rules and the organization's agreement to be bound by those rules.
9. The Board reserves the right to deny an application and to withdraw permission to use school facilities after approval has been granted **and before or** after the use has commenced **for any reason. In addition,** permission may specifically be withdrawn from any organization whose representative has willfully made misrepresentation on the application or whose members violate the rules established for the use of school facilities. Such withdrawal of permission may constitute grounds for denying a future application made by the organization.
10. Permission to use school facilities is not transferable.
11. The organization representative must inform the Supervisor Buildings & Grounds and/or Athletic Director of any canceled use request as soon as he/she is aware of the cancellation. An organization's failure to inform the Supervisor of Buildings & Grounds and/or Athletic Director of a canceled



use at least 7 working days in advance of the scheduled time or as soon as reasonably possible.

12. Permission to use a school facility is automatically withdrawn on a day when the facility is closed for inclement weather, work stoppage, or other emergency.

D. Insurance and Indemnification

1. The representative of an organization granted permission to use a school facility must assume responsibility for the orderly and careful use of the facility and must agree to assume liability for any damage or loss of property caused by the use or in the course of the use.
2. The organization and/or its representative will hold the Board of Education harmless from claims arising out of the permitted use of the school facility or during the user's occupancy. In addition, the user shall agree to save the Board harmless from liability for injury or damage to any person or property of any person who may be attending or participating in the function or activity for which permission has been granted.
3. The user shall furnish evidence of the purchase of liability insurance in the amount of
 - a. \$500,000 per person for bodily injury
 - b. \$1,000,000 per accident or event for bodily injury
 - c. \$50,000 per accident for property damage.
4. Any youth sports team organization that is granted permission to use school facilities must provide the school district proof of an insurance policy against liability for any bodily injury in the amount of not less than \$50,000 per person per occurrence, insuring the youth sports team organization against liability for any bodily injury suffered by a person. The youth sports team organization must also provide a statement of compliance with the school district's Policy and Regulation 2431.4 - Prevention and Treatment of Sports-Related Concussions and Head Injuries, which will be provided to the adult representative of the requesting organization with the application to use school facilities.



For the purpose of this Policy, a “youth sports team organization” means one or more sports teams organized pursuant to a nonprofit or similar charter or which are member teams in a league organized by or affiliated with a county or municipal recreation department.

E. Rules for the Use of School Facilities

1. Users of school facilities will be bound by the law.
 - a. Users must comply strictly with all applicable statutes; municipal ordinances; and rules of the Board of Health, Fire Department, and Police Department regarding public assemblies.
 - b. The use must not exceed the established capacity of the facility used.
 - c. The use must not involve gambling.
 - d. The use, possession, and/or distribution of alcohol and/or controlled dangerous substances are absolutely prohibited, in accordance with law and Policy Nos. 5530 and 7435.
 - e. Smoking is prohibited in accordance with Policy No. 7434.
 - f. School facilities cannot be used for any purpose prohibited by law or likely to result in rioting, disturbance of the peace, damage to property or for the purpose of defaming others.
2. Users of school facilities will respect Board property.
 - a. The user will not damage, destroy, or deface school property. The facility shall be used with care and left in an orderly and neat condition.
 - b. No equipment, decorations, or materials may be nailed to floors, walls, windows, woodwork, curtains or fixtures or affixed to the same in any manner that defaces or damages school property or grounds.



- c. Any equipment, scenery, decorations, or other material brought to the school facility and any debris caused by the use or remaining after the use must be promptly removed by the user. Any such materials left on school premises beyond the time period approved in the application may be removed by the Board at the user's expense. The Board assumes no liability for damage to or loss of materials brought to school facilities.
- d. The user must request in the application and receive permission to use, move, or tune a district piano. A piano may be moved only by school district staff or by a competent and experienced commercial mover approved by the Board and at the expense of the user. Any piano that has been moved must be returned to its original placement with the same care and at the expense of the user.
- e. Users of the gymnasium must ensure that all participants wear rubber-soled footwear to prevent damage to floors.
- f. No school facility may be used for a purpose in conflict with the purpose for which the facility was designed.
- g. Lighting equipment, ventilation systems, and thermostatic controls may be operated only by an employee of the district.
- h. The user must request in the application and receive permission to serve and consume food and/or beverages on school premises. Any liability associated with safety as it pertains to food service or consumption rests with applicant. The service and consumption of food and/or beverages is strictly limited to the area for which permission is granted. If food and/or beverages are served, the user must clean all utensils, equipment, serving dishes, and the like and restore the facility to its proper condition. The user may not consume food or beverages or use supplies purchased with public funds.
- i. No signs, posters, advertisements, or other displays may be placed in a school building without prior approval.
- j. No school keys shall be issued to a user.



- k. No animal shall be allowed on school premises without prior approval.
 - l. An authorized school district staff member shall examine the school facilities and/or grounds after the use and will inform the user of any loss or damage that must be corrected.
 - m. Permission to use school facilities extends only to the facility requested. Users are not entitled to enter health offices, administrative offices, storage closets, or any other room to which permission to use has not been expressly granted. Users are not permitted to use district telephones, word processors, and office equipment.
 - n. No vehicles of any type shall be operated in any area that is not designed for such vehicles without prior permission.
3. Uses Must be Properly Supervised.
- a. A school custodian maybe on duty during the time a use occurs. The custodian is present for the purpose of insuring the security and proper functioning of the facility and of enforcing these regulations. The custodian is paid by the Board and may not accept gratuities from users. If the custodian is needed to perform extra services as an accommodation to the user, the user may be charged an additional fee and the custodian will be compensated accordingly by the district.
 - b. The use of certain school facilities may require the services of school employees trained in the use of the facility. The user will be charged an additional fee and the school employee will be compensated accordingly by the district.
 - c. The user must assume full responsibility for the conduct of all participants in the use while they are in or about school buildings and grounds and must enforce these regulations. The user must provide an adequate number of persons to supervise participants in the activity. The district, depending on the activity, may require as a condition of approval, a certain number of chaperones, law



enforcement officials, and/or a school district representative(s) to be present at the activity.

- d. The user must, in consultation with the Principal, anticipate the need for the assistance of police officers, fire fighters, and/or parking attendants. All such services must be arranged by the user and will be at the expense of the user. When a user refuses or fails to secure police, fire, and/or parking assistance after having been advised to do so by the Principal, the Principal may recommend that permission to use the facility be withdrawn.
- e. Board members and school officials are entitled to full and free access to ~~any part of~~ the school premises ~~during any use during~~ **any event utilizing school district facilities**. No user may exclude a Board member or school official from a school facility for any reason.

F. Fee Schedule

The Supervisor of Buildings and Grounds and/or the Athletic Director shall determine whether or not police are required. Classes II and III lessees are responsible for the payment of applicable custodial overtime, utilities and police fees where applicable.

All classes are responsible for fees associated with custodial overtime and police fees as a result of the use of facilities on a Sunday.

In order to ensure that facilities are left clean and undamaged after use, security deposits may be required prior to use as follows:

- Class I – No Fee
- Class II - \$500.00
- Class III - \$500.00

Security deposits will be used to clean and restore facilities if needed. If not needed, they shall be returned to the lessee.

Athletic field use does not include the use of locker rooms and lavatories found within the school building.



The fee schedule is based on a minimum of five hours of use per rental. The allotment of time includes the one hour of set-up time and one hour of clean up time if need be. The time also includes the pre and post inspection conducted by the custodian assigned to the event and the lessee representative assigned to this task.

The lessee will be charged a prorated hourly rate for any use of the facilities that exceeds the five hour allotment of time as per the agreement. This prorated fee is based on a per hour computation of the fees set forth for each facility component listed.

Custodians

Custodian(s) are required (a) to be in attendance during the hours of indoor rental; (b) to act as the general custodian of school property and equipment; (c) to clean and make the building ready for the next school day, (d) facilitate the operation of the athletic field lighting system at the high school, (e) to conduct the pre and post inspection of the facility being used. Any such damages or related issues observed in the post inspection will be charged to the lessee.

At least one employee of the Board of Education must be on duty whenever the building is in use except as specified in other regulations adopted by this Board of Education.

Time spent by the custodian(s) in cleaning the facilities used by the lessee must be paid for by that lessee.

Custodial fees will not be charged to school-affiliated groups (Class I) when these fees are reasonable and are incurred because of a fund-raising activity the proceeds of which are to benefit pupils. Prior to scheduling these fund-raising activities, plans shall be submitted to the Supervisor of Buildings and Grounds or the Athletic Director for approval.

The number of custodians required for each rental will be determined by the Supervisor of Buildings and Grounds. Volunteer help from the organization renting the facility shall be used to the extent possible.

Police

Police may be required during the hours of rental for traffic control, etc. at the expense of the lessee, and as determined by the Board of Education.

Expenses for police will not be charged to school affiliated groups (Class I) when these fees are incurred because of a fund-raising activity the proceeds of which are to benefit



pupils. Prior to scheduling these fund raising activities, plans shall be submitted to the Supervisor of Buildings and Grounds for approval.

Equipment

Operators for technical equipment, such as the stage lights, sound equipment, etc., may be required by the Board of Education if such equipment is to be used, and paid for by the lessee. An attendant must be present when any cafeteria/kitchen equipment is to be used and paid for by the lessee.

Payment of Fees

Rental fees, including custodial and police charges will be paid in advance. If excess fees are required, they will be billed after the use of the facilities, and are payable within thirty days of the date of billing.

Use of School Facilities – Fee schedule is at the discretion of the District Superintendent.

The use of building facility fees are as follows:

Elementary Schools	Multi-purpose room	\$300
High School	Auditorium	\$2,500
High School	Auditorium Site Manager	\$300
All Schools	Classroom (full day)	\$150
All Schools	Grounds	\$500
All Schools	Cafeteria	\$500
High School Gyms	Main	\$1,000
	Small	\$500
Middle School Gym	Main	\$500

Class II users will be charged a facility fee and shall abide by the following conditions and may be required to pay the following costs:

1. A school custodian must be on duty during the entire time a use occurs. The custodian is present for the purpose of insuring the security and proper functioning of the facility and of enforcing these regulations. The custodian is paid by the Board and may not accept gratuities from users. If the custodian is directed to perform extra services



as an accommodation to the user, the user will be charged an additional fee and the custodian will be compensated accordingly by the district.

2. The use of certain school facilities may (auditorium stage) require the services of school employees trained in the use of the facility. The user will be charged an additional fee and the school employee will be compensated accordingly.

Classes II - III lessees are responsible for payment of custodial overtime and police fees. All classes are responsible for fees associated with custodial overtime and police fees as a result of the use of the facilities on a Sunday.

In order to ensure that facilities are left clean and undamaged after use, security deposits shall be posted prior to use as follows:

- Class II -- \$500.00
- Class III -- \$500.00

Security deposits will be used to clean and restore facilities if needed. If not needed, they shall be returned to the lessee.

Athletic field use does not include the use of locker rooms/lavatories within the school building.

The fee schedule is based on a minimum of five hours of use per rental. The allotment of time includes the one hour of set-up time and one hour of clean-up time if needed. The time also includes the pre and post inspection conducted by the custodian assigned to the event and the lessee representative assigned to this task.

The lessee will be charged a prorated hourly rate for any use of the facilities that exceeds the five hour allotment of time as per the agreement. This prorated fee is based on a per hour computation of the fees set forth for each facility component listed.

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[See POLICY ALERT Nos. 83, 95, 110, 121, 138, 139,
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8330 STUDENT RECORDS

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

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

For purposes of this Policy:

- ~~1. "Adult student" means a student who is at least eighteen years of age, or is attending an institution of postsecondary education, or is an emancipated minor.~~
- ~~2. "Parent" means the natural or adoptive parent, the legal guardian, surrogate parent, or a person acting in place of a parent in accordance with N.J.A.C. 6A:32-2.1. Unless parental rights have been terminated by a court of appropriate jurisdiction, the parent retains all rights under N.J.A.C. 6A:32. "Parent" shall also include, for the purposes of N.J.A.C. 6A:32, the adult student. 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.~~

General Considerations

The Board of Education shall compile and maintain student records and regulate access, disclosure, or communication of information contained in educational records in a manner that assures the security of such records in



accordance with the provisions of N.J.A.C. 6A:32-7.1 et seq. Student records shall contain only such information as is relevant to the education of the student and is objectively based on the personal observations or knowledge of **the** certified school personnel who originate(s) the record. The **school** district shall **provide annual, written notification to** notify parents, ~~and~~ adult students, **and emancipated minors** ~~annually in writing~~ 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.

Nothing in this Policy shall be construed to prohibit certified school personnel, ~~at their discretion,~~ from disclosing student records to non-adult students or to appropriate persons in connection with an emergency, if such knowledge is necessary to protect the health or safety of the student or other persons.

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

Student Information Directory

A student information directory is a publication of a ~~the school district~~ **Board of Education** that includes ~~student~~ information **relating to a student** as defined in N.J.A.C. 6A:32-2.1. **This information includes: name; grade level; date and place of birth; dates of school attendance; major field of study; participation in officially recognized activities; weight and height relating to athletic team membership; degrees; awards; the most recent educational agency attended by the student; and other similar information.** The student information directory shall be used only by authorized school district personnel and for designated official use by judicial, law enforcement, and medical personnel and not for general public consumption. In the event the school district publishes ~~information included in the~~ a student information directory, the Superintendent or designee will **provide a parent or adult student a ten-day period** ~~inform parents or adult students of such publication, and parents or adult students will be afforded a ten-day period to submit a written statement to~~ **submit** to the Superintendent a **written statement** prohibiting the school district from including any ~~or and~~ all types of information about the student in any student information directory before allowing access to such directory to educational, occupational, and military recruiters pursuant to N.J.S.A. 18A:36-19.1 and P.L. 107-110 sec. 9528, Armed Forces Recruiter Access to Students and Student Recruiting Information of the No Child Left Behind Act of 2001.



School Contact Directory for Official Use

A school contact directory for official use is a compilation by the school district that includes the following information for each student: **name; address; telephone number; date of birth; and school enrollment.** The district shall compile and maintain, ~~but need not publish,~~ a school contact directory for official use, ~~that which~~ is separate and distinct from the student information directory. **The student contact directory may be provided** ~~School personnel shall provide information from the school contact directory~~ for official use only to judicial ~~and~~ ; law enforcement **personnel**, and to medical personnel ~~who are~~ currently providing services to the student in question. ~~In order for a parent or adult student~~ **To** exclude any information from the school contact directory for official use the parent, ~~or~~ adult student, **or emancipated minor** shall notify the Superintendent or designee in writing ~~on a form prescribed by the Commissioner of Education.~~

Mandated and Permitted Student Records

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

Permitted student records are **those student** records **not mandated pursuant to N.J.A.C. 6A:32-7.3, but** authorized by the Board ~~to be collected in order~~ to promote the **student's** educational welfare ~~of the student.~~ The Board shall authorize the permitted records to be collected by adopting ~~at a regular public Board meeting a resolution listing such permitted records or~~ **Policy and Regulation 8330**, which will list such permitted records.

Maintenance and Security of Student Records

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

Records for each individual student ~~may~~ shall be **stored electronically or in paper format** ~~maintained in a central file at the school attended by the student.~~ ~~When records are maintained in different locations, a notation in the central file as to where such other records may be found is required.~~ **When student records**



are stored electronically, proper security and back-up procedures shall be administered.

~~Student health records shall be maintained and located in a locked cabinet or room in the school building or complex where the student is assigned. Records kept in electronic form shall be both accessible and secure.~~ Student health records, **whether stored on paper or electronically**, shall be maintained separately from other student records, until such time as graduation or termination, whereupon the health history and immunization record shall be removed from the student's health record and placed in the student's mandated record. Records shall be accessible during the hours in which the school program is in operation.

~~Security blocks will be installed for records stored in any computer system to protect against any security violations of the records stored therein. To guard against the loss of student records, the district shall maintain an updated hard copy and backup versions of student records.~~

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

Access to Student Records

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

The district shall control access to, disclosure of, and communication regarding information contained in student health records to assure access only to **people** ~~those authorized organizations, agencies, and persons under the conditions permitted by Federal and State statute and regulations in accordance with N.J.A.C. 6A:32-7.5.~~

The district [~~will or may~~] **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-52, 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** ~~under~~ rules and regulations regarding students with disabilities, **including N.J.A.C. 6A:14.**

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

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

1. ~~The student who has the written permission of a parent and the parent of a student under the age of eighteen whether or not the child resides with that parent except per N.J.S.A. 9:2-4; the place of residence shall not be disclosed and 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 district because they will graduate secondary school at the end of the term or no longer plan to continue their education.~~
3. ~~The adult student and the student's parent who has the written permission of such 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 have 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:16-1.5.~~
5. ~~Certified educational personnel who have assigned educational responsibility for the student and who are employed by agencies as indicated in N.J.A.C. 6A:32-7.5(c)5 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:16-1.5.~~



6. ~~In order to fulfill its legal responsibility as a Board, the Board has 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 those portions of the record to the extent that is necessary for the entry and recording of data and the conducting of routine clerical tasks. Access shall be limited only to those student files 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, the Commissioner of Education and members of the New Jersey Department of Education staff who have assigned responsibility which necessitates the review of such records.~~
9. ~~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 school districts 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;~~
 - b. ~~Original permitted student records which the Board 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 all student records in writing from the school district of last attendance within two weeks from the date that the student enrolls in the new school district;~~
- e. ~~The Superintendent or designee of the school district of last attendance shall upon request, 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, shall be requested at the time of enrollment in a new school district.~~
- 10. ~~Officials of the United States Department of Education who have assigned responsibilities which necessitate review of such records.~~
- 11. ~~Officers and employees of a State agency who are 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 district shall ask such State agency for its cooperation in sharing the findings of the investigation.~~
- 12. ~~Organizations, agencies, and persons from outside the school if they have the written consent of the parent or adult student, except that these organizations, agencies, and persons shall not transfer student record information to a third party without the written consent of the parent or adult student.~~
- 13. ~~Organizations, agencies, and individuals outside the school, other than those specified in N.J.A.C. 6A:32-7.5(e), upon the presentation of a court order.~~
- 14. ~~Bona fide researchers who explain in writing, in advance to the Superintendent, the nature of the research project and the relevance of the records sought and who satisfy the Superintendent or designee that the records are to 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.~~



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

In complying with **N.J.A.C. 6A:32-7 – Student Records** ~~providing access to student records in accordance with N.J.A.C. 6A:32-7.5,~~ individuals shall adhere to requirements pursuant to N.J.S.A. 47:1A-10, the Open Public Records Act (OPRA) and 34 CFR Part 99, the Family Educational Rights and Privacy Act (FERPA).

Conditions for Access to Student Records

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

- ~~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 their request in writing together with any required authorization to the Superintendent or designee.~~
- ~~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 responsibility for the individual student, an entry shall be made in the student's record of the names 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. Unless otherwise judicially instructed, the district shall, prior to the disclosure of any student records to organizations, agencies, or persons outside the school district pursuant to a court order, give~~



~~the parent or adult student at least three days' notice of the name of the requesting agency and the specific records requested. Such notification shall be provided in writing if practicable. Only those records related to the specific purpose of the court order shall be disclosed.~~

- ~~5. A record may be withheld from a parent of a student under eighteen or from an adult student only when the 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 may 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.~~

Rights of Appeal for Parents and Adult Students

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

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

- ~~1. A parent or adult student shall notify the Superintendent in writing of the specific issues relating to the student's record.~~
- ~~2. Within ten days of notification, the Superintendent or designee shall notify the parent or adult student of the school district's decision.~~
- ~~3. If the school district disagrees with the request, the Superintendent or designee shall meet with the parent or adult student to revise the issues set forth in the appeal.~~
- ~~4. If the matter is not satisfactorily resolved, the parent or adult student may appeal this decision either to the Board of Education or the Commissioner of Education within ten days.~~



5. ~~If appeal is made to the Board of Education, a decision shall be rendered within twenty days. The decision of the Board may be appealed to the Commissioner pursuant to N.J.S.A. 18A:6-9 and N.J.A.C. 6A:4, Appeals.~~
6. ~~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 part of the student's record with copies made available to the parent or adult student.~~

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

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

Retention and Disposal of Student Records

A student'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. The school district shall retain the student health record and the health history and immunization record according to the School District Records Retention Schedule, as determined by the New Jersey State Records Committee.

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



Upon graduation or permanent departure of a student from the school district, the parent or adult student shall be notified in writing that a copy of the entire student's record will be provided to them upon request. Information in student records, other than that described in N.J.A.C. 6A:32-7.8(e) ~~1. 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. Such disposition shall be **in accordance with the provisions of N.J.A.C. 6A:32-7.8(c)2** ~~accomplished only after written parental or adult student notification and written parental or 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 Department of State, Records Committee.~~

- ~~1. In accordance with N.J.A.C. 6A:32-7.8(e), the New Jersey public school district of last enrollment, graduation, or permanent departure of the student from the school district shall keep for 100 years a mandated record of a student's name, date of birth, name of parents, gender, citizenship, address, telephone number, health history and immunization, standardized assessment and test answer sheet (protocol), grades, attendance, classes attended, grade level completed, year completed, and years of attendance.~~

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

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

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

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[See POLICY ALERT Nos. 83, 95, 110, 121, 138, 139, 144,
147, 163, 171, 175 and 210]

R 8330 STUDENT 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 ~~the~~ student record.
2. “Adult student” means a **person student** 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 ~~those~~ student records that school districts ~~have been directed to~~ compile **pursuant to** by State statute, regulation, or authorized administrative directive.
4. “Parent” means the natural or adoptive parent, ~~the~~ legal guardian, surrogate **appointed according to N.J.A.C. 6A:14-2.2** ~~parent~~, 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**) ~~in accordance with N.J.A.C. 6A:32-2.1.~~ Unless parental rights have been terminated by a court of appropriate jurisdiction, the parent retains all rights under N.J.A.C. 6A:32. ~~“Parent” shall also include, for the purposes of N.J.A.C. 6A:32, the adult student.~~ **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 ~~in order~~ to promote the educational welfare of ~~the~~ students.



6. “Student record” means information related to an individual student gathered within or outside the school ~~district system~~ and maintained within the school ~~district system~~ regardless of the physical form in which it is maintained. **Essential in this definition is the idea that a**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. “Parent surrogate(s)” means an individual or individuals approved by the Board in accordance with N.J.A.C. 6A:14-2.2 to act on behalf of a student whose parent(s) is not available to assure the student’s educational rights.~~
78. “Student information directory” means a publication of the ~~district~~ **Board of Education that** which includes the following 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 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.**
- ~~21.~~ 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.



32. The **school** district shall **provide annual, written notification to** ~~notify~~ parents, ~~and~~ adult students, **and emancipated minors** ~~annually in writing~~ 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.
43. 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** ~~in~~ their discretion; ~~from disclosing~~ 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.
54. The parent or adult student, ~~including an emancipated minor,~~ 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.
65. 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 information shall be disposed of and not be recorded elsewhere. No record of any such deletion shall be made.
76. 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.** ~~Department of Education rules.~~



87. 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's records in the dominant language of the parents or adult student.
98. 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** ~~district~~ shall compile and maintain, ~~but need not publish,~~ a school contact directory for official use, ~~which 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 ~~who are~~ currently providing services to the student in question.
 - b. Upon request from a court, other judicial agency, law enforcement agency, or medical service provider ~~who is~~ currently providing services to the student in question, school personnel shall promptly verify the enrollment of a student and provide the requester with all ~~the~~ information about that student that is contained in the school contact directory for official use.
2. ~~To In order for a parent or adult student to~~ exclude any information from the school contact directory for official use, the parent, ~~or~~ adult student, **or emancipated minor** shall notify the Superintendent or designee in writing ~~on a form prescribed by the Commissioner of Education.~~
 - a. ~~The form shall explain the purpose of the school contact directory for official use is to allow judicial, law enforcement, and medical personnel to contact the parent~~



~~when necessary, and that the school contact directory for official use is only accessible by school, judicial, law enforcement, and medical personnel who are currently providing services to the student in question.~~

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

1. Mandated student records shall include the following:

- a. The student's name, address, telephone number, date of birth, name of parent(s), gender, ~~citizenship~~, standardized assessment **results** and ~~test answer sheets (protocol)~~, grades, attendance, classes attended, grade level completed, ~~and 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 ~~the State Board of Education~~.

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 may~~ not be 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, ~~or~~ 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;
- 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, ~~or~~ 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.
2. Records for each individual student ~~may shall~~ be **stored either electronically or in paper format. When student records are stored electronically, proper security and backup procedures shall be administered** ~~maintained in a central file at the school attended by the student. When records are maintained in different locations, a notation in the central file as to where other such records may be found is required.~~
3. Student health records, **whether stored on paper or electronically**, shall be maintained and located ~~in a locked cabinet or room in the school building or complex which the student is assigned. Records kept in electronic form shall be both accessible and secure. Student health records 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.



- ~~4. Security blocks will be installed for records stored in computerized systems to protect against security violations of the records stored therein. To guard against the loss of student records, the district shall maintain an updated hard copy and backup versions of student records.~~
 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** 23, whichever is longer, and shall be disposed of in accordance with N.J.S.A. 47:3-15 et seq.
 6. Any district ~~internet~~ 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.**
 - ~~21.~~ The **school** district shall control access to, disclosure of, and communication regarding information contained in student health records to assure access only to **people** ~~those persons under the conditions~~ permitted by Federal and State statute and regulations **or stated in N.J.A.C. 6A:32-7.5(e) and section G. below.**
 32. The **school** district [~~will or may~~] **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-52, 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** ~~under~~ rules and regulations regarding students with disabilities, **including N.J.A.C. 6A:14.**



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

G. Authorized Organizations, Agencies, and Persons with Access to Student Records (**N.J.A.C. 6A: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 ~~or not~~ the child resides with ~~the that~~ 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 The~~ adult student and ~~the student's~~ parent who has the written permission of **an adult** ~~such~~ 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** ~~have~~ 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-~~2.41.5~~;



5. Certified educational personnel who have assigned educational responsibility for the student and who are employed by agencies listed below 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-~~1-5~~**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** ~~In order to fulfill~~ its legal responsibility ~~as a Board~~, the Board of Education shall have ~~has~~ 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 ~~those~~ portions of the record to the extent ~~that is~~ necessary for the entry and recording of data and the conducting of routine clerical tasks. Access shall be limited only to ~~those~~ 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 ~~members of the~~ New Jersey Department of Education staff **members** who **are** ~~have~~ assigned responsibility ~~that which~~ 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 ~~districts~~ 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;
 - b. Original **mandated** ~~permitted~~ student records **that** ~~which~~ **the 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 ~~all student records~~ 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,** ~~t~~The Superintendent or designee of the school district of last attendance shall ~~upon request,~~ 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 ~~who have~~ assigned responsibilities **that** ~~which~~ necessitate review of such records;;



12. Officers and employees of a State agency ~~who are~~ 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** ~~district~~ shall ask ~~the such~~ State agency for its cooperation in sharing the findings of ~~an the~~ 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);**
1413. Organizations, agencies, and persons from outside the school if they have the written consent of the parent or adult student, ~~except that these.~~ Organizations, agencies, and persons shall not transfer student record information to a third party without the written consent of the parent or adult student;
1514. Organizations, agencies, and individuals outside the school, other than those specified in N.J.A.C. 6A:32-7.5(e), upon the presentation of a court order;
1615. Bona fide researchers who explain ~~in writing, in advance~~ to the Superintendent, the nature of the research project and the relevance of the records sought. **Researchers shall also** ~~and who~~ satisfy the Superintendent or designee that the records **will** ~~are to~~ 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** ~~with access to student records~~ 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 their~~ request in writing together with any required authorization, ~~to the Superintendent or designee.~~
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 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. ~~Unless otherwise judicially instructed, the district shall,~~ **P**prior to the disclosure of any 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 ~~those~~ 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 ~~of a student under eighteen~~ 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** ~~may~~ 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's 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:32-7.7.
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:
 - a. A parent or adult student shall notify **in writing** the Superintendent ~~in writing~~ of the specific issues relating to the student's 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** ~~revise~~ 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** ~~may~~ appeal this decision ~~either~~ to the Board of Education ~~or the Commissioner of Education within ten days.~~
 - e. If **an** appeal is made to the Board of Education, a decision shall be rendered within **twenty** ~~20~~ **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:43, **Controversies and Disputes Appeals.**
 - 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 ~~the~~ **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 ~~in the student's record~~ commenting upon the information in the student's record or setting forth any reasons for disagreement with the decision **made in the appeal** ~~of the agency.~~
 - a. Such statements shall be maintained as part of the student's 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.
- 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's 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 56**, 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. ~~T~~he parent or adult student shall be notified in writing that a copy of the entire student's record will be provided to them upon request.
4.
 - b. Information in student records, other than ~~that the records that must be maintained for one hundred years as described in N.J.A.C. 6A:32-7.8(e) and 56~~, 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.
 - ca. 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.

45. No additions shall be made to the record after graduation or permanent departure without the prior written consent of the parent or adult student.
56. 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, ~~citizenship, address, telephone number,~~ health history and immunization, standardized assessment **results and test answer sheet (protocol)**, grades, attendance, classes attended, grade level completed, year completed, and years of attendance.

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