

**WORKSHOP AGENDA  
MAY 1, 2024**

**I. Salute to the Flag**

**II. Presiding Officer's Meeting Notice Statement**

"I hereby call to order the Public Work Session Meeting of the Teaneck Board of Education, held on Wednesday, May 1, 2024, in person at Teaneck High School located at 100 Elizabeth Avenue, Teaneck, NJ 07666, at 8:00 PM. Adequate notice of this meeting has been sent to the Record and The Star Ledger, filed with the Municipal Clerk and posted on the school district website at [www.teaneckschools.org](http://www.teaneckschools.org), on April 19, 2024."

**III. Roll Call**

<b><i>Board Member</i></b>	<b><i>Present</i></b>	<b><i>Absent</i></b>
Ms. Fisher (Victoria)		
Dr. Gruber (David)		
Mr. Ha (Edward)		
Dr. Kirshenbaum (Gerald)		
Dr. Klein (Dennis)		
Mrs. Reyes (Kassandra) - Vice President		
Mr. Rodriguez (Jonathan)		
Mrs. Williams (Clara) - President		
Mr. Wolff (James)		

**IV. Reaffirmation of District Goals**

**V. Superintendent's Report**

**VI. Public Budget Hearing**

**VII. Public Comment I (Agenda and Non-Agenda Items)**

**VIII. Agenda Items**

**IX. New and Old Business**

**X. Public Comment II (Agenda and Non-Agenda Items)**

**XI. Executive Session**

**XII. Adjournment**

## **Teaneck Public Schools**

**Mission: The Teaneck Public School District educates and empowers students by providing a high-quality, rigorous educational experience which prepares students for success within a diverse, global society.**

**Vision: The Teaneck Advantage: Educational Excellence for All**

### **Board Goals**

**GOAL 1: Teachers and administrators in the Teaneck Public Schools will further elevate academic programs by creating varied learning pathways and by improving student supports.**

**GOAL 2: The Teaneck Public Schools will continue to improve facilities and technology in support of 21st Century learning opportunities.**

**GOAL 3: The Teaneck Public Schools will execute effective communications and solidify quality relationships with educational partners within and throughout the community.**

**GOAL 4: The Teaneck Public Schools will create equitable and inclusive learning opportunities for all students.**

**GOAL 5: The Teaneck Public Schools will ensure operational excellence in hiring, developing and retaining staff.**

1. **THEREFORE BE IT RESOLVED**, that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the **FIRST READING** of the following Board Policies. See page 23.

<b>Bylaw/Policy/Reg. No.</b>	<b>Topic</b>
Policy 0164	Conduct of Board Meeting - Revised
Policy 1140	Educational Equity Policies – Revised - <b>M</b>
Policy 1523	Comprehensive Equity Plan – Revised - <b>M</b>
Policy 1530	Equal Employment Opportunities – Revised - <b>M</b>
Regulation 1530	Equal Employment Opportunities Complaint Procedure – Revised - <b>M</b>
Policy 1550	Equal Employment/Anti-Discrimination Practices – Revised - <b>M</b>
Regulation 2200	Curriculum Content – Revised - <b>M</b>
Policy 2260	Equity in School and Classroom Practices – Revised – <b>M</b>
Regulation 2260	Equity in School and Classroom Practices Complaint Procedure – Revised – <b>M</b>
Policy 2411	Guidance Counseling – Revised – <b>M</b>
Policy 2423	Bilingual Education – Revised – <b>M</b>
Regulation 2423	Bilingual Education – Revised – <b>M</b>
Policy 2431.4	Prevention and Treatment of Sports-Related Head Injuries – Revised – <b>M</b>
Regulation 2431.4	Prevention and Treatment of Sports-Related Head Injuries – Revised – <b>M</b>
Policy 3211	Code of Ethics – Revised
Policy 5520	Demonstrations – Revised
Regulation 5440	Honoring Student Achievement – Revised
Policy 5570	Sportsmanship – Revised
Policy 5750	Equitable Educational Opportunity – <b>M</b>
Policy 5841	Secret Societies – Revised
Policy 5842	Equal Access of Student Organizations – Revised

Policy 7510	Use of School Facilities – Revised
Regulation 7510	Use of School Facilities – Revised
Policy 7610	Vandalism – Revised
Regulation 7610	Vandalism – Revised
Policy 9323	Notification of Juvenile Offender Case Disposition – Revised

EXPLANATION: Agenda item submitted by Dr. Spencer

2. **WHEREAS** Policy Guide 5755 - Equity in Educational Programs and Services is addressed elsewhere in Strauss Esmay Policies and Regulations. Policy Guides 1523 and 2260 address all of the requirements outlined in Policy Guide 5755 and address the district as a whole, which includes students, eliminating the need for Policy Guide 5755 because the information within the policy is redundant.

**THEREFORE BE IT RESOLVED**, that the Teaneck Board of Education, upon the recommendation of the Superintendent, abolishes Policy 5755.

1. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education approves the minutes from the following meetings:

1. April 3, 2024 - Workshop Public Meeting
2. April 3, 2024 - Executive Session
3. April 17, 2024 - Regular Public Meeting
4. April 17, 2024 - Executive Session

EXPLANATION: Agenda item submitted by Ms. Taylor

2. **WHEREAS**, the Superintendent of schools recommends, and the Teaneck Board of Education approves, an annual district calendar for the school year; and

**WHEREAS**, the District must meet the State of New Jersey's minimum 180 school day requirement; and

**WHEREAS**, a consolidated calendar for 10-month and 12-month employees needs to denote all holidays including "15 holidays" for 12-month employees;

**THEREFORE BE IT RESOLVED** that the Teaneck Board of Education approve the attached District Calendar for the 2024-2025 school year. See page 133.

EXPLANATION: Agenda item submitted by Dr. Spencer

1. **WHEREAS**, Brian Uhfelder, Manager of NVE Bank, Palisade Avenue branch, will present a finance assembly to Lowell Elementary school's second grade class entitled "Teach Children to Save" in an effort to help young people develop a savings habit early in life;

**THEREFORE BE IT RESOLVED** that the Teaneck Board of Education upon the recommendation of the Superintendent, approves the complimentary presentation scheduled for Friday, May 17, 2024.

EXPLANATION: Agenda item submitted by Dr. Scott

1. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the payment of the claims for the month of: April 1, 2024 through April 30, 2024.

General	\$11,171,508.43
Capital Outlay	\$ 218,533.68
Special Revenue	\$ 997,616.35
Debt Service	\$ 0
Comm. Ed.	\$ 54,707.76
Food Service	\$ 202,650.41
<b>Total Payments</b>	<b>\$ 12,645,016.63</b>

EXPLANATION: Agenda item submitted by Ms. Taylor

2. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the attendance of staff members at the **Professional Development and Conferences** listed on the attached summary costing **\$3,471.64** (District Funded \$2,844.16; Title II \$627.48). See page 134.

EXPLANATION: Agenda item submitted by Dr. Scott

3. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves **Student Field Trips** listed on the attached listed summary totaling **\$23,346** (District Funded \$750; Parent Funded: \$7,644; PASS Grant fund: \$0; PTO: \$11,057; Student Activity Funded: \$3,875. See page 139.

EXPLANATION: Agenda item submitted by Dr. Scott

4. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the attached list of **Student Fundraising Activities**. See page 143.

EXPLANATION: Agenda item submitted by Dr. Scott

5. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves out-of-district tuition contracts for students requiring Special Education out-of-district placements in accordance with their respective Individualized Educational Plans (IEPs) for the 2023-2024 school year totaling \$64,800. See page 144.

EXPLANATION: Agenda item submitted by Dr. Scott

6. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves contracts with clinicians and agencies to provide related services and independent evaluations for the 2023-2024 school year. See page 145.

EXPLANATION: Agenda item submitted by Dr. Scott

7. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the inclusion in the Final 2024-2025 District Budget of the use of Unassigned Fund Balance in the amount of \$4,357,748 and the use of Maintenance Reserves in the amount of \$1,079,056; and

**FURTHER BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the Final 2024-2025 School District Budget in accordance with NJSA18A:7F-6 as follows:

	<b><u>Budget</u></b>	<b><u>Tax Levy</u></b>
Current General Expense	\$118,961,056	\$102,348,757
Special Revenue	\$ 9,055,579	\$ 0
Debt Service	\$ 647,950	\$ 647,948
<b>TOTAL APPROPRIATIONS</b>	<b>\$128,664,585</b>	<b>\$102,996,705</b>

EXPLANATION: Agenda Item Submitted by Ms. Taylor

8. **Therefore Be It Resolved**, that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the inclusion in the Final 2024-2025 District Budget of a withdrawal from Capital Reserves in the amount of \$912,300 for:

<b><u>Project Description</u></b>	<b><u>School</u></b>	<b><u>Cost</u></b>
Conversion of the School Cafeteria into two Preschool Classrooms while Maintaining the Kitchen Space	William Cullen Bryant School	\$138,300
Re-coating the Parapet along with Other Roof Repairs to Shore Up the Roofing Structure	James Russell Lowell Elementary School	\$100,000
Abating the Contaminated Utility Tunnels and Re-insulating Piping to Regain Access to the Tunnels for Repair and Monitoring of Utility Lines	Teaneck High School	\$394,000
Repaving School Parking Lots to Continue to Provide Quality Parking Areas for Students, Staff, and Families	Teaneck High School James Russell Lowell Elementary School	\$165,000 \$115,000

EXPLANATION: Agenda item submitted by Ms. Taylor



9. **WHEREAS**, in accordance with N.J.A.C. 6A:23A-7.3(a), which provides that the Teaneck Board of Education shall establish in the annual school budget a maximum expenditure amount that may be allotted for travel and expense reimbursement for the 2024-2025 school year, and;

**WHEREAS**, maximum expenditure amount allotted for travel and expense reimbursement for the 2023-2024 was \$70,800 and;

**WHEREAS**, the travel and expense reimbursement has a reached a total amount of \$46,601 as of March 1, 2024, and;

**THEREFORE BE IT RESOLVED**, that the Teaneck Board of Education, in the County of Bergen, State of New Jersey hereby establishes the school district travel maximum for the 2024-2025 school year at \$70,800 and;

**NOW THEREFORE BE IT FURTHER RESOLVED** that the School Business Administrator shall track and record these costs to ensure that the maximum is not exceeded.

EXPLANATION: Agenda Item Submitted by Ms. Taylor

10. **THEREFORE BE IT RESOLVED**, that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the attached Special Education Medicaid Initiative (SEMI) Corrective Action Plan for the 2022-2023 school year for submission to the Executive County Superintendent at the Bergen County Department of Education. See page 146.

EXPLANATION: Agenda item submitted by Dr. Scott

11. **WHEREAS**, the State's estimated Medicaid Eligible Special Education student count (298), is higher than the actual October 2023 Medicaid Eligible Special Education student count (141) and;

**WHEREAS**, the State's projected 2024-2025 Special Education Medicaid Initiative (SEMI) Reimbursement Revenue based on its estimated student count is \$109,061.

**THEREFORE BE IT RESOLVED**, that the Teaneck Board of Education, in the County of Bergen, State of New Jersey approves Teaneck Special Services, requesting County approval for a SEMI Alternate Revenue Projection of \$51,603 based on the district's actual October 2023 Medicaid Eligible Special Education student population for the 2024-2025 budget.

EXPLANATION: Agenda item submitted by Dr. Scott

12. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the following Project Change Order. See page 147.

**PROJECT NO.:** GC-02

**ARCHITECT:** Di Cara Rubino

**PROJECT:** Fire Alarm upgrade at Teaneck High School

**CONTRACTOR:** Sal Electric Company, Inc.

**DATE:** 4/25/2024

<u>CONTRACTOR</u>	<u>DESCRIPTION</u>	<u>ORIGINAL CONTRACT AMOUNT</u>	<u>ADJUSTED CONTRACT AMOUNT</u>	<u>CREDIT AMOUNT</u>
Sal Electric Company, Inc.	Credit of Unused Allowance to Closeout Balance	\$965,425	\$950,071	(\$15,354)
	<b>TOTAL</b>	\$965,425	\$950,071	(\$15,354)

EXPLANATION: Agenda item submitted by Mr. D'Angelo

13. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the following Project Change Order. See page 148.

**PROJECT NO.:** GC-01

**ARCHITECT:** Di Cara Rubino

**PROJECT:** Cafeteria HVAC upgrade at Lowell School

**CONTRACTOR:** T.M. Brennan Services Inc.

**DATE:** 4/25/2024

<u>CONTRACTOR</u>	<u>DESCRIPTION</u>	<u>ORIGINAL CONTRACT AMOUNT</u>	<u>ADJUSTED CONTRACT AMOUNT</u>	<u>CREDIT AMOUNT</u>
T.M. Brennan Services Inc.	Credit of Unused Allowance to Closeout Balance	\$376,000	\$326,000	(\$50,000)
	<b>TOTAL</b>	\$376,000	\$326,000	(\$50,000)

EXPLANATION: Agenda item submitted by Mr. D'Angelo

14. **WHEREAS**, vendors and staff for various reasons present to the bank checks issued to them from the Teaneck Board of Education for the receipt of supplies, equipment, and services rendered;

**WHEREAS**, as these checks are deemed void within 90 days of not being presented to a banking institution;

**BE IT RESOLVED**, by the recommendation of the Treasurer of School Monies that these checks be canceled and returned to the district as miscellaneous revenue and used in the future if they are represented at a later date by the claimant in the total amount of \$\_\_\_\_\_ on the Teaneck Board of Education Payroll (\$647.00); Warrant Accounts (\$18,604.74) and Agency (\$\_\_\_\_\_) as per the attached on pages .

EXPLANATION: Agenda item submitted by Ms. Taylor

15. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the Stipulation of Settlement for continued placement at Somerset Academy, Bridgewater, NJ, for student ID#6672581684 commencing with the extended school year beginning on July 1, 2024 through the last day of the 2024-2025 school year, no later than June 30, 2025 at an annual amount of \$85,264. for tuition and ESY, transportation cost to be determined; in full and final satisfaction of any and all claims for a free, appropriate public education.

EXPLANATION: Agenda item submitted by Dr. Scott

16. **THEREFORE BE IT RESOLVED**, that the Teaneck Board of Education upon the recommendation of the Superintendent, approves the contract with Bergen Day Early Childhood Learning Center for 2024-2025 school year to provide two (2) classrooms totaling 30 students, at \$17,616 per pupil amount for a total of \$528,480 as per our approved State Preschool Expansion Aid (PEA) One Year Plan. See contract and letter of intent attached from provider on page 149.

EXPLANATION: Agenda item submitted by Ms. Taylor

17. **THEREFORE BE IT RESOLVED**, that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the **renewal of the Food Service Management contract with Maschio’s Food Services Inc., the Food Service Management Company (“FSMC”)**, for the 2024-2025 school year projected total cost to be \$1,772,450, as found on the Response and Projected Operating Statement (Form 23); and

**BE IT FURTHER RESOLVED**, that the FSMC shall receive, in addition to the costs of operation, an administrative/management fee of \$0.1477 per reimbursable meal and meal equivalent to compensate the Food Service Management Company (FSMC) for administrative and management costs with fees being billed monthly as a cost of operation; and

**BE IT FURTHER RESOLVED**, that the total number of meals are calculated by adding reimbursable meal pattern meals served to meal equivalents with the number of reimbursable meals served to the children determined by actual count; and

**BE IT FURTHER RESOLVED**, that cash receipts, other than from sales of reimbursable program meals served to the children, shall be divided by the meal equivalent rate, \$4.095 to arrive at an equivalent meal count; and

**BE IT FURTHER RESOLVED**, that the administrative/management fees are calculated by multiplying \$0.1477 by the total number of meals.

**BE IT FURTHER RESOLVED**, that the FSMC guarantees the return to the District from the Food Service Program for the school year will be \$100,000.

EXPLANATION: Agenda item submitted by Ms. Taylor

18. **WHEREAS**, the Teaneck Board of Education and the Company ESS Northeast, LLC entered into an Agreement whereby Company ESS Northeast, LLC is to provide substitute staffing to fill positions at the request of the District for a period ending June 30, 2024;

**WHEREAS**, the Teaneck Board of Education and the Company ESS Northeast, LLC are desirous of extending the term of the Agreement through June 30, 2025 with the provisions set forth below;

**NOW THEREFORE BE IT RESOLVED** the agreed between the parties, are as follows:

1. The Term of the Agreement, as reflected in Paragraph 7, is hereby extended from July 1, 2024 through June 30, 2025;
2. Effective July 1, 2024, Addendum “A” to the Agreement, Pricing, is amended as per the attached revised Addendum “A”;
3. This Agreement will automatically renew for additional one (1) year periods unless either party provides written notice of termination at least ninety days prior to the end of the fiscal school year.
4. Except as specifically and explicitly set forth herein, all other terms of the Agreement shall remain in full force and effect.

**NOW THEREFORE BE IT FURTHER RESOLVED** the Teaneck Board of Education upon the recommendation of the Superintendent approves the addendum with ESS Northeast, LLC for the 2024-2025 school year.

EXPLANATION: Agenda item submitted by Mr. Apollon

19. **THEREFORE BE IT RESOLVED**, that the Teaneck Board of Education, upon the recommendation of the Superintendent, accepts the following donations:

Item	Estimated Value	Donor	On Behalf Of
Donation	\$1000 Four (4) scholarships in the amount of \$250.	Debra Benitez - Maria Ayala Scholarships for Excellence in the Performing Arts	Four (4) graduating eighth graders at Thomas Jefferson Middle School to be given to Latinx students in the performing arts.

EXPLANATION: Agenda item submitted by: Dr. Scott

20. **WHEREAS**, the Board hereby authorizes the amendment to Title I-A to correct the ranking method and have each school's allocation in place as originally submitted as of June 30, 2023.

**THEREFORE BE IT RESOLVED** that the Teaneck Board of Education upon the recommendation of the Superintendent, approves the amendment to the Title I-A Grant that was submitted as of June 30, 2023.

EXPLANATION: Agenda item submitted by Ms. Taylor

21. **THEREFORE BE IT RESOLVED**, that the Teaneck Board of Education upon the recommendation of the Superintendent approves the training provided by Devorah Reich to the teachers at Yeshivat He'Atid High school for two sessions, first session on Monday, May 20, 2024 and Monday, June 3, 2024 in the amount not to exceed \$3,600. Judith Hochman's Writing Revolution curriculum is an evidence based approach aiming to improve writing skills among the students. Funded from Title II non-public allocation #20-270-200-320-92-613-000.

EXPLANATION: Agenda item submitted by Ms. Taylor

22. **WHEREAS**, the Board authorizes the 2024 Board Trustees and the Central Office Administrators Cabinet Team members to attend the three (3) days annual New Jersey School Boards Association Workshop to be held Monday, October 21 - Thursday, Oct. 24, 2024 and receive reimbursement in accordance with the Board Policy #6471 (School District Travel), and N.J.A.C. 6A:23A-7 et esq.

**THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the attendance of the Board Trustees and the Cabinet Team members at the Annual New Jersey School Board Association workshop in October 21-24, 2024.

EXPLANATION: Agenda item submitted by Ms. Taylor

23. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves VOT/HR Solutions, LLC to provide Human Resources advisory services for the period of April 22, 2024 through June 14, 2024 for 10 hours per week at the rate of \$175.00 per hour.

EXPLANATION: Agenda item submitted by Dr. Spencer

24. **THEREFORE BE IT RESOLVED**, that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the two projects with D&L Paving Contractors, Inc. Coop Bid#10980 Macadam Repaving Service and Repair - Package #24A. Proposal attached. See page 181.

<b><u>Project Description</u></b>	<b><u>School</u></b>	<b><u>Cost</u></b>
Repaving School Parking Lots to Continue to Provide Quality Parking Areas for Students, Staff, and Families	Teaneck High School	\$139,900
	James Russell Lowell Elementary School	\$98,144
	<b>TOTAL</b>	<b>\$238,044</b>

EXPLANATION: Agenda item submitted by Mr. D'Angelo

25. **THEREFORE BE IT RESOLVED**, that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the Chimney and Coping Repairs at Lowell Elementary school. This project will be completed by Murray Paving and Concrete LLC. ESCNJ State approved Coop #65MCESSCPS JOC. Contract# 20/21-03. The funding of this project has been received from the NJSDA and NJDOE in the amount of \$90,422. The actual amount of this project will be \$89,219.63. The balance of this funding of \$1,202.37 will be used as a contingency for unforeseen conditions. See page 183.

EXPLANATION: Agenda item submitted by Mr. D'Angelo

26. **THEREFORE BE IT RESOLVED**, that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the attached proposal from Environmental Design, Inc. for the Professional Services for ASCM Services & Project Monitoring for the Asbestos Abatement of the Pipe Tunnels at the High School. Bergen County Contract #CK04: Open Ended / RFP-21-013. Total amount of the proposal is \$77,591. See page 191.

EXPLANATION: Agenda item submitted by Mr. D'Angelo

1. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, with regret, approves the retirements of the following staff members:

<b>Name</b>	<b>Position / Location</b>	<b>Years of Service</b>	<b>Effective Date</b>
Milton Dobson	Custodian/ Operations & Maintenance	31	09/01/2024
Melvin Jefferson	Grounds Crew/ Operations & Maintenance	22	10/01/2024
Ince Henson	HVAC Mechanic /Operations & Maintenance	17	09/01/2024
Marion Soohoo	Secretary/ Operations & Maintenance	25	07/01/2024
Kim Dockery	Secretary/ Teaneck High School	27	08/01/2024
Antoine Green	Principal / Lowell	34	08/01/2024
Lucila Ramirez-Cruz	Teacher/ THS	10	07/01/2024

EXPLANATION: Agenda item submitted by Mr. Apollon.

2. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, with regret, approves the resignations of the following staff members:

Name	Position / Location	Years of Service	Effective Date
Anne Marie O'Hara	Special Education Teacher / Hawthorne	16	06/15/2024
Maura Tuite	Director of Special Education/Special Services Department	17	06/15/2024
Nicholas DeBlasio	Assistant Principal/ TJMS	2	06/30/2024

EXPLANATION: Agenda item submitted by Mr. Apollon.

3. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves sick and or vacation day payouts for the employees listed below:

Name	Position	Years of Service	Sick Days	Vacation Days	Value/ Day	Total Payment
Justin O'Neill	Assistant Principal (THS)	3 years	0	22.3	\$629.87	\$13,931.90
Elizabeth Robbins	Teacher (Math/TJMS)	12 years	132.5	0	\$59.00	\$7,817.50
Thomas Papaleo	Teacher (Grade 5 / TJMS)	23 years	123	0	\$100.00	\$12,300.00
					\$11,140.00	



Boswell Findlay	Operations / Maintenance Custodian	25 years	219 x\$40.00	30	(total sick) \$8,512.58 (total vacation)	\$19,652.58
Amy Nathanson	Special Education Teacher	12 years	10	0	\$59.00	\$590.00
Leslie King*	Principal / Lacey	18	N/A	5	\$649.68	\$3,248.42

\*Vacation days redeemed in accordance with the TAAS Contract Agreement

EXPLANATION: Agenda item submitted by Mr. Apollon

4. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves Alisha Montoya to complete a 100-hour LDTC Internship with Diana Salib, Mentor, during Extended School Year 2024.

EXPLANATION: Agenda item submitted by Mr. Apollon.

5. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the following certificated staff to be remunerated at the stipend amounts listed below, participating in the Hawthorne Elementary Title I Summer Math and ELA Program. The program will be funded with 24/25 Title I monies (Account #: 20-231-100-101-00-110-000).

<b>Name</b>	<b>Position</b>	<b>Pay per Hour</b>	<b>Hours (not to exceed)</b>	<b>Stipend (not to exceed)</b>
Jennifer Cortez	Instructor	\$50.00	52	\$2,600.00
Jaqwaysia Edge	Instructor	\$50.00	52	\$2,600.00
Maria Garcia-Iglesias	Instructor	\$50.00	52	\$2,600.00
Victor Hernandez	Instructor	\$50.00	52	\$2,600.00
Kara Lindner	Instructor	\$50.00	52	\$2,600.00
Zara Matragas	Instructor	\$50.00	52	\$2,600.00
Allison Norris	Instructor	\$50.00	52	\$2,600.00
			<b>Total Stipend Amount:</b>	<b>\$18,200.00</b>

EXPLANATION: Agenda item submitted by Mr. Apollon.

6. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the attached list of staff members and stipends as Extended School Year Program Lead Teachers, at the rate of \$50.00 per hour, effective April 1, 2024, through August 5, 2024, 60 hours working without students and 120 hours working with students, not to exceed \$9,000.00. See attachment on page 197.

EXPLANATION: Agenda item submitted by Mr. Apollon.

7. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, amend the following staff salaries listed and coded under the Preschool Expansion Aid (PEA) for the 2023 2024 school year (Account Code:20 -218- 100- 101- 00 -000- 000):

Name	Location	Title	Salary
*Jenna Banker	Bryant	Teacher	\$68,800.00
*Deborah Shenkin	Bryant	Teacher	\$68,800.00

\*Revised Salary

EXPLANATION: Agenda item submitted by Mr. Apollon.

8. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education upon the recommendation of the Superintendent, approves the following staff member to participate and teach the Family Math Night: Summer Survival, at Hawthorne Elementary School on April 25th, 2024 from 6:15 PM to 8:45 PM. A total of three hours per staff member (to include planning and instruction) will be paid at a rate of \$50.00 per hour. Title I Funds will be used to support this initiative (Account #: 2023110010100 110000).

Name	Position	Stipend (not to exceed)
Christina Aviles	Teacher	\$150.00

EXPLANATION: Agenda item submitted by Mr. Apollon.

9. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves Alexandra Bial Winkelstein, under the School Climate Transformation Grant for a school beautification project at Whittier Elementary School to paint a mural outside the Music Room (Room 225), at a stipend amount of \$50.00 per hour, not to exceed \$1375.00. Project stipend will be funded by the School Climate Transformation Grant Work (Account # 20-427-200-100-00-000-000).

EXPLANATION: Agenda item submitted by Mr. Apollon

10. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education upon the recommendation of the Superintendent, approves Marc Calello, under the School Climate Transformation Grant for a school beautification project at Teaneck High School from 05/06/24-06/07/24, to paint three (3) murals: 1 outside the Security Office; 1 outside the Dance Room; 1 inside the Weight Room, at a stipend amount of \$50.00 per hour, not to exceed \$2,000.00. Project stipend will be funded by the School Climate Transformation Grant Work (Account # 20-427-200-100-00-000-000).

EXPLANATION: Agenda item submitted by Mr. Apollon.

11. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the appointment of staff members under the Teaneck Township Education Association (**TTEA**) collective bargaining Agreements for the 2024-2025 school year in the following categories:

- Teaching Staff Members
- Secretarial and Clerical Personnel
- Paraprofessionals
- Athletic Trainer
- Data Support Specialists

EXPLANATION: Agenda item submitted by Mr. Apollon.

12. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the appointment of staff members under the Teaneck Association of Administrators and Supervisors (**TAAS**) Agreement for the 2024-2025 school year in the following categories:

- High School Principal
- Middle School Principals
- Elementary School Principals
- Assistant Director of Instruction
- High School Assistant Principals
- Middle School Assistant Principals
- Coordinators
- Department Chairpersons
- Directors
- Guidance Supervisors
- Subject Supervisors
- Grants Management and Program Evaluator

EXPLANATION: Agenda item submitted by Mr. Apollon.

13. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the appointment of staff members under the Teamsters Agreement for the 2024-2025 school year in the following categories:

- Groundsmen
- Custodians
- Maintenance Mechanics

EXPLANATION: Agenda item submitted by Mr. Apollon.

14. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, with the recommendation of the Superintendent, approve to abolish the position and remove from the District's Table of Organization.

<b>Positions for Abolishment</b>
Mathematics Enrichment Teacher
Literacy Enrichment Teacher
In-School Suspension Teacher

EXPLANATION: Agenda item submitted by Mr. Apollon

15. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the following job descriptions for the 2023-2024 school year. See attachments on page 199.

<b>New Positions to be Created</b>
Chief Technology Officer
Elementary Literacy Instructional Coach
Elementary Mathematics Instructional Coach
Secondary Literacy Instructional Coach
Secondary Mathematics Instructional Coach

EXPLANATION: Agenda item submitted by Mr. Apollon.

**THE** **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the following amended leave of absence:

#	Type	Dates of Paid Leave	Days Used	Dates of Unpaid Leave	Days Used	Board Approved Agenda Date	Return Day
4869	Family Medical	05/20/24 - 06/14/24	19 Sick Days	0	0	05/15/24	09/01/24
*0416	Medical	02/07/24 - 06/14/24	54 Sick Days	0	0	05/15/24	09/01/24
4634	Maternity	09/03/24 - 09/27/24	19 Sick Days	09/30/24 - 06/20/24	165	05/15/24	09/01/25
2245	Maternity	1/16/2024 - 03/15/24	44 sick days	3/18/2024 - 6/14/2024	58	05/15/24	09/01/24
5825	Maternity	04/22/24 - 05/20/24	17.5 sick days and 3 PB days	5/21/2024 - 6/14/2024	18	05/15/24	09/01/24
1510	Medical/ Maternity	03/28/24 - 06/14/24	50 Sick Days	0	0	05/15/24	09/01/24
1917	Maternity	04/23/24 - 05/13/24	15 Sick Days	0	0	05/15/24	TBD

\*Revised dates

EXPLANATION: Agenda item submitted by Mr. Apollon.

17. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the amendment for the following certificated staff to be remunerated at the revised stipend amount listed below, participating in the Hawthorne Elementary School’s Title I After School Program. This resolution was previously approved at the February 21, 2024 Regular Public Meeting. Program funded by Title I (Account #: 20-231-100-101-00-110-000).

Name	Position	Hours	Stipend Amount (not to exceed)
Victor Hernandez	Instructor	53	\$2,650.00

EXPLANATION: Agenda item submitted by Mr. Apollon.

18. **THEREFORE IT BE RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the appointment of Travis Grundy, Part-Time Security Officer, at a rate of \$22.50 per hour, for the 2023-2024 school year, effective May 20, 2024, pending criminal history background checks and 90-day probationary period.

EXPLANATION: Agenda item submitted by Mr. Apollon.

19. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the following long term substitute teacher at \$260.00 per diem, assigned to a non-tenure track position, effective as indicated, pending criminal history:

<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Dates</b>	<b>Benefits</b>
Susan Fanaras	Long-term Substitute	Lowell	03/15/2024 - 06/14/2024	w/o benefits
Sarah Flowers	Long-term Substitute	Lowell	03/01/2024 - 06/14/2024	w/o benefits
Frederica Ogletree	Long-term Substitute	TJMS	03/01/2024 - 06/14/2024	w/o benefits

EXPLANATION: Agenda item submitted per Mr. Apollon.

20. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent, approves the reassignment of Jennifer Kim, from Special Education Teacher to Preschool Intervention & Referral Specialist / Instructional Coach, effective September 1, 2024.

EXPLANATION: Agenda item submitted by Mr. Apollon.

21. **THEREFORE BE IT RESOLVED** that the Teaneck Board of Education, upon the recommendation of the Superintendent approves the appointment of TBD, as the Bus Driver with a prorated salary of TBD effective TBD, pending criminal history background check.

EXPLANATION: Agenda item submitted by Mr. Apollon

# POLICY

## Teaneck Board of Education

Section: Bylaws

0164. CONDUCT OF BOARD MEETING

Date Created: March 2012

Date Edited: March 2024

### 0164. CONDUCT OF BOARD MEETING

#### M

##### Parliamentary Authority

Roberts' Rules of Order, Newly Revised, shall govern the Board of Education in its deliberations and acts in all cases in which it is not inconsistent with statutes of the State of New Jersey, rules of the State Board of Education, or these bylaws.

##### Presiding Officer

The President shall preside at all meetings of the Board. In the absence, disability, or disqualification of the President, the Vice President shall act in his/her place; if neither person is present, any member shall be designated by a plurality of those present to preside. The act of any person so designated shall be legal and binding.

##### Announcement of Adequate Notice

The person presiding shall commence each meeting with an announcement of the notice given for the meeting or a statement regarding the lack of adequate notice, in accordance with law.

##### Agenda

The Superintendent shall prepare an agenda of items of business to come before the Board at each meeting. The agenda shall be delivered to each Board member no later than two days before the meeting and shall include such reports and supplementary materials as are appropriate and available.

##### **Consent Agenda**

**It is the desire of the Board to conduct its public meetings in an efficient manner. In order to achieve this, the Board will approve selected matters by adopting one Consent Agenda resolution.**

**The Consent Agenda will include matters considered to be routine in nature as determined by the Board President and Superintendent. The Consent Agenda shall not be limited to these items only and may include additional items as agreed upon by the Board.**



**If discussion of any item is requested by any trustee, the particular item on the Consent Agenda will be removed and considered in a separate resolution. The request does not need a second, and no vote is needed to remove it from the consent agenda.**

The order of business shall be as follows:

1. Call to order;
2. Flag salute;
3. Presiding officer's meeting notice statement;
4. Roll call;
5. Superintendent's report;
6. Board committee reports;
7. Public participation on matters of general concern and business agenda resolution;
- 8. Consent Agenda**
9. Board discussion of business agenda and formal action;
10. When necessary, enter Executive Session;
11. Adjournment.

N.J.S.A. 10:4-10

N.J.S.A. 18A:16-1.1

Adopted: 14 March 2012

# POLICY GUIDE

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**Educational Equity Policies/Affirmative**

**Action Program**

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[See POLICY ALERT Nos. 191, 209, and 232]

## 1140 EDUCATIONAL EQUITY POLICIES/AFFIRMATIVE ACTION PROGRAM

The Board of Education shall adopt and implement written educational ~~equality~~ and equity policies in accordance with the provisions of N.J.A.C. 6A:7 – Managing ~~fFor Equality And Equity iIn~~ Education.

The Board's ~~educational equity policies affirmative action program~~ shall recognize and value the diversity of persons and groups within ~~the community~~ ~~society~~ and promote the acceptance of persons of diverse backgrounds regardless of ~~the protected categories listed at N.J.A.C. 6A:7-1.1(a) and pursuant to N.J.A.C. 6A:7-1.4(a)1~~ race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status. The ~~educational equity policies affirmative action program~~ will also promote ~~equitable~~ equal educational opportunity and foster a learning environment that is free from all forms of prejudice, discrimination, and harassment based upon ~~the protected categories listed at N.J.A.C. 6A:7-1.1(a) and pursuant to N.J.A.C. 6A:7-1.4(a)2~~ race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status in the policies, programs, and practices of the Board of Education.

The Board shall inform the school community ~~it serves~~ of these policies in a manner including, but not limited to, the district's customary methods of information dissemination ~~pursuant to N.J.A.C. 6A:7-1.4(b)~~. ~~The Board shall develop a Comprehensive Equity Plan once every three years, which shall identify and correct all discriminatory and inequitable educational and hiring policies, patterns, programs, and practices affecting its facilities, programs, students, and staff.~~

~~The Board shall assess the district's needs for achieving equality and equity in educational programs based on an analysis of student performance data such as: National Assessment of Educational Progress and State assessment results, Pre-Kindergarten through grade twelve promotion/retention data, Pre-Kindergarten through grade twelve completion rates; re-examination and re-evaluation of classification and placement of students in special education programs if there is~~



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## Educational Equity Policies/Affirmative Action Program

~~an overrepresentation within certain groups; staffing practices; student demographic and behavioral data; quality of program data; and stakeholder satisfaction data prior to developing the Comprehensive Equity Plan. The purpose of the needs assessment is to identify and eliminate discriminatory practices and other barriers in achieving equality and equity in educational programs.~~

**Pursuant to N.J.A.C. 6A:7-1.5,** ~~t~~The Board **annually** shall ~~annually~~ designate a member of its staff as the Affirmative Action Officer and form an Affirmative Action Team, ~~of whom the Affirmative Action Officer is a member,~~ to coordinate and implement the requirements of N.J.A.C. 6A:7 – Managing ~~f~~For Equality And Equity in Education. The Board shall **ensure** ~~assure~~ that all stakeholders know who the Affirmative Action Officer is and how to **contact the Affirmative Action Officer** ~~access him or her.~~

The Affirmative Action Officer shall have a New Jersey standard **certificate certification** with an administrative, instructional, or educational services endorsement, pursuant to N.J.A.C. 6A:9B – **State Board of Examiners and Certification** ~~et seq.~~ The Affirmative Action Officer shall: coordinate the required professional development training for **all personnel certified and non-certified staff** pursuant to N.J.A.C. 6A:7-1.6; notify all students and employees of **the district's** grievance procedures for handling discrimination complaints; ~~and~~ ensure the district's grievance procedures, **including** ~~which include~~ investigative responsibilities and reporting information, are followed; **and serve as a member of the Affirmative Action Team. The Affirmative Action Officer may also serve as the school district's Title IX Coordinator.**

**In accordance with N.J.A.C. 6A:7-1.5(a)4.,** ~~t~~The Affirmative Action Team shall: **include, to the extent possible, members who represent the diversity of the school district's student population;** develop the Comprehensive Equity Plan (CEP) pursuant to N.J.A.C. 6A:7-1.4(c); oversee the implementation of the **school district's CEP Comprehensive Equity Plan** pursuant to N.J.A.C. 6A:7-1.4(c); collaborate ~~with the Affirmative Action Officer~~ on coordination of the required professional development training for **all personnel certified and non-certified staff** pursuant to N.J.A.C. 6A:7-1.6; monitor the implementation of the **CEP Comprehensive Equity Plan;** and conduct the annual district internal monitoring to ensure continuing compliance with State and Federal statutes governing educational ~~equality and~~ equity, pursuant to N.J.A.C. 6A:7-1.4(d).



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## Educational Equity Policies/Affirmative Action Program

**In accordance with N.J.A.C. 6A:7-1.6, t**The Board shall provide, **on a continuing basis**, professional development training **for to** all **school personnel** certificated and non-certificated school staff members on a continuing basis to identify and resolve problems associated with the student achievement **and opportunity** gaps and other inequities arising from prejudice on the basis of **the protected categories listed at N.J.A.C. 6A:7-1.1(a)** race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status. **The professional development training shall be differentiated based on staff position type and shall be based on the analysis of data conducted pursuant to N.J.A.C. 6A:7-1.4(c)1.** All new certificated and non-certificated staff members shall be provided with professional development training on educational equality and equity issues within the first year of employment. **The district shall ensure that p**Parents and other community members are aware of **shall be invited to participate in the professional development training provided to school district personnel regarding topics around equity.** **The district shall ensure all new personnel are provided within the first ninety days of employment with professional development training on educational equity issues.**

The Commissioner or ~~his/her~~ designee shall provide technical assistance to local school districts for the development of policy guidelines, procedures, and in-service training for Affirmative Action Officers so as to aid in the elimination of prejudice on the basis of **the protected categories listed at N.J.A.C. 6A:7-1.1(a)** race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status.

N.J.A.C. **6A:7-1.1; 6A:7-1.3; 6A:7-1.4; 6A:7-1.5; 6A:7-1.6**

Adopted:



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[See POLICY ALERT Nos. 191, 209, and 232]

## 1523 COMPREHENSIVE EQUITY PLAN

The Board of Education shall **complete** ~~submit~~ a Comprehensive Equity Plan (CEP) ~~based on an assessment of the district's needs for achieving equity in educational programs~~ that includes a cohesive set of policies, programs, and practices that ensure high expectations and positive achievement patterns and **equitable** ~~equal~~ access to educational **opportunities** ~~opportunity~~ for all learners, including students and teachers, **in accordance with the provisions of N.J.A.C. 6A:7-1.8.**

The Board's obligation to be accountable for the requirements in N.J.A.C. 6A:7 is not precluded or alleviated by any rule or regulation of any **recreational** organization, club, athletic association, or other league or **organizing** group.

**Pursuant to N.J.A.C. 6A:7-1.4(c), the district shall develop, once every three years, a CEP that shall identify and correct all discriminatory and inequitable educational policies, patterns, programs, and practices affecting its facilities, programs, students, and staff.**

1. **Prior to developing the CEP, the district shall assess its needs for achieving equity in educational activities and programs pursuant to N.J.A.C. 6A:7-1.4(c)1. The needs assessment shall identify discriminatory practices and other barriers to achieving equity in educational activities and programs, if applicable.**
2. **The CEP shall address:**
  - a. **Professional development, pursuant to N.J.A.C. 6A:7-1.6; and**
  - b. **Equity in school and classroom practices, educational activities, and programs pursuant to N.J.A.C. 6A:7-1.7.**
3. **The CEP shall include measurable and actionable goals, objectives, timelines, and benchmarks for measuring progress.**



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4. **The Board shall submit the CEP to the Executive County Superintendent for confirmation of completion.**
  - a. **If the Executive County Superintendent determines that the CEP is not complete, the Board shall revise the plan in accordance with the Executive County Superintendent's instructions and shall submit to the Executive County Superintendent the revised plan within thirty days of the notification of incompleteness.**

Pursuant to N.J.A.C. 6A:7-1.8(c), ~~t~~~~The CEP Comprehensive Equity Plan~~ shall include the following:

1. An assessment of the school district's needs for achieving equity in educational **activities and** programs. The assessment shall include staffing practices; quality-of-program data; stakeholder-satisfaction data; and student assessment ~~and behavioral~~ data disaggregated by gender; race; ethnicity; **multilingual learner status; homeless status; limited English proficiency**, special education; migrant; date of enrollment; student suspension; expulsion; Child Study Team referrals; preschool through grade twelve promotion/retention data; preschool through grade twelve completion rates; **attendance data**; and re-examination and re-evaluation of classification and placement **process** of students in special education programs if there is **disproportionality overrepresentation** within a certain groups;
2. A description of how other Federal, State, and district policies, programs, and practices are aligned to the **CEP Comprehensive Equity Plan**;
3. Progress targets for closing the achievement **and opportunity** gaps;
4. Professional development targets regarding the knowledge and skills needed to provide a thorough and efficient education as defined by the **New Jersey Student Learning Standards (NJSLS)**, ~~Core Curriculum Content Standards~~; differentiated instruction and formative assessments aligned to **the NJSLS, Core Curriculum Content Standards**; and **professional standards for teachers and school leaders** ~~high expectations for teaching and learning~~; and



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Comprehensive Equity Plan

5. Annual targets **that address** ~~addressing~~ district needs in equity in school and classroom practices **and that** are aligned to professional development targets.

~~The A Comprehensive Equity Plan shall be written every three years and the Board of Education shall implement initiate the CEP Comprehensive Equity Plan within sixty days of the Executive County Superintendent's certification of completion its approval and shall implement the plan in accordance with the timelines approved by the New Jersey Department of Education.~~

~~If In the event the Board of Education does not implement the CEP Comprehensive Equity Plan within sixty one hundred eighty days of the Executive County Superintendent's certification of completion its approval date, or fails to report its progress annually, sanctions deemed to be appropriate by the Commissioner of Education or his/her designee shall be imposed, and may include action to suspend, terminate, or refuse to award continued Federal or State financial assistance, pursuant to N.J.S.A. 18A:55-2.~~

N.J.A.C. **6A:7-1.1; 6A:7-1.3; 6A:7-1.4; 6A:7-1.79; 6A:7-1.8**

Adopted:



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Equal Employment Opportunities

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[See POLICY ALERT Nos. 191, 209, and 232]

## 1530 EQUAL EMPLOYMENT OPPORTUNITIES

The Board of Education shall, in accordance with law, guarantee equal employment opportunity throughout the district.

The Board shall ensure all persons shall have equal and bias-free access to all categories of employment and equal pay for equal work in this district without **discriminating on the basis of any of** ~~regard to the protected categories listed at N.J.A.C. 6A:7-1.1(a) candidate's race, color, creed, religion, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, socioeconomic status, or disability, pursuant to N.J.A.C. 6A:7-1.1.~~

The school district's employment applications and pre-employment inquiries **will** conform to the guidelines of the New Jersey Division of Civil Rights.

The Board will use equitable **hiring** practices that **correct prevent** imbalance and isolation based on **any of the protected categories listed at N.J.A.C. 6A:7-1.1(a)** ~~race, color, creed, religion, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, socioeconomic status, or disability among the district's certified and non-certified staff and within every category of employment, including administration. Promotions and transfers will be monitored to ensure non-discrimination.~~

The Board shall not assign, transfer, promote, or retain staff, or fail to assign, transfer, promote, or retain staff, on the sole basis of **any of the protected categories listed at N.J.A.C. 6A:7-1.1(a)** ~~race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability or socioeconomic status, pursuant to N.J.A.C. 6A:7-1.1.~~

The Board will target underutilized groups in every category of employment. The Board will provide among the faculty of each school role models of diverse ~~racial and cultural~~ backgrounds.





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Equal Employment Opportunities

The Board shall not enter into **or maintain** a contracts with a persons, **agencies** ~~agency~~, or organizations that discriminates in employment ~~practices~~ or in the provision of benefits or services, on the basis of **any of the protected categories listed at N.J.A.C. 6A:7-1.1(a)** ~~race, color, creed, religion, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, socioeconomic status, or disability~~, either in employment practices or in the provision of benefits or services to students or employees, ~~pursuant to N.J.A.C. 6A:7-1.1.~~

The Superintendent shall promulgate a complaint procedure for the adjudication of disputes alleging violation of the law prohibiting discrimination in employment or this **P**policy.

The Board shall not discriminate against any person for that person's exercise of rights under the laws prohibiting discrimination in employment or this **P**policy.

N.J.S.A. **10:5-4; 10:5-12;**

N.J.S.A. 18A:6-5; 18A:6-6; 18A:28-10; 18A:29-2

N.J.A.C. 6A:7-1.1 ~~et seq;~~ **6A:7-1.3** ~~6A:7-1.8~~

Adopted:



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[See POLICY ALERT Nos. 191, 209, and 232]

## R 1530 EQUAL EMPLOYMENT OPPORTUNITY COMPLAINT PROCEDURE

### A. Purpose and Application

1. The purpose of this procedure is to give any district employee or candidate for employment the opportunity to appeal an alleged denial of equal employment opportunity in violation of State statutes and administrative codes, and Federal laws and Policy 1530, guaranteeing “equal access to all categories of employment without **discriminating on the basis of regard to any of the protected categories listed at N.J.A.C. 6A:7-1.1(a)** ~~candidate’s race, color, creed, religion, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, socioeconomic status, or disability.~~”
2. This procedure is intended to facilitate an equitable and just resolution of a dispute at the most immediate level and should be implemented in an informal manner.
3. Every reasonable effort will be made to expedite the process in the interest of a prompt resolution. Time limits may, however, be extended with the consent of all parties.
4. All participants in the procedure will respect the confidentiality that this district accords to information about individual employees.

### B. Definitions

1. “Board of Education” means the Board of Education of ~~this the~~                      School ~~d~~District.
2. “Complaint” means an alleged discriminatory act or practice.



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3. “Complainant” means a staff member who alleges a discriminatory act or practice.
4. “Day” means a working or calendar day as identified.
5. “Discriminatory act or practice” means denial of equal employment opportunity in violation of State statutes and administrative codes and Federal laws and Policy 1530.
6. “School district” means ~~this the~~ \_\_\_\_\_ ~~School d~~District.

## C. Procedure

1. A complainant who believes that **they have** ~~he/she has~~ been harmed or adversely affected by a discriminatory practice or act prohibited by law and/or policy shall discuss the matter with **their** ~~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 **of the discussion with their supervisor**, the complainant may submit a ~~written~~ complaint to the Affirmative Action Officer. **The complaint may be reported: in person; in writing; verbally by telephone; by mail to the office address; or by electronic mail. The complaint may be reported during business or non-business hours.**
3. The complaint **shall** ~~will~~ include:
  - a. The complainant’s name and address;;
  - b. The specific act or practice **of which** ~~that~~ the complainant complains ~~of~~;;
  - c. The school employee, if any, responsible for the allegedly discriminatory act;;
  - d. The results of discussions conducted in accordance with ~~paragraph C.1. above~~; and



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- e. The reasons why ~~the these~~ **results of the discussions were** ~~are~~ not satisfactory **to the complainant.**
43. The Affirmative Action Officer will investigate the matter informally and will respond to the complaint in writing no later than seven working days after receipt of the ~~written~~ **complaint filed in accordance with C.2. above.** A copy of the complaint and the response will be forwarded to the Superintendent.
54. The ~~response of the~~ Affirmative Action Officer's **written response** 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.
65. On ~~his/her~~ **their** 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 the presence at the hearing of the staff member charged with a discriminatory act and any other person with knowledge of the act ~~complained of.~~
76. 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.
87. The complainant may appeal the Superintendent's decision to the Board by filing a written appeal with the 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;,



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- 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.
98. A copy of the appeal to the Board must be given to the staff member, if any, charged with a discriminatory act.
109. 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.
1140. 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.
1244. The complainant will be informed of **their** ~~his/her~~ right to appeal the Board's decision to the:
- a. Commissioner of Education  
New Jersey State Department of Education  
P.O. Box 500  
Trenton, New Jersey 08625-0500 **or the**  
~~Telephone: (877) 900-6960 or the~~
  - b. New Jersey Division on Civil Rights  
**Central Trenton** Regional Office  
Office of the Attorney General  
140 East Front Street – 6<sup>th</sup> Floor  
Trenton, New Jersey 08625-0090  
~~Telephone: (609) 292-4605~~



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## D. Record

1. The records of any complaint processed in accordance with this procedure shall be maintained in a file kept by the Affirmative Action Officer.
2. A copy of the decision rendered at the highest level of appeal **finding a discriminatory act has occurred shall** ~~will~~ be kept in the **personnel file of the employee found to have committed a discriminatory act** ~~employee's personnel file~~.

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Equal Employment/Anti-Discrimination Practices

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[See POLICY ALERT Nos. 191, 209, 215, and 232]

## 1550 EQUAL EMPLOYMENT/ANTI-DISCRIMINATION PRACTICES

The Board of Education shall, in accordance with State statutes and administrative code and Federal law and regulations, strive to overcome the effects of any previous patterns of discrimination in school district employment practices and shall systematically monitor school district procedures to ensure continuing compliance with **current Federal and State** anti-discrimination laws and regulations.

The Board will ensure all persons regardless of **any of the protected categories listed at N.J.A.C. 6A:7-1.1(a)** ~~race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status~~ shall have equal and bias-free access to all categories of employment in the public educational system of New Jersey, ~~pursuant to N.J.A.C. 6A:7-1.1.~~

The Board will not enter into any contract with a person, agency, or organization that discriminates on the basis of **any of the protected categories listed at N.J.A.C. 6A:7-1.1(a)** ~~race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status~~, either in employment practices or in the provision of benefits or services to students or employees. In addition, the Board will encourage minority businesses, women's business enterprises, and labor surplus area firms to submit bids to be considered for the awarding of contracts.

The Board shall not assign, transfer, promote, or retain staff, or fail to assign, transfer, promote, or retain staff, on the sole basis of **any of the protected categories listed at N.J.A.C. 6A:7-1.1(a)** ~~race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status.~~



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Equal Employment/Anti-Discrimination Practices

The Board shall ensure equal pay for equal work among members of the school district's staff, regardless of **the protected categories listed at N.J.A.C. 6A:7-1.1(a)** ~~race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status,~~ pursuant to N.J.A.C. 6A:7-1.1.

N.J.S.A. 10:5-4; **10:5-12**

N.J.A.C. 6A:7-1.1 ~~et seq.~~; **6A:7-1.3** 6A:7-1.8

Adopted:

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# REGULATION GUIDE

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## R 2200 CURRICULUM CONTENT

Courses of study and instructional materials and programs shall be designed to eliminate discrimination **on the basis of any of the protected categories listed at N.J.A.C. 6A:7-1.1(a)** and promote understanding and mutual respect between children ~~regardless of race, color, creed, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, ancestry, national origin, socioeconomic status, and/or disability.~~

**The Superintendent or designee shall develop a procedure to address and eliminate any possible bias in the curriculum.**

~~In order to eliminate possible bias in the curriculum, staff shall use the following criteria:~~

- ~~A. When instructional material contains stereotypes or discriminatory statements, staff should help students identify the stereotypes or discriminatory statement(s) and discuss with students the consequences of repeated stereotyping and discriminatory statements.~~
- ~~B. If a particular instructional material is highly objectionable, staff should not use it, such material should be brought to the attention of the Building Principal so that the Affirmative Action Officer can evaluate the objectionable material. Alternatively, the **teaching staff member** teacher might discuss the questionable material instead of eliminating it, depending on the makeup and maturity of the class and the purposes of the instruction.~~
- ~~C. Another recommended technique for handling materials that contain biases or stereotypes is to offset it by using unbiased supplementary materials.~~
- ~~D. Community involvement when developing instructional programs and attendant materials shall be encouraged.~~

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~~Equity in Affirmative Action Program for School~~  
and Classroom Practices

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[See POLICY ALERT Nos. 191, 209, and 232]

## 2260 EQUITY IN AFFIRMATIVE ACTION PROGRAM FOR SCHOOL AND CLASSROOM PRACTICES

The Board of Education shall provide **all students with equitable** ~~equal~~ and bias-free access ~~for all students~~ to all school facilities, courses, programs, activities, and services, regardless of **the protected categories listed at N.J.A.C. 6A:7-1.1(a)** ~~race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status,~~ by:

1. Ensuring ~~equal and~~ barrier-free access to all school and classroom facilities;
2. Attaining, **within each school**, minority representation ~~within each school, that which~~ approximates the district's overall minority representation. Exact apportionment is not required, ~~however,~~ the ultimate goal is a reasonable plan achieving the greatest degree of **a representative racial** balance, ~~that which~~ is feasible and consistent with sound educational values and procedures;
3. Utilizing, **on an annual basis**, a State-approved English language proficiency assessment **that evaluates a student's English language proficiency on the four domains of listening, speaking, writing, and reading** ~~measure on an annual basis~~ for determining the **eligibility and placement** ~~special needs~~ of **students who may be identified as multilingual English language learners and their progress in learning English** pursuant to N.J.A.C. 6A:15-1.3(a)~~3.(b)~~;
4. Utilizing bias-free multiple measures for determining the special needs of students with disabilities, pursuant to N.J.A.C. 6A:14-3.4;
5. Ensuring ~~that~~ support services, including intervention and referral services and school health services pursuant to N.J.A.C. 6A:16, are available to all students; and



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## Equity in ~~Affirmative Action Program~~ for School and Classroom Practices

6. Ensuring ~~that~~ a student is not discriminated against because of a medical condition. A student shall not be excluded from any education program or activity because of a long-term medical condition unless a physician certifies ~~that~~ such exclusion is necessary. ~~If excluded, the student shall be provided with equivalent and timely instruction that may include home instruction, without prejudice or penalty.~~
  - a. **If excluded, the student shall be provided with equivalent and timely instruction that may include home instruction, without prejudice or penalty.**

Pursuant to N.J.A.C. 6A:7-1.7(b), ~~t~~The Board of Education shall ensure that the district's curriculum and instruction are aligned to the **New Jersey Student Learning Standards (NJSLS)**. ~~State's Core Curriculum Content Standards and~~ **The Board also shall ensure its curriculum and instruction** address the elimination of discrimination by narrowing the achievement **and opportunity** gaps, by providing equity in educational **activities and** programs, and by providing opportunities for students to interact positively with others regardless of **the protected categories listed at N.J.A.C. 6A:7-1.1(a)** ~~race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status,~~ by:

1. Ensuring there are no differential requirements for completion of course offerings or programs of study solely on the basis of **the protected categories listed at N.J.A.C. 6A:7-1.1(a)** ~~race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status;~~
2. Ensuring courses shall not be offered separately on the basis of **the protected categories listed at N.J.A.C. 6A:7-1.1(a)** ~~race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status;~~



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## **Equity in Affirmative Action Program for School and Classroom Practices**

- a. Portions of classes ~~that which~~ deal exclusively with human sexuality may be conducted in separate developmentally appropriate sessions **based on gender identity for male and female students**, provided that the course content for such separately conducted sessions is the same.
3. **Increasing and promoting equitable representation** ~~Reducing or preventing the underrepresentation of~~ **all** minority, female, and ~~male~~ students in all classes and programs ~~including gifted and talented, accelerated, and advanced classes;~~
4. Ensuring ~~that~~ schools demonstrate the inclusion of a multicultural curriculum in its instructional content, materials and methods, and **ensuring that** students understand the basic tenet of multiculturalism;
5. Ensuring **the Amistad Commission Curriculum** ~~that African American history, as well as the history of other cultures, is~~ infused into the curriculum and **is** taught as part of the history of the United States, pursuant to N.J.S.A. 18A:35-1 and the New Jersey Core Curriculum Content Standards; and
6. Ensuring **the Commission** ~~that instruction on the Holocaust Education curriculum and other acts of genocide~~ is included in the curriculum of all elementary and secondary schools, as developmentally appropriate, pursuant to N.J.S.A. 18A:35-28; ~~and-~~
7. **Ensuring all curricular requirements pursuant to N.J.A.C. 6A:8 and the NJSLs are taught, including any curriculum developed concerning any of the protected categories listed at N.J.A.C. 6A:7-1.1(a) or curriculum developed by any commissions constituted for the development of curriculum concerning any of the protected categories listed at N.J.A.C. 6A:7-1.1(a).**

~~The Board of Education shall ensure all students have access to adequate and appropriate counseling services. When informing students about possible careers, professional or vocational opportunities, the Board shall not restrict or limit the options presented to students on the basis of race, creed, color, national origin,~~



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## Equity in ~~Affirmative Action Program~~ for School and Classroom Practices

~~ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status. The district will not use tests, guidance, or counseling materials which are biased or stereotyped on the basis of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status.~~

The Board of Education shall ensure that the district's physical education program and its athletic programs are **is in a equitable, co-educational setting that is developmentally appropriate**; and ~~does~~ not discriminate on the basis of **the protected categories listed at N.J.A.C. 6A:7-1.1(a)** ~~race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, gender, gender identity or expression, religion, disability, or socioeconomic status~~, as follows:

1. The district shall provide separate restroom, locker room, and shower facilities on the basis of gender, but such facilities provided for students of each gender shall be comparable;
2. ~~The A school within the school~~ district may choose to operate separate teams **based on sex for both genders** in one or more sports or single teams open competitively to members of **all sexes both genders, as** so long as the athletic program as a whole provides equal opportunities for students of **all sexes both genders** to participate in sports at comparable levels of difficulty and competency; and
3. The activities comprising such athletic programs shall receive equitable treatment, including, but not limited to, staff salaries, purchase and maintenance of equipment, quality and availability of facilities, scheduling of practice and game time, length of season, and all other related areas or matters.

N.J.S.A. 18A:36-20

N.J.A.C. **6A:7-1.1; 6A:7-1.3; 6A:7-1.7**

Adopted:



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[See POLICY ALERT No. 232]

R 2260 EQUITY IN AFFIRMATIVE ACTION PROGRAM FOR SCHOOL  
AND CLASSROOM PRACTICES COMPLAINT PROCEDURE

A. Purpose and Application

1. The purpose of this procedure is to give any student or the parent(s) ~~or legal guardian(s)~~ of a student the opportunity to appeal an alleged violation of the district's Affirmation Action Plan for school and classroom practices, as set forth in Policy 2260.
2. This procedure is intended to facilitate an equitable and just resolution of a dispute at the most immediate level and will be implemented in an informal manner.
3. Every reasonable effort will be made to expedite the process in the interest of a prompt resolution. Time limits may, however, be extended with the consent of all parties.
4. All participants in the procedure will respect the confidentiality that this district accords to information about individual students.

B. Definitions

1. "Affirmative Action Officer" means the district official responsible for the coordination of activities relating to compliance with the Affirmative Action Plan.
2. "Affirmative Action Plan" means the Affirmative Action Plan for school and classroom practices adopted by the Board of **Education**.
3. "Board of Education" means the Board of Education of ~~this the~~ \_\_\_\_\_ ~~School d~~District.
4. "Complainant" means a student or parent(s) ~~or legal guardian(s)~~ who believes that **they have** ~~he/she has~~ been harmed or adversely affected by a failure to enforce the district's Affirmative Action Plan.



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## ~~Equity in Affirmative Action Program for School~~ and Classroom Practices Complaint Procedure

5. “Complaint” means an unresolved problem concerning the interpretation or application by an officer or employee of this school district of law and regulations regarding the Affirmative Action Plan.
6. “Day” means a working or calendar day as identified.
7. “Student” means an individual enrolled in any formal educational program provided by the school district.
8. “School district” means ~~this the~~ \_\_\_\_\_ ~~School d~~District.
9. “Violation” means the failure of a district official or employee to take the positive steps outlined in Policy 2260 and/or included in the Affirmative Action Plan.

### C. Procedure

1. A complainant shall discuss ~~their his/her~~ complaint with the staff member most closely involved 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 **of the discussion with the staff member most closely involved**, the complainant may submit a ~~written~~ complaint to the Affirmative Action Officer. **The complaint may be reported: in person; in writing; verbally by telephone; by mail to the office address; or by electronic mail. The complaint may be reported during business or non-business hours.**
3. The complaint ~~will~~ **shall** include:
  - a. The student’s name and, in the complaint of a person acting on behalf of the student, the name and address of the complainant;;
  - b. The specific failure to act **of which that** the complainant complains ~~of~~;



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## **Equity in Affirmative Action Program for School and Classroom Practices Complaint Procedure**

- c. The school employee, if any, responsible for the alleged violation of the Affirmative Action Plan;;
  - d. The results of discussions conducted in accordance with ~~paragraph C.1. above;~~ and
  - e. The reasons why ~~the these results of the discussions were~~ **are not satisfactory to the complainant.**
43. The Affirmative Action Officer will investigate the matter informally and will respond to the complaint in writing no later than seven working days after receipt of the ~~written~~ complaint **filed in accordance with C.2. above.** A copy of the complaint and the response will be forwarded to the Superintendent.
54. ~~The response of the~~ Affirmative Action Officer's **written response** 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 violated the Affirmative Action Plan.
65. On **their** ~~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 the presence at the hearing of the staff member charged with violation of the Affirmative Action Plan and any other person with knowledge of the violation ~~complained of.~~
76. 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 and to the Board.





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## ~~Equity in Affirmative Action Program~~ for School and Classroom Practices Complaint Procedure

87. The complainant may appeal the Superintendent's decision to the Board by filing a written appeal with the Board Secretary no later than three working days after receipt of the Superintendent's decision. The appeal shall include:
- The original complaint;;
  - The response to the complaint;;
  - The Superintendent's decision;;
  - A transcript of the hearing, if one has been made, or a summary of the hearing to which all parties have consented;; and
  - The complainant's reason for believing the Superintendent's decision should be changed.
98. A copy of the appeal to the Board must be given to the staff member, if any, charged with a violation of the Affirmative Action Plan.
109. 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.
1140. 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.
1244. The complainant will be informed of ~~their~~ **their** his/her right to appeal the Board's decision to the Commissioner of Education or to the New Jersey Division on Civil Rights.



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~~Equity in Affirmative Action Program for School~~  
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D. Record

1. The records of any complaint processed in accordance with this procedure shall be maintained in a file separate from the student's cumulative file. A notation shall be made in the student's file of the presence of the record in the separate file.
2. **A copy of the decision rendered at the highest level finding a violation of the Affirmative Action Plan has occurred shall be kept in the personnel file of the employee found to have committed a violation of the Affirmative Action Plan.**

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Guidance Counseling  
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[See POLICY ALERT Nos. 209 and 232]

## 2411 GUIDANCE COUNSELING

The Board of Education requires that a planned program of guidance and counseling be an integral part of the educational program of the schools to assist students in making and implementing informed educational and occupational choices including academic, career, and personal/social development.

A program of guidance and counseling, including developmental career guidance and exploration, shall be offered to all students in this school district and shall

### **Choose only one of the following alternatives:**

- be conducted entirely by teaching staff members certified as guidance personnel.
- include the services of teaching staff members certified as guidance personnel and other designated teaching staff members.
- be the responsibility of the classroom teacher, who may draw upon the services of other, more specialized staff members as required.
- involve the coordinated efforts of all teaching staff members under the leadership of certified guidance and counseling personnel.

The Superintendent is directed to implement a guidance program that carries out the purposes of this Policy and:

1. Involves teaching staff members at all appropriate levels;
2. Honors the individuality of each student;
3. Is integrated with the total educational program;
4. Is coordinated with available resources of the community;
5. Provides for cooperation of school staff with parents and shares parents' concern for the development of their children;



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Guidance Counseling

6. Provides for the means of sharing information among appropriate staff members in the student's interest;
7. **Ensures all students have access to adequate and appropriate counseling services, pursuant to N.J.A.C. 6A:7-1.7(c).**
  - a. **When informing students about possible careers or professional or vocational opportunities, the Board shall not restrict or limit the options presented to students on the basis of the protected categories listed at N.J.A.C. 6A:7-1.1(a).**
  - b. **The Board shall not use tests or guidance or counseling materials that are biased or stereotyped on the basis of the protected categories listed at N.J.A.C. 6A:7-1.1(a); and**  
  
~~Is available equitably to all students and prohibits biased counseling and the use of materials that discriminate among students on the basis of their race, color, creed, religion, national origin, ancestry, age, marital status, affectational or sexual orientation, gender, gender identity or expression, socioeconomic status, or disability; and~~
8. Establishes a referral system that utilizes all the aid the schools and community offer, guards the privacy of the student, and monitors the efficacy of such referrals.

N.J.A.C. 6A:19-1.2; 6A:8-2.2

N.J.A.C. **6A:7-1.1; 6A:7-1.3; 6A:7-1.7; 6A:8-3.2**

Adopted:



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[See POLICY ALERT Nos. 187, 191, 209, 229, and 232]

## 2423 BILINGUAL AND ~~ESL~~ EDUCATION

The Board of Education will provide programs of bilingual education, English as a second language (ESL), and culturally and linguistically responsive, researched-based, and effective language instruction educational programs (LIEP) to all multilingual learners (ML) as required by law and rules of the New Jersey State Board of Education. MLs are those students whose primary language is not English and who have varying degrees of English language proficiency in any one of the domains of speaking, reading, writing, or listening and is synonymous with limited English-speaking ability pursuant to N.J.S.A. 18A:35-15 through 18A:35-26.1 and N.J.A.C. 6A:15-1.1 et seq.

The school district shall use, at the time of enrollment, the multi-step process to identify MLs enrolled in the district in accordance with N.J.A.C. 6A:15-1.3. The district shall administer to each student enrolled in the district the Statewide home-language survey (HLS) to determine which students in preschool to twelfth-grade have a primary language(s) other than English and, therefore, may be a ML.

The district shall then determine the English language proficiency of all Kindergarten to twelfth-grade students who are found eligible through N.J.A.C. 6A:15-1.3(a)1 or (a)2 and whose primary language is other than English by administering an English language proficiency (ELP) assessment. Students who do not meet the New Jersey Department of Education (Department)-established cut score standard on the ELP assessment shall be considered MLs and shall be offered entry into the district's LIEP. Preschool students who are identified as having a primary language other than English shall be identified as MLs. Prior to the start of their Kindergarten year, the district shall administer an ELP assessment to preschool MLs as part of the screener process to determine the ML's English language proficiency level. The district shall also use age-appropriate methodologies to identify preschool MLs to determine their individual language development needs.

The district shall provide to all preschool to twelfth-grade MLs enrolled in the district pursuant to N.J.S.A. 18A:7F-46 and N.J.S.A. 18A:7F-54 with equal educational opportunities and all educational activities and programs in accordance with the provisions of N.J.A.C. 6A:15-1.4.



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The school district providing a LIEP shall submit a plan every three years to the Department in accordance with the provisions of N.J.A.C. 6A:15-1.5.

Students enrolled in a LIEP shall have equal educational opportunities, including full access to educational opportunities and services available to other students in the school district pursuant to N.J.A.C. 6A:15-1.6.

As part of the district- and school-level plans for professional development requirements pursuant to N.J.A.C. 6A:9C-4.2, the Board shall describe professional learning for bilingual, ESL, and academic content teaching staff members whose classroom instruction is in English; administrators who supervise bilingual/ESL programs; and administrators and any personnel who observe and evaluate teaching staff members of MLs in accordance with the provisions of N.J.A.C. 6A:15-1.7.

All teachers of bilingual programs shall hold a valid New Jersey instructional certificate with an endorsement for the appropriate grade level and/or academic content area and a standard certificate with a bilingual/bicultural education endorsement, pursuant to N.J.S.A. 18A:6-38 et seq., N.J.S.A. 18A:35-15 to 26, and N.J.A.C. 6A:9B-11.5 in accordance with the provisions of N.J.A.C. 6A:15-1.8.

Students identified as MLs shall be assessed annually using English Language Placement (ELP) assessments to measure the progress toward English language proficiency and to determine readiness for exiting the LIEP in accordance with the provisions of N.J.A.C. 6A:15-1.9. Students who meet the criteria for Statewide alternate assessments, pursuant to N.J.A.C. 6A:14-4.10(a)2., shall be assessed annually using an alternate ELP assessment. Every student participating in a bilingual, ESL, or English language services program established pursuant to N.J.S.A. 18A:35-15 et seq. shall be entitled to continue such participation for a period of three years pursuant to N.J.S.A. 18A:35-19.

MLs enrolled in the LIEP shall be placed in a classroom(s) where the primary language of instruction is English when the ML has demonstrated readiness to exit a LIEP first by achieving the Department-established cut score on an ELP or alternate ELP assessment. The student's readiness shall be further assessed by the use of a Department-established English language observation form that considers, at a minimum: classroom performance; the student's reading level in English; the observations of the teaching staff members responsible for the educational program of the student; and performance on achievement tests in English.



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In accordance with the provisions of N.J.S.A. 18A:35-22.1, a parent may remove a student who is enrolled in a bilingual education program at any time; except that during the first three years of a student's participation in a bilingual education program, a parent may only remove the student at the end of each school year.

If a parent wishes to remove the student prior to the end of each school year, the removal shall be approved by the Executive County Superintendent. If the Executive County Superintendent determines the student should remain in the bilingual education program until the end of the school year, the parent may appeal the Executive County Superintendent's decision to the Commissioner of Education or designee pursuant to the provisions of N.J.S.A. 18A:35-19.2.

Newly exited students who are not academically progressing in classes where English is the primary language of instruction may be considered for reentry to a LIEP in accordance with the provisions of N.J.A.C. 6A:15-1.9(g)1 through (g)5.

All MLs shall satisfy requirements for high school graduation pursuant to N.J.A.C. 6A:8-5.1(a) and Policy 5460 in accordance with the provisions of N.J.A.C. 6A:15-1.10.

All Kindergarten through twelfth-grade LIEPs shall be conducted within classrooms within the school district pursuant to N.J.S.A. 18A:35-20 in accordance with the provisions of N.J.A.C. 6A:15-1.11.

The parent of a ML shall be notified in accordance with the provisions of N.J.A.C. 6A:15-1.12 that their child has been identified as eligible for placement in a LIEP. Notice shall be in writing and in the language in which the parent possesses a primary speaking ability, and in English. The notice must also include the provisions detailed at N.J.A.C. 6A:15-1.12(b). Progress reports shall be written in English and in the primary language spoken by the parent of students enrolled in the LIEP.

Pursuant to N.J.A.C. 6A:15-1.13, with approval of the Executive County Superintendent on a case-by-case basis, the Board may join with another district Board to provide a LIEP and an individualized learning opportunity, pursuant to N.J.A.C. 6A:8-5.1(a)2, to a ML who chooses to utilize it to meet the 120-credit graduation requirement, in whole or in part.



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The Superintendent or designee shall provide for the maximum practicable engagement of the parent of MLs in the development and review of program objectives and dissemination of information to and from the Boards and communities served by the LIEP in accordance with the provisions of N.J.A.C. 6A:15-1.14. With the exception of a Board implementing an English language services or ESL program, each Board implementing a LIEP shall establish a parent advisory committee on bilingual education of which the majority membership shall be the parents of MLs.

N.J.S.A. 18A:35-15 through 18A:35-26.1  
N.J.A.C. 6A:14-4.10; 6A:15-1.1 et seq.

Adopted:





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[See POLICY ALERT Nos. 187, 191, 209, 229, and 232]

## R 2423 BILINGUAL AND ESL EDUCATION

### A. Definitions – N.J.A.C. 6A:15-1.2

1. “Alternate English language proficiency assessment” (alternate ELP assessment) means a New Jersey Department of Education (Department)-approved assessment for students with the most significant cognitive disabilities that assesses a student’s English language proficiency (ELP) on the four domains of listening, speaking, reading, and writing, and that is aligned with the English Language Development (ELD) standards and the Individuals with Disabilities Education Act (IDEA).
2. “Bilingual education program” means a full-time language instruction educational program (LIEP) in all courses or subjects provided in accordance with N.J.S.A. 18A:35-18. Students in a bilingual education program receive instruction in the primary language of multilingual learners (ML) enrolled in the program and in English, while also receiving English as a second language (ESL) instruction. Educators use the primary language of instruction to enhance literacy in the primary language and as a support in the development of listening, speaking, reading, and writing skills in English. Students also receive instruction in the history and culture of the country, territory, or geographic area that is the native land of the parents and families of MLs enrolled in the program, and in the history and culture of the United States.
3. “Bilingual part-time program” means an instructional program alternative in which students receive their academic content area classes in English language arts (ELA) and mathematics instruction with a certified bilingual teacher who provides instruction in the primary language of the MLs in the program, as well as ESL instruction.
4. “Bilingual resource program” means an instructional program alternative in which students receive instruction and resources that are individualized for each student, daily instruction from a certified bilingual teacher in academic content areas as identified by the school district, as well as ESL instruction.



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5. “Bilingual tutorial program” means an instructional program alternative in which students receive one period of instruction from a certified bilingual teacher in an academic content area required for graduation, a second period of tutoring in another required content area, as well as ESL instruction.
6. “Class period” means the time allocated for instruction in academic content areas as part of the regular school schedule for each day in session as set forth at N.J.A.C. 6A:32-8.3. In a block schedule, weekly instruction is equivalent to one class period for each day of school in a given week.
7. “Cut score” means the same as that term is defined pursuant to N.J.A.C. 6A:8-1.3.
8. “Dual language immersion program” means, for the purpose of meeting the LIEP requirements at N.J.S.A. 18A:35-18 and N.J.A.C. 6A:15, a full-time LIEP that provides students structured English language instruction and instruction in a second language in all academic content areas. MLs in the program receive instruction in their primary language, as well as ESL instruction. A dual language immersion program provides daily instruction in English and a minimum of fifty percent of instruction in the primary language of enrolled MLs. A dual language immersion program that is designed to support MLs is sometimes referred to as a two-way bilingual education program.
9. “Early Language Development Standards” means the preschool English language development standards for preschool students developed by WIDA. The standards correspond to five domains of children’s development and learning: approaches to learning, language and communication development, cognition and general knowledge, physical well-being and motor development, and social and emotional development. The standards incorporated herein by reference, are published by the Board of Regents of the University of Wisconsin System, on behalf of the WIDA Consortium and are available at <https://wida.wisc.edu/teach/early>.
10. “Educational activities and programs” means the same as that term is defined pursuant to N.J.A.C. 6A:7-1.3.



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11. “Educational equity” means the same as that term is defined pursuant to N.J.A.C. 6A:7-1.3.
12. “Educational needs” means the particular educational requirements of MLs; the fulfillment of which will provide them with equal educational opportunities.
13. “English as a second language (ESL) program” means a daily class period of second-language acquisition instruction within a LIEP and based on a student’s English language proficiency that teaches the English language development standards and incorporates the cultural aspects of the students’ experiences in their ESL instruction.
14. “English language development standards” or “ELD standards” means the 2020 Amplification of the English Language Development Standards, Kindergarten – Grade 12 incorporated herein by reference, as amended and supplemented, developed by WIDA. They are the standards and language competencies in listening, speaking, reading, and writing that MLs in preschool programs, and elementary and secondary schools, need to become fully proficient in English and to have unrestricted access to grade-appropriate instruction in challenging academic content areas. The standards are a version of ELA that have been crafted to address the specific developmental stages of students learning English. The standards are published by the Board of Regents of the University of Wisconsin System, on behalf of the WIDA Consortium ([www.wida.us](http://www.wida.us)) and are available for review at <https://wida.wisc.edu/sites/default/files/resource/WIDA-ELD-Standards-Framework-2020.pdf>.
15. “English language proficiency assessment” or “ELP assessment” means a Department-approved assessment that evaluates a student’s English language proficiency on the four domains of listening, speaking, reading, and writing, and that is aligned with the ELD standards.
16. “English language services” means services designed to improve the English language skills of MLs. The services, provided in school districts with less than ten MLs in Kindergarten through twelfth-grade, are part of the regular school program and are designed to develop proficiency in the ELD standards.



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17. “Equal educational opportunity” means the same as that term is defined pursuant to N.J.A.C. 6A:7-1.3.
18. “Exit criteria” means the criteria that must be applied before a student may be exited from a LIEP.
19. “High-intensity ESL program” means an instructional program alternative in which students receive two or more class periods each day in session of ESL instruction. One period is the standard ESL class, and the other period is a tutorial or ESL reading class.
20. “Instructional program alternative” means a LIEP, other than bilingual education and/or dual language immersion, that may be established by the Board of Education in consultation with, and approval of, the New Jersey Department of Education through a waiver request pursuant to N.J.S.A. 18A:35-18. All students in an instructional program alternative receive an ESL class period each day in session.
21. “Language instruction educational program” or “LIEP” means the program of services in which a ML receives instruction and support to develop and attain English language proficiency while meeting or exceeding the New Jersey Student Learning Standards (NJSLS) in academic content areas. MLs in a LIEP develop proficiency in the English language while they develop skills and knowledge within the academic content areas. A LIEP includes the services that all MLs are entitled to receive, pursuant to N.J.S.A. 18A:35-16 and N.J.A.C. 6A:15. LIEP includes “programs of bilingual education,” pursuant to N.J.S.A. 18A:35-16, and “instructional alternative programs,” pursuant to N.J.S.A. 18A:35-18.
22. “Multicultural curriculum” means the same as that term is defined pursuant to N.J.A.C. 6A:7.
23. “Multilingual learner” or “ML” means a student whose primary language is not English, who is identified through the process set forth in N.J.A.C. 6A:15, and who is developing proficiency in multiple languages (e.g., English and a primary language). The term is synonymous with “English learner” or “English language learner”.



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24. “Newcomer” means any student born outside of the United States who has recently arrived in the United States. Newcomer is an umbrella term that includes a heterogenous group of immigrants; some newcomers may also be MLs or students with interrupted formal education (SIFE).
25. “NJSLS” means the New Jersey Student Learning Standards as defined at N.J.A.C. 6A:8-1.3.
26. “Parent(s)” means the natural or adoptive parent, legal guardian, surrogate parent appointed pursuant to N.J.A.C. 6A:14-2.2, or a person acting in the place of a parent (such as a grandparent or stepparent with whom the student lives or a person legally responsible for the student’s welfare). Unless parental rights have been terminated by a court of appropriate jurisdiction, the parent retains all rights pursuant to N.J.A.C. 6A:32. In addition, a resource family parent may act as a parent pursuant to N.J.A.C. 6A:32 if the parent’s authority to make education decisions on the student’s behalf has been terminated by a court of appropriate jurisdiction.
27. “Primary language” means the language or mode of communication in which a ML is most fluent or speaks more regularly than any other language. In the case of a student, the primary language is the language normally used by the student’s parent.
28. “Sheltered English instruction” means an instructional program alternative to make academic instruction in English understandable to MLs. Sheltered English classes are taught by classroom teachers who deliver instruction in English, may not hold a bilingual/ESL endorsement, but have received training on strategies for instructional adaptation, pursuant to N.J.A.C. 6A:8-1.3, to make academic content areas comprehensible for MLs.
29. “State Seal of Biliteracy” means a recognition awarded pursuant to N.J.A.C. 6A:8-5.3.



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30. “Statewide home-language survey” or “Statewide HLS” means a standardized questionnaire developed by the Department for school districts to use to help identify which students are potential MLs and which students will require a record review and an ELP assessment to determine whether they are eligible for placement in a LIEP.
31. “Student with interrupted formal education” or “SIFE” means a ML in grades four to twelve who has experienced disruptions in their formal education that took place outside of the United States.

## B. Identification of Eligible Multilingual Learners – N.J.A.C. 6A:15-1.3

1. The school district shall use, at the time of enrollment, the multi-step process set forth at N.J.A.C. 6A:15-1.3(a)1 through (a)3 and B.1.a. through B.1.c. below to identify MLs enrolled in the school district.
  - a. The district shall administer to each student enrolled in the school district the Statewide HLS. The district shall use the Statewide HLS to determine which students in preschool to twelfth-grade have a primary language(s) other than English and, therefore, may be a ML. The Statewide HLS shall be completed, in writing, or by verbal interview by an individual with knowledge of the student, such as a parent(s), trained school district personnel, or a bilingual or ESL teacher;
  - b. Following the administration of the Statewide HLS, the district shall conduct a records review process to determine whether the student is a ML.
    - (1) The records review process may include, but is not limited to, reviewing available information about the student’s overall academic performance from current or prior years; observations of teaching staff members who have worked with the student; interviews with the student or the student’s parent or family in their primary language; and/or additional school records as needed in compliance with State and Federal student privacy laws; and



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- c. The district shall then determine the English language proficiency of all Kindergarten to twelfth-grade students who are found eligible through N.J.A.C. 6A:15-1.3(a)1 or (a)2 and B.1.a. or B.1.b. above and whose primary language is other than English by administering an ELP assessment. Students who do not meet the Department-established cut score on the ELP assessment shall be considered MLs and shall be offered entry into the district's LIEP.
    - (1) Preschool students who are identified, pursuant to the processes set forth at N.J.A.C. 6A:15-1.3(a)1 and (a)2 and B.1.a. and B.1.b. above, as having a primary language other than English shall be identified as MLs. Prior to the start of their Kindergarten year, the district shall administer an ELP assessment to preschool MLs as part of the screener process to determine the ML's English language proficiency level.
    - (2) The district shall also use age-appropriate methodologies to identify preschool MLs to determine their individual language development needs.
  2. The district shall maintain a roster indicating all identified students whose primary language is other than English and who are MLs.
- C. Board Requirements, Including Language Instruction Educational Programs for Multilingual Learners – N.J.A.C. 6A:15-1.4
1. The district shall provide all preschool to twelfth-grade MLs enrolled in the school district pursuant to N.J.S.A. 18A:7F-46 and 18A:7F-54 with equal educational opportunities and all educational activities and programs, including required courses and support services defined at N.J.A.C. 6A:15-1.4(b) through (e) and C.2. through C.5. below to prepare MLs to meet or exceed the NJSLS for high school graduation. The instructional opportunities shall be designed to assist MLs to fully comprehend all subject matter and demonstrate their mastery of all NJSLS academic content areas.



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- a. Instructional opportunities may also include individualized and targeted supports, as needed by MLs.
  - b. The district shall ensure that all educational services, activities, and programs incorporate a linguistically and culturally responsive, multicultural curriculum in accordance with N.J.S.A. 18A:35-4.35, 18A:35-4.36, and 18A:35-4.36a. to ensure educational equity aligned to the Board of Education's Comprehensive Equity Plan, pursuant to N.J.A.C. 6A:7.
2. The Board shall provide all MLs with a LIEP.
- a. The Board shall provide appropriate instructional programs to preschool MLs pursuant to N.J.A.C. 6A:15-1.4(c) and C.3. below.
  - b. Whenever there are twenty or more MLs in Kindergarten through twelfth-grade in any one language classification enrolled in the school district, a LIEP shall include bilingual education or dual language immersion programs pursuant to N.J.A.C. 6A:15-1.4(e) and C.5. below, unless waived pursuant to N.J.A.C. 6A:15-1.15 and N. below.
  - c. Whenever there are ten or more MLs in Kindergarten through twelfth-grade enrolled in the school district, an ESL program shall be provided.
  - d. Whenever there are at least one, but fewer than ten MLs in Kindergarten through twelfth-grade enrolled in the school district, the Board shall provide the MLs with English language services. English language services shall be provided as part of the regular school program.
  - e. Instructional program alternatives may be implemented pursuant to N.J.A.C. 6A:15-1.15 and N. below.
3. The Board shall provide appropriate instructional programs to eligible preschool MLs based on the New Jersey Preschool Program Implementation Guidelines and the New Jersey Preschool Teaching and Learning Standards of Quality, pursuant to N.J.A.C. 6A:13A – Elements of High-Quality Preschool Programs.





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- a. A program that meets the New Jersey Preschool Teaching and Learning Standards of Quality and is approved, pursuant to N.J.A.C. 6A:13A, will be considered a preschool LIEP.
4. The Board shall establish bilingual education or dual language immersion programs whenever there are twenty or more MLs in any one language classification enrolled in the school district in Kindergarten through twelfth-grade, pursuant to N.J.S.A. 18A:35-18. Bilingual education or dual language immersion programs shall:
    - a. Be designed to prepare MLs to acquire sufficient English knowledge and skills to meet the NJSLS. All MLs participating in bilingual and dual language immersion programs shall also receive a class period of ESL instruction each day in session;
    - b. Include a curriculum that is aligned to the NJSLS and the ELD standards and includes primary language instruction delivered to further master literacy in the primary language and as a support in the development of English proficiency;
    - c. Include the full range of required courses and activities offered on the same basis and under the same rules that apply to all students within the school district; and
    - d. Utilize a curriculum for bilingual education programs that is adopted by the Board.
  5. The Board shall provide at least one class period of ESL instruction each day in session based on a student's English language level to all MLs placed in a LIEP.
    - a. The Board shall develop and adopt an ESL curriculum that addresses the ELD standards to address the instructional needs of MLs.
    - b. The ESL curriculum shall be cross-referenced to the school district's bilingual education and academic content area curricula to ensure that ESL instruction is correlated to all academic content areas taught.



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6. The Board may establish dual language immersion programs to meet the requirement at N.J.A.C. 6A:15-1.4(b)2. and C.2.b. above and N.J.S.A. 18A:35-15 through 18A:35-26.
  - a. Dual language immersion programs shall be designed to help students achieve proficiency in English and in a second language while mastering academic content area skills.
  - b. Instruction shall be in all courses or subjects of study that allow students to meet all grade promotion and graduation standards.
  - c. Classes in dual language immersion programs shall be comprised of at least fifty percent MLs.
  - d. The program may be coordinated with the school district's world languages program.
  - e. Dual language immersion programs that are not established to provide the LIEP services required pursuant to N.J.S.A. 18A:35-15 through 18A:35-26 do not have to comply with the requirements of N.J.A.C. 6A:15, Policy 2423, and this Regulation.
7. The Board may establish a newcomer program for a limited duration in time to address the needs of recent immigrant students, particularly SIFEs, before the students transition to a general education classroom. A high-quality newcomer program shall:
  - a. Be age-appropriate;
  - b. Include content that relates to the NJSLS;
  - c. Include social-emotional learning; and
  - d. Include courses that are credit-bearing and count toward graduation pursuant to N.J.A.C. 6A:8, or promotion requirements to allow students to meet grade-level standards within a reasonable period of time.



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8. The Board shall offer sufficient courses and other relevant supplemental instructional opportunities in grades nine through twelve to enable MLs to meet or exceed the NJSLs for graduation. When sufficient numbers of students are not available to form a bilingual class in an academic content area, the Board shall develop, in consultation with and approved by the Department, plans to meet the needs of the students.
  9. In addition to N.J.A.C. 6A:15-1.4(a) through (h) and C.1. through C.8. above, the Board shall design additional programs and services to meet the special needs of eligible MLs. The additional programs and services shall include, but not be limited to, individualized and targeted supports through Title I programs; special education; career and technical education programs; gifted and talented education services; supports to help MLs earn a State Seal of Biliteracy pursuant to N.J.A.C. 6A:8-5.3; and individualized learning opportunities pursuant to N.J.A.C. 6A:8-5.1.
  10. The Board may establish a program in bilingual education or dual language immersion for any language classification with fewer than twenty students.
  11. The Board shall establish a process for how MLs in high school may meet the world language or ELA course graduation requirements, pursuant to N.J.A.C. 6A:8-5.1, by applying credits earned in an ESL course. The Board shall verify on a student's record that the applicable ESL credits meet or exceed the NJSLs at the high school level.
- D. Approval Procedures – N.J.A.C. 6A:15-1.5
1. The school district providing a LIEP shall submit a plan every three years to the Department for approval.
  2. The Board of Education's LIEP plan shall demonstrate that:
    - a. For Kindergarten through twelfth-grade, LIEP curricula include or are aligned with:



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- (1) The NJSLS;
  - (2) The ELD standards; and
  - (3) A multicultural curriculum, pursuant to N.J.S.A. 18A:35-4.36a and N.J.A.C. 6A:7.
- b. For preschool, the ML instruction and support meets the language instruction requirements in the New Jersey Preschool Program Implementation Guidelines and the New Jersey Preschool Teaching and Learning Standards of Quality, pursuant to N.J.A.C. 6A:13A and the curricula include or are aligned with:
- (1) The NJSLS;
  - (2) The ELD standards for preschool; and
  - (3) A multicultural curriculum, pursuant to N.J.S.A. 18A:35-4.36a and N.J.A.C. 6A:7.
- c. MLs have equitable access to educational activities and programs in a manner aligned to the Board's Comprehensive Equity Plan, pursuant to N.J.A.C. 6A:7.
- d. School district staff engage in ongoing and continuous program evaluations that shall include regular reviews of student performance data (for example, graduation rates and assessment results) and other measures (for example, absenteeism, disciplinary records, and course enrollment) to evaluate whether MLs in the district have equitable access to educational opportunities, including, but not limited to, gifted and talented programs; advanced coursework and dual enrollment; work-based learning opportunities; extra-curricular activities; and career counseling.
- e. Preschool students participate in instructional activities pursuant to N.J.A.C. 6A:13A.



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- f. Bilingual and dual language immersion programs promote bilingualism, biliteracy, cross-cultural competency, high levels of academic achievement in both languages, and a path, if available, toward attaining the State Seal of Biliteracy.
  3. The Board's LIEP plan submitted to the Department for approval shall include information on the following:
    - a. Identification of MLs in preschool through twelfth-grade;
    - b. LIEP description;
    - c. The number of staff hired for the LIEP by certificate type;
    - d. Bilingual and ESL curriculum;
    - e. Evaluation design;
    - f. Review process for a student's exit from ML status; and
    - g. A budget for all components of the LIEP.
  4. The Department will review the plan to ensure the Board has a system of support for all MLs that is aligned to N.J.A.C. 6A:15, Policy 2423, and this Regulation. The Department may request modifications of the plan, as appropriate, and shall determine whether to approve the Board's plan.
- E. Supportive Services – N.J.A.C. 6A:15-1.6
1. Students enrolled in a LIEP shall have equal educational opportunities, including full access to educational opportunities and services available to other students in the district.



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2. The school district shall provide MLs with linguistically and culturally responsive supportive services, such as academic counseling; tutoring; career guidance; and mental health counseling. Bilingual personnel who are trained in social-emotional learning and are familiar with and knowledgeable about the unique assets and needs of the MLs, including newcomers and SIFEs, and their parents, shall provide the services.
- F. Professional Development – N.J.A.C. 6A:15-1.7
1. As part of the district- and school-level plans for professional development requirements at N.J.A.C. 6A:9C-4.2, the Board of Education shall describe professional learning for bilingual, ESL, and academic content teachers whose classroom instruction is in English; administrators who supervise bilingual/ESL programs; and administrators and any personnel who observe and evaluate teachers of MLs.
  2. The district- and school-level professional development plan shall:
    - a. Include instructional adaptational strategies, pursuant to N.J.A.C. 6A:8-3.1, and training on appropriate assessments to help MLs meet the NJSLs and the ELD standards;
    - b. Address the needs of bilingual and ESL teachers, who shall receive training in the use of the ESL curriculum and the ELD standards; and
    - c. Ensure all teachers receive training on the ELD standards and how to provide linguistically and culturally accessible instruction and appropriate modifications and accommodations for MLs.
- G. Certification – N.J.A.C. 6A:15-1.8
1. All teachers of bilingual programs shall hold a valid New Jersey instructional certificate with an endorsement for the appropriate grade level and/or academic content area and a standard certificate with a bilingual/bicultural education endorsement, pursuant to N.J.S.A. 18A:6-38 et seq., N.J.S.A. 18A:35-15 to 26, and N.J.A.C. 6A:9B-11.5.



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2. Dual language immersion programs, for the purpose of meeting the LIEP requirements at N.J.S.A. 18A:35-18; N.J.A.C. 6A:15; Policy 2423; and this Regulation may be taught by one or more teaching staff members. In these dual language immersion programs, the following endorsements to an instructional certificate shall be fulfilled by one or more teaching staff members:
    - a. An endorsement for the appropriate grade level and/or academic content area being taught; and
    - b. An endorsement in bilingual/bicultural education or world languages.
      - (1) A teaching staff member of a language other than English has demonstrated linguistic competence in the language of their instruction, pursuant to N.J.A.C. 6A:9B-10.5 or 11.5(a)2.
  3. All teaching staff members of ESL classes shall hold a valid New Jersey instructional certificate with an ESL endorsement, pursuant to N.J.S.A. 18A:6-38 et seq. and N.J.A.C. 6A:9B-11.6.
  4. All teaching staff members providing English language services shall hold a valid New Jersey instructional certificate.
- H. Language Instruction Educational Program Placement, Assessment, Exit, and Reentry – N.J.A.C. 6A:15-1.9
1. All MLs from Kindergarten through twelfth-grade shall be enrolled in a LIEP established by the Board of Education in accordance with N.J.A.C. 6A:15-1.4(b) through (f) and C.2. through C.6. above, N.J.A.C. 6A:15-1.15(a) and N.1. below, and N.J.S.A. 18A:35-18 and N.J.S.A. 18A:35-22.
  2. Students identified as MLs shall be assessed annually using ELP assessments to measure the progress toward English language proficiency and to determine readiness for exiting the LIEP. Students who meet the criteria for Statewide alternate assessments, pursuant to N.J.A.C. 6A:14-4.10(a)2, shall be assessed annually using an alternate ELP assessment.



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3. A ML enrolled in the LIEP shall be placed in a classroom(s) where the primary language of instruction is English when the ML has demonstrated readiness to exit a LIEP first by achieving the Department-established cut score on an ELP or alternate ELP assessment. The student's readiness shall be further assessed by the use of a Department-established English language observation form that considers, at a minimum: classroom performance; the student's reading level in English; the observations of the teaching staff members responsible for the educational program of the student; and performance on achievement tests in English.
  - a. Pursuant to 34 CFR §200.6(h)(4)(ii), a ML with a disability whose disability makes it impossible for the student to be assessed in a particular domain because there are no appropriate accommodations for assessing the student in that domain may be exited from ML status based on the student meeting the Department-determined cut score on the remaining domains in which the student was assessed.
4. When the review process for exiting a student from a LIEP has been completed, the district shall notify, by written communication, the student's parent of the placement determination. If the parent or a teaching staff member disagrees with the student's placement, the parent or teaching staff member may appeal the placement to the Commissioner of Education, pursuant to N.J.S.A. 18A:6-9 and N.J.A.C. 6A:3, after exhausting the school district's appeal process.
5. A parent may remove a student who is enrolled in a LIEP pursuant to N.J.S.A. 18A:35-22.1.
  - a. A student who is identified as a ML and whose parent refuses placement in a LIEP shall still access and meet the academic expectations of the NJSLS. Pursuant to N.J.A.C. 6A:8, N.J.A.C. 6A:15-1.6, and E. above, the district shall ensure that students whose parents refuse placement are provided the appropriate instructional adaptations and appropriate assessment modifications and accommodations for Statewide assessments.





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6. The district shall monitor, for a minimum of two years, the academic progress of students who are exited from a LIEP to ensure that the students are continually meeting or exceeding the NJSLS when the curriculum and instruction are delivered in English.
7. Newly exited students who are not academically progressing in classes where English is the primary language of instruction may be considered for reentry to a LIEP as follows:
  - a. After a minimum of one-half an academic year and within two years of exit, the teaching staff member delivering instruction in English may recommend retesting with the approval of the Principal.
  - b. A waiver of the minimum time limitation may be approved by the Executive County Superintendent upon request of the Superintendent if the student is experiencing extreme difficulty in adjusting to classes where English is the primary language of instruction.
  - c. The recommendation for retesting shall be based on the teaching staff member's documented observation of a student's academic performance and data-based determination that the student is experiencing difficulties due to problems in using the English language to communicate effectively with peers and adults; understand directions given by the teaching staff member; and/or comprehend basic verbal and written materials.
  - d. The student shall be tested using a different form of the English language proficiency assessment than the one used to exit the student from the LIEP.
  - e. If the student scores below the Department-determined cut score on the English language proficiency assessment, the student shall be reenrolled into a LIEP.



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I. Graduation Requirements for Multilingual Learners – N.J.A.C. 6A:15-1.10

All MLs shall satisfy requirements for high school graduation pursuant to N.J.A.C. 6A:8-5.1(a).

J. Location – N.J.A.C. 6A:15-1.11

1. All Kindergarten through twelfth-grade LIEPs shall be conducted within classrooms within the school district pursuant to N.J.S.A. 18A:35-20, except under the following circumstances:

- a. A LIEP is conducted in another school district as part of a joint program, pursuant to N.J.A.C. 6A:15-1.13 and L. below; or
- b. A ML's individualized learning opportunity, pursuant to N.J.A.C. 6A:8-5.1(a)2, occurs outside of the school district's classrooms.

K. Notification – N.J.A.C. 6A:15-1.12

1. The district shall notify, by written communication, the parent of a ML of the fact that their child has been identified as eligible for placement in a LIEP.

- a. The district shall issue the notification within thirty calendar days of the start of the school year.
- b. For a student who enrolls after the beginning of the school year, the district shall issue the notification within fourteen calendar days of the student being placed in a LIEP.

2. The notice shall be in writing and in the language in which the parent possesses a primary speaking ability, and in English, and shall include the following information:

- a. Why the student was identified as a ML;



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- b. Why the school district determined the student needs to be placed in a LIEP that will help the student develop and attain English proficiency and meet the NJSLs;
  - c. The student's level of English language proficiency, how the level of English language proficiency was assessed, and the student's performance in academic content areas;
  - d. The method of instruction the school district will use to serve the student, including a description of other instruction methods available and how those methods differ in content, instructional goals, and the use of English and a primary language, if applicable;
  - e. How the program will meet the student's specific needs in attaining English language proficiency and meeting or exceeding the NJSLs;
  - f. The program's exit requirements, the expected amount of time that the ML will need to successfully achieve in classrooms where the language of instruction is English, and, in the case of high school students, the expected rate of graduation;
  - g. How the LIEP will meet the objectives of the individualized education program of a student with a disability; and
  - h. A statement that the parent may decline the child's enrollment in a LIEP, and that the parent shall be given an opportunity to do so or to select a different type of LIEP service available at the child's school.
3. The district shall send progress reports to the parents of students enrolled in a LIEP in the same manner and frequency as progress reports are sent to the parent of other students enrolled in the school district.
  4. Progress reports shall be written in English and in the primary language spoken by the parent of students enrolled in the LIEP.



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5. The district shall notify the parent when the student meets the exit criteria and is placed in a monolingual English program. The notice shall be in English and in the language in which the parent possesses a primary speaking ability.
- L. Joint Programs – N.J.A.C. 6A:15-1.13
1. With approval of the Executive County Superintendent on a case-by-case basis, the Board of Education may join with another district Board to provide:
    - a. A LIEP; and
    - b. An individualized learning opportunity, pursuant to N.J.A.C. 6A:8-5.1(a)2, to a ML who chooses to utilize it to meet the 120-credit graduation requirement, in whole or in part.
- M. Parental and Family Engagement – N.J.A.C. 6A:15-1.14
1. The Superintendent or designee shall provide for the maximum practicable engagement of the parent of MLs in the development and review of program objectives and dissemination of information to and from the Boards of Education and communities served by the LIEP.
    - a. This duty includes ensuring all information regarding a ML’s educational experience is available in the language in which the parent possesses a primary speaking ability, and in English. This information includes, but it not limited to: district- and school-level policies; invitational letters regarding school or district programs; information regarding student discipline policies and procedures; registration and enrollment; report cards; requests for parent permission for student participation in district or school activities; parent-teacher conferences; parent handbooks; and gifted and talented programs.
  2. With the exception of a Board implementing an English language services or ESL program, each Board implementing a LIEP shall establish a parent advisory committee on bilingual education of which the majority membership shall be the parents of MLs.



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- N. Waiver Process Provided by Statute – N.J.A.C. 6A:15-1.15
1. A school district that has twenty or more students eligible for the bilingual education program in Kindergarten through twelfth-grade may request annual approval from the Department to waive the requirement at N.J.A.C. 6A:15-1.4(d) and C.4. above and, instead, to establish an instructional program alternative if the school district is able to demonstrate that it would be impractical to provide a full-time bilingual program due to the age range, grade span, and/or geographic location of eligible students.
    - a. Instructional program alternatives that shall be established include, but are not limited to: the bilingual part-time program; the bilingual resource program; the bilingual tutorial program; the sheltered English instruction program; and the high-intensity ESL program.
    - b. All instructional program alternatives shall be designed to assist MLs to develop English language proficiency while learning the knowledge and skills for academic content areas to meet or exceed the NJSLS.
    - c. Instructional program alternatives shall be developed in consultation with the Department based on student enrollment and achievement data.
    - d. A Board of Education implementing instructional program alternatives annually shall submit to the Department student enrollment and achievement data that demonstrate the continued need for the programs.
    - e. Instructional program alternatives shall be approved annually by the Department based on the Department's review of student enrollment and achievement data.

Issued:



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Prevention and Treatment of Sports-Related  
Concussions and Head Injuries

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[See POLICY ALERT Nos. 190, 194, 197, and 232]

## 2431.4 PREVENTION AND TREATMENT OF SPORTS-RELATED CONCUSSIONS AND HEAD INJURIES

A concussion is a traumatic brain injury caused by a blow or motion to the head or body that disrupts the normal functioning of the brain and can cause significant and sustained neuropsychological impairments including, but not limited to, problem solving, planning, memory, and behavioral problems. In order to ensure safety, it is imperative that student-athletes participating in a program of athletic competition, coaches, and parents are educated about the nature and treatment of sports-related concussions and other head injuries. Allowing a student-athlete to return to a program of athletic competition before recovering from a concussion increases the chance of a more serious brain injury.

This Policy and Regulation 2431.4 are consistent with the requirements of N.J.S.A. 18A:40-41.1 et seq., the New Jersey Department of Education Model Policy and Guidance for Districts on the Prevention and Treatment of Sports-Related Head Injuries and Concussions, and the recommendations developed by the Center for Disease Control and Prevention (CDC).

For the purpose this Policy and Regulation 2431.4, “program of athletic competition” shall include any competition or practice in high school interscholastic athletic programs, middle school interscholastic athletic programs where school teams or squads play teams or squads from other school districts, intramural athletic programs within a school or among schools in the district, and any cheerleading program or activity in the school district.

For the purpose of this Policy and Regulation 2431.4, “student-athlete” shall mean any student enrolled in a public or nonpublic school in New Jersey who is a participant in a program of athletic competition organized by the school district.

The staff member supervising the program of athletic competition shall take steps to prevent concussions and head injuries; ensure student-athletes have appropriate supervision and safety equipment; and ensure student-athletes avoid unsafe conditions.



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School staff members supervising programs of athletic competition; licensed athletic trainers; nurses; and school/team physicians shall be trained on the possible signs or symptoms of a concussion. Any possible signs or symptoms of a concussion shall be reported by the student-athlete or an observer to the staff member supervising the program of athletic competition; athletic trainer; school/team physician; school nurse; and/or parent.

The district will adopt an Interscholastic Head Injury Training Program to be completed by the school/team physician, licensed athletic trainer, coaches, and other appropriate district personnel pursuant to N.J.S.A. 18A:40-41.2.

Pursuant to N.J.S.A. 18A:40-41.4, a student-athlete who participates in a program of athletic competition and who sustains or is suspected of having sustained a concussion or other head injury while engaged in a program of athletic competition shall be immediately removed from the program of athletic competition by the staff member supervising the program or athletic competition. A student-athlete who was removed from a program of athletic competition shall not participate in further programs of athletic competition until the student-athlete: is examined by a physician or other licensed healthcare provider trained in the evaluation and management of concussions; receives written medical clearance from a physician trained in the evaluation and management of concussions to return to a program of athletic competition; and progresses through the steps outlined in the CDC's Six-Step Return to Play Progression. The student-athlete's written medical clearance shall be reviewed and approved by the school physician.

School personnel shall contact the parent of a student-athlete to inform them of a suspected sports-related concussion or head injury as soon as possible after the incident. School personnel shall provide the parent with a checklist or copy of the return to play protocols outlined in this Policy and Regulation 2431.4.

The student-athlete may not begin the CDC's Six-Step Return to Play Progression until the student-athlete receives a medical examination, provides the required written medical clearance, and the medical clearance is approved by the school physician.

Some symptoms may require immediate medical treatment. Emergency medical responders (911) shall be called if the student-athlete is experiencing a deterioration of symptoms; loss of consciousness; direct neck pain associated with the injury; or any other symptom that may require immediate medical treatment.



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The district will provide temporary supports to a student-athlete that has sustained a concussion or other head injury.

The Commissioner of Education and Commissioner of Health educational fact sheet that provides information concerning the use and misuse of opioid drugs in the event a student-athlete is prescribed an opioid for a sports-related injury shall be provided to the parents of student-athletes. The district shall obtain a signed acknowledgement of receipt by the student-athlete and their parent in accordance with the provisions of N.J.S.A. 18A:40-41.10.

The Board shall review this Policy and Regulation 2431.4 annually and update as necessary to ensure it reflects the most current information available on the prevention, risk, and treatment of sports-related concussions and head injuries pursuant to N.J.S.A. 18A:40-41.3.

The district shall provide a copy of this Policy and Regulation 2431.4 to all youth sports team organizations that operate on school grounds. In accordance with the provisions of N.J.S.A. 18A:40-41.5, the district shall not be liable for the injury or death of a person due to the action or inaction of persons employed by, or under contract with, a youth sports team organization that operates on school grounds, if the youth sports team organization provides the school district proof of an insurance policy of an 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 and a statement of compliance with this Policy and Regulation 2431.4.

Pursuant to N.J.S.A. 18A:40-41.5 and 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.

New Jersey Department of Education Model Policy and Guidance for Districts on the Prevention and Treatment of Sports-Related Head Injuries and Concussions – August 2023

N.J.S.A. 18A:40-41.1; 18A:40-41.2; 18A:40-41.2a;  
18A:40-41.3; 18A:40-41.3a; 18A:40-41.4;  
18A:40-41.5

Adopted:





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Prevention and Treatment of Sports-Related  
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[See **POLICY ALERT Nos. 194, 197, 226, and 232**]

## R 2431.4 PREVENTION AND TREATMENT OF SPORTS-RELATED CONCUSSIONS AND HEAD INJURIES

The following procedures shall be followed to implement N.J.S.A. 18A:40-41.1 et seq., the New Jersey Department of Education Model Policy and Guidance for Districts on the Prevention and Treatment of Sports-Related Head Injuries and Concussions, and Policy 2431.4.

### A. Prevention

1. The following steps may be taken to prevent concussions and head injuries and ensure the safety of student-athletes:
  - a. Limit the number of stunts during cheerleading practice.
    - (1) When stunting is performed, spotters shall be used and the surface shall be soft and in good condition; and
    - (2) Safe stunting techniques shall be taught and student-athletes shall not be permitted to attempt new or difficult stunts without proper instruction and a coach on hand.
  - b. Ensure student-athletes have appropriate supervision during practices and a designated safe practice facility in good condition for the activity.
  - c. Ensure the use of appropriate fitted and maintained safety equipment.
  - d. Ensure student-athletes avoid unsafe actions such as:
    - (1) Hitting another student-athlete in the head;
    - (2) Using their head to contact another student-athlete;



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- (3) Making illegal contacts; and
- (4) Trying to injure or put another student-athlete at risk for injury.
- e. Limit the amount of contact during practices. This may include:
  - (1) Limiting the amount of practice time that includes scrimmages or full-speed drills.
- f. Teach student-athletes proper techniques and ways to avoid hits to the head.
- g. Keep a close eye on student-athletes in positions that are at increased risk for concussion to help spot a potential concussion.

## B. Possible Signs or Symptoms of Concussion

- 1. Some mild traumatic brain injuries and concussion symptoms may appear right away, while others may not appear for hours or days after the injury. These symptoms may be observed by coaches, licensed athletic trainers, school/team physicians, school nurses, teachers, parents, or a teammate. Below are a few examples of possible signs and symptoms of a concussion:
  - a. The student-athlete grabs or holds head after a play or hit - “Hands to Head”;
  - b. The student-athlete appears to be “shaking it off”;
  - c. The student-athlete appears dazed or “foggy”;
  - d. The student-athlete forgets plays or demonstrates short term memory difficulty;
  - e. The student-athlete cannot recall injury or events just before or just after the injury;



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- f. The student-athlete answers questions slowly or inaccurately;
- g. The student-athlete has a headache;
- h. The student-athlete is nauseous or is vomiting;
- i. The student-athlete is experiencing balance problems or dizziness;
- j. The student-athlete is experiencing double vision or changes in vision;
- k. The student-athlete is experiencing sensitivity to light or sound/noise;
- l. The student-athlete is feeling sluggish or foggy;
- m. The student-athlete is having difficulty with concentration and short-term memory;
- n. The student-athlete is experiencing sleep disturbance; and
- o. The student-athlete is experiencing irritability and/or mood changes.

- 2. Any possible signs or symptoms of a concussion shall be reported by the student-athlete participating in a program of athletic competition to the coach(es), athletic trainer, school or team physician, school nurse, and/or parent.

## C. Treatment

- 1. Pursuant to N.J.S.A. 18A:40-41.4, a student-athlete who participates in a program of athletic competition and who sustains or is suspected of having sustained a concussion or other head injury while engaged in a program of athletic competition shall be immediately removed from the program of athletic competition by the staff member supervising the program of athletic competition.



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2. The staff member supervising the student-athlete during the program of athletic competition shall immediately contact the school physician, athletic trainer, or school nurse to examine the student-athlete.
3. Emergency medical responders (911) shall be called if the student-athlete is experiencing a deterioration of symptoms, loss of consciousness, or direct neck pain associated with the injury pursuant to D. below.
4. A student-athlete who is removed from a program of athletic competition shall not participate in further programs of athletic competition until:
  - a. The student-athlete is evaluated by a physician or other licensed healthcare provider trained in the evaluation and management of concussions and receives written clearance from a physician trained in the evaluation and management of concussions to return to the program of athletic competition; and
    - (1) The student-athlete's written medical clearance from a physician must indicate a medical examination has determined:
      - (a) The student-athlete's injury was not a concussion or other head injury, the student-athlete is asymptomatic at rest, and the student-athlete may return to regular school activities and is no longer experiencing symptoms of the injury while conducting those activities; or
      - (b) The student-athlete's injury was a concussion or other head injury and the student-athlete's physician will monitor the student-athlete to determine when the student-athlete is asymptomatic at rest and when the student-athlete may return to regular school activities and is no longer experiencing symptoms of the injury while conducting those activities.



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- (2) The student-athlete's written medical clearance shall be reviewed and approved by the school physician.
  - (3) A student-athlete who has suffered a concussion or other head injury may not begin the CDC's Six-Step Return to Play Progression as outlined in E. below until the student-athlete receives a medical examination and provides the required written medical clearance to the Principal or designee.
  - (4) A written medical clearance not in compliance with the provisions of C.4.a. above will not be accepted.
- b. A student-athlete who has suffered a concussion or other head injury returns to regular school activities without the need for additional support and is no longer experiencing symptoms of the injury when conducting those activities.
- (1) If school is in session, a student-athlete who has suffered a concussion or other head injury must return to regular school activities without symptoms or need for additional support before returning to a program of athletic competition as part of the CDC's Six-Step Return to Play Progression.
  - (2) If school is not in session, a student-athlete who has suffered a concussion or other head injury must return to their normal daily activities without symptoms as part of the CDC's Six-Step Return to Play Progression.
- D. Symptoms Requiring Immediate Medical Assessment (911/Emergency Evaluation)
1. The following symptoms requiring immediate medical assessment include, but are not limited to:
    - a. The student-athlete loses consciousness;



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- b. The student-athlete has a headache that gets worse and does not go away;
  - c. The student-athlete is experiencing weakness, numbness, decreased coordination, convulsions, or seizure;
  - d. The student-athlete is experiencing repeated vomiting and/or intractable retching;
  - e. The student-athlete is slurring speech or exhibiting unusual behavior (disoriented);
  - f. The student-athlete has one pupil (the black part in the middle of the eye) larger than the other; and
  - g. The student-athlete cannot recognize people or places and/or gets confused, restless, or agitated.
- E. CDC's Six-Step Return to Play Progression for Students Who Have Suffered a Concussion or Other Head Injury
- 1. The return of a student-athlete to a program of athletic competition shall be in accordance with the CDC's Six-Step Return to Play Progression recommendations and any subsequent changes or other updates to those recommendations as developed by the CDC. Recovery is individual.
    - a. As applicable, the student-athlete's treating healthcare provider may guide the student-athlete through the return to play protocol while experiencing mild symptoms as part of the treatment.
    - b. In addition, the student-athlete's treating healthcare provider may adjust the treatment plan prior to Step Six, full return to competition.
    - c. Clearance from a student-athlete's physician trained in the evaluation and management of concussions is required before returning to full competition.



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## 2. Six-Step Return to Play Progression

### a. Step 1: Back to Regular Activities

The student-athlete is back to their regular activities (such as school).

### b. Step 2: Light Aerobic Activity

The student-athlete shall begin with light aerobic exercise only to increase a student-athlete's heart rate. This means about five to ten minutes on an exercise bike, walking, or light jogging. No weightlifting at this point.

### c. Step 3: Moderate Activity

The student-athlete shall continue with activities to increase a student-athlete's heart rate with body or head movement. This includes moderate jogging, brief running, moderate-intensity stationary biking, or moderate-intensity weightlifting (less time and/or less weight from their typical routine).

### d. Step 4: Heavy, Non-Contact Activity

The student-athlete shall add heavy, non-contact physical activity, such as sprinting/running, high-intensity stationary biking, regular weightlifting routine, or non-contact sport-specific drills (in three planes of movement).

### e. Step 5: Practice & Full Contact

The student-athlete may return to practice and full contact (if appropriate for the sport) in controlled practice.

### f. Step 6: Competition

The student-athlete may return to competition.



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3. It is important for a student-athlete's parent(s), coach(es), and teachers to watch for concussion symptoms after each day's Six-Step Return to Play Progression activity.
  4. A student-athlete should only move to the next step if they do not exhibit any new symptoms at the current step.
  5. If a student-athlete's symptoms return or if they develop new symptoms, this could be a sign the student-athlete is overexerting. The student-athlete shall stop these activities and the student-athlete's medical provider shall be contacted. After more rest and no concussion symptoms, the student-athlete can start at the previous step.
- F. Temporary Supports for Student-Athletes with Sports-Related Head Injuries or Concussions
1. Initial rest followed by a gradual return to activity during healing is recommended. Accordingly, consideration of the cognitive effects in returning to the classroom is also an important part of the treatment of sports-related concussions and head injuries.
  2. Mental exertion increases the symptoms from concussions and affects recovery. To recover, cognitive rest is just as important as physical rest. Reading, studying, computer usage, texting, even watching movies if a student-athlete is sensitive to light/sound, can slow a student-athlete's recovery. Managing the symptoms through a balance of rest and activity is the key to recovery.
    - a. The district will provide support for student-athletes diagnosed with a concussion.
    - b. The student-athlete's health care provider will handle short-term medical accommodations.
  3. Collaboration between the student-athlete's health care provider and the school may be necessary. If accommodations are needed for an extended time, the district may want to consider implementing accommodations via a formalized 504 plan.





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4. The Principal or designee may address the student-athlete's cognitive needs in the following ways:
  - a. Limit the student-athlete's screen time;
  - b. Have the student-athlete take rest breaks as needed;
  - c. Have the student-athlete spend fewer hours at school;
  - d. Provide the student-athlete more time to take tests or complete assignments. (All courses should be considered);
  - e. Provide the student-athlete help with schoolwork;
  - f. Reduce the student-athlete's time spent on the computer, reading, and writing;
  - g. Provide or grant the student-athlete early passing time to avoid crowded hallways; and/or
  - h. Allow the student-athlete extra time to complete tests or coursework.
5. These supports and/or short-term medical accommodations may be addressed in an individualized healthcare plan for a student-athlete who has suffered a concussion or other head injury.
6. Concussions affect several aspects of brain function, including cognition, balance and coordination, visual tracking and processing, behavior, and others. The symptoms experienced, difficulties faced, and timeline for recovery will vary for each individual.
7. A brief period of relative rest followed by a gradual return to lighter activities is generally considered the best "medicine" for healing concussions or other head injuries. This may include relative rest from both physical and cognitive activities. Each injury, and therefore each treatment plan, is different. School personnel, in collaboration with the student-athlete, parents, and the student-athlete's health care provider, are in the best position to create flexible, temporary supports to meet the needs of each student-athlete.



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## G. Education

1. The CDC offers tips for health professionals and educators on their website. Interscholastic Head Injury Training Programs are available via the CDC website or the National Federation of State High School Associations.
2. This training shall be completed by the school/team physician, licensed athletic trainer, school nurses, coaches, and other relevant school personnel.

## H. Other Considerations

1. Educational information for student-athletes on the prevention of concussions shall be reviewed.
2. The importance of early identification and treatment of concussions to improve recovery shall be reinforced.
3. School personnel shall contact the student-athlete's parent and inform them of the suspected sports-related concussion or head injury before allowing the student-athlete to go home after a program of athletic competition.
4. School personnel shall provide the parent of the student-athlete with a checklist or copy of the return to play protocols including the requirement of written clearance from a physician trained in the evaluation and management of concussions before the student-athlete is able to return to a program of athletic competition.

## I. Interscholastic Head Injury Training Program

1. The district will adopt an Interscholastic Head Injury Training Program to be completed by the school/team physician, licensed athletic trainer, coaches, and other appropriate district personnel pursuant to N.J.S.A. 18A:40-41.2. The training program shall include:



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- a. The recognition of the signs of head and neck injuries, concussions, and second impact syndrome; and
    - (1) Pursuant to N.J.S.A. 18A:40-41.1.d., if a student-athlete sustains a second concussion while still having symptoms of a previous concussion, it can lead to the severe impairment and even the death of the student-athlete, and is referred to as second-impact syndrome.
  - b. The CDC's Six-Step Return to Play Progression or any subsequent changes or other updates developed by the CDC.
- J. "Return to Play Progressions" vs. "Therapeutic Progressions"
1. In many cases, after the initial rest period, concussed individuals may be encouraged to resume limited activities, including light physical and cognitive activities, even in the presence of some continued symptoms. This may be referred to as "therapeutic progressions," and while some of the activities may overlap with the CDC's Six-Step Return to Play Progression, it is different in the goals and intent from "return to play."
    - a. "Return to play" progressions are intended to test the concussed individual's readiness to perform the activity correctly, and to do so with no symptoms.
    - b. "Therapeutic" progressions are intended to help the individual recover and to help them improve their performance and tolerance to those activities. This may take several days, or longer, at any given step.
    - c. "Therapeutic progressions" should be recommended and supervised by a health care provider familiar with the evaluation and management of concussions, and monitored by a team including the student-athlete, parents, health care provider, and school personnel. Adjustments to the program should be in response to the student-athlete's



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overall symptom load and progress. It should be remembered that student-athletes may progress at different rates for various aspects of their injury, such as tolerating light to moderate aerobic activity before tolerating being in the classroom, or tolerating schoolwork done at home before tolerating the classroom and school environment. Of note, progressions in one aspect of the treatment plan can have a positive effect on other areas as the brain is returning to a more typical overall level of function. A successful treatment plan is one that can adapt appropriately for each student-athlete.

K. Educating the Community on the District Sports-Related Concussions and Head Injuries Policy

1. The Board shall review Policy 2431.4 and this Regulation annually, and update as necessary to ensure Policy 2431.4 and this Regulation reflect the most current information available on the prevention, risk, and treatment of sports-related concussions and head injuries.
2. The district may provide regular education and training for staff including administrators, teachers, paraprofessionals, and school counselors regarding concussions and other head injuries as head injuries can happen at any time during the school day or outside of school.
3. The district is in a unique position to promote healthy behaviors. The district can embed education related to the prevention and treatment of concussions and head injuries through the New Jersey Student Learning Standards Comprehensive Health and Physical Education Standard 2.3 – Safety. In addition, N.J.S.A. 18A:6-2 requires education in accident and fire prevention and N.J.S.A. 18A:35-5 requires education in injury or illness emergencies.

Adopted:



# POLICY GUIDE

TEACHING STAFF MEMBERS  
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Code of Ethics  
Feb 24

[See POLICY ALERT No. 232]

## 3211 CODE OF ETHICS

The Board of Education endorses the code of ethics for professional educators published by the National Education Association (**NEA**).

### Preamble

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nature of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues; of students; of parent(s) ~~or legal guardian(s)~~; and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

The remedies specified by the NEA and/or its affiliates for the violation of any provision of this Code shall be exclusive and no such provision shall be enforceable in any form other than one specifically designated by the NEA or its affiliates.

### Principle I – – Commitment to the Student

The educator strives to help each student realize **their** ~~his/her~~ potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:--

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.



# POLICY GUIDE

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2. Shall not unreasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not, on the basis of **any of the protected categories listed at N.J.A.C. 6A:7-1.1(a)** ~~race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation~~, unfairly:--
  - a. Exclude any student from participation in any program;
  - b. Deny benefits to any student; **or**
  - c. Grant any advantage to any student.
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

## Principle II -- Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.



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In fulfillment of the obligation to the profession, the educator:--

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent **their** ~~his/her~~ professional qualifications.
3. Shall not assist entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not assist a non-educator in the unauthorized practice of teaching.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

**N.J.A.C. 6A:7-1.1; 6A:7-1.3**

Adopted:



## District Policy

### **5520 – ~~[DISORDER AND]~~ DEMONSTRATIONS**

Section: Students  
Date Created: March 2012  
Date Edited: March 2024

The Board of Education is responsible for providing a thorough and efficient system of education for pupils in this district and is authorized to ~~[preserve order so]~~ **ensure** that the system may function properly. Pupils will not be disturbed in the exercise of their constitutionally guaranteed rights to assemble peaceably and to express ideas and opinions, privately or publicly, provided that their activities do not infringe on the rights of others and do not interfere with the operation of the educational program.

**While students are encouraged to exercise their right to peacefully assemble and express their views, it is expected that students comport themselves in a manner that enhances the integrity and impact of their message. Behavior inconsistent with the values or objectives of the demonstration, including acts of vandalism, violence, or disrespectful conduct, detracts from the intended message and undermines the purpose of the demonstration,**

The Board will not permit the conduct on school premises of any willful activity engaged in by an individual acting alone or by a group of individuals that interferes with the orderly operation of the educational program or offends the rights of others. The Board specifically prohibits any assembly or expression that materially disrupts instruction; is obscene, slanderous, or grossly prejudicial; advocates the use of dangerous or harmful materials; advocates the use of force or the violation of law or school rules; or advertises goods or services for unauthorized commercial gain.

Disorderly pupils will be disciplined in accordance with law and Board Policy No. 5600; staff members who assist pupils in disorderly conduct may be subject to disciplinary measures.

The Board directs all staff members to attempt to resolve pupil conflict and dissent by reason and arbitration. Pupils who express dissent should be made aware of the lawful procedures available to them for the resolution of their grievances.

The Superintendent shall establish procedures for the prompt resolution of any disorder that occurs on school premises. The Building Principal shall be responsible for the identification and resolution of disorders in any school building and may summon law enforcement officers as necessary.

**After a demonstration, a review session will be convened, where feasible and at the discretion of the Building Principal, between students and relevant adults to facilitate an open dialogue about the demonstration, its objectives, and any concerns or feedback. This forum aims to foster mutual understanding, address any issues that arose during the demonstration, and**



**explore constructive ways to further advocate for the demonstrated cause within the school community.**

N.J.S.A. 2C:12-3; 2C:33-1; 2C:33-2; 2C:33-8

N.J.S.A. 18A:6-1; 18A:37-1; 18A:37-2

Adopted: 14 March 2012

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[See **POLICY ALERT No. 232**]

## R 5440 HONORING STUDENT ACHIEVEMENT

### A. Honor Rolls

1. Students in grades **5-12** who distinguish themselves by high academic achievement will be listed on an honor roll at the end of each marking period. Two rolls will be published: honors and high honors.
  - a. The high honor roll will include all students who have achieved a grade of not less than **A** in all subjects in that marking period.
  - b. The honor roll will include all students who have a grade of **B** or better in all subjects, excluding those students named to the high honor roll in that marking period.
  - c. A student who has been given a grade of incomplete in any subject will be ineligible for an honor roll in that marking period.
  - d. A student who has dropped a course after the mid-point of the marking period will be ineligible for an honor roll in that marking period.
2. Students in grades **5-12** who have achieved academic distinction for the school year will be listed on an honor roll at the end of the school year. Two year-end rolls will be published: honors and high honors.
  - a. The high honor roll will include all students who have achieved a final grade of at least **A** in all subjects.
  - b. The honor roll will include all students who have a final grade of **B** or better in all subjects, excluding those students named to the high honor roll.



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- c. A student who has been given a final grade of incomplete in any subject will be ineligible for a year-end honor roll.
    - d. A student who has dropped a course after the mid-point of the last marking period will be ineligible for a year-end honor roll.
  3. The honor rolls will be prepared by **the building administrator** who will review all report cards to ensure that all eligible students are listed.
  4. Each Principal will display in **their** ~~his/her~~ school the honor rolls listing students enrolled in that school.
- B. Academic Awards
  1. The student who has achieved the highest scholastic rank in the graduating class will be recognized as class valedictorian and will be presented with **a distinction on their diploma**.
  2. The student who has achieved the second highest scholastic rank in the graduating class will be recognized as class salutatorian and will be presented with **a distinction on their diploma**.
  3. The following academic achievement(s) **see attached** will be recognized by the presentation of **plaque or certificate** (trophy, plaque, certificate, or other award).
  4. The following academic achievements will be recognized by the inscription of the student's name on a plaque permanently maintained and displayed in the **campus main lobby**.
  5. The selection of students for academic recognition on a basis other than numerical ranking will be made by an awards committee comprised of **administrators and teachers** and representatives of **Teaneck community**.



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Honoring Student Achievement

- a. The committee will annually review all academic awards for their continuing relevance to the educational goals and objectives established by the Board of Education and will recommend to the **Principal and Superintendent** the removal and/or addition of awards.
  - b. The committee will establish and publish specific criteria for each academic award.
  - c. The committee will rigorously ensure that no student is denied an award or the opportunity to compete for an award on the basis of **the protected categories listed at N.J.A.C. 6A:7-1.1(a)** ~~his/her race, color, creed, religion, national origin, ancestry, age, marital status, affectational or sexual orientation or sex, social or economic status, or disability~~ in accordance with law and Policy No. 5750.
6. Academic awards offered by individuals and special interest organizations will be permitted subject to Policy No. 9700.

## C. National Honor Society

Students who meet the admission qualifications established by the National Honor Society and the **middle school and high school** Chapter will be elected to membership in the Society.

## D. Co-curricular Awards

1. The following recognitions will be made of individual students who have achieved distinction in co-curricular activities other than athletics.  
**List of recognitions available at the campus**
2. Students who have been participating members of the following organizations at least **one year** (one semester, one-half the school year, other) will be recognized by the presentation of the award designated:



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Organization Award (list specific plaque, certificate, etc.)

Band	<u>Certificates</u>
Orchestra	<u>Certificates</u>
Chorus	<u>Certificates</u>
School newspaper	<u>Certificates</u>
Chemistry team	<u>Certificates</u>
(other)	_____

3. Individual students selected to participate on one of the following all-state organizations will be recognized by the presentation of N/A
4. The selection of students for co-curricular recognition on a basis other than their membership in an organization will be made by an awards committee comprised of **administrators and faculty** and representatives of **the Teaneck community**.
  - a. The committee will annually review all co-curricular awards for their continuing relevance to the educational goals and objectives established by the Board of Education and will recommend to the **Principal and Superintendent** the removal and/or addition of awards.
  - b. The committee will establish and publish specific criteria for each co-curricular award.
  - c. The committee will rigorously ensure that no student is denied an award or the opportunity to compete for a co-curricular award on the basis of **any of the protected categories listed at N.J.A.C. 6A:7-1.1(a)** ~~his/her race, color, creed, religion, national origin, ancestry, age, marital status, affectational or sexual orientation or sex, social or economic status, or disability~~, in accordance with law and Policy No. 5750.



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5. Co-curricular awards offered by individuals and special interest organizations will be permitted subject to Policy No. 9700.

## E. Additional Recognitions

Because it is not possible to anticipate the achievements of students in all areas of school and community life, all teaching staff members are directed to be alert to the outstanding accomplishments of students other than those listed in this regulation. Any such accomplishment should be reported to the **Principal and Superintendent** with a recommendation that the Board consider appropriate recognition of the student.

## F. Presentations

1. The following award(s) **Valedictorian/Salutatorian** will be announced and presented at the high school graduation ceremony.
2. The following award(s) **List of recognitions available at the campus** will be announced and presented at an awards ceremony preceding graduation.
3. The following award(s) **List of recognitions available at the campus** will be announced and presented at the annual **Honors Convocation** dinner.
4. Honor rolls and awards, academic and co-curricular, will be released for publication in accordance with Policy No. 8330.

Issued:



# POLICY GUIDE

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Sportsmanship  
Feb 24

[See POLICY ALERT No. 232]

## 5570 SPORTSMANSHIP

The Board of Education requires that all individuals involved in or attending the athletic and intramural programs sponsored by the Board exhibit sportsmanship when representing the school at any athletic event. Sportsmanship is defined as abiding by the rules of the contest as defined or accepted by the participating teams ~~and the gracious acceptance of victory or defeat~~. In exhibiting sportsmanship all participants shall:

1. **Respect** ~~Understand~~ and follow the rules of the contest;
2. Recognize skilled performance of others regardless of affiliation;
3. Display respect for all individuals participating in the athletic event;
4. Treat opponents in an empathetic manner; and
5. Congratulate opponents in victory or defeat.

**Unsportsmanlike conduct** ~~Failure to exhibit good sportsmanship~~ shall include, but not be limited to, the following ~~conduct~~:

1. Any person (**athletic department, staff member, student athlete, or a fan or spectator associated with the school district**) who strikes or physically abuses an official, coach, player, or spectator;
2. Any person (**athletic department, staff member, student athlete, or a fan or spectator associated with the school district**) who intentionally incites participants or spectators to **violent or** abusive action;
3. Any person (**athletic department, staff member, student athlete, or a fan or spectator associated with the school district**) who uses obscene gestures or **profane or** unduly provocative language or action towards officials, coaches, opponents, or spectators;



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Sportsmanship

- ~~4. Any school or athletic staff member who is publicly critical of a game official or opposing coaches and/or players;~~
45. Any person (**athletic department, staff member, student athlete, or a fan or spectator associated with the school district**) who engages in **harassing verbal or physical** conduct which exhibits bias based on **any of the protected categories listed at N.J.A.C. 6A:7-1.1(a) race, color, creed, religion, national origin, ancestry, age, marital status, affectational or sexual orientation or sex, social or economic status, or disability; and**
5. **Any school or athletic staff member who is publicly critical of a game official, opponents, and/or opposing coaches/players;**
- ~~6. Schools or school organizations engaging in pre-event activities of an intimidating nature, e.g. use of fog machines, blaring sirens, unusual sound effects or lighting, or similar activities.~~

## **Optional**

- ~~6~~7. Other conduct judged by the **Principal or designee** \_\_\_\_\_ to be unsportsmanlike in character; and ~~7~~

## **Optional**

- ~~7~~8. Any violation of the rules of the New Jersey State Interscholastic Athletic Association.~~8~~

**Schools are not permitted to conduct pre-meet/game activities of an intimidating nature, e.g., the use of fog machines, the blaring of sirens or loud music/unusual sound effects, strobe/unusual lighting effects, or similar type activities.**

Failure to exhibit good sportsmanship may **subject the individual to disciplinary action as deemed appropriate by the Board** ~~result in the Board denying the opportunity for any individual to participate in the athletic program or attend athletic events.~~

**NJSIAA General Information Constitution By-laws Rules and Regulations  
2023-2024 Guidelines  
N.J.A.C. 6A:7-1.1; 6A:7-1.3**

Adopted:





# POLICY GUIDE

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**Equitable** ~~Equal~~ Educational Opportunity

Feb 24

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[See POLICY ALERT Nos. 209 and 232]

## 5750 **EQUITABLE** ~~EQUAL~~ EDUCATIONAL OPPORTUNITY

The Board of Education **will ensure** ~~directs that~~ all students enrolled in the schools of this district shall be afforded **an equitable** ~~equal~~ educational **opportunity** ~~opportunities~~ in strict accordance with law. No student shall be denied access to or benefit from any educational program or activity or from a co-curricular or athletic activity on the basis of **any of the protected categories listed at N.J.A.C. 6A:7-1.1(a)** ~~the student's race, color, creed, religion, national origin, ancestry, age, marital status, affectational or sexual orientation, gender, gender identity or expression, socioeconomic status, or disability~~. The Board shall assure that all students are free from harassment, sexual or otherwise.

The Board directs the Superintendent to allocate faculty, administrators, support staff members, curriculum materials, and instructional equipment supplies among and between the schools and classes of this district in a manner that ensures equivalency of educational opportunity throughout this district. The school district's curricula in the following areas will ~~eliminate discrimination~~, promote mutual acceptance and respect among students, and enable students to interact effectively with others, regardless of **any of the protected categories listed at N.J.A.C. 6A:7-1.1(a)** ~~race, color, creed, religion, national origin, ancestry, age, marital status, affectational or sexual orientation, gender, gender identity or expression, socioeconomic status, or disability~~:

1. School climate/learning environment;
2. Courses of study, including **p**Physical **e**Education;
3. Instructional materials and strategies;
4. Library materials;
5. Software and audio-visual materials;
6. Guidance and counseling;
7. Extra-curricular programs and activities; **and**
8. Testing and other assessments.



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## Equitable ~~Equal~~ Educational Opportunity

~~The school district's curricula will include Multi-cultural Education content and practices, instruction on African American History in the teaching of U.S. History and instruction on the Holocaust and other acts of genocide.~~

Affirmative action shall be taken to ensure that students are protected from the effects of discrimination, in accordance with Policy 2260. Students who experience less than equal educational opportunities or experience discrimination shall use the procedure established by Regulation 5750 to report and/or appeal any harassment or discriminatory practice.

The conduct of teaching staff members shall exemplify the highest principles of equality and democracy. Conduct and attitudes that display discrimination are contrary to the policies of this Board and, further, are destructive to the self esteem that this Board wishes to encourage in all students. A teaching staff member's act of derision or enmity, in any form, against a person or persons on the basis of **any of the protected categories listed at N.J.A.C. 6A:7-1.1(a)** ~~race, color, creed, religion, national origin, ancestry, age, marital status, affectational or sexual orientation, gender, gender identity or expression, socioeconomic status, or disability~~ shall be considered to be conduct unbecoming to a professional staff member of this district and shall be subject to appropriate discipline.

The Superintendent shall develop and promulgate a procedure by which a student or parent may appeal Board policy, district practice, or the act or omission of any district employee that allegedly violates this ~~P~~policy.

42 U.S.C.A. 12101

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

N.J.S.A. 18A:4A-1 et seq.; 18A:6-5 et seq.; 18A:36-20

~~N.J.S.A.~~

N.J.A.C. 6A:7-1.1 ~~et seq.~~; **6A:7-1.3**; 6A:14-1.2

Adopted:



# POLICY GUIDE

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Secret Societies  
Feb 24

## 5841 SECRET SOCIETIES

The Board of Education ~~prohibits certain~~ affirms the legislative prohibition of student organizations **declared harmful as defined in N.J.S.A. 18A:42-5 and 18A:42-6** with closed membership practices as hostile to the democratic ideals of public education.

No ~~student social~~ organization of ~~students~~ will be granted the use of school facilities or permitted the use of the name of the school or this school district unless that organization has first been approved by the **Principal or designee** \_\_\_\_\_. The application for such approval will set forth the purposes, constitution, and bylaws of the organization; its membership qualifications; and the process by which a person becomes a member.

No **student** organization will be approved if its purposes conflict with the authority and goals of this Board or the best interests of the students of this district; if membership is drawn from outside the currently enrolled student body; if membership qualifications are based on considerations of **any of the protected categories listed at N.J.A.C. 6A:7-1.1(a)** ~~race, color, creed, religion, national origin, ancestry, age, marital status, affectational or sexual orientation or sex, social or economic status, disability or political beliefs,~~ or any other consideration not appropriate to the purpose of the organization; or if any qualifying student who applies may be denied membership.

Nothing in this ~~P~~olicy shall prevent or otherwise deny participation in constitutionally protected prayer consistent with protections of the First Amendment of the United States Constitution.

A student who seeks to form or is a member of a fraternity, sorority, or other secret organization formed in whole or in part of students enrolled in this district may be disciplined by this Board. The Board reserves the right to require that any student attest as to **their** ~~his/her~~ membership in a secret organization.

N.J.S.A. 18A:42-5; 18A:42-6  
**N.J.A.C. 6A:7-1.1; 6A:7-1.3**

Adopted:



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Equal Access of Student Organizations

Feb 24

[See POLICY ALERT No. 232]

## 5842 EQUAL ACCESS OF STUDENT ORGANIZATIONS

The Board of Education will permit the use of school facilities by student-initiated organizations for non-curricular student activities. A student-initiated organization, regardless of the size of the group, will not be denied an opportunity to meet and use school facilities on the basis of **any of the protected categories listed at N.J.A.C. 6A:7-1.1(a)** or the religious, political, philosophical, or other content of the speech at their meeting.

An application for permission to meet on school premises shall be made to the **Principal or designee** \_\_\_\_\_, who shall grant permission provided **it is that he/she determined**s that:

1. The activity has been initiated by students;
2. Attendance at the meeting is voluntary;
3. ~~No agent or employee of the district will promote, lead, or participate in the meeting;~~
34. The meeting is for a lawful purpose;
45. The meeting does not materially and substantially interfere with the orderly conduct of instructional activities in the school;
56. Nonschool persons do not direct, conduct, control, or regularly attend the activity; and
67. The activity is adequately supervised by appropriately certified school district staff.

A student-initiated group granted permission to meet on school premises shall be subject to the same rules and regulations that govern the meetings of student organizations sponsored by this Board, except as provided by this **Pp**olicy.



# POLICY GUIDE

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Equal Access of Student Organizations

Participation in a student-initiated meeting must be available to all students who wish to attend and cannot be denied on the basis of **any of the protected categories listed at N.J.A.C. 6A:7-1.1(a)** ~~a student's race, color, creed, religion, national origin, ancestry, age, marital status, affectational or sexual orientation or sex, social or economic status, or disability.~~ The Board will not permit the organization of a fraternity, sorority, or secret society **in accordance with N.J.S.A. 18A:42-5 and 18A:42-6.** ~~A student initiated meeting may be attended by no more than \_\_\_\_\_ outside resource person(s).~~

Access to school facilities by student organizations will be provided within the governing principles of the First Amendment of the Constitution of the United States.

**School district staff involvement in student organizations shall be in accordance with the governing principles of the First Amendment of the Constitution of the United States.**

An appropriately certified staff member shall be assigned to attend a student-initiated meeting in a custodial capacity and shall not participate in the activity while serving in this custodial capacity. No teaching staff member shall be **required** ~~compelled~~ to attend a student-initiated meeting if the content of the speech at the meeting is contrary to **their** ~~his/her~~ beliefs.

The ~~Building~~ Principal **or designee** may take such actions as may be necessary to maintain order and discipline on school premises and to protect the safety and well-being of students and staff members.

20 U.S.C.A. 1701 et seq.

United State Department of Education – Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools

**N.J.A.C. 6A:7-1.1; 6A:7-1.3**

Adopted:



# POLICY

## Teaneck Board of Education

Section: Property  
7510. USE OF SCHOOL FACILITIES  
Date Created: March 2012  
Date Edited: March 2021

### 7510. USE OF SCHOOL FACILITIES

The Board of Education believes the school facilities of this district should be made available for community purposes, provided that such use does not interfere with the educational and co-curricular programs of the school district. For the purpose of this policy, “school facilities” also includes school grounds.

The Board will permit the use of school facilities when such permission has been requested in writing and has been approved by the Business Administrator/Board Secretary. The Board reserves the right to withdraw permission after it has been granted in the event circumstances change requiring such school facilities or school grounds will be needed for a school district purpose or due to a school closing due to weather or other emergency.

In weighing competing requests for the use of school facilities, the Board will give priority to the following applicants, in the descending order given:

- A. Class I: community-based organizations. A community based organization must be a) representative of the Teaneck Township community or significant segments of the community and b) provide educational, recreational, athletic or related services to the community;
- B. Class II: non-profit 501(c)(3) and/or other charitable organizations;
- C. Class III: for-profit organizations;
- D. No other organization or individuals will be permitted use without express written permission of the Board of Education.

Each user shall present evidence of the purchase of organizational liability insurance to the limit as prescribed by district regulations. Each user shall inspect any facility or school grounds to be used prior to such use and shall notify a district representative of any existing safety or dangerous conditions. In the event such conditions exist, the district may cancel or modify the user’s access to the school facility **including subsequent or recurrent reservations** until such conditions are addressed. Users shall be financially liable for damage to the facilities and for proper chaperonage as required by the school district administration. **The user shall reimburse the Board for the costs of any and all repairs resulting from damage from the user.**

Use of school equipment in conjunction with the use of school facilities must be specifically requested in writing and may be granted in accordance with Policy No. 7520. The users of school equipment must accept liability for any damage or loss to such equipment that occurs while it is in their use, regardless of any assignment of negligence. Where rules so specify, certain items of equipment may only be used by a qualified operator approved by the school district administration.

The Board shall approve annually a schedule of fees for the use of school facilities based upon the following guidelines:

1. The use of school facilities for activities Classes I and II shall be without cost to the user except that the user shall be responsible for **prepayment of** any custodial and service costs incurred by **such [the]use [on Sunday]** at a rate set forth by the Board.
2. All other organizations or persons granted the use of school shall pay in advance the scheduled fee required by the use, in addition to any custodial or service fees incurred.

The school district shall provide a copy of Policy and Regulation 2431.4 – Prevention and Treatment of Sports-Related Concussions and Head Injuries to all youth sports team organizations that operate on school grounds or in school facilities. In accordance with the provisions of N.J.S.A. 18A:40-41.5, the school district shall not be liable for the injury or death of a person due to the action or inaction of persons employed by, or under contract with, a youth sports team organization that uses school facilities or operates on school grounds if the youth sports team organization provides the school district proof of an insurance policy 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.

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.

**The user is responsible for the provision and costs of security personnel when facilities are being used in connection with a request for use of school facilities. The Board will provide security personnel at the cost of the user. In the event that security personnel employed directly by the Board are unavailable to provide services for an event or activity, the user must obtain approval from the Board for any and all alternative licensed security guards or agencies. The user acknowledges and agrees to hold the Board harmless from any claims, damages, or liabilities arising out of or related to the absence of security personnel or services during use.**

The Superintendent shall develop regulations for the use of school facilities; such regulations shall be distributed to every user of the facilities and every applicant for the use of school facilities. Permission to use school facilities shall be granted only to persons and organizations that agree to the terms of Policy and Regulation 7510, the requirements as outlined in the use of

school facilities application, and in accordance with the terms outlined in the approval granted by the school district.

N.J.S.A. 18A:20-20; 18A:20-34

Adopted: 14 March 2012

Revised: 11 December 2019

Revised: 24 March 2020

Revised: 17 March 2021

Revised: 19 March 2024



# District Regulation

## **7510 - USE OF SCHOOL FACILITIES**

Section: Property Date Created: March 2012 Date Edited: March 2024

### General

The Board reserves the sole right to fully limit, control, and determine the conditions of any and all uses of school facilities by non-school organizations or persons. Non-school organizations (or persons) are defined as those whose activities are not under the full and direct control of the Board.

Any application and approval for facility use does not constitute a landlord-tenant relationship. It is a use permit, revocable for good cause or which may be transferred by the School Business Administrator/Board Secretary to another facility when required by a school need.

Application for use of a building will not be granted whenever, in the judgment of the Principal or School Business Administrator/Board Secretary, the health or safety of the building and/or its occupants will be affected adversely. Violation by the applicant of any rule or regulation or condition governing the use of school buildings will be cause for the cancellation of all existing use permits.

A use permit may not be transferred from one organization to another. Any attempt to so transfer a use permit will result in such permit being deemed, immediately, null and void.

No privileges for use of any facilities other than those stated in the use permit will be granted. No modifications, changes, additions, installations, or alterations to any of the building, facilities, utilities, or equipment are permitted.

Custodial personnel must be on duty the entire time a building is occupied. There will be no exceptions. Custodians, as stewards of school property, will require applicants to adhere to the rules governing rental of school building facilities. In extreme cases of violations of these rules, a custodian can require an applicant to cease all activities and vacate the premises. All fees will be forfeit by the applicant in such instances.

School buildings must be vacated by the time stipulated in the application, but not later than 10:30 p.m. (elementary schools) or 12:00 midnight secondary schools) unless special permission is granted by the School Business Administrator/Board Secretary at the time of the application. It is noted that when custodians are required to work past 12:00 midnight, different fee rates may apply.

Authorized school district personnel and Board trustees will have free access to all areas of the school facilities at all times, including periods when the facilities are used by the applicant

The following schedule of charges apply for each individual date of use for groups B, C and D.

### A. Applicants Must

1. Agree to comply strictly with all township ordinances and rules and regulations of the Board of Health and Police and Fire Departments regarding public assemblies. Use of facilities will be limited to capacity approved by the local Fire Department. If it is necessary to have a uniformed fireman present to enforce this safety regulation, this will be at the expense of the applicant.
2. Provide a Certificate of Insurance with:
  - a. Liability coverage acceptable to the School Business Administrator/Board Secretary, and
  - b. That specifically holds harmless the Board of Education, its agents and employees from liability for injury or damage to any person or property of any person, on school premises during the term of the permit to the School Business Administrator/Board Secretary at least three work days in advance of the first day of use.
3. Satisfy the Board of Education's representative that they are responsible, that they will guarantee orderly behavior, and that they will underwrite any damage due to their use of any Board property. This specifically includes assumption of all responsibility by the applicant for the action of its members, invitees, and others using the facilities under its auspices. Abuse of the use permit will constitute grounds for cancellation of **subsequent or reoccurring** reservations [~~already made~~] and refusal of new reservations. **The Applicant shall reimburse the Board for the costs of any and all repairs resulting from damage from the Applicant's usage.**
4. Supply all equipment (other than furniture already in the school) necessary for their activities. Use of 'built-in' school equipment will be permitted if requested in the initial application for use and with the approval of the School Business Administrator/Board Secretary. School pianos may be used provided the Principal approves. Pianos may not be moved except by professional moving men arranged for and paid by the applicant. Tuning, paid for by the applicant, may only be done by professionals approved by the School Business Administrator/Board Secretary or the Principal.
5. Set up and remove (at the end of use) all equipment and materials (except school furniture) necessary for their activities at times which do not conflict with school programs.
6. Offer neither gratuities nor payments of any kind, except as outlined in these regulations, to any Board employee; nor make any arrangements for Board employees to provide any service to the applicant, which by these regulations, are the applicant's responsibility

## B. Health and Safety

1. No smoking will be permitted in school buildings or on school grounds.
2. No alcoholic beverages or non-physician prescribed drugs are permitted on, or to be consumed in school buildings or on school grounds.

3. The ambient air temperature of buildings or facilities will not be raised or adjusted for non-school building uses. The applicant is asked to take special note of this regulation. Only the School Business Administrator/Board Secretary shall have authority to modify this regulation. Violation of these rules may result in the immediate cessation of the use permit with no rebate of fees.

#### C. Availability

1. School activities have priority in the use of school facilities.
2. Applicants may request a particular facility, and if no school program has been scheduled, the facility will be reserved for the applicant. If, in the opinion of the Board representatives, the applicant's program should be moved to another facility another facility will be made available. All reasonable attempts to make the alternate facility as equivalent as possible to that which was originally requested will be made.
3. In all instances, building facility use is subject to the availability of custodial personnel. At no time shall facility use be granted without a school employed custodian being on duty.
4. The high school football stadium and track shall only be available for use as follows (in priority order):
  - a. Teaneck High School athletics and band
    - (1) Fall - football games
    - (2) Spring - track meets
    - (3) Band - Fridays for formations (fall only)
  - b. Teaneck High School physical education program (fall).
  - c. State or league athletic association games or meets (to which THS belongs), given prior approval of the Athletic Director and School Business Administrator/Board Secretary.
  - d. Open community use of the track (all year).
  - e. Teaneck junior football regular seasons schedule and playoff home games with prior approval of the Athletic Director and the School Business Administrator/Board Secretary (fall only).
  - f. Township Recreation Department summer programs (east of the playing field and track).

#### D. Application Procedures

1. Non-school organizations without an organization classification may not use Teaneck public school facilities.

2. To request the use of a facility, an organization must complete an Application for Use of School Building Facilities at the building for which use is desired at least ninety calendar days in advance of the planned activity.
3. The Building Principal will review the application for completeness, fill in additional information as necessary, reserve the facility for reject, in writing, the application if the facility is not available, and forward the application to the Business Office within two work days.
4. Upon receipt of the application, the Business Office will confirm the organization's classification and certificate of insurance, contact the maintenance department for appropriate staffing, and determine fees if chargeable.
5. The Business Office will notify the applicant and the Building Principal of the arrangements and request receipt of fees (if any) no later than ten calendar days prior to the activity.
6. Usage fees will be sent to the Business Office. If user fees are not received by the tenth calendar day prior to the activity, the Business Office will supply a written cancellation notice to both the applicant and the Building Principal.

#### E. Applicant Classification

##### 1. Initial Application

- a. All non-school organizations, prior to any use of school facilities, must apply to the School Business Administrator/Board Secretary and receive an organization classification at least thirty calendar days prior to the intended date of facilities use.
- b. Documentation of applicant's statements may be required when necessary to properly determine classification.
- c. Classifications will be permanent unless a re-classification is warranted.

##### 2. Re-classification

- a. Any organization not using school facilities for two years or longer must be re-classified.

- b. If there is a change in any of the information on which the classification was based, an organization must notify the Board offices and immediately apply for a re-classification.
- c. If, in the judgment of the School Business Administrator/Board Secretary, subsequent information indicates the possible need for a re-classification, the organization must re-file for a re-classification before any further use of school facilities will be permitted.

### 3. Appeal

- a. If an organization disagrees with the classification assigned, it must first attempt to resolve the problem with the School Business Administrator/Board Secretary.
- b. If unresolvable, the organization may appeal, in writing only, to the Board. The appeal must set forth the reasons the organization feels it is entitled to another classification and any additional information requested by the Board must be supplied.
- c. The Board will make the final determination of classification.

### 4. Criteria

An organization's classification will be based on two types of criteria: characteristics and function.

- a. Function - states the organization's primary reason(s) for being:
  - (1) Group A - Organizations supporting Teaneck schools. Its programs Teaneck youth, youth activities, or service work. (Highest rank)
  - (2) Group B - Educational, intellectual, artistic and social organizations; U.S., New Jersey, Bergen County, and Teaneck Township governmental bodies and sub-units; Recognized charitable or public service organizations; Groups affiliated with recognized religious denominations but not religious services or activities. (Second highest rank)
  - (3) Group C - Not-For-Profit groups or organizations and organizations of limited purpose and interest. (Third highest rank)
  - (4) Group D - Religious services or activities commercial/ for profit organizations and political or quasi-political organizations supporting

or opposing persons, causes, principles, or opinions, or for personal purposes. (Fourth rank)

b. Characteristics - embody the organization's intent to service Teaneck schools and residents and used to further define the organization's function:

(1) Activity Center - an organization located in Teaneck primarily servicing Teaneck schools, residents, or community purposes.

(2) Membership - an organization whose membership is open to anyone expressing an interest in participating in the organizations activities and the membership rolls of the organization are fifty percent Teaneck residents.

(3) School/Community Interest - an organization whose major objectives are to serve a broad spectrum of Teaneck Schools and community interests, especially the needs of the youth of Teaneck.

#### F. Approved Activities

Non-school organizations may use school facilities for the following types of Board approved activities:

1. General/Membership Meeting - a general purpose meeting for the conduct of business or welfare of the membership.
2. Patriotic Observation - an activity solely for patriotic themes or activities.
3. Educational Programs or Courses/Seminars/Lectures/Exhibitions activities with a definite educational goal or instructive or informative purpose.
4. Competitions - (not sports or athletic) a competitive activity such as a tournament or judged activity.
5. Recreation/Athletics/Sports - Physical and social activities whether competitive or non competitive.
6. Concerts/Recitals/Plays/Drama - (including rehearsals) includes the broad range of artistic activities.
7. Fund Raisers - any activity for the purpose of raising funds or which results in the raising of funds for an organization or any of its purposes.
8. Religious Services - services or activities with the intent to worship. This activity is included as an approved use for individual events only.

9. Rallies/Support Meetings - an activity for the purpose of supporting or opposing, or gaining support or opposition for persons, causes, principles, or opinions.

An activity not covered by the aforelisted will be assigned by the School Business Administrator/Board Secretary for fee schedule purposes.

G. Fees

An organization whose activity is not open to the public, or who charges admission, shall have its rating, above, increased or raised by one. For example, an “A” organization charging admission shall receive a ranking of “B”.

The Board may apply conditions to certain organizations using facilities Classifications A and B. These limits may include the number, duration, and type of activities as well as waiver of fees for ordinary uses.

Fees Charged - will be as follows:

Fee charges are per daily use.

The rental fee for rehearsals shall be the full fee for the approved daily use. Saturday or Sunday = rental fee + (2.0 x custodial fee)

Holiday = rental fee + (3.0 x custodial fee)

N/A = Not available

Multiple facilities = any combination of auditorium, gym, library or cafeteria

The following schedule of charges applies for each individual date of use for groups A, B, C and D.

GROUP	<u>A</u>	B	C	D
AUDITORIUM				
Middle School	<u>\$0</u>	\$300	\$300 + Cust.	\$600 + Cust.
High School	<u>\$0</u>	\$500	\$500 + Cust.	\$800 + Cust.
High School (multiple facilities)	<u>\$0</u>	\$500 + \$200/add'l. facility	\$500 + \$200/Facil. Cust.	\$800 + \$500/Facil. + Cust.

GYMNASIUMS				
(no locker rooms)				
Elementary	<u>\$0</u>		\$200 + Cust.	Not Available
Middle School	<u>\$0</u>		\$400 + Cust.	Not Available
High School	<u>\$0</u>	\$500	\$500 + Cust.	Not Available

EF GYMNASIUM (no locker rooms)				
EF Building	<u>\$0</u>	\$200	\$200	\$500
School Parking Lots	<u>\$0</u>	\$300	\$300	\$600
School Fields	<u>\$0</u>	\$300	\$300	\$600

CLASSROOMS (per room) - Note: Libraries, excluding access to technology equipment is at triple the per room rental fees, except at the high school.				
GROUP	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Elementary	<u>\$0</u>		\$50 + Cust.	\$300 + Cust.
Middle School	<u>\$0</u>		\$50 + Cust.	\$300 + Cust.
High School	<u>\$0</u>		\$50 + Cust.	\$300 + Cust.
CAFETERIA (no kitchen)				



Elementary	<u>\$0</u>		\$200 + Cust.	\$500 + Cust.
Middle School	<u>\$0</u>		\$300 + Cust.	\$600 + Cust.
High School	<u>\$0</u>		\$500 + Cust.	\$800 + Cust.
Other Spaces High School				
Media Center				
Pupil Center				

1. The fee charged covers only the use of specific areas as approved in the application, including halls and lavatories when appropriate, and which are immediately adjacent to the approved areas. No other facilities or portions of facility may be used.
2. With regard to the use of the Teaneck High School Auditorium, all groups will be charged for the fees paid to pupil helpers (\$6.50 per hour) over and above all other fees, payable to the pupil helpers, with the understanding that:
  - a. A minimum of two pupils must be utilized to insure the proper handling and care of our facilities and equipment.
  - b. The parties using the facility must confer with the high school Stage Crew Advisor to explain what their needs will be, and to discuss how feasible these are, given the nature of our facility and the schedule of events planned for the auditorium (with the provision that school events must take precedence over outside events).
  - c. A higher fee (\$8.00 per hour) will be charged for pupils who are asked to work on Saturday or Sunday.
  - d. An additional fee of \$175 for a minimum of four hours will be required payable to the Stage Crew Advisor if special lighting or sound set-ups are needed. The four hour minimum shall include set-up and clean up time. Additional hours of support shall be at a rate of \$43.75 per hour. If it is determined that additional pupil workers are needed, they shall be compensated at the same rate noted in paragraph 2a above. If the grand piano is required to be moved, an additional fee will be assessed for the move and the tuning to keep the delicate sound equipment in fine repair.
  - e. The stage facility will be closed to all outside groups during exam review periods and during exam week as pupils simply are not available to work.
3. Custodial fees will be charged at prevailing hourly rates **and shall be prepaid in advance**, in accordance with the annual schedules established by the School Business Administrator/Board Secretary, for each hour or fraction thereof for each custodian

assigned to service the applicant's activity.

4. Permission to use the cafeteria kitchen must be cleared with the School Business Administrator/Board Secretary, who will determine the specific equipment that may be used by the applicant. A food service employee(s) assigned by the food service management company must be on duty in the kitchen during the period of use by the applicant. Said individual(s) is acting in the capacity of steward of school property, and shall be compensated at a rate determined by the food service company and made payable to the food service management company.

Fees Payment (except as noted above) - must be by check payable to the Teaneck Board of Education and must be received no later than ten calendar days prior to planned usage. Failure to receive full payment in advance automatically nullifies the Application for Use.

**Donations towards the use of Board facilities are strongly encouraged.**

~~[Fees Waiver – no waiver of fees is permitted except by the Board upon submission, in writing, of proof of hardship. In such cases, the Board reserves the right to examine the financial or other records of the applicant to ensure that hardship exists in the opinion of the Board.]~~

#### H. Definitions

1. Holiday - a day designated by the Board as a holiday for all district personnel.
2. Closed to Public - an activity restricted to the membership and/or guests of an organization.
3. Open to Public - an activity for which no admission fee is charged and which anyone may participate in.
4. Suggested Donation or Suggested Contribution - an "optional" non-required admission fee. That is, a suggested charge to participate in or view an activity that does not have to be paid in order to be admitted to the activity. An organization wishing to avail themselves of the reduced fees to be charged for building use, must use the words "suggested donation" or "suggested contribution" on all advertising, tickets, etc.
5. Admission Fee - The term "admission fee" (donation, contribution, etc.) is defined and understood as an entrance fee or charge for the purpose of controlling admission to the activity and/or be a source of funds to an organization.

In the event there is a question as to whether a fee being charged is an admission fee, the matter will be referred to the School Business Administrator/Board Secretary who will make the final determination.

Charges levied for the express purpose of purchasing supplies and/or materials to be used in an activity will not be considered admission fees, provided documentation suitable to the School Business Administrator/Board Secretary is provided in advance of the facilities use. Tuition charges levied by a bona-fide educational institution shall not be considered admission fees.

#### I. Special Provisions

The following organizations are expected to fully comply with all School Facilities Use regulations, except fees, as noted below.

#### J. P.T.A. (P.T.O., P.T.S.A.)

Teaneck schools parent-teacher associations are permitted use of a school building for the purposes of meetings and fund raising in accordance with the rules and regulations on use of school buildings by non-school organizations.

1. Twelve general membership meetings per school year (no holidays or weekends) - no fee charges - maximum four hours per use.
2. Twenty-four executive Board meetings per school year (no holidays or weekends) - no fee charges - maximum four hours per use.
3. One fund-raising activity per year (no holidays), up to eight hours of custodial service - no fee charges, using school facilities unless written permission is obtained from the Board for an additional fund-raiser.

#### K. Scouting

Official Teaneck scout troops will be permitted the use of a school building for weekly weekday meetings of a troop. The meetings may not exceed one per week (on weekday, no weekends or holidays) and may not be longer than three hours in length. There will be no fee charges.

#### L. Teaneck Adult Education

The Teaneck Adult Education program is permitted the use of school facilities in accordance with Board policies relating to adult Education.

#### M. Teaneck Township Recreation Program

The Teaneck Township Recreation Department is permitted the use of school facilities for program activities. No rental charges will be made. Custodial fees will be charged only when and if services are specifically required for an activity, or if on a holiday, weekend, or custodial overtime situation is incurred. The Recreation Department will provide full

supervision for all of its activities, and return facilities used to the condition in which they were found.

Organizations qualifying under fee schedule classes A and B are expected to require a minimum of custodial services and leave facilities in the condition in which they were found. When more than a minimum of custodial services is required, the organization shall incur actual custodial fee charges.

#### N. Guidelines for use of high school auditorium

1. A blackout period will be set up around each of the three major school events (the Fall drama, the Terpsies concert, and the Spring Musical) during which no stage events will be permitted for three weeks prior to, and two days after their occurrence (this is a necessity because of the complicated sets and platforms which are usually put up for these performances. In addition, lighting plots are set during this time period, involving long stretches of time for aiming lamps, looking at the results, and then adjusting according to the needs of the event being staged).

This blackout period will not interfere with any non-stage events which are sometimes scheduled during the blackout period (for example, should there be an important meeting planned for parents in the auditorium, the performers could easily rehearse elsewhere since the use of the house, and the set up of a podium and mike do not involve what is on the stage. Less elaborate school events such as the Band Concert or the Vocal performance would need only a one week blackout period prior to and one day after each occurrence.

2. Any and all conflicts will be resolved in concert with all parties involved.

#### O. Insurance Coverage for Youth Sports Team Organizations

Any youth sports team organization, including cheerleaders, 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/Regulation, 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.

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# POLICY GUIDE

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Feb 24

[See POLICY ALERT No. 232]

## 7610 VANDALISM

The Board of Education believes ~~that~~ all school district property should be respected and all persons who use or have access to school district property should respect such property and take pride in the institutions of this community and the schools of this district.

Any person who purposely or knowingly damages school district property or damages school district property recklessly or negligently in the employment of fire, explosives, or another dangerous means listed in accordance with N.J.S.A. 2C:17-2 or purposely or recklessly tampers with the tangible property of the school district so as to endanger school district property shall be reported to the appropriate law enforcement agency. **Pursuant to N.J.S.A. 18A:37-3, the parent(s) of any minor who shall injure any public or nonpublic school property shall be liable for damages for the amount of injury to be collected by the Board or the owner of the premises in any Court of competent jurisdiction, together with costs of suit** ~~Where the damage to district property is more than minimal or has been caused by a student or a minor not a student of this district, the Board will hold liable for the amount of the damage the parent(s) or legal guardian(s) having legal custody and control of the minor responsible for the damage.~~

A person convicted of an offense of **criminal mischief** that involves an act of graffiti **may, in addition to any other penalty imposed by the Court, will be required to pay reimburse the school district monetary restitution in the amount of the pecuniary damage caused by the act of graffiti the cost of damages and may be required to perform community service, which may include removing the graffiti from the property, in accordance with N.J.S.A. 2C:17-3.c. the law. If community service is ordered by the Court, it shall be for either not less than twenty days or not less than the number of days necessary to remove the graffiti from the property** ~~In addition, the courts may suspend or postpone driving privileges of any person, at least thirteen and under eighteen years of age, if convicted of an act of graffiti.~~



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Vandalism

A person who purposely defaces or damages district property with any symbol that exposes persons to violence, contempt, or hatred on the basis of **any of the protected categories listed at N.J.A.C. 6A:7-1.1(a)** ~~race, color, creed, religion, national origin, ancestry, age, marital status, affectational or sexual orientation or sex, social or economic status, or disability~~ **is may have committed** guilty of a crime and shall be reported to the appropriate law enforcement agency **in accordance with Policy and Regulation 8465, N.J.A.C. 6A:16-6.3, and the Memorandum of Agreement with Local Law Enforcement.**

The Board may also report to the appropriate law enforcement agencies any person whose vandalism of school property is serious or chronic.

~~The Superintendent shall develop regulations to implement this policy and to protect textbooks, school equipment, and school facilities from undue wear, damage, or loss.~~

N.J.S.A. 2C:33-10 ~~et seq.~~  
N.J.S.A. 18A:34-2; 18A:37-3  
**N.J.A.C. 6A:7-1.1; 6A:7-1.3; 6A:16-6.3**

Adopted:



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Feb 24

[See POLICY ALERT No. 232]

## R 7610 VANDALISM

### A. Definitions

1. “Vandalism” means the willful and malicious acts of any person that result in the destruction, defacement, or damage of any property, real or personal, belonging to or entrusted to the Board of **Education**. Vandalism includes arson and **acts an**-aet of graffiti.
2. “Arson” means the willful and malicious burning or setting on fire of any building or part of any building owned or operated by the Board, by any person.
3. “Act of graffiti” means the drawing, painting, or making of any mark or inscription on school district real or personal property without the permission of the school district.

### B. Reporting Vandalism

1. Any school employee who has reason to believe ~~that~~ an act of vandalism has occurred shall immediately report that belief or suspicion to the Principal of the affected building or, if the vandalism occurs at a facility other than a school, the supervisor in charge of the facility.
2. The Principal or supervisor shall promptly institute an investigation of the report by taking these steps as appropriate to the extent and seriousness of the vandalism:
  - a. Requesting the reporting employee to file a report of the evidence giving rise to **their** ~~his/her~~ belief or suspicion that vandalism has occurred;
  - b. Visiting the site of the vandalism and examining its extent, taking photographs as necessary;
  - c. Determining and recording the names of witnesses, if any;



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- d. Interviewing witnesses and requesting their written reports of events;
  - e. Assessing the costs of repair and replacement of any parts of the building, furnishings, and/or equipment; and
  - f. Questioning the ~~person or~~ person(s), if any, identified as having caused the vandalism.
3. The Principal will complete and file with the Superintendent a detailed vandalism and property damage report.
  4. The Principal will notify **law enforcement** ~~the police~~ **when appropriate and in accordance with applicable laws.** ~~if the vandalism involves:~~
    - a. ~~Significant damage, or~~
    - b. ~~Arson, or~~
    - c. ~~Theft or burglary, or~~
    - d. ~~The use of any symbol that exposes persons to violence, contempt, or hatred on the basis of race, color, creed, religion, national origin, ancestry, age, marital status, affectational or sexual orientation or sex, social or economic status, or disability, or~~
    - e. ~~An act of graffiti.~~
- C. Penalties and Restitution
1. A student who vandalizes school property is subject to discipline, which may include suspension or expulsion, in accordance with **Board Policy, Board Regulation, and law Policy Nos. 5600, 5610, and 5620.**
  2. A student who vandalizes school property will be held liable for any damages caused by the act of vandalism.





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3. The parent(s) ~~or legal guardian(s)~~ of any minor who **shall injure any injures/vandalizes public or nonpublic** school property, ~~whether or not the minor is enrolled in this district,~~ shall be liable for damages ~~for to~~ the amount of the injury **to be collected by the Board or the owner of the premises in any Court of competent jurisdiction,** together with costs of suit **in accordance with** ~~if the Board must resort to legal process to obtain payment of damages.~~ N.J.S.A. 18A:37-3.
  - a. The **Principal or designee** \_\_\_\_\_ shall obtain a professional estimate of the cost of repairs and/or replacements necessitated by the vandalism.
  - b. The **Principal or designee** \_\_\_\_\_ shall present the student's parent(s) ~~or legal guardian(s)~~ with an itemized bill based on the estimated costs.
  - c. If, within **thirty** \_\_\_\_\_ calendar days, the student's parent(s) ~~or legal guardian(s)~~ has not paid the bill or made arrangements with the **Principal or designee** \_\_\_\_\_ for the payment of the bill in periodic installments, the Superintendent shall inform the Board and **may** recommend ~~that~~ the Board Attorney commence civil action for the amount due together with costs.
  - d. No diploma, transcript, transfer card, or report card will be issued to the student until all obligations to the Board have been met.
- ~~4. The Principal will recommend to the Superintendent and the Superintendent will recommend to the Board, a student whose vandalism of school property is so serious or chronic as to warrant reporting the student to the police.~~
45. Any person who purposely defaces or damages school property with any symbol that exposes persons to violence, contempt, or hatred on the basis of **any of the protected categories listed at N.J.A.C. 6A:7-1.1(a)** ~~race, color, creed, religion, national origin, ancestry, age, marital status, affectational or sexual orientation or~~



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~~sex, social or economic status, or disability is~~ **may have committed** ~~guilty of~~ a crime and shall be reported to the appropriate law enforcement agency **in accordance with Policy and Regulation 8465; N.J.A.C. 6A:16-6.3; and the Memorandum of Agreement with Local Law Enforcement.**

56. Any person who purposely or knowingly damages school district property recklessly or negligently in the employment of fire, explosives, or another dangerous means listed in accordance with N.J.S.A. 2C:17-2, or purposely or recklessly tampers with the tangible property of the school district so as to endanger school district property, will be reported to the appropriate law enforcement agency.
67. A person convicted of an offense of **criminal mischief** that involves an act of graffiti **may, in addition to any other penalty imposed by the Court,** will be required to ~~pay~~ **reimburse** the school district **monetary restitution in the amount of the pecuniary damage caused by the act of graffiti** ~~the cost of damages and may be required~~ to perform community service, which may include removing the graffiti from the property, in accordance with N.J.S.A. 2C:17-3.c. ~~the law.~~ **If community service is ordered by the Court, it shall be for either not less than twenty days or not less than the number of days necessary to remove the graffiti from the property.** ~~In addition, the courts may suspend or postpone driving privileges of any person, at least thirteen and under eighteen years of age, if convicted of an act of graffiti.~~

Issued:



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Notification of Juvenile Offender Case Disposition  
Feb 24

[See **POLICY ALERT No. 232**]

## 9323 NOTIFICATION OF JUVENILE OFFENDER CASE DISPOSITION

~~School~~ Principals have a need to receive and have access to juvenile justice proceedings involving juveniles who are registered students in the school building. The ~~school~~ Principal **or designee** shall have access to information relating to juvenile justice proceedings in accordance with N.J.S.A. 2A:4A-60.

The ~~school~~ Principal **or designee, on a confidential basis**, may request from law enforcement agencies at the time of charge, adjudication, or disposition, information as to the identity of a juvenile student charged, **the offense charged**, the adjudication, and the disposition. The ~~school~~ Principal **or designee** may inform school staff members of this information if the Principal **or designee** deems it appropriate for maintaining order, safety, or discipline in the school or for planning programs relevant to the juvenile's educational and social development. This information will not become part of the juvenile student's permanent school record and shall not be maintained except as authorized by regulation of the **New Jersey Department of Education (NJDOE)**.

A law enforcement or prosecuting agency shall, at the time of a charge, adjudication, or disposition, **send written notice to advise** the ~~school~~ Principal **or designee** of the school where the juvenile is enrolled, of the identity of the juvenile charged, the offense charged, the adjudication, and the disposition if:

1. The offense occurred on school property or a school bus, occurred at a school-sponsored function, or was committed against an employee or official of the school; ~~or~~
2. The juvenile was taken into custody as a result of information or evidence provided by school officials; or
3. **The An** offense, if committed by an adult, would constitute a crime, and the offense:
  - a. Resulted in death or serious bodily injury or involved an attempt or conspiracy to cause death or serious bodily injury; ~~or~~



# POLICY GUIDE

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## Notification of Juvenile Offender Case Disposition

- b. Involved the unlawful use or possession of a firearm or other weapon; ~~or~~
- c. Involved the unlawful manufacture, distribution, or possession with intent to distribute a controlled dangerous substance or controlled substance analog; ~~or~~
- d. Was committed by a juvenile who acted with a purpose to intimidate an individual or group of individuals because of race, color, ~~creed~~, religion, ~~national origin, ancestry, age, marital status, affectational~~ or sexual orientation ~~or sex~~, **or ethnicity** ~~social or economic status, or disability~~; or
- e. Would be a crime of the first, ~~or~~ second, **or third** degree.

Information provided **to the Principal or designee pursuant to** ~~in accordance with N.J.S.A. 2A:4A-60.d. the section above~~ shall be treated as confidential **but may be made available to such members of the staff and faculty of the school as** ~~. The school Principal may inform school staff members of this information if the Principal or designee deems it appropriate for maintaining order, safety, or discipline in the school or for~~ ~~to~~ planning programs relevant to ~~a~~ the juvenile's educational and social development. This information will not become part of the juvenile student's permanent school record and shall not be maintained except as authorized by regulation of the **NJDOE Department of Education**.

Law enforcement or the prosecuting agency may provide the ~~school~~ Principal **or designee** with information identifying one or more **juvenile students** ~~juveniles~~ who are under investigation or ~~who~~ have been taken into custody for the commission of any act that would constitute an offense if committed by an adult when the law enforcement or prosecuting agency determines that the information may be useful to the Principal **or designee** in maintaining order, safety, or discipline in the school or in planning programs relevant to the juvenile's educational and social development. Information provided in accordance with **N.J.S.A. 2A:4A-60.e.** ~~the section above~~ shall be treated as confidential, but the ~~school~~ Principal **or designee** may inform school staff members of this information if the Principal **or designee** deems it appropriate for maintaining order, safety, or discipline in the school or for planning programs relevant to the juvenile's educational and social development. No information provided **pursuant to N.J.S.A. 2A:4A-60** ~~in accordance with this paragraph~~ shall be maintained.



# POLICY GUIDE

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## Notification of Juvenile Offender Case Disposition

The Principal **or designee** who requests and/or receives information as specified in this ~~P~~olicy shall notify the Superintendent or designee within twenty-four hours **of the request being made. In accordance with N.J.S.A. 53:1-20.6, the Principal or designee shall notify the Superintendent or designee of any applicable fees associated with the request.**

The school district shall comply with the ~~NJDOE Department of Education~~ rules and regulations concerning the creation, maintenance, and disclosure of student records regarding ~~school~~ Principal **or designee** notification of juvenile offender case disposition and this ~~P~~olicy.

~~N.J.S.A. 2A:4A-60 P.L.1982, c.79~~  
~~N.J.S.A.R.S. 53:1-15; 53:1-20.6~~  
~~N.J.A.C. 6A:7-1.1; 6A:7-1.3~~  
~~P.L.1985, c.69~~

Adopted:



July 2024							JULY 2024							January 2025													
Su	M	T	W	TH	F	Sa	4 Independence Day - District Closed														Su	M	T	W	TH	F	Sa
	1	2	3	4	5	6				1	2	3	4	5	6	7	8	9	10	11							
7	8	9	10	11	12	13																					
14	15	16	17	18	19	20	AUGUST 2024							12	13	14	15	16	17	18							
21	22	23	24	25	26	27	20-21 Administrator/Superintendent Workshops														19	20	21	22	23	24	25
28	29	30	31				27-29 New Teacher Orientation														26	27	28	29	30	31	

August 2024							SEPTEMBER 2024							February 2025													
S	M	T	W	T	F	S	2 Labor Day - District Closed														S	M	T	W	T	F	S
				1	2	3	3 Teachers/Paras & 10 Month Secretaries Report																				1
4	5	6	7	8	9	10	4 Superintendent's Convocation														2	3	4	5	6	7	8
11	12	13	14	15	16	17	5 Schools Open/Students Return														9	10	11	12	13	14	15
18	19	20	21	22	23	24																					
25	26	27	28	29	30	31	OCTOBER 2024							23	24	25	26	27	28								

September 2024							NOVEMBER 2024							March 2025													
S	M	T	W	T	F	S	3-4 Rosh Hashanah - District Closed														S	M	T	W	T	F	S
1	2	3	4	5	6	7	11 Yom Kippur - Half-Day for Students and Staff																				1
8	9	10	11	12	13	14	14 Staff Prof. Development (Full Day) - Schools Closed(Students Only)														2	3	4	5	6	7	8
15	16	17	18	19	20	21																					
22	23	24	25	26	27	28	DECEMBER 2024							9	10	11	12	13	14	15							
29	30						5 Election Day - District Closed														16	17	18	19	20	21	22
							7-8 NJEA Convention - Schools Closed														23	24	25	26	27	28	29
							27 4 hour session for Students and Staff														30	31					
							28-29 Thanksgiving - District Closed																				

October 2024							JANUARY 2025							April 2025													
S	M	T	W	T	F	S	9 Staff Prof. Development - Half Day for Students Only														S	M	T	W	T	F	S
		1	2	3	4	5	23-31 Holiday Recess - Schools Closed																1	2	3	4	5
6	7	8	9	10	11	12	25 Christmas - District Closed														6	7	8	9	10	11	12
13	14	15	16	17	18	19																					
20	21	22	23	24	25	26	FEBRUARY 2025							20	21	22	23	24	25	26							
27	28	29	30	31			17 President's Day - District Closed														27	28	29	30			

November 2024							MARCH 2025							May 2025													
S	M	T	W	T	F	S	1 New Year's Day - District Closed														S	M	T	W	T	F	S
					1	2	2 Schools Re-open																		1	2	3
3	4	5	6	7	8	9	20 MLK Jr. Day - District Closed														4	5	6	7	8	9	10
10	11	12	13	14	15	16	29 Lunar New Year														11	12	13	14	15	16	17
17	18	19	20	21	22	23																					
24	25	26	27	28	29	30	APRIL 2025							18	19	20	21	22	23	24							

December 2024							MAY 2025							June 2025													
S	M	T	W	T	F	S	10 Staff Prof. Development (Full Day)- Schools Closed (Students Only)														S	M	T	W	T	F	S
1	2	3	4	5	6	7	31 Eid ul Fitr - District Closed														1	2	3	4	5	6	7
8	9	10	11	12	13	14																					
15	16	17	18	19	20	21	JUNE 2025							14-18 Spring Recess - Schools Closed	8	9	10	11	12	13	14						
22	23	24	25	26	27	28	18 Good Friday - District Closed														15	16	17	18	19	20	21
29	30	31					23 4 hour session for Students and Staff														22	23	24	25	26	27	28
							26 Memorial Day - District Closed														29	30					

LEGEND	
	Admin. Workshops
	New Teachers Orientation
	District Closed
	Teachers/Paras/10Month Secretaries First Day back(Sept)
	Superintendent's Convocation
	Students First Day back(Sept), Re-Open (Jan)
	Early Dismissal/Half Day for Students and Staff
	Prof. Development
	Schools Closed
	Last Day Students/10 Month Staff & Secretaries
	THS GRADUATION - 6PM

SUMMARY OF DAYS		
	STAFF	STUDENTS
AUG	0	0
SEPT	20	18
OCT	21	20
NOV	16	16
DEC	14	15
JAN	21	21
FEB	19	19
MAR	20	19
APR	17	17
MAY	21	21
JUN	14	14



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**Professional Development**

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Name: Dr. Andre Spencer

School or Department: Superintendent

Conference/Seminar/Workshop: NJASA Spring Conference

Sponsored by: New Jersey Association of School Administrators

Location: Caesars Hotel, Atlantic City, NJ

Date(s): May 16-17, 2024

Estimated Cost(s): \$509.01

Substitute Not Required **(District Funded)**

**Explanation:** Attend comprehensive education sessions for public school superintendents.

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Professional Development

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**District Funded – \$2,341.16**

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**Name:** Haquisha Q. Taylor

**School or Department:** Business Office

**Conference/Seminar/Workshop:** 2024 NJASBO Annual Conference

**Location:** Atlantic City, NJ

**Dates:** June 5-7, 2024

**Estimated Cost:** \$500.00

**Explanation:** To get Professional Development and Continuing Education credits for the yearly certification

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**Name:** Irene Gray

**School or Department:** Business Office

**Conference/Seminar/Workshop:** 2024 NJASBO Annual Conference

**Location:** Atlantic City, NJ

**Dates:** June 5-7, 2024

**Estimated Cost:** \$920.58

**Explanation:** To get Professional Development and Continuing Education credits for the yearly certification

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**Name:** Jenine Kea

**School or Department:** Business Office/Payroll

**Conference/Seminar/Workshop:** 2024 NJASBO Annual Conference

**Location:** Atlantic City, NJ

**Dates:** June 5-7, 2024

**Estimated Cost:** \$920.58

**Explanation:** To get Professional Development and Continuing Education credits for the yearly certification

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Professional Development

*District Funded – \$503.00*

*Title II Funded - \$627.48*

*Total Cost: \$1,130.48*

**Name:** Ashley Andreala-Marra, Zainabu Conteh, Megan Gallow, Lillian Garcia, Munyiva Munguti, Mariam Muheisen, Javalda Powell, Analisse Seise, Robert Villegas, Terrence Williams

**School or Department:** BFMS

**Conference/Seminar/Workshop:** NJ Coalition for Inclusive Education Leadership Conference

**Location:** Kean University, Union, NJ

**Dates:** June 7, 2024

**Estimated Cost:** \$343. (District funded)

**Explanation:** In this inclusive education conference, the participant will attend workshops focused on developing educational experiences and environments that are inclusive and meaningful while valuing and respecting the diversity of all learners.

**Name:** Megan Gallow, Joe Panepinto

**School or Department:** BFMS & Lowell Elementary Schools

**Conference/Seminar/Workshop:** Social Work Ethics

**Location:** Virtual

**Dates:** 5/22/2024

**Estimated Cost:** \$100. (District funded)

**Explanation:** In this workshop, participants will learn about the ethical models for decision-making and small group discussions to identify and clarify how they view and make decisions when confronted with ethical dilemmas.

**Name:** Amy Morik

**School or Department:** Whittier Elementary School

**Conference/Seminar/Workshop:** Reflection as Revolution: Ways of Being as a Catalyst for Change

**Location:** Montclair State University

**Dates:** 5/23/2024

**Estimated Cost:** \$60. (District funded)

**Explanation:** To support and enhance the services provided to our Special education and general education students in the areas of emotional regulation and social emotional learning.

**AMEND**

**Name:** Maura Tuite, Theresa Avella, Aknaris, Diaz, Iris Hernandez, Diana Salib, Meredith Martino, Kimberly Pirro, Analisse Seise, Jennifer Taylor, and Kristine Thielman

**School or Department:** Child Study Team – LDT-C

**Conference/Seminar/Workshop:** Disproportionality Learning Series

**Location:** Rutgers University - Newark, NJ

**Dates:** 2/16/24 & 3/01/24

**Estimated Cost:** **\$116.00**

**Explanation:** Participants will engage in a Disproportionality Learning Series.

**Name:** Susan Morton

**School or Department:** Teaneck High School

**Conference/Seminar/Workshop:** American Psychology Association’s Inaugural Tri-State High School Psychology Workshop

**Location:** Seton Hall University – South Orange, New Jersey

**Dates:** May 15, 2024

**Estimated Cost:** \$37.00 (Title II Grant Funded)

Substitute Required

**EXPLANATION:** Workshop will provide up-to-date learning sessions related to continuing education programs in psychology.

---

**Name:** Ashley Sularz

**School or Department:** Curriculum and Instruction

**Conference/Seminar/Workshop:** New Jersey Social Studies Supervisor Association – Spring Meeting

**Location:** NJPSA – 12 Centre Dr., Monroe Township, NJ 08831

**Dates:** May 17, 2024

**Estimated Cost:** \$72.36 – (Title II Grant Funded)

Substitute Not Required

**EXPLANATION:** Key topics addressed include: equity work in elementary education, civics in action, student-led strategies for fostering engagement in high school social studies.

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**Name:** Christine Mayers

**School or Department:** Curriculum and Instruction

**Conference/Seminar/Workshop:** New Jersey Social Studies Supervisor Association – Spring Meeting

**Location:** NJPSA – 12 Centre Dr., Monroe Township, NJ 08831

**Dates:** May 17, 2024

**Estimated Cost:** \$72.36 – (Title II Grant Funded)

Substitute Not Required

**EXPLANATION:** Key topics addressed include: equity work in elementary education, civics in action, student-led strategies for fostering engagement in high school social studies.

---

**Name:** Mary Joyce Laqui

**School or Department:** Teaneck High School

**Conference/Seminar/Workshop:**

**Location:** TCNJ: Center for Future Educators - 2000 Pennington Rd., Ewing, NJ 08628

**Dates:** May 21, 2024

**Estimated Cost:** No cost

Substitute Required

**EXPLANATION:** To present on behalf of the NJEA on New Jersey's curriculum mandates on fostering critical thinking, social justice and empathy in a K-12 setting.

---

**Name:** Tiffany Torres

**School or Department:** Benjamin Franklin Middle Schools

**Conference/Seminar/Workshop:** NJ Teachers of English to Speakers of Other Languages (NJTESOL) Annual Conference

**Location:** Hyatt Regency Hotel - New Brunswick, New Jersey

**Dates:** May 31, 2024

**Estimated Cost:** \$445.76 – Title II Funded

Substitute Required

**EXPLANATION:** Annual conference showcasing best practices for teaching multilingual students.

---

**AMEND**

**Name:** Suletty Diaz

**School or Department:** Lowell Elementary School

**Conference/Seminar/Workshop:** NJ Teachers of English to Speakers of Other Languages (NJTESOL) Annual Conference

**Location:** Hyatt Regency Hotel - New Brunswick, New Jersey

**Dates:** May 31, 2024

**Estimated Cost:** \$445.76 – Title II Funded (Cost amended)

Substitute Required

**EXPLANATION:** Annual conference showcasing best practices for teaching multilingual students.

---

**Name:** Paul Sheppard

**School or Department:** Teaneck High School

**Conference/Seminar/Workshop:** Duke Energy Convention Center

**Location:** 525 Elm Street Cincinnati OH, 45202

**Dates:** June 10, 2024 – June 14, 2024

**Estimated Cost:** No Funding Required

Substitute Required

**EXPLANATION:** Will serve as a College Board essay reader for the AP Language and Composition exam.

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**FIELD TRIP**


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**District Funded - \$750.****Parent Funded - \$7,664.****PTA Funded - \$11,057.****Student Activity Funded - \$3,875.****Grand Total: \$23,346.**


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**Trip Leader(s):** Amber Halpern, Stephanie McKee, Alexis Ryerson, Estefany Gallardo, Destiny Harmon, Linda Harrison, Ellen Buechel, 8 Teaneck Police Department Officers

**School or Department:** Hawthorne, Lowell, and Whittier Elementary Schools**Trip Planned:** Teaneck Swim Club**Location:** Teaneck, New Jersey**Number of Students:** 73**Date(s):** June 7, 2024**Rain Date:** June 10, 2024**Estimated Cost:** \$400.00 (Parent Funded)**Substitute Required****EXPLANATION:** The Teaneck Police Department and the Safety Patrol students from Hawthorne, Lowell, and Whittier Elementary Schools will work together to promote activism awareness and strengthen community ties.

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**Trip Leader(s):** Tawana Smith, Sandra Warren-Givens, Kristen Ferriera, Jemara Blount, Samuel Griffin, Nicola Richardson, Ellen Buechel, 20 Parent Chaperones

**School or Department:** Hawthorne Elementary School**Trip Planned:** The Funplex**Location:** East Hanover, New Jersey**Number of Students:** 71**Date(s):** June 4, 2024**Estimated Cost:** \$3,986.00 (PTA Funded)**Substitute Not Required****EXPLANATION:** Together with their teachers and classmates, fourth graders will take on physical and social-emotional challenges. The scheduled activities will continue to teach them how to get along with others as they transition to middle school.

---

**Trip Leader(s):** Colette Brantley, Two Parent Chaperones

**School or Department:** Hawthorne Elementary School**Trip Planned:** Bergen County Courthouse/Bowler City**Location:** Hackensack, New Jersey**Number of Students:** 14**Date(s):** June 5, 2024**Estimated Cost:** \$182.00 (PTA Funded)**Substitute Not Required****EXPLANATION:** Fourth-grade peer mediators will get the chance to learn important facts about the legal system through a courthouse tour, a meeting with a judge, and a Q&A session. Students will be taken to Bowler City for their end-of-year party after their visit to the courts.

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**FIELD TRIP**

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**Trip Leader(s):** Emily Smith, Amanda Estevez, Brittany Shepard, Danielle Annunziata, Peter Antonakis, MeiLinh LaMui, Alyssa Salgado, Kate Augusto, Monica Lawson, Kelly Cambridge, Jessica Brown, Amis Aguero, Uzaz Salih, Anna Hernandez, Fernando Hernandez, MaryRose Chamoun, Jennifer Talmadge, Dora Windecker, Dana Hildago, Five Parent Chaperones

**School or Department:** Lacey Elementary School

**Trip Planned:** Donaldson Farms

**Location:** Hackettstown, New Jersey

**Number of Students:** 80

**Date(s):** May 28, 2024

**Estimated Cost:** \$2,178.00 (\$750.00- District Funded for Transportation), (\$1,428.00- Parent Funded)

**Substitute Not Required**

**EXPLANATION:** Kindergarten students will learn about plants and their uses.

---

**Trip Leader(s):** Makayala Brown, Brandi Lewis, Susie Kim, Rochelle Yaros, Carrie Williams, Karelia Rodriguez, Tia Richardson, Ramya Subramanian, Lisa Sgambati, Monique Frazier-Ellington, 11 Parent Chaperones

**School or Department:** Lowell Elementary School

**Trip Planned:** Powerhouse Studios

**Location:** Paramus, New Jersey

**Number of Students:** 78

**Date(s):** June 5, 2024

**Estimated Cost:** \$4,389.00 (PTO Funded)

**Substitute Not Required**

**EXPLANATION:** Fourth grade end of year celebration.

---

**Trip Leader(s):** Nishat Hafeez, Jennifer Arias, Monique Frazier-Ellington, Eight Parent Chaperones

**School or Department:** Lowell Elementary School

**Trip Planned:** Bergen County Zoo

**Location:** Paramus, New Jersey

**Number of Students:** 44

**Date(s):** May 17, 2024

**Estimated Cost:** \$236.00 (Parent Funded)

**Substitute Not Required**

**EXPLANATION:** Students in kindergarten will gain knowledge about animals and their environments.

---

**Trip Leader(s):** Nishat Hafeez, Jennifer Arias, Monique Frazier-Ellington, Eight Parent Chaperones

**School or Department:** Lowell Elementary School

**Trip Planned:** Phelps Park (**WALKING TRIP**)

**Location:** Teaneck, New Jersey

**Number of Students:** 44

**Date(s):** June 3, 2024

**Estimated Cost:** \$0.00

**Substitute Not Required**

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**FIELD TRIP**

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**EXPLANATION:** Kindergarten students are learning about community. Students will learn about the roles of local parks by visiting a nearby park.

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**Trip Leader(s):** Sharmaine Joseph, Dominika Kaczynski, Abigail Aleska, Dennis Hiel, Monique Frazier-Ellington, 12 Parent Chaperones

**School or Department:** Lowell Elementary School

**Trip Planned:** Phelps Park (**WALKING TRIP**)

**Location:** Teaneck, New Jersey

**Number of Students:** 40

**Date(s):** June 6, 2024

**Rain Date:** June 11, 2024

**Estimated Cost:** \$0.00

**Substitute Not Required**

**EXPLANATION:** **First grade** students will use their knowledge of maps, keys and locations while visiting a local park.

---

**Trip Leader(s):** Marina Williams, Ashley Davis, Willa Rudy, Gerald Henry, Destiny Harmon, Mindy Marcus, Jim DiMicelli, Two Paraprofessionals

**School or Department:** Whittier Elementary School

**Trip Planned:** Benjamin Franklin Middle School

**Location:** Teaneck, New Jersey

**Number of Students:** 76

**Date(s):** June 13, 2024

**Estimated Cost:** \$0.00

**Substitute Not Required**

**EXPLANATION:** Annual Moving Up Ceremony

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**Trip Leader(s):** Jean- Gratien Uwisavye, Josephine Cinella, Victor Stanic, Melinka Ramirez, Lauren Mattias

**School or Department:** Benjamin Franklin Middle School

**Trip Planned:** Patisserie Florentine

**Location:** Closter, New Jersey

**Number of Students:** 45

**Date(s):** May 28, 2024

**Rain Date:** June 3, 2024

**Estimated Cost:** \$675.00 (Student Activity Funded)

**Substitute Required**

**EXPLANATION:** Seventh grade French classes will tour a chef's kitchen for a baking demonstration and lecture.

---

**Trip Leader(s):** Molly Neff, Mitsael Trinidad, Joey Hochgesang, Kelley Blessing, Brittany Eisele, Cecilia Chan, 17 Parent Chaperones

**School or Department:** Thomas Jefferson Middle School

**Trip Planned:** Bergen County Teen Arts Festival/American Dream Mall

**Location:** Paramus, New Jersey/East Rutherford, New Jersey

**Number of Students:** 140

**Date(s):** May 17, 2024

**Estimated Cost:** \$8,800.00 (\$3,200.00-Student Activity Funded), (\$5,600.00-Parent Funded)

**Substitute Not Required**

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**FIELD TRIP**

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**EXPLANATION:**

Band, orchestra, and dance ensemble students will perform at the Bergen County Teen Arts Festival and receive ratings based on their performances. To celebrate their day, the students will next head to the Nickelodeon Studios Amusement Park.

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**Trip Leader(s):** Mitsael Trinidad, Kelly Blessing, Spencer Jones, Megan McBryde

**School or Department:** Thomas Jefferson Middle School

**Trip Planned:** Teaneck High School

**Location:** Teaneck, New Jersey

**Number of Students:** 35

**Date(s):** June 11, 2024

**Estimated Cost:** \$0.00

**Substitute Not Required**

**EXPLANATION:** Students will be performing commencement music for the 8<sup>th</sup> grade moving up ceremony.

---

**Trip Leader(s):** Joan Goodson, Brielle Rubin, Kelly Walsh, Ashley Alcott, James Pruden, Antoinette Bush, Christina Chopra, Marisol Urena, Emmanuel Viray, Paulette Szalay, Saah Hali, Jennie Brolewicz, Lisa Rosen, Amanda Zoran, Dinahlee Rodriguez, Cecilia Chan, 10 Parent Chaperones

**School or Department:** Thomas Jefferson Middle School

**Trip Planned:** Teaneck Swim Club

**Location:** Teaneck, New Jersey

**Number of Students:** 131

**Date(s):** June 6, 2024

**Rain Date:** June 7, 2024

**Estimated Cost:** \$2,500.00 (PTA Funded)

**Substitute Not Required**

**EXPLANATION:** This is an annual eighth grade graduation trip.

---

**Trip Leader(s):** James Belluzzi, Charles Clark, Vance Steinbergen

**School or Department:** Teaneck High School

**Trip Planned:** Thomas Jefferson and Benjamin Franklin Middle Schools

**Location:** Teaneck, New Jersey

**Number of Students:** 45

**Date(s):** May 16, 2024

**Estimated Cost:** \$0.00

**Substitute Not Required**

**EXPLANATION:** The Heroes and Cool Kids will be mentoring middle school students on various topics, such as making good choices during middle school and beyond.

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**Fundraising Activities by School**

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School or Department: Teaneck High School

Activity: **Water and Snacks at Graduation**

Sponsoring Organization: Junior Class Student Council

Name of Sponsors: Natasha Green, Staff Member

Participants: Junior Student Council Members to Friends, Family, Teachers

Date(s): June 13, 2024

Location: At Graduation

Estimated funds to be raised by this activity: \$500

Funds to sponsoring organization 100%

EXPLANATION: Funds would be used to pay the senior expenses.

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Tuitions

<b>Student ID#</b>	<b><u>Placement</u></b>	<b><u>Tuition</u></b>	<b><u>Start Date</u></b>	<b><u>1:1 Aide</u></b>
	BBCSS - Brownstone School - 2023-2024 SY	\$64,800.00	4/15/2024	

Clinicians

<u>Placement</u>	<u>Discipline/Rate</u>		<b>NOT TO EXCEED</b>
AMENDMENT	Hillmar LLC	<p>BILINGUAL: Spanish - speech-language, psychological, educational, social, occupational, BDI evaluation= \$ 650. per evaluation;                      Bilingual: Hebrew, Arabic, Mandarin, Cantonese, Hindi/Kannada, Ukrainian, Russia; Korean, Italian; Portuguese, Polish, Turkish, Gujarati and others \$870. per evaluation. Note: Bilingual (specialty language) Psychological requiring cognitive with/and adaptive testing = \$1,125.; Bilingual (specialty languages) educational with/and oral language testing = \$1,125.                      Monolingual: English- speech-language, psychological, educational, social, occupational, BDI evaluation= \$ 500. per evaluation;                      CST Evaluations for the Hearing Impaired- speech-language, psychological, educational and social evaluation= \$650. per evaluation;Note: hearing impaired Psychological requiring cognitive with/and adaptive testing = \$875.; educational with/and oral language testing = \$875.                      Occupational Therapy Services: \$120. per treatment;                      Telepractice Services are also available. Counseling Services: \$100. per group session per hour; \$95. per individual session per hour;                      Telepractice Services are also available.                      Applied Behavior Services (ABA): Discrete Trial and Therapy: \$ 100. per hour                      Professional Development: \$ 145. per hour Functional Behavioral Assessments: \$145. per hour                      Coordination/Advisory and Oversight: \$145. per hour                      Telepractice Services are also available.                      Participation at IEP Meetings: \$150. per hour (minimum 1 hour);                      Oral Interpreter (Spanish) at I.E.P. Meeting: \$ 125. per hour (minimum 1 hour); Other Specialty Languages: \$150. per hour (minimum 1 hr);                      Sign Language Translator: \$ 150. per hr (minimum 1 hr);                      Written Translation of Hillmar, LLC child study teams assessments involving bilingual psychological, educational, social and speech-language evaluation impressions and/or results from English to Spanish continue to be available. The fee for this service remains the same at \$35. per page. Copies of Test Protocols: \$10. per test protocol. Speech Therapy Services Rates (Monolingual: English): \$120. per 60 min @ a maximum of 5 students in group session or individual sessions. Speech Therapy Services Rates (Bilingual: English): \$140. per 60 min @ a maximum of 5 students in group session or individual sessions.</p>	\$35,000.00

**Special Education Medicaid Initiative (SEMI) Action Plan**

In accordance with N.J.A.C. 6A:23A-5.3(f) and (g), failure to maximize SEMI, each district that has less than 90 percent participation of SEMI eligible students in the prebudget year or has failed to comply with all program requirements set forth in N.J.A.C. 6A:23A-5.3(e) shall submit a SEMI action plan to the Executive County Superintendent for review and approval as part of the district's proposed budget submission. Districts should determine which items below relate to their specific areas of weakness and then specify activities to be implemented to improve and maximize SEMI participation.

County: BERGEN

District: TEANECK - 03-5150

Date: February 2024

<b>Corrective Action Plan Table</b>					
<b>SEMI Action Plan Components</b>	<b>District Activities for Compliance</b>	<b>Person(s) Responsible</b>	<b>Projected Timelines</b>	<b>Documentation of Completion/Implementation</b>	<b>Date Completed</b>
<p><b>Establishing Benchmarks for Maximum SEMI Participation:</b> Establish a benchmark of x percent for the current school year or for the first year that the district does not have an approved waiver pursuant to the provisions of N.J.A.C. 6A:23A-5.3(b), whichever is applicable, for obtaining maximum participation of all SEMI eligible students by the start of the subsequent school year.</p> <p>The benchmarks for the current school year or for the first year that the district does not have an approved waiver pursuant to (b) above, whichever is applicable, for achieving maximum participation shall close, at a minimum, the gap between current participation and maximum participation by 50 percent by the beginning of the subsequent school year; and</p> <p>The benchmarks shall be based on the percentage of parental consent forms collected from eligible students. The number of parental consent forms shall reflect one parental consent form or one document noting parental refusal for each eligible student.</p>	<p>As per N.J.A.C 6A:23A-5.3(f), an action plan is required because 100% of budgeted revenue was not met. The FY 2023 SEMI program performance report showed 64% of revenue was achieved and triggered an action plan. In order to increase the maximum participation and increase the budgeted revenue, the following activities will take place: Ensure an accurate Medicaid-Eligible/Special Education Student count is reflected on the NJ SMART report. This will ensure that the projected reimbursement revenue is accurate and achievable.</p>	<p>Case Managers, SEMI Coordinator, and Directors of Special Services &amp; Nursing Services</p>	<p>Current/On-going</p>	<p>NJ SMART report must reveal an itemized reflection of the District's Special Education student count. (ie. Special Education students who receives services and Special Education students that do not receive services.)</p>	
<p><b>Documenting SEMI Eligible Health-Related Services:</b> Procedures to ensure that all SEMI eligible health-related services, including those provided by entities where the district has placed SEMI eligible students, are documented in the third-party administrator's system.</p>	<p>Ensure that student health-related services provided by the District's staff, independent contractors, agencies, and NJ approved OOD School services are entered into the EdPlan website.</p>	<p>Case Managers, SEMI Coordinator, and Directors of Special Services &amp; Nursing Services</p>	<p>Current/On-going</p>	<p>IEPs and provider logs. Contact with PCG is current and ongoing. List of eligible students in and out of district will be maintained by the Caseworkers and Frontline IEP website. Contracts and information from outside consultants will be maintained by District Special Education Directors.</p>	
<p><b>Timely Certification of Quarterly Staff Pool List:</b> Procedures to ensure that the quarterly staff pool list is certified under the time frames required in the implementation of cost settlement via the third-party</p>	<p>Ensure documentation of Contractors staff additions and deletions adequately and certify staff pool.</p>	<p>SEMI Coordinator</p>	<p>Current/On-going</p>	<p>Contractors submit staff changes via email and email can serve as documentation.</p>	

**CHANGE  
ORDER**

AIA DOCUMENT G701

OWNER   
ARCHITECT   
CONTRACTOR   
FIELD   
OTHER

**PROJECT:** GC-02

**Fire Alarm Upgrade at Teaneck High School**  
100 Elizabeth Avenue, Teaneck, New Jersey 07666

DATE: 10-Apr-24  
ARCHITECT'S PROJECT NO.: 4019C

**TO CONTRACTOR:**

CONTRACT DATE: TBD

**Sal Electric Company, Inc.**

CONTRACT FOR: GC

83 Fleet Street  
Jersey City, New Jersey, 07306

The Contract will change as follows:

Credit change order to BOE for unused allowance - \$15,354.00  
(See GC-01 Rev1 dated 08/22/2023 for previous allowance reduction.)

**Not valid until signed by the Owner, Architect, Construction Manager, and Contractor.**

The original Contract Sum was	\$965,425.00
Net change by previously authorized Change orders	\$0.00
The Contract Sum prior to this Change order was	\$965,425.00
The Contract Sum will be decreased by this Change Order	(\$15,354.00)

The new Contract Sum including this Change order will be \$950,071.00

The Contract Time is unchanged by this change order. n/a

The date of Substantial Completion is unchanged by this change order. n/a

**Di Cara | Rubino Architects**

ARCHITECT

30 Galesi Drive

Address

Wayne, New Jersey 07470

Address

BY: *Reginald Franklin*

DATE: 10-Apr-24

**Sal Electric Company, Inc.**

CONTRACTOR

83 Fleet Street

Address

Jersey City, New Jersey, 07306

Address

BY: *Brian Perez*

DATE: 4/10/24

**Teaneck Board of Education**

OWNER

651 Teaneck Road

Address

Teaneck, New Jersey 07666

Address

BY:

DATE:

**CHANGE  
ORDER**

OWNER   
ARCHITECT   
CONTRACTOR   
FIELD   
OTHER

AIA DOCUMENT G701

<b>PROJECT:</b>	GC-01
<b>Cafeteria HVAC Upgrade at Lowell School</b>	DATE: 10-Apr-24
1025 Licoln Place, Teaneck, New Jersey 07666	ARCHITECT'S PROJECT NO.: 4002
<b>TO CONTRACTOR:</b>	CONTRACT DATE: TBD
<b>T.M. Brennan Services Inc.</b>	CONTRACT FOR: GC
3505 Route 94	
Hamburg, New Jersey 07419	
The Contract will change as follows:	
Credit change order to BOE for unused allowance - \$50,000.00	

**Not valid until signed by the Owner, Architect, Construction Manager, and Contractor.**

The original Contract Sum was	\$376,000.00
Net change by previously authorized Change orders	<u>\$0.00</u>
The Contract Sum prior to this Change order was	<u>\$376,000.00</u>
The Contract Sum will be decreased by this Change Order	<u>(\$50,000.00)</u>
 The new Contract Sum including this Change order will be	 <u>\$326,000.00</u>

The Contract Time is unchanged by this change order. n/a  
The date of Substantial Completion is unchanged by this change order. n/a

**Di Cara | Rubino Architects**

ARCHITECT

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30 Galesi Drive

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Address

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Wayne, New Jersey 07470

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Address

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BY: *Reginald Franklin*

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DATE: 10-Apr-24

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**T.M. Brennan**

CONTRACTOR

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3505 Route 94

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Address

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Hamburg, New Jersey 07419

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Address

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BY:

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DATE:

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**Teaneck Board of Education**

OWNER

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651 Teaneck Road

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Address

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Teaneck, New Jersey 07666

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Address

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BY:

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DATE:

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**Preschool Education Program Contract  
School Year 2024-2025**

This Agreement is made and entered into this first day of **July, 2024** by and between the **Teaneck Public Schools** with principal offices located at **651 Teaneck Road, Teaneck, New Jersey 07666** (hereinafter referred to as the “District”), and **Bergen Day School**, with its principal offices located at **321 Queen Anne Road** (hereinafter referred to as the “private provider” as applicable or “Provider”) (together “the parties”). With locations operating at: **Bergen Day School, 321 Queen Anne Rd. Teaneck, NJ 07666.**

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**Whereas**, the School Funding Reform Act, P.L. 2007, c.260 (SFRA), adopted in January of 2008 provides for the expansion of a high-quality preschool program to all age- and income-eligible at-risk preschool children in New Jersey; and

**Whereas**, this Agreement seeks to ensure that pursuant to the SFRA, the high-quality preschool program offered by the Provider contracting with the District shall meet the educational needs of the eligible three-and four-year-old preschool children of the District through the coordination of all federal, state and local public and private community resources; and

**Whereas**, the District is required to offer a high-quality preschool program and has determined to do so by contracting with a qualified Provider that complies with the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52*; and meets the Elements of High-Quality Preschool Programs, *N.J.A.C. 6A:13A*; and

**Whereas**, the Provider is a private provider and is licensed by the New Jersey Department of Children and Families (DCF) and offers services in accordance with the applicable statutory and regulatory provisions and agrees to be bound by the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52*; Elements of High-Quality Preschool Programs, *N.J.A.C. 6A:13A*, and Fiscal Accountability, Efficiency and Budgeting Procedures, *N.J.A.C. 6A:23A*, and

**Whereas**, it is the intent of the parties that through this Agreement, each party shall be in compliance with all applicable federal and state statutes and regulations. The parties recognize that in the event that there are statutory or regulatory amendments there will be a need to amend this Agreement during its term to comply with any such changes.

Now, therefore, the parties hereby acknowledge and agree to the following:

Preschool Contract  
2024-2025 School Year

**I Purpose of Agreement**

- A. This Agreement provides funding for the minimum of a six (6) hour comprehensive preschool educational program (Program) for **184** school calendar days during the 2024-2025 school year. **[The number entered should equal the number of student contact days (# number of student contact days) and the number of teacher professional development days (# number of District professional development days) on the District school calendar exclusive of any extended year or summer programming. Also insert this number in Subsection III (B), first paragraph.]**
- B. The Provider shall offer a Program that shall meet the educational needs of the eligible three-and four-year-old preschool children of the District as set forth in this agreement and in accordance with the applicable requirements of the Elements of High-Quality Preschool Programs (*N.J.A.C. 6A:13A*), and the Manual of Requirements for Child Care Centers (*N.J.A.C. 3A:52*) and the requirements of this Agreement.
- C. The District shall work collaboratively with the Provider to meet the requirements of the Elements of High-Quality Preschool Programs (*N.J.A.C. 6A:13A*), and the Manual of Requirements for Child Care Centers (*N.J.A.C. 3A:52*) and shall compensate the Provider in accordance with this Agreement.

**II Definitions**

- A. All terms within this contract have the same meaning as defined in *N.J.A.C. 6A:13A-1.2*, as supplemented below.
  - 1. For purposes of this Agreement, the term minimum of a “six (6) hour comprehensive educational program day” means a full-day preschool Program in accordance with the school District’s grade one through twelve daily school calendar, meeting 180 days or more, depending on the district’s required number, between September 1 and June, and not exceeding June 30 of the District’s academic year.
  - 2. For purposes of this Agreement, the term "Appropriately Certified Teacher" means an individual meeting the requirements set forth in Subsection III (E)(1) of this Agreement and *N.J.A.C. 6A:13A-4.3*.
  - 3. For purposes of this Agreement, the term "Appropriately Qualified Teacher Assistant" means an individual meeting the requirements set forth in Subsection III (E) (2) of this Agreement and *N.J.A.C. 6A:13A-4.3*.
  - 4. For purposes of this Agreement, the term “Preschool Instructional Coach” means an individual meeting the requirements set forth in *N.J.A.C. 6A:13A-4.2*.

Preschool Contract  
2024-2025 School Year

5. For the purposes of this Agreement, the term “Quarterly Expenditure Report” means a report of all actual, approvable, reasonable and customary expenditures with supporting documentation and receipts available for inspection at any time by District or Department of Education (DOE) designee, for each quarter following the payment and report schedule provided in Section VII, Compensation, for all District-approved Provider budget planning documents for the 2024-2025 school year. This includes reporting the actual expenses for all approved salaries, benefits, payroll taxes, substitute stipends, classroom materials and supplies, technology, field trips and associated transportation, space costs, food costs, and administrative and indirect costs.
6. For the purposes of this Agreement, the terms “absent without excuse” and “unexcused absence” mean any absence not due to sickness or medical condition documented by a licensed medical professional or documented family emergency. Every effort should be made to reduce chronic absenteeism, which is defined as at least 10 percent of 180 days or 18 days of school. The District Board of Education shall ensure that preschool students are not suspended, long-term or short-term, and are not expelled from school (*N.J.A.C. 6A:13A-4.4(g)*).
7. For the purposes of this Agreement, the term “homeless children and youths” is as defined in Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (McKinney-Vento) (42 U.S.C. §11431 et seq.), (*N.J.A.C. 6A:17-2.2*); the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. §1400 et seq.); and the Improving Head Start for School Readiness Act (42 U.S.C. §9801 et seq.), and refers to individuals who lack a fixed, regular, and adequate nighttime residence and includes the following four categories:
  - a. Children and youth who:
    - i. share the housing of other persons due to loss of housing, economic hardship, or a similar reason;
    - ii. are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations;
    - iii. are living in emergency or transitional shelters; or
    - iv. are abandoned in hospitals.
  - b. Children and youth who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.
  - c. Children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings.



Preschool Contract  
2024-2025 School Year

- d. Children of migrant or seasonal workers who qualify as homeless because they are living in circumstances described in the first three categories.

### III Provider Requirements

#### A. General

The Provider shall at all times:

1. Be a private provider within the meaning of *N.J.A.C. 6A:13A-1.2*.
2. Be licensed by the DCF, Office of Licensing as a Child Care Program pursuant to *N.J.S.A. 30:5B-1 et seq.*
3. Operate pursuant to the requirements set forth in the Elements of High-Quality Preschool Programs (*N.J.A.C. 6A:13A*), and the Manual of Requirements for Child Care Centers (*N.J.A.C. 3A:52*) and the terms of this Agreement.

#### B. Comprehensive Education Program Requirements

The Provider shall offer a Program for **184** school calendar days during the 2024-2025 school year between September 1 and June 30 [*The number entered should equal the number of student contact days plus the number of teacher professional development days on the District school calendar exclusive of any extended year or summer programming. Insert number from Subsection I (A).*]

1. The length of the school day shall be at least six (6) hours and shall conform to the length of the school day of the District consistent with Subsection I (A).
2. The Program shall consist of the comprehensive curriculum articulated in the District's preschool plan or updates, as approved by the DOE and at a minimum shall include the following components:
  - a. A comprehensive curriculum supported by research, aligned with the *New Jersey Preschool Teaching and Learning Standards*, and linked to the *New Jersey Student Learning Stands (NJSLS)* that is approved by the DOE as part of the District's plan and annual updates;
  - b. Professional Development;
  - c. Health and Social Service Coordination;

Preschool Contract  
2024-2025 School Year

- d. Parent Involvement Activities; and
- e. Transition Activities.

3. Secular Program

The Program offered by the Provider shall comply with all federal, state and local laws and regulations regarding the secular nature of Programs receiving public funding. It is understood that violation of this provision shall be deemed a breach of this Agreement and shall be the basis for immediate termination pursuant to Section XI of this Agreement.

C. Free Provision of Program

The Provider shall not charge parents or families of children in the Program any registration or other fees to participate in the Program, if the children are eligible for the Program, free of charge.

The Provider shall not require parents or families of children to participate in wrap-around services in order to be eligible for enrollment in the Program.

D. Director Qualifications

The Provider shall have a director meeting the qualifications set forth in the Manual of Requirements for Child Care Centers (*N.J.A.C. 3A:52*) and the Elements of High- Quality Preschool Programs (*N.J.A.C. 6A:13A*).

1. The director shall be responsible for the development and implementation of the overall Program and shall work on a full-time basis and will be on-site at the child care center unless his/her presence is required at a District, DOE, or DCF function.
2. The director shall not serve in any other position including, but not limited to, instructional staff member or family worker, during the same hours as he/she is serving in the capacity of center director.
3. If the director is required to be off-site for a required District, DOE, or DCF function, or is using paid time off, he/she shall assign an on-site designee, pursuant the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52*. The designee shall not be a district-funded classroom teacher or teacher assistant.

E. Staff Qualifications

The Provider's staff shall have the following qualifications:

Preschool Contract  
2024-2025 School Year

1. All “Appropriately Certified Teachers” shall hold a bachelor's degree and, at a minimum, a Certificate of Eligibility or Certificate of Eligibility with Advanced Standing for Preschool through Grade Three certification or other equivalent preschool certification, as set forth in *N.J.A.C. 6A:9B* et seq.
2. The Provider shall require all “Appropriately Qualified Teacher Assistants”, both new hires and existing staff, to have, at a minimum, a high school diploma or its equivalent and, in school districts or schools supported by Title 1 funding, to also meet the requirements established by the Every Student Succeeds Act, P.L. 114-95.
3. The Provider shall notify the District in writing, within thirty (30) business days, of any termination of employment of teachers or teacher assistants serving children in preschool classrooms and when the employment of new personnel takes place.
4. In Districts approved to participate in the Limited Certificate of Eligibility/Certificate of Eligibility with Advanced Standing Pilot Program, the Provider shall be considered a part of the District’s plan for participating teachers.

F. Staffing Standards

The Provider shall comply with the following staffing standards for the six-hour comprehensive educational Program:

1. Class Size  
Contracted class size shall not be greater than fifteen (15) children with one certified teacher and one appropriately qualified teacher assistant, pursuant to *N.J.A.C. 6A:13A-4.3*. This ratio should be in place for the six (6)-hour day as described below.
2. Line of Sight  
The teacher and/or teacher assistant must maintain a line of sight of the children during the six (6)-hour comprehensive educational Program day.
3. Teacher Absences  
A substitute teacher and/or substitute teacher assistant shall be present and working in the preschool classroom for each day that a teacher and/or teacher assistant is absent, whether due to illness, required training, or approved personal leave. The substitute teacher shall hold, at a minimum, a substitute credential pursuant to *N.J.A.C. 6A:9B-7* et seq. A vacant teaching position shall not be filled by an individual holding only a substitute credential for longer than 20 school days, *N.J.S.A. 18A:16-1.1(a)*. The Commissioner may grant an extension of up to an additional 20 school days upon written application from the District demonstrating its inability to hire an appropriately certified teacher for the vacant position within the original 20-day time limit. The

Preschool Contract  
2024-2025 School Year

qualification for a substitute teacher assistant shall, at a minimum, be a high school diploma. The District shall share its current substitute list with the Provider. The District shall work with the Provider in acquiring substitute certification for qualified staff.

4. District staff will not actively recruit staff from the Child Care Program. Districts will agree to fund Child Care Programs at a level allowing for pay parity between the two Programs.

G. Family Workers

The Provider shall have one (1) full time family worker, as required by *N.J.A.C. 6A:13A-4.6 (b) 2i-iv*, in place for a maximum of 75 children being served by the Provider who shall:

1. Collaborate with the School District staff to ensure that activities for family involvement and social services occur. District will invite Child Care families to participate in their parent involvement activities.
2. Coordinate participation in health and social services designated by the District to serve the needs of the children and their families.
3. Provide all requested data to the District.
4. Report to the director and collaborate with appropriate District social services staff.
5. Complete a minimum of three (3) visits with each family in each school year.
6. Not serve as teacher, secretary, substitute, or in any other capacity during the same hours as they are serving as the family worker.

H. Criminal History Background Checks

The Provider, pursuant to the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52*, shall ensure that a Criminal History Record Information (CHRI) fingerprint background check is completed for all staff members at least 18 years of age who are or will be working at the center on a regularly scheduled basis, to determine whether any such person has been convicted of a crime, as specified in P.L. 2000, c. 77 and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment pursuant to law or that the check reveals a disqualifying offense and the individual has demonstrated rehabilitation as determined by the DCF.

Preschool Contract  
2024-2025 School Year

1. Within two weeks after a new staff member begins working at the center, the Provider shall ensure that the new staff member completes the CHRI fingerprinting process.
2. Until the center receives the results of the CHRI background check from DCF for a new staff member, the center shall ensure that a current staff member is present whenever the new staff member is caring for children at the center.
3. The Provider's director or human resource director shall certify to the District that all procedures related to background checks are followed for the center and each qualifying staff member as established by DCF pursuant to the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52*.
4. If it is discovered during the course of the Agreement that either a) an employee with disqualifying CHRI on file that has not demonstrated rehabilitation as determined by the DCF, or b) an employee who has not had a CHRI background check is working at a school location, said employee shall be immediately removed by the Provider.
5. Failure by the Provider to comply with DCF regulations regarding CHRI background check procedures and/or failure to remove said staff member immediately either upon notification by the District or discovery by the Provider shall be deemed a breach of this Agreement by the Provider and shall be a basis for non-renewal pursuant to Section X or termination pursuant to Section XI of this Agreement.
6. In accordance with Child Abuse Record Information Background Check Procedures, 3A:52-4.10, the Provider must ensure that any Provider or District newly hired employee or consultant does not have unsupervised access to children until the entire background check process is complete.
7. The Provider must also ensure that any Provider or District employee, consultant, or contractor with access to children enrolled in the Program must have the entire background check completed at least once every five years, in accordance with federal and state regulations.
8. When a person who is not required to complete a CHRI background check is working with children at the center, the center shall ensure oversight of that person by another staff member and ensure that person is not left alone to supervise a child or group of children, *N.J.A.C. 3A:52-4.10; N.J.A.C.3A:52-4.11*.

Preschool Contract  
2024-2025 School Year

I. Child Abuse Record Information Checks

The Provider, pursuant to the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52*, shall obtain from all staff members who are or will be working at the center on a regularly scheduled basis, written consent for DCF to conduct a Child Abuse Record Information (CARI) background check to determine whether an incident of child abuse and/or neglect has been substantiated against any such person.

1. Within two weeks after a new staff member begins working at the center, the Provider shall submit to the DCF Office of Licensing a completed CARI consent form for the new staff member.
2. Until the results of the CARI background check of a new staff member have been received from DCF, the Provider shall ensure that a current staff member is present whenever the new staff member is in the presence of children.
3. The Provider's director or human resource director shall certify to the District that all procedures in relation to CARI checks are followed for the center and each qualifying staff member as established by DCF pursuant to the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52-4.9*.
4. If it is discovered during the course of this Agreement that a CARI background check reveals that an incident of child abuse and/or neglect has been substantiated against a staff member, said staff member shall be immediately removed by the Provider.
5. Failure by the Provider to comply with DCF regulations regarding CARI background check procedures and/or failure to remove said staff member immediately either upon notification by the District or discovery by the Provider shall be deemed a breach of this Agreement by the Provider and shall be a basis for non-renewal pursuant to Section X or termination pursuant to Section XI of this Agreement.
6. Provider must conduct the complete background checks for each employee, consultant, or contractor at least once every five years, in accordance with federal and state regulations, which must include each of the checks listed in paragraphs H and I of Section III of this Agreement.
7. When a person who is not required to complete a CARI background check is working with children at the center, the center shall ensure oversight of that person by another staff member and ensure that person is not left alone to supervise a child or group of children, *N.J.A.C. 3A:52-4.10*; *N.J.A.C. 3A:52-4.11*.
8. As of June 1, 2018, *P.L. 2018, c. 5* requires that all school districts, charter schools, nonpublic schools, and contracted service providers make certain inquiries regarding

Preschool Contract  
2024-2025 School Year

child abuse and sexual misconduct of prospective employees who will have regular contact with students. Consistent with the statute, the DOE has developed employment forms that hiring entities may use to complete the required employment history review. If a hiring entity chooses not to use the forms provided below, the hiring entity is still required to comply with the terms of the statute. Please note that this employment review is separate from the criminal history review requirements. The resources below include two forms and a list of frequently asked questions regarding the implementation of *P.L. 2018, c. 5*:

- [Sexual Misconduct/Child Abuse Disclosure Release](#)
- [Sexual Misconduct/Child Abuse Disclosure Information Request](#) (follow-up form)

J. Nondiscrimination

The Provider shall be fully responsible for the recruitment and hiring of staff necessary to perform this Agreement. The Provider shall operate in conformity with the provisions of all federal and state anti-discrimination statutes and directives, including Title VII of the Civil Rights Act of 1964 and the New Jersey Law Against Discrimination, *N.J.S.A. 10:5-1 et seq.*, and is committed to Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, 42 U.S.C. §1201 et seq.

1. The Provider certifies that it is an Equal Opportunity Employer and will not discriminate in the recruitment, selection, hiring, promotion or demotion of staff or the selection of services provided to children on the basis of or against any person because of race, creed, religion, color, national origin/nationality, ancestry, age, sex/gender (including pregnancy), marital status/civil union partnership, familial status, affectional or sexual orientation, gender identity or expression, domestic partnership status, atypical hereditary cellular or blood trait, genetic information, disability, (including perceived disability, physical, mental, and/or intellectual disabilities), or liability for service in the Armed Forces of the United States.
2. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Provider setting forth the above provisions of the above nondiscrimination clause.
3. The Provider certifies that it has an Affirmative Action Program and except with respect to affectional or sexual orientation and gender identity or expression, the Provider will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual

Preschool Contract  
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orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The Provider agrees to make good faith efforts to meet targeted county employment goals established in accordance with *N.J.A.C. 17:27-5.2*.
5. The Provider agrees to inform in writing to its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
6. The Provider agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.
7. In conforming with the targeted employment goals, the Provider agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
8. Providers must also adhere to contracting requirements for affirmative action and affirmative action supplements. Forms can be accessed at <https://www.nj.gov/treasury/purchase/forms.shtml>

K. Confidentiality of Pupil Records

The Provider shall keep all pupil records in strictest confidence. During the term of this Agreement and at all times thereafter, the Provider shall not publish, disclose or use pupil records without prior written consent of the District or as otherwise provided by law in strict accordance with N.J.S.A. 18A:36-19, *N.J.A.C. 3A:52-1.1 et seq.*, *N.J.A.C. 6A:32-7.1 et seq.*, and the Federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

L. Attendance Records



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The Provider shall collect and report daily attendance information on each enrolled child in the following manner:

1. The Provider and District will work together to address chronic absenteeism which is defined as missing at least ten (10) percent of school days, or 18 days of a 180-day school year. Providers with excessive absenteeism rates should create an action plan.
2. If any enrolled child is absent without excuse for up to ten (10) consecutive days of school, the District and Provider shall make every effort to contact the family and get the child to school. The District and Provider may begin attempts to contact the family prior to ten (10) consecutive unexcused absences.
3. The Provider will make a concerted attempt to get the child to come to school. If these attempts fail and the child is absent without excuse for ten (10) consecutive days of school, the child shall no longer be enrolled and the District/Provider may fill the slot with another child.
4. Daily attendance reports shall be provided to the District on a monthly basis. The District will be responsible for entering the attendance data into their data system. If the District requires entry of data into their system, additional compensation shall be provided to the contracted Provider.
5. In accordance with the Zero Tolerance for Guns Act, *N.J.S.A. 18A:37-7 et seq.* and *N.J.A.C. 6A:13A-4.4 (g)*, preschool children shall not be expelled or suspended, which includes sending children home early or excluding children for any reason other than medical such as injury or illness. Positive behavior supports through the *Pyramid Model for Supporting Social Emotional Competencies* shall be employed to reduce or eliminate challenging behaviors.

M. Financial Management System

The Provider shall implement sound fiscal practices that include, but are not limited to:

1. Adherence to Treasury Circular 15-08-OMB, requiring recipients of State aid funds to have an annual single audit, an annual financial statement audit or a Program-specific audit, based on the State aid funds received. A Program specific audit can be elected when a recipient's State financial assistance is under only one State Program, i.e., Preschool Education Aid.
  - Recipients that expend \$750,000 or more in State financial assistance within their fiscal year must require these recipients to have annual single audits or Program-specific audits.

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- Recipients that expend less than \$750,000 in State financial assistance within their fiscal year but expend \$100,000 or more in State financial assistance within their fiscal year, must require these recipients to have either a financial statement audit performed or a Program-specific audit.
2. Maintaining a financial management system that provides timely, accurate, current and complete disclosure of all financial activities related to the Agreement, in accordance with Generally Accepted Accounting Principles (GAAP).
  3. Making expenditures in strict accordance with the DOE's 2024-2025 Private Provider Budget and Expenditure Guidance.
  4. Maintaining a preschool accounting system of all financial activities related to the Agreement separate from other funding sources.
  5. Maintaining a general ledger and account reconciliation of all financial activities related to the Agreement.
  6. Making modifications to the approved budget, when appropriate, based on reasonable and customary costs and verifiable documentation.
  7. Amending the approved budget, when appropriate, with approval by the District Board of Education.
  8. Timely completion of all financial requirements and timely electronic submission of all financial reports described in Section VII of this Agreement.

**IV District/Provider Coordination, Cooperation**

- A. The Provider and the District shall ensure that the high-quality elements required by the *New Jersey Preschool Program Implementation Guidelines* are met.
- B. The District shall, at a minimum, provide a Preschool Instructional Coach for every twenty (20) preschool classrooms to provide coaching and classroom support for classroom teachers in accordance with *N.J.A.C. 6A:13A-4.2*. Preschool Instructional Coaches will also address special needs including, but not limited to, providing additional assistance to uncertified or inexperienced teachers and professional development that supports preschool English language learners and preschool children in inclusive classroom settings. The Provider agrees to allow the Preschool Instructional Coaches to provide coaching and professional development services in the Provider's contracted classrooms. The District, with the center director and the teaching staff, shall develop an individualized professional development plan for the teaching staff that describes the role and activities of the Preschool Instructional Coach for the school year. The District shall notify the Provider

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within thirty (30) days of any staffing changes in Preschool Instructional Coach positions and assignments.

- C. The District shall make available to the Provider appropriate in-service training and systematic professional development activities.
- D. The District shall include the Provider's teachers, in addition to assistant teachers, family workers, and any additional positions funded by Preschool Expansion Aid, in all professional development experiences offered by the District for the preschool teaching staff. The Provider's teachers must attend a minimum of **3** professional development in-service/trainings/workshops offered by the District.
- E. The District shall make available a substitute teacher list to the Provider.
- F. The District shall verify the credentials and progress toward obtaining the appropriate certification or credentials, where applicable, of all preschool teaching staff in a Provider and shall verify that all required background and criminal checks on all employees have been conducted.
- G. The District and the Provider shall articulate plans and activities for children and parents who are making the transition to elementary schools.
- H. The District shall make available health and social service resources to the Provider.
- I. The District and Provider are jointly responsible for recruitment of children.
- J. The District is responsible for ensuring that each preschool child is screened within two months of school entry using a developmentally-based early childhood screening assessment approved by the DOE.
- K. Eligibility for contract renewal is based on each contracting Provider classroom maintaining a minimum reliable score of **{all districts must insert a 4.5 unless discussion with DOE results in a different score entry}** on the Early Childhood Environment Rating Scale, Third Edition (ECERS-3). The ECERS-3 must be administered by the District by an individual deemed reliable by the tool developer in each classroom no less than once every three (3) years.
- L. The Provider shall allow District or DOE designee(s) necessary access to conduct needs assessments and data collection.
- M. The District shall provide financial management assistance to the Provider in the development and monitoring of the Provider's annual budget and implementation of the preschool Program.

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- N. The District shall provide a copy of its work schedule for all teaching staff to the Provider to allow the Provider to ensure that the work schedule established for the teaching staff in the contracted preschool classrooms is comparable to the work schedule provided by the District for both teaching staff contract hours and teaching staff student contact hours and is made available to all affected teaching staff.
- O. The District shall share with the Provider the plan for transition initiatives from Program entry to kindergarten through grade three.
- P. The Provider shall submit a copy of their lease agreement or any written agreement for space, rent, or mortgage to the District for the school year, in every instance when the Provider is bound by such an agreement.
- Q. The Provider shall receive written approval from the District, consistent with *N.J.A.C. 6A:13A-7.1(c)* prior to any change affecting physical space or location of classrooms.
- R. Providers must notify the District within 24 hours of any on-site injuries or institutional abuse allegations within the District-funded classrooms. At a minimum, reporting should include: 1) the occurrence of an injury or illness while under the Provider's supervision that results in a child visiting the emergency room; 2) the occurrence of an injury or illness while under the Provider's supervision that results in a child's admittance to the hospital; 3) the death of a child while under the Provider's supervision; or 4) the occurrence of an injury or illness that results in a call to 911, on-site medical or transported emergency care, or urgent care.
- S. McKinney-Vento and the New Jersey Administrative Code applies to homeless children and youths, which includes children attending preschool Programs. District and Provider shall collaborate and coordinate to ensure that children experiencing homelessness are immediately enrolled, participate in educational programming, and have access to high quality early childhood Programs.
  - 1. School Districts that offer a public preschool education Program must ensure that children experiencing homelessness have the same access to that education as is provided to non-homeless children (42 U.S.C. § 11432(g) (4)), (*N.J. A.C. 6A:17-2.1, 6A:17-2.3*).
  - 2. McKinney-Vento requires state and local educational agencies (LEAs) to remove barriers to school enrollment (42 U.S.C. § 11432(g)(1)(I)), (*N.J.A.C. 6A:17-2.4(a)(3)*).
  - 3. Districts must ensure the immediate enrollment of children experiencing homelessness, even if they lack documents typically required for enrollment, including birth certificates, health records, and proof of residency. Immediate enrollment is one of the

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core protections of the McKinney-Vento Act (42 U.S.C. §11432(g)(3)(C)), (*N.J.A.C.* 6A:17-2.5(g)).

4. Ongoing communication, collaboration, and coordination between Provider and District, including teachers, social workers, McKinney-Vento regional coordinators/district homeless liaisons, and health staff members are vital in order to increase the enrollment of children and the provision of services to them and their families.
  5. In accordance with McKinney-Vento and New Jersey Administrative Code (*N.J.A.C.* 6A:17-2.3, *N.J.A.C.* 6A:27-6.2), Districts must provide transportation to ensure children experiencing homelessness have access to their educational day.
  6. School Districts that transport non-homeless children also must provide comparable transportation services for children experiencing homelessness (42 U.S.C. § 11432(g)(4)(A)), (*N.J.A.C.* 6A:17-2.3, *N.J.A.C.* 6A:27-6.2). In addition, transportation to the School District of residence must be provided when requested by a parent or guardian (42 U.S.C. §11432(g)(1)(J)(iii), (*N.J.A.C.* 6A:17-2.4(a)(7))). Districts must continue to provide transportation to and from the School District of residence to formerly homeless students who become permanently housed for the remainder of the academic year during which the child becomes permanently housed (42 U.S.C. § 11432 (g)(3)(A)(i)(II), (*N.J.A.C.* 6A:17-2.5). All transportation must be arranged promptly to ensure immediate enrollment and so as not to create barriers to homeless students' attendance, retention, and success (see 42 U.S.C § 11431(2) and 11432(g)(1)(I)), (*N.J.A.C.* 6A:17-1.1, *N.J.A.C.* 6A:17-2.4).
- T. The District will require that all Provider teachers fulfill their school year and will not allow staff to move from Provider classes to the District any time during the school year once classes have started. Their employment agreement with Provider will be honored.
- U. The District, in the spirit of partnership, will not actively recruit teaching staff or supervisors from the Provider.

**V Monitoring of Program Performance**

- A. The District and the DOE are responsible for monitoring the Provider on a regular basis to ensure that the Provider is delivering a quality Program. The Provider shall provide the District, the DOE, and the Department of Human Services access to its site and Program records for purposes of monitoring and ensuring that the Provider is complying with all aspects of this Agreement.

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- B. The Provider shall inform the District in writing of all conditions that may negatively affect or are negatively affecting the performance of services as soon as they are known. The disclosure shall be accompanied by a statement of the action taken or contemplated by the Provider to correct the problems and when corrective action will be taken.
- C. The District may, at any reasonable time, make site visits to inspect the Program, facility, books, records, and equipment relating to the provision of the early childhood education services, review Program accomplishments and management and financial control systems, as well as interview any officials and/or employees whose work involves the performance of this Agreement or compliance with its terms.
- D. The District shall conduct on-site monitoring at least twice in each contract year to assess compliance and shall ensure that the Provider is complying with the requirements of this Agreement.
- E. The District shall assess classroom quality and create action plans for teaching staff using the following steps:
  - 1. The District shall score Program quality on a graduated scale in all preschool classrooms based on results of the ECERS-3 as referenced in Subsection IV (K) of this Agreement.
  - 2. An action plan shall be developed and implemented by the District and Provider if any classroom falls below the minimum acceptable ECERS-3 score referenced in Subsection IV (K) of this Agreement. Development of the action plan shall involve participation of the District and the Provider in joint discussions to determine the classroom quality improvements that are necessary based upon the results of the observation instrument and establishment of a timeframe for making the required changes. The Preschool Instructional Coach shall provide technical assistance to the classroom teacher based upon the action plan.
  - 3. If the District deems that improvements have not been made according to the established plan and schedule, the District or Provider may request that the classroom or Program be evaluated by a reliable independent observer approved by the DOE. If the reliable independent observer verifies that the action plan is not being satisfied, steps shall be taken to remove the Provider teacher from the classroom or not renew or terminate the preschool Program contract pursuant to the provisions for non-renewal pursuant to Section X or termination pursuant to Section XI of this Agreement.

**VI Records, Maintenance and Retention of Records**

- A. Any and all records concerning the operation of the Program shall be retained in accordance with The School District Records Retention Schedule (attached to this Agreement as

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Attachment A and incorporated herein). Such records shall be made available to the representatives of the District and the DOE upon request. Such records shall also be available to the public to the same extent that the District records are available for public inspection.

- B. Where not otherwise specified in the School District Records Retention Schedule, the retention period starts on July 1 for records created by or filed with the Provider during the prior school year.
- C. If the provider intends to destroy any records no longer necessary to maintain under the School District Records Retention Schedule, Provider must consult and seek written approval from the District, prior to any destruction of records. Otherwise, the Provider shall transfer those records to the custody of the District.
- D. The Provider shall cause all subcontractors to comply with the terms of this Section.
- E. The Provider shall maintain and have available for audit and/or inspection all books and records that may be requested by the District, DOE, and/or DCF. A copy of said documents shall be provided to the District, the DOE, and/or DCF upon request.
- F. The Provider shall submit to the District, in a timely manner, monthly student enrollment and attendance reports, and such other reports or data as may be required by this Agreement, statute(s) or regulation(s). The District and DOE shall provide reasonable notice of audits and/or inspections.
- G. The Provider shall provide, in a timely manner, copies of all work papers produced in connection with audits made by the Provider to the District and the DOE, upon written request.

**VII Compensation**

- A. The maximum number of children for which the Provider will be compensated is **30** for the 2024-2025 school year. The District shall pay monthly to the Provider one eleventh (1/11) of the provider's approved 2024-2025 budget planning document with first payment to be issued by the District by August 1, subject to revisions pursuant to Subsection VII(C), (D), (G), & (H). Any revisions made pursuant to Subsection VII(C), (D), (G), & (H) shall be made based on the provider's average daily enrollment, not average daily attendance. The District-approved 2024-2025 budget planning document is attached as Attachment B.
- B. From October through June, in the event the average monthly enrollment for the month is greater than or equal to fourteen-fifteenths (14/15) of the number of contract slots in A above, then the amount due the following month under the contract shall equal the monthly amount as described in A above.

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- C. From October through June, in the event the average monthly enrollment for the month is less than fourteen-fifteenths (14/15) of the number of contract slots, the amount due the following month under the contract shall equal the monthly amount multiplied by the average monthly enrollment for the month, divided by the number of contract slots.
- D. For the month of October, the amount due under the contract shall not be subject to adjustment due to September enrollment for each contracted classroom that is open to receive children by September 1.
- E. The Provider shall collect and report daily attendance information on each enrolled child in the manner set forth in Subsection III (L)(4).
- F. Collection of attendance information should be used for operational and reporting purposes only.
- G. The District shall make eleven (11) monthly payments to the Provider in the sum of one-eleventh (1/11) of the revenues provided under the Provider's District-approved 2024-2025 budget planning document as set forth in A above.
- H. Except for September 1, payment shall be made each month following receipt and verification of the Provider's enrollment for the previous month. The enrollment report is to be submitted to the District on the last business day of each month. Monthly payments will not be made until the enrollment report is received and reviewed by the District. The District will review the enrollment report within one week of receiving the report. In addition, the final payment, which is to be adjusted in accordance with C and F above and based on the Provider's enrollment reports for May and June and Quarterly Expenditure Reports including receipts and supporting documentation, pursuant to H below, shall be issued on or before August 1, 2025.
- I. The Provider agrees to submit to the District a Quarterly Expenditure Report, as defined in Subsection II (A)(5), of actual, approvable, reasonable and customary expenditures signed and certified by the director and officer of the corporation (if the director is not an officer), if incorporated, and understands that the District will recoup any unexpended or misspent funds based on the Quarterly Expenditure Reports, enrollment records, and monthly payments made by the District. Based on its review of the Quarterly Expenditure Report, the District shall make prorated adjustments to subsequent monthly payments.
  - 1. If the provision for receipt and verification of the Provider's enrollment as described in H above are met, monthly payments shall be made on: September 1, October 15, November 15, December 15, January 15, February 15, March 15, April 15, and May 15. One final payment shall be issued on or before August 1, 2025.



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2. Quarterly Expenditure Reports (for quarters ending September 30, December 31, March 31, and June 30) shall be submitted to the District no later than: October 15, January 15, April 15, and June 30, respectively.
3. The Provider will appropriately expend funds to meet the Elements of High-Quality Preschool Programs, *N.J.A.C. 6A:13A* for each category of goods and services in their District-approved 2024-2025 budget planning document, including, but not limited to, instructional staff positions, materials, supplies, and technology. Materials, supplies, and technology purchases must also meet the criteria set forth in the District's comprehensive preschool curriculum.
4. The District may make a monthly payment adjustment at any time during the contract period to reimburse the Provider for large expenditures related to approved budget items including, but not limited to, playground equipment.
5. Districts may not withhold funding at any time during the contract period without meeting with the Provider. Any funds withheld during the contract period, and any associated meetings with the Provider, must be documented. If the issue of payment is not resolved locally, an appeal may be made to the Commissioner pursuant to *N.J.A.C. 6A:3, Controversies and Disputes*.

**VIII Availability of Funds**

The parties recognize that payments by the District to the Provider under this Agreement are expressly dependent upon, and subject to the availability to the District of state funds. The Provider is aware that the District's receipt of state funds is expressly conditional upon allocation, review, and approval by the DOE.

**IX Term of Agreement**

The term of this Agreement shall be July 1, 2024 to June 30, 2025.

**X Renewal or Non-Renewal of a Preschool Program Contract**

- A. The District, DOE, and Provider shall use the following processes for renewal or non-renewal of the Provider preschool Program contract:
  1. For all Provider contract renewals:
    - a. The District shall notify any Provider, in writing on or before April 1 of each contract year, of its intent to renew the preschool Program contract for an additional one-year term.

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- b. The Provider shall notify the District in writing within thirty (30) days of receipt of a renewal notice from the District of its acceptance or rejection of the offer to renew the Agreement for one year.

2. For all Provider contract non-renewals:

- a. The District shall notify the Provider, the DOE, Division of Early Childhood Services, and the DCF, Office of Licensing with a full explanation in writing on or before April 1 in any contract year of the intent to not renew any Provider's preschool Program contract for an additional one-year term and/or an intention to reduce slots. The notification shall include the reason(s) for non-renewal, including, but not limited to:

- i. Fiscal mismanagement: The District must provide documentation verifying evidence of the Provider's fiscal mismanagement as well as documentation that the District attempted to assist the Provider to correct fiscal mismanagement issues.

- ii. Poor classroom quality: The District must provide evidence that it first assessed classroom quality and created a classroom quality improvement plan in accordance with Section V of this Agreement.

- iii. Available in-District classroom space: For a non-renewal based on available in-District space, the following requirements must be met:

- (1) The new configuration must meet the elements of high quality described in *N.J.A.C. 6A:13A* and educational facilities standards for preschool described in *N.J.A.C. 6A:26*; and

- (2) It must be economically more efficient to serve the preschool children in the district space, after considering all costs associated with providing the preschool Program; and

- (3) The quality of the current in-District preschool Program must meet an average ECERS-3 score of at least four point five (4.5).

- b. The Provider may dispute the non-renewal and/or slot reduction of the preschool Program contract received in writing from the District by notifying the District and the DOE in writing within ten (10) business days of receipt of the notice of non-renewal.

- c. The appropriateness of the non-renewal decision will be affirmed or denied by the DOE. The non-renewal decision may be appealed to the Commissioner of the DOE ("Commissioner") pursuant to *N.J.A.C. 6A:3, Controversies and Disputes*.

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- d. Upon non-renewal, the District shall recover from the Provider all playground materials, playground equipment both installed and uninstalled, start-up classroom materials and start-up classroom technology or the monetary equivalent thereof. The amount to be recovered shall be determined by current market value or depreciated value of said items (as per Federal Depreciation schedule), whichever is lower.

**XI Termination of a Preschool Program Contract (see *N.J.A.C. 6A:13A-9.4(b)*)**

A. The District shall have the right to terminate this Agreement immediately upon:

1. Notice of revocation of the Provider's license;
2. Provider's breach of any of the following provisions of this Agreement:
  - a. Failure to conduct CHRI background checks as set forth in Subsection III(H) of this Agreement;
  - b. Failure to conduct CARI checks as set forth in Subsection III(I) of this Agreement;  
or
  - c. Violation of any federal, state or local law or regulation regarding the secular nature of Programs receiving public funding as set forth in Subsection III(B)(3) of this Agreement.
3. Provider's action(s) or inaction(s) that placed children in the Program at serious risk of harm.

B. For any breach of contract, except those that trigger the right to immediate termination defined in Subsection XI(A), the District shall have the right to terminate this Agreement as follows:

1. If a Provider fails to comply with any of terms of this Agreement or applicable federal, state or local requirements, the District shall notify the Provider and the DOE, Division of Early Childhood Services of the deficiency in writing.
2. If the Provider fails to submit a corrective action plan demonstrating how they will resolve the deficiency within thirty (30) days and if the Provider fails to implement the correction action plan within ninety (90) days, the District may initiate termination of this Agreement upon written notice to the Provider and DOE, Division of Early Childhood Services. Termination of the contract shall be subject to written approval by the DOE to the District and Provider.

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- a. District must submit the deficiency in writing
  - b. Provider must submit a corrective action plan within thirty (30) days
  - c. Provider must implement the corrective action plan within ninety (90) days.
- C. The Provider shall have the right to appeal to the Commissioner a District's decision to terminate this Agreement pursuant to *N.J.A.C. 6A:3, Controversies and Disputes*. The filing of an appeal under *N.J.A.C. 6A:3* shall not prevent the termination from becoming effective on the date specified unless the appealing party seeks and is granted a stay pending decision by the Commissioner.
- D. The District and the Provider may terminate this Agreement by mutual agreement, in writing, upon notice to and receipt of written approval from the DOE.
1. In the event of termination under this Subsection XI(D), said termination shall take effect upon the thirtieth day from the date the District and the Provider receive written approval from the DOE to terminate this Agreement.
- E. Upon termination, the District shall recover monetary value of startup materials limited to playground equipment, non-consumable startup materials, and start up classroom technology based on DOE approval. The amount recovered shall be determined by the current market value or depreciated value of said items (as per Federal Depreciation Schedule), whichever is lower.
- F. In the event of non-renewal or termination of this Agreement pursuant to Sections X and XI of this Agreement, by either the District or the Provider, the Provider shall continue the service until the District has found an appropriate placement for all children unless termination was instigated under the provisions set forth in Subsection XI (A) in which case termination shall be immediate. At no time shall the Provider be required to continue the service for more than ninety (90) days beyond the expiration or termination date of the existing Agreement. The Provider will be reimbursed for this continued service at the funding level established in Section VII of this Agreement.

**XII Informal Dispute Resolution Process**

- A. The District and Provider shall attempt to resolve any dispute that may arise under this Agreement. If the dispute cannot be resolved locally, an appeal may be made to the Commissioner pursuant to *N.J.A.C. 6A:3, Controversies and Disputes*.

**XIII Subcontracting and Assignment**

- A. The Provider shall not subcontract and/or assign services to be provided pursuant to Section I of this Agreement, without written approval from the District and the Commissioner.

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- B. The Provider agrees to make all records of any subcontractor available to the District, the DOE, the DCF and any federal agency whose funds are expended in the course of this Agreement for the purpose of review. All subcontracts entered into by the Provider shall include a provision whereby the subcontractor acknowledges its obligation to make all pertinent records available to the District, the DOE, the DCF and any federal agency whose funds are expended in the course of this Agreement.
- C. The subcontractor shall comply with all applicable laws and regulations.

**XIV Indemnification**

- A. The Provider shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Agreement; or (2) any failure to perform the Provider's obligations under this Agreement or any improper or deficient performance of the Provider's obligations under this Agreement. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Agreement. Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider under this Agreement, nor shall they be construed to neither relieve the Provider from any liability nor preclude the State from taking other actions available to it under any other provision of this Agreement or at law.
- B. The Provider shall immediately notify the District and the DOE in writing of any action or suit pending or filed or any claim, which may result in litigation against the District and/or the State of New Jersey by any person, organization, or other entity.

**XV Insurance**

- A. The Provider shall procure and maintain, at its own expense, until at least two years after the completion of all services performed under this Agreement and any modification hereto, liability insurance for damages imposed by law and assumed under this Agreement, of the kinds and in the amounts hereinafter provided, from insurance companies admitted or approved to do business in the State of New Jersey. The Provider expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Provider's obligations assumed in this Agreement, and shall not be construed to relieve the Provider from liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provisions of this Agreement or otherwise in law.
  - 1. The types and minimum amount of insurance shall be as follows:

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a. General Liability Insurance

i. The minimum limits of liability for this insurance shall be as follows:

(A) Bodily Injury Liability

Each Occurrence: \$1,000,000.00

Aggregate: \$3,000,000.00

(B) Property Damage Liability

Each Occurrence: \$1,000,000.00

Aggregate: \$3,000,000.00

ii. The above required General Liability Insurance shall name the State of New Jersey as an additional insured. The above required General Liability Insurance shall also name the District as an additional insured. The coverage to be provided under this policy shall include contractual liability coverage. The aggregate limits may be increased by the parties, upon mutual agreement, in order to provide adequate protection to the State and the District.

b. Comprehensive Automobile Liability Insurance

The Comprehensive Automobile Liability policy shall cover owned, non-owned and hired vehicles and/or buses for the approved transport of children with minimum limits as follows:

i. Bodily Injury Liability: \$2,000,000.00 each occurrence;

ii. Property Damage Liability: \$2,000,000.00 each occurrence; and

iii. The above required Comprehensive Automobile Liability Insurance shall name the State of New Jersey as an additional insured. The above required Comprehensive Automobile Liability Insurance shall also name the District as an additional insured. The Provider shall equip any vehicle and/or bus used in the transportation of children with "children's seats."

c. Workers' Compensation Insurance

Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of this State and shall include an endorsement to extend coverage to any state which may be interpreted to have legal jurisdiction.

d. Employer's Liability Insurance

Employer's Liability Insurance with limits not less than:

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- (1) \$1,000,000 Bodily Injury, each occurrence;
- (2) \$1,000,000 Disease each employee; and
- (3) \$1,000,000 Disease aggregate limit.

e. Employee Fidelity Bond

An Employee Fidelity Bond shall be procured on all employees of the Provider insuring against loss from employee's dishonest acts. The Bond shall be in the amount of a percentage of the current year's budget set forth in the schedule below:

<b>Total Budget</b>	<b>Minimum Bond Amount</b>
Up to \$100,000.00	20 percent of budget (Minimum \$10,000)
\$100,000.01 to \$250,000	\$20,000 plus 15 percent of all over \$100,000
\$250,000.01 to \$500,000.00	\$42,500 plus 13 percent of all over \$250,000
\$500,000.01 to \$750,000.00	\$75,000 plus 8 percent of all over \$500,000
\$750,000.01 to \$1,000,000.00	\$95,000 plus 4 percent of all over \$750,000
\$1,000,000.01 to \$2,000,000.00	\$105,000 plus 2 percent of all over \$1,000,000
\$2,000,000.01 to \$5,000,000.00	\$125,000 plus 1 percent of all over \$2,000,000
\$5,000,000.01 to \$10,000,000	\$155,000 plus ½ percent of all over \$5,000,000
10,000,000.01 and upwards	\$180,000 plus ¼ percent of all over \$10,000,000

In fixing such minimum bond, round to the nearest \$1,000.

- 2. The Provider shall, prior to the commencement of services required under this Agreement, provide the District with valid Certificates of Insurance as evidence of the Provider's insurance coverage in accordance with the foregoing provisions. Such Certificates of Insurance shall specify that the insurance provided is of the types and is in the amounts required in Subsection A(1)(a), (b), (c), (d) and (e) above.
- 3. Standard exclusions will be allowed provided they are not inconsistent with the requirements set forth Subsection A(1)(a), (b), (c), (d) and (e) above. Allowance of any additional exclusions will be at the discretion of the State. Regardless of the allowance of exclusions or deductions by the State, the Provider shall be responsible for the

Preschool Contract  
2024-2025 School Year

deductible limit of the policy and all exclusions consistent with the risks the Provider assumes under this Agreement and as imposed by law.

4. The Certificates shall provide for notice in writing to the District prior to any cancellation, expiration, or non-renewal during the term the insurance is required in accordance with this Agreement. The Provider shall also, upon request, provide the DOE with valid Certificates of Insurance and copies of each policy required under this Agreement certified by the agent or underwriter to be true copies of the policies provided to the Provider.

In the event that the Provider provides evidence of insurance in the form of Certificates of Insurance valid for a period of time less than the period during which the Provider is required by the terms of this Agreement to maintain insurance, said certificates shall be acceptable, but the Provider shall be obligated to renew its insurance policies as necessary and to provide new Certificates of Insurance from time to time, so that the District is continuously in possession of evidence of the Provider's insurance in accordance with the foregoing provisions.

5. In the event the Provider fails or refuses to renew any of its insurance policies, or any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this Agreement, the District may refuse to make payment of any further monies due under this Agreement until such time as the Provider reinstates the insurance, consistent with the requirements of this Agreement. Upon reinstatement, the District will promptly pay the Provider all money withheld in accordance with this provision. If the Provider does not reinstate the insurance within thirty (30) days of notice by the District of the insurance lapse, the District may, upon approval of the Commissioner, terminate this Agreement.
6. The Provider shall immediately notify the District and the DOE in writing of any action or suit pending or filed or any claim, which may result in litigation against the District and/or the State of New Jersey by any person, organization, or other entity.

**XVI Notices**

Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given to the party to whom intended if a) delivered by registered and certified mail, return receipt requested or b) delivered by hand. Until changed by notice in the manner specified above, the addresses of the parties to this Agreement shall be:

**For the District:**

Dr. Andre Spencer, Superintendent 651 Teaneck Rd. Teaneck, NJ 07666
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Preschool Contract  
2024-2025 School Year

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**With a copy to:**

General Counsel Name and Address
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**For the Provider:**

Marilyn Estrems, Director/Owner 321 Queen Anne Rd. Teaneck, NJ 07666
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**XVII Anti-Collusion**

The Provider warrants and represents that this Agreement has not been solicited, secured, or procured directly or indirectly in a manner contrary to the laws of the State of New Jersey and that the federal, state and local laws and regulations have not been violated and shall not be violated as they relate to the procurement or the performance of the Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any state or district employee, officer, or official.

**XVIII Subrecipient**

The relationship of the Provider to the District is that of a subrecipient of the District. The State gives Preschool Education Aid to the District, who further passes the same funding through to the Provider. The Provider, its agents and employees shall act in an independent capacity in the performance of this Agreement and shall not be considered employees of the District or the State of New Jersey and shall not have the right to bind or obligate the District or State in any manner.

**XIX Independent Contractor**

The relationship of the Provider to the District is that of an Independent Contractor. The Provider, its agents and employees shall act in an independent capacity in the performance of this Agreement and shall not be considered employees of the District or the State of New Jersey and shall not have the right to bind or obligate the District or State in any manner.

**XX Business Registration**

Preschool Contract  
2024-2025 School Year

Pursuant to *N.J.S.A. 52:32-44*, the Provider must provide a copy of its business registration certificate to the District prior to execution of the contract.

**XXI Pay to Play Provisions**

A. Pay to Play Bar

Pursuant to *N.J.A.C. 6A:23A*, and consistent with the definitions of *N.J.S.A. 19:44A-1 et seq.*, each contracting for-profit Provider shall provide the requisite vendor certification(s) of reportable contributions to the District in advance of execution of the contract so that the District may determine whether there has been any contribution that would bar the entry of the contract between the District and the for-profit Provider.

B. Pay to Play Disclosure

Pursuant to *N.J.S.A. 19:44A-20.26* (P.L. 2005, c. 271), each contracting for-profit Provider shall submit the requisite disclosure(s) to the District at least ten (10) days prior to entering into this contract.

C. Disclosure of Contributions to ELEC

Pursuant to *N.J.S.A. 19:44A-20.27* (P.L. 2005, c. 271), each contracting for-profit Provider shall file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission if the for-profit Provider receives contracts in excess of \$50,000 from public entities in a calendar year. It is the for-profit Provider's responsibility to determine if filing is necessary.

**XXII Miscellaneous**

A. Compliance with Laws

The Provider covenants that it is familiar with and shall comply with the provisions of all statutes and regulations of the DCF, Child Protection and Permanency, and the DOE, as well as other federal, state and local statutes and regulations which are, or may become, applicable to the provision of child care services and early childhood education provided under this Agreement. This includes, but is not limited to, the Provider's obligation immediately to report to Child Protection and Permanency any suspected incident of child abuse or neglect. The Provider agrees it shall maintain, throughout the term of this Agreement, a current Child Care Center License as issued by the DCF's Office of Licensing.

Preschool Contract  
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B. Applicable Law

The parties agree that this Agreement shall be construed and enforced under the laws of the State of New Jersey.

C. Entire Agreement

This Agreement, together with all Attachments referred to herein, constitutes the entire Agreement between the parties and supersedes all oral and written Agreements, if any, between the parties. No amendment or modification changing the Agreement's scope or terms shall have any force and effect unless it is made in writing, signed by both parties and approved by DOE.

D. Headings

Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

E. Severability

If any of the provisions of this Agreement are determined to be invalid, such invalidity shall not affect or impair the validity of the other provisions, which shall be considered severable and shall remain in full force and effect.

F. Waiver

No term or provision hereof shall be deemed waived and no breach excused by the parties unless such waiver or consent shall be in writing and signed by the appropriate officers of the parties.

- G. The District must provide this contract to the Provider no later than 14 days after receipt of the contract from the NJ State Department of Education in order to allow Provider's administration, Board of Directors, and any counsel to review the contract prior to signing and before submission to the District Board of Education for approval. In addition, the parties shall execute the Certification Acknowledging Modification (attached to this Agreement as Attachment C and incorporated herein), which shall be returned to the Department of Education with the final signed agreement between the parties.

Preschool Contract  
2024-2025 School Year

In Witness Whereof the parties have executed this Agreement as of the day and year above set forth.

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Name of School District

By:

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Board of Education President Signature Date

Approved as to Legal Form:

By:

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General Counsel Signature

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Name of Provider's Center/Agency

By:

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Authorized Provider Signature and Title Date

# Bergen Day School



May 16, 2023

Dr. Andre D. Spencer,  
Superintendent  
Teaneck Public Schools  
651 Teaneck Road  
Teaneck, NJ 07666

Dr. Andre D. Spencer:

Bergen Day School Early Childhood Learning Center, LLC is looking forward to partnering with the Teaneck School District as a private provider to service the Pre-K 3 & 4 students of Teaneck for the 2023-2024 school year.

We are designating 2 classrooms that can accommodate 30 Pre-K students.

Feel free to contact me at the number or email below with any questions or comments. Thank you for this opportunity. I look forward to continuing our partnerships to provide the children of Teaneck with a high quality Pre-K program.

Kind Regards,



Marilyn Estrems  
Sponsor  
bergendayschool@gmail.com  
201-294-6101



**INDUSTRIAL AND COMMERCIAL PAVING**  
INSTALLATION OF PETRO MAT FABRIC  
675 FRANKLIN AVENUE  
NUTLEY, NEW JERSEY 07110  
(973) 667-7300 • FAX (973) 667-1190

April 24, 2024

## **Proposal / Contract - Revised**

**Teaneck BOE**  
651 Teaneck Road  
Teaneck, NJ 07666  
**Attn: Anthony D'Angelo**

**Email:** [AD'angelo@teaneckschools.org](mailto:AD'angelo@teaneckschools.org)

**Phone:** 201-248-0205

**EDS Contract #1098**

### **Re: Mill | Pave | Stripe @ Teaneck High School & Lowell Elementary School**

D&L Paving Contractors, Inc. is pleased to submit our proposal to furnish all equipment, labor, and material necessary to complete the following work for above referenced project.

#### **Teaneck High School:**

- Total area ~54,475 sqft.
- Mill area 2" in-depth.
- Install 2" HMA surface course mix I-5.
- Clean and prepare area.
- Apply tac-kote.
- Stripe to existing layout.

**Total Job Cost: \$139,900.00**

#### **Lowell Elementary School:**

- Total area ~38,520 sqft.
- Mill area 2" in-depth.
- Install 2" HMA surface course mix I-5.
- Clean and prepare area.
- Apply tac-kote.
- Stripe to existing layout.

**Total Job Cost: \$98,144.00**

**Exclusions:**

- |  |   |
|--|---|
| 1. Permits, Testing, Survey and Layout, Engineering.     | 4. Ponding of Areas less than 2% Slope. |
| 2. Excavation and repair of soft areas in sub-base.      | 5. Nights, Saturdays, and Holidays.     |
| 3. Traffic Control, Saw cutting, Adjustment of Utilities |   |

***Terms and Conditions***

1. Quantities stated above are approximate only. Payment will be based on actual field measurements.
2. Sales Tax will be charged on all invoices for all work unless a valid Sales Tax Exemption Certificate is received.
3. If rock/concrete and such is encountered and cannot be removed by on-site machinery, and blasting services are required, the cost of blasting shall be the owner's responsibility.
4. If we encounter soft areas during proof rolling of the subbase, then excavating, backfill and compaction will be charged as an extra.
5. **Cold Weather Paving-** Paving done under cold weather conditions can cause asphalt imperfections. Cold, frost, rain, wind, snow, and moisture can cause defects. Paving work done under these conditions will be done at the owner's responsibility with repair work done at the owner's expense.
6. All Asphalt Paving should be left to "set-up" a minimum of 72 hours. Exposure to vehicle use in any manner could result in damage to new paving. D & L will not be held responsible for damages.
7. The prices listed in this proposal shall be valid for thirty days.
8. A reduction in quantities may result in an increase in prices.
9. This proposal becomes effective as a **CONTRACT**, after the purchaser has executed its acceptance.
10. Conditions, which are not specifically incorporated in this contract, will not be recognized. No modification or transfer of this contract after acceptance shall be binding upon the Seller, unless made in writing and signed by one of the Seller's Officers.
11. **All prices are based on the current asphalt/cement index for liquid AC20 and are subject to change without written notification.**
12. This proposal may be withdrawn pending the results of a credit investigation or it may be necessary to post a bond or establish an escrow account with sufficient funds and a guarantee of payment upon completion of our work.
13. Invoices will be rendered monthly, or at completion of work, whichever comes first, and payments are expected on any portion of the work performed and/or materials furnished during that 30-day period.
14. **Final Payment-** Payment in full is required within 30 days. A service charge of 1 1/2 % per month will be added to any unpaid portion of our invoice, which is annual percentage rate of 18%.

If the proposal is satisfactory, please sign, date, and return one copy at your earliest convenience. If applicable, please submit a copy of your tax-exempt or capital improvements certificate.

Thank you,

  
\_\_\_\_\_

Joseph Matarazzo  
D & L Paving Contractors, Inc.

Accepted By: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Job Order Package**

<b>ESCNJ State Approved Coop #65MCESCCPS</b>			
<b>JOC Contract No.: 20/21-03</b>			
<input checked="" type="checkbox"/>	<b>New Job Order</b>	<input type="checkbox"/>	<b>Modify an Existing Job Order</b>
Job Order Number:	101015.00		
Job Order Title:	Teaneck PS Lowell Elementary Chimney & Coping Repairs 22-011		
Contact:	<u>Anthony DeAngelo</u>	Contractor Name:	<u>Murray Paving and Concrete LLC</u>
Phone:	<u>201-833-5526</u>	Contact:	<u>Steve Ramos</u>
		Phone:	<u>201-670-0030</u>

<b>Work to be Performed</b>	
Work to be performed as per the Final Scope of Work and the Price Proposal dated 02/07/2024, and as per the terms and conditions of JOC Contract No 20/21-03.	
<u>Brief Task Order Description:</u>	
22-011 — Teaneck Lowell Elementary Chimney & Coping Repairs	
NOTE: The SDA, the DOE, the Office of the State Comptroller, or the New Jersey State Police or their designated agents shall have the right to inspect, examine, audit and investigate the work, services, goods or equipment paid for with the Designated Funding, as well as the documentation and records relating to the expenditures funded by the Designated Funding.	

<b>Time of Performance</b>	Estimated Start Date:	
	Estimated Completion Date:	
<b>Liquidated Damages</b>	Will apply: <input type="checkbox"/>	Will NOT apply: <input checked="" type="checkbox"/>

<b>Validation Information</b>	
<i>Option 3 - Normal Working Hours</i>	<i>0.9700</i>

<b>Job Order Firm Fixed Price: \$89,219.63</b>
Owner Purchase Order:

**Approvals**

Project Manager	Date	Bureau/Division Manager	Date
Technical/Engineer Review	Date	Contracting Officer	Date





# Contractor's Cost Proposal - Summary (L/E/M)

ESCNJ State Approved Coop #65MCECCPS

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**Date:** February 07, 2024

**Re:** IQC Master Contract #: 20/21-03  
JOC Work Order #: 101015.00  
Owner PO #:  
Title: Teaneck PS Lowell Elementary Chimney & Coping Repairs 22-011  
Contractor: Murray Paving and Concrete LLC  
Proposal Value: \$89,219.63

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**MASONRY RESTORATION** **\$89,219.63**

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**Proposal Total** **\$89,219.63**

This Proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**The Percentage of NPP on this Proposal:**                      %

# Contractor's Cost Proposal - Detail (L/E/M)

## ESCNJ State Approved Coop #65MCESCPCS

Date: February 07, 2024

Re: IQC Master Contract #: 20/21-03  
 JOC Work Order #: 101015.00  
 Owner PO #:  
 Title: Teaneck PS Lowell Elementary Chimney & Coping Repairs 22-011  
 Contractor: Murray Paving and Concrete LLC  
 Proposal Value: \$89,219.63

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
<b>MASONRY RESTORATION</b>					
1	01 22 20 00 0008		HR	Cement MasonFor tasks not included in the Task Catalog and as directed by owner only.	\$5,440.69
			Installation	Quantity 56.00 x Unit Price 100.16 x Factor 0.9700 = Total 5,440.69	
				REMOVE BRICK SECTIONS, PREP AREAS, SET TIE SUPPORTS, TOOTH NEW MASONRY	
2	01 22 20 00 0008 0002			For Foreperson, Add	\$1,360.72
			Installation	Quantity 280.00 x Unit Price 5.01 x Factor 0.9700 = Total 1,360.72	
3	01 22 20 00 0008		HR	Cement MasonFor tasks not included in the Task Catalog and as directed by owner only.	\$6,995.17
			Installation	Quantity 72.00 x Unit Price 100.16 x Factor 0.9700 = Total 6,995.17	
				CHIMNEY COPING REMOVAL / RESET, CLEAN EXISTING UNITS	
4	01 22 20 00 0008 0002			For Foreperson, Add	\$194.39
			Installation	Quantity 40.00 x Unit Price 5.01 x Factor 0.9700 = Total 194.39	
5	01 22 20 00 0016		HR	LaborerFor tasks not included in the Task Catalog and as directed by owner only.	\$5,730.22
			Installation	Quantity 56.00 x Unit Price 105.49 x Factor 0.9700 = Total 5,730.22	
				STAGE MATERIALS, SET EQUIPMENT, LAYOUT AREAS, CUTING CMU	
6	01 22 20 00 0061		HR	Flagperson For Traffic Control	\$4,847.83
			Installation	Quantity 48.00 x Unit Price 104.12 x Factor 0.9700 = Total 4,847.83	
7	01 22 23 00 1211		WK	6 CY Rear Dump Truck With Full-Time Truck Driver	\$5,602.80
			Installation	Quantity 1.00 x Unit Price 5,776.08 x Factor 0.9700 = Total 5,602.80	
				SUPPLY MATERIALS, EQUIPMENT TO SITE; SCAFFOLDING; DISMANTLING; DAILY DEBRIS CARTING	
8	01 54 23 00 0014		CCF	Heavy Duty Masonry Scaffolding With Bracing Accessories - Area Based On 2' Wide Sections (CCF / Month)	\$5,582.54
			Installation	Quantity 48.00 x Unit Price 119.90 x Factor 0.9700 = Total 5,582.54	
				MASONRY SCAFFOLDING ROOF LEVEL	
9	01 54 23 00 0019		CCF	Up To 20' Height Heavy Duty Masonry Scaffolding Initial Erection And Final Dismantling, Per CCF Of Scaffolding And Accessories.	\$4,135.92
			Installation	Quantity 48.00 x Unit Price 88.83 x Factor 0.9700 = Total 4,135.92	
				MASONRY SCAFFOLDING GROUND LEVEL	
10	01 54 23 00 0043		SF	5/8" CD Grade Plywood, Temporary Lumber	\$1,164.00
			Installation	Quantity 400.00 x Unit Price 3.00 x Factor 0.9700 = Total 1,164.00	
				TEMPORARY PROTECTION AT SCAFFOLDING	

**Contractor's Cost Proposal - Detail (L/E/M) Continues..**

**Job Order No:** 101015.00  
**Job Order Title:** Teaneck PS Lowell Elementary Chimney & Coping Repairs 22-011

**MASONRY RESTORATION**

11	01 54 26 00 0012	EA	Swing Stage Platform And Temporary Roof Mounted Outrigger System Erection And DismantlingIncludes both initial erection and final dismantling of temporary roof mounted outrigger system.							\$7,630.36
		Installation	Quantity	Unit Price	Factor	=	Total			
			1.00	7,866.35	x	0.9700	7,630.36			
			MATERIAL HOISTING TO ROOF AREAS							
12	01 56 16 00 0002	SF	6 Mil, Plastic Sheeting, Applied To Floors							\$213.40
		Installation	Quantity	Unit Price	Factor	=	Total			
			500.00	0.44	x	0.9700	213.40			
			TEMPORARY PROTECTION							
13	01 74 19 00 0012	EA	20 CY Dumpster (3 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.							\$1,474.40
		Installation	Quantity	Unit Price	Factor	=	Total			
			2.00	760.00	x	0.9700	1,474.40			
			DEBRIS REMOVAL							
14	02 41 16 13 0014	CCF	By Pneumatic Tools/Hand, Masonry Construction Building Demolition							\$2,027.69
		Installation	Quantity	Unit Price	Factor	=	Total			
			30.00	69.68	x	0.9700	2,027.69			
			BRICK VENEER REMOVAL							
15	02 41 16 13 0014 0004		For Up To 500, Add							\$608.19
		Installation	Quantity	Unit Price	Factor	=	Total			
			30.00	20.90	x	0.9700	608.19			
16	02 41 19 13 0335	VLF	Brick, Hard Mortar, Tooothing Masonry Cutouts							\$3,997.18
		Installation	Quantity	Unit Price	Factor	=	Total			
			136.00	30.30	x	0.9700	3,997.18			
			FACADE AREA BRICK REPOINT NEW TO EXISTING							
17	02 41 19 13 0337	VLF	Concrete Block, Hard Mortar, Tooothing Masonry Cutouts							\$2,367.96
		Installation	Quantity	Unit Price	Factor	=	Total			
			136.00	17.95	x	0.9700	2,367.96			
18	02 41 19 13 0356	LF	>12" To 24" Wide, Remove And Reset Precast, Stone Or Masonry Coping							\$1,715.45
		Installation	Quantity	Unit Price	Factor	=	Total			
			30.00	58.95	x	0.9700	1,715.45			
			CHIMNEY COPING REMOVAL / RESET UNITS							
19	03 01 30 71 0010	SF	Patch Verticals Or Overheads With 1/8" To 1/4" Copolymer Cementitious CompoundRapid Set - WunderFixx							\$1,259.45
		Installation	Quantity	Unit Price	Factor	=	Total			
			80.00	16.23	x	0.9700	1,259.45			
20	04 01 20 41 0004	EA	8mm Diameter, 350mm Length, 304 Stainless Steel Helical Pin, Grouted Tie For Stabilizing Solid Masonry (Helifix® CemTie)							\$169.56
		Installation	Quantity	Unit Price	Factor	=	Total			
			8.00	21.85	x	0.9700	169.56			
			PARAPET COPING SET PIN ATTACHMENTS							
21	04 01 20 41 0004 0022		For Up To 10, Add							\$79.46
		Installation	Quantity	Unit Price	Factor	=	Total			
			8.00	10.24	x	0.9700	79.46			
22	04 01 20 41 0014	EA	4.5mm Diameter, 1.2m Length, 304 Stainless Steel Helical Pin, Tie For Stitching Masonry Cracks (Helifix® Helibar)							\$632.34
		Installation	Quantity	Unit Price	Factor	=	Total			
			10.00	65.19	x	0.9700	632.34			
			MASONRY REPAIT TIE PINS							

**Contractor's Cost Proposal - Detail (L/E/M) Continues..**

**Job Order No:** 101015.00  
**Job Order Title:** Teaneck PS Lowell Elementary Chimney & Coping Repairs 22-011

**MASONRY RESTORATION**

23	04 01 20 41 0014	0022		For Up To 10, Add						\$397.31	
			Installation	Quantity	Unit Price	Factor	=	Total			
				10.00	40.96	0.9700		397.31			
				x	x						
24	04 01 20 41 0173		SF	Repair Bulging Or Loose Masonry Using New MasonryIncludes saw cutting, tooothing, removing loose masonry, installing anchor and installing new brick and mortar.						\$7,164.81	
			Installation	Quantity	Unit Price	Factor	=	Total			
				80.00	92.33	0.9700		7,164.81			
				x	x						
				REPAIR EXISTING NEW BRICK AREA AT EXISTING TIE INS							
25	04 01 20 91 0002		SF	Cut And Repoint, Hard Mortar, Running Bond, Brick						\$801.61	
			Installation	Quantity	Unit Price	Factor	=	Total			
				80.00	10.33	0.9700		801.61			
				x	x						
26	04 05 19 13 0029		CLF	#12 (For 12" Walls), Mill Galvanized, Two-Wire, 3/16" Side Rods, 3/16" Cross Rods, Ladder-Type, Masonry Wall Reinforcement						\$423.27	
			Installation	Quantity	Unit Price	Factor	=	Total			
				4.00	109.09	0.9700		423.27			
				x	x						
				CHIMNEY PARAPET RESET COPINGS REINFORCEMENT							
27	04 05 19 13 0029	0025		For Hot-Dipped Galvanized, Add						\$101.89	
			Installation	Quantity	Unit Price	Factor	=	Total			
				4.00	26.26	0.9700		101.89			
				x	x						
28	04 05 19 16 0075		EA	4-1/2" Length, 1-1/4" Width, 14 Gauge, Hot-Dipped Galvanized, Corrugated Buck (Brick) Anchor						\$225.91	
			Installation	Quantity	Unit Price	Factor	=	Total			
				85.00	2.74	0.9700		225.91			
				x	x						
				BRICK SUPPORT WALL ANCHOR REPLACEMENTS							
29	04 21 13 00 0009		SF	Norman Size Red Brick, Running BondNorman size brick, 3-5/8" x 2-1/4" x 11-5/8". (4.5 Bricks/SF)						\$13,643.05	
			Installation	Quantity	Unit Price	Factor	=	Total			
				500.00	28.13	0.9700		13,643.05			
				x	x						
				DECAYED BRICK REPLACEMENTS							
30	04 21 13 00 0009	0029		For Common Or American Bond, Add						\$388.00	
			Installation	Quantity	Unit Price	Factor	=	Total			
				500.00	0.80	0.9700		388.00			
				x	x						
31	04 72 00 00 0013		SF	2-1/2" Thick Precast Concrete Coping						\$399.54	
			Installation	Quantity	Unit Price	Factor	=	Total			
				0.00	47.59	0.9700		0.00			
				x	x						
			Demolition	Quantity	Unit Price	Factor	=	Total			
				30.00	13.73	0.9700		399.54			
				x	x						
				CHIMNEY COPING REMOVAL / RESET							
32	07 13 53 00 0014		CSF	1/16" Neoprene Sheet Waterproofing						\$1,956.22	
			Installation	Quantity	Unit Price	Factor	=	Total			
				8.00	252.09	0.9700		1,956.22			
				x	x						
				WATERPROOFING							
33	09 01 90 52 0006		SF	Hand Scrape, Concrete And Masonry Surfaces, Surface Preparation						\$349.20	
			Installation	Quantity	Unit Price	Factor	=	Total			
				500.00	0.72	0.9700		349.20			
				x	x						
34	32 14 11 00 0006		SF	1" Mortar Bedding						\$95.16	
			Installation	Quantity	Unit Price	Factor	=	Total			
				30.00	3.27	0.9700		95.16			
				x	x						
				CHIMNEY COPING MORTAR BEDDING							

**Contractor's Cost Proposal - Detail (L/E/M) Continues..**

**Job Order No:** 101015.00  
**Job Order Title:** Teaneck PS Lowell Elementary Chimney & Coping Repairs 22-011

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**MASONRY RESTORATION**

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35	32	14	11	00	0006	0071	For Up To 100, Add												\$43.94
							Installation	Quantity		Unit Price		Factor	=	Total					
								30.00	x	1.51	x	0.9700		43.94					

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**Subtotal for MASONRY RESTORATION** **\$89,219.63**

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**Proposal Total** **\$89,219.63**

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This Proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**The Percentage of NPP on this Proposal:** %

# Murray Contracting

210 S. Newman St., Hackensack, NJ 07601

January 13, 2022  
REV. 5/14/23

Project Reference: Teaneck Lowell Elementary School

1025 Lincoln Place - Teaneck, New Jersey 07666

## EXTERIOR MASONRY CHIMNEY FACADE REPAIRS, PRECAST PARAPET COPINGS:

Murray Contracting proposes to complete the scope of work below with the proper insurances, certifications, equipment, materials, demolition, debris removals based on daily prevailing wage labor.

General exterior masonry brick area restoration removal and installation of new brick toothing at chimney area, remove and reset existing chimney precast copings and replace decayed precast tapered concrete coping units to match existing.

### GENERAL SCOPE:

- Provide required temporary protection, scaffolding and material outrigger hoist at roof areas
- Cut and remove existing chimney area four courses of existing decayed brick facade sections
- Cut and remove existing chimney area double row of existing decayed brick sections
- Grind out mortar joints at needed replacement areas, clean dust or debris prior to repointing
- Repair adjoining masonry areas budging or loose brick, tooth grout and mortar repoint joints
- Provide new galvanized masonry brick clips and Helical Pins as required at new brick replacements
- Provide new running bond brick to match existing red clay type material
- Remove and salvage existing chimney cap stone, prep and reinstall on new mortar reinforced bedding
- ~~• Remove existing decayed Four (4) parapet precast tapered wall coping, prep and replace to match~~
- ~~• Caulk exposed joints watertight at new parapet copings~~
- Debris removal

OMIT FROM SCOPE. TO BE INCLUDED IN ROOF/WATERPROOF PROPOSAL.  
S. ZAWOS

### EXCLUSIONS AND NOTES:

WE EXCLUDE: Permit Fees, Masonry Coatings,

NOTE: New replacement brick and precast parapet copings to match existing adjoining areas as close as possible in texture, color and size based on standard readily available materials.

PHONE  
201-670-0030

EMAIL  
steven@murraycontracting.net

FAX  
609-674-0588

# Environmental Services Proposal

*Environmental Design Inc.*

PROFESSIONAL SERVICES  
ASCM SERVICES & PROJECT MONITORING  
FOR THE  
ASBESTOS ABATEMENT PROJECT  
AT  
TEANECK HIGH SCHOOL - PIPE TUNNELS  
100 ELIZABETH AVENUE  
TEANECK, NJ 07666

FOR  
TEANECK PUBLIC SCHOOLS  
651 TEANECK ROAD  
TEANECK, NJ 0766

*EDI* Project Number: PR-240424-1197

April 24, 2024

*Environmental Design Inc.*

5434 King Avenue, Suite 101  
Pennsauken, New Jersey 08109  
Phone: 1-888-306-4545  
www.editestng.com





# PROPOSAL

April 24, 2024

Between the Client: Anthony D'Angelo  
Director of Facilities & Grounds  
Teaneck Public Schools  
1315 Taft Avenue  
Teaneck, NJ 07666

And the Consultant: *Environmental Design Inc.*  
5434 King Avenue, Suite 101  
Pennsauken, New Jersey 08109

For the Project: Professional Asbestos Support Services  
Asbestos Abatement in Pipe Tunnels & Storage Areas  
Teaneck High School  
*EDI* Project Number: PR-240424-1197

## SCOPE OF WORK

*EDI* understands that the Client is requesting professional environmental consulting services, including Asbestos Safety Control Monitor (ASCM) services, in conjunction with the asbestos abatement project in the pipe tunnels and basement storage areas at Teaneck High School.

The abatement scope of work involves the removal of asbestos-containing pipe insulation, as well as non-asbestos thermal system insulation from the pipe tunnels under full containment conditions in accordance with *N.J.A.C.5:23-8* and the project specifications. The pipe tunnels will be cleaned of extraneous debris and decontaminated as part of the abatement project. The total area of the tunnels is estimated at 8,585 SF containing approximately 6,595 LF of pipe insulation (ACM and non-ACM insulation). There also is approximately 400 LF of pipe insulation in the basement storage areas which will be removed via "wrap & cut" procedures.

The abatement will take place in an occupied building during normal first shift hours. The project duration is estimated at thirty (30) calendar days, inclusive of site mobilization, separation barrier construction, work area preparations, abatement and cleaning, final air clearance testing, and work area teardown & site demobilization.

*EDI* will provide project design, project management, project oversight, and air monitoring throughout all phases of the asbestos abatement project.

In providing ASCM and Project Monitoring Services, *EDI* is prepared to do the following:

- Review existing data, inspect/survey work areas, and develop an asbestos abatement specification in accordance with code requirements. The specification will ensure that the asbestos abatement is conducted according to all applicable federal, state, and local regulations, as well as the specific needs of the district. The specification will include, but not be limited to, the following items to facilitate the completion of the project in a safe and cost-effective manner:
  - ⇒ Delineate the scope of work & determine method of removal.
  - ⇒ Develop air sampling strategy for an abatement in an occupied building.
  - ⇒ Outline project schedule and phasing timelines.
- Release the approved specifications to the code official in the jurisdiction having authority.
- Assist the Client with the review of the documents submitted by the abatement contractor. Coordinate pre-construction meeting(s) and implementation of the project.
- *EDI* will prepare and submit variances to the NJ Department of Community Affairs and meet with DCA inspector on-site, as necessary. Variances are submitted to the NJ DCA for approval. The fees are imposed by the State of New Jersey and are paid directly to the NJ DCA. Variances may be needed depending on final abatement design and conditions present in the work area during the abatement (e.g. live electrical in the work area). *EDI* will only obtain the building permit(s) if the situation warrants us to act as the district's "agent."
- Provide an Asbestos Safety Technician (AST) to serve as the onsite supervisor and district representative during all phases of the project. The AST will be responsible for ensuring the contractor's work meets all of the requirements of the NJ asbestos abatement sub-code, as well as federal regulations and contractual obligations delineated in the bid specification. The AST will observe and document the activities of the contractor during the entire project and direct corrective action when necessary to ensure proper compliance with the applicable regulations. Perform all required inspections during the project.
- Conduct airborne asbestos fiber monitoring during the abatement. Sample analysis will be performed on-site and/or at an accredited laboratory designated by *EDI*, as applicable. Testing and analysis will conform to the requirements of the NJ asbestos abatement sub-code and the Asbestos Hazard Emergency Response Act (AHERA) 40 CFR 763 sub part E.
- Prepare a final report that will contain a detailed listing of test results, inspections, daily logs, sign-in sheets, permit information, and any state inspection forms issued during the project.

## FEE SCHEDULE

Professional Asbestos Support Services  
Asbestos Abatement in Pipe Tunnels & Storage Areas @ Teaneck High School  
**EDI**/Project Number: PR-240424-1197

### PROFESSIONAL SERVICES

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Specification Development & Project Management <i>Spec Design &amp; Project Management; project communications; coordination w/NJDCA; lab review (104 hours @ \$90/hour)</i>	\$9,360.00
AST Project Monitoring <i>Daily air sampling &amp; project oversight; progress inspections; documentation (400 hours @ \$69.50/hour)</i>	\$27,800.00
On-site Microscopist <i>Daily on-site microscopy; required for "occupied" projects (300 hours @ \$74.50/hour)</i>	\$22,350.00
Final Report (1 @ \$300 each)	\$300.00

### ANALYTICAL FEES

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PCM daily project air samples - 1 hour TAT (250 @ \$40 each)	\$10,000.00
TEM final clearance air samples - 6 hour TAT (30 @ \$110 each)	\$3,300.00
TEM contingency samples in case of failures - 6 hour TAT (10 @ \$110 each)	\$1,100.00

### STATE FEES

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NJ DCA surcharge (6% of AST monitoring fees)	\$1,668.00
Variance; if needed (3 @ \$571.00 each)	\$1,713.00

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**GRAND TOTAL (ESTIMATE INCLUDING CONTINGENCIES)                    \$77,591.00**

*Rates based on Bergen County Master Service/Consultant contract RFP-21-013 (Resolution 1528-23).*

*The Client will only be charged for samples analyzed. Variances may or may not be required depending on project conditions. NJ Department of Community Affairs fees are imposed on all ASCM firms and must be paid directly by **EDI** as a requirement of our ASCM license.*

## TERMS & CONDITIONS

All fees are predicated upon existing regulations. *EDI* reserves the right to modify these fees should any changes, amendments, or revisions, which would affect the scope of work performed or any required changes are needed to bring the sampling, inspection, or report into compliance with Federal, State, or Local regulations.

The fees quoted will remain in effect for a period of 60 days from the date of this proposal. A signed copy of this proposal must be returned to *EDI* prior to the start of any work, along with a purchase order authorizing *EDI* to proceed. *EDI's* terms of payment are due in full upon receipt of the final report.

The Client shall be responsible for all costs incurred by *EDI* for its additional labor and or air sampling analysis needed to complete the project in the event of the selected abatement contractor's negligence or failure to complete the project on time as delineated in the bid specification. Fees are portal to portal.

It is understood and agreed that the *EDI* has done nothing to create or contribute to the presence of any hazardous waste, pollutants, chemicals, or other hazardous materials at the sites covered in this proposal. The Client understands and agrees that a full and complete determination as to whether a certain property is or is not free from environmental contamination cannot be made with 100% certainty. The Client has retained *EDI* for the sole purpose of providing the services outlined in this cost proposal and supplementary correspondence. *EDI* is only responsible for providing the services described in this proposal. Further, unless included in this proposal the Client agrees that *EDI* will not be held liable for any disclosures, notifications, or reports that are required to be made to third parties, including the appropriate governmental agencies.

If any hazardous substance other than asbestos is present and could lead to possible exposure, it is the Client's responsibility to notify *EDI* before any *EDI* personnel enter the project site.


*EDI* finds it difficult to perform their services in the absence of drawings. Drawings are preferred to be scaled architectural or engineering blue prints, (HVAC, Electrical, Plumbing or Mechanical) however, in some cases a simple high-quality schematic will be acceptable. The acceptability of drawings will be at the discretion of *EDI*. The Client acknowledges drawings may be required, and it is their responsibility to provide them to *EDI* if at all possible.

All disputes concerning this project shall be submitted by either party to arbitration under the offices of the American Arbitration Association in accordance with its Rules then in effect. The hearing locale shall be Camden County, New Jersey. Any decision rendered by said association shall be binding upon the parties and may be entered as a judgment in any Court of competent jurisdiction. *EDI* will not be responsible for providing security for the Client's property.

**ACCEPTANCE OF PROPOSAL**

Professional Asbestos Support Services  
Asbestos Abatement in Pipe Tunnels & Storage Areas @ Teaneck High School  
*EDI*/Project Number: PR-240424-1197

Please note acceptance of the proposal by signing the original and returning it to us. Please make a copy for your records.

  
\_\_\_\_\_  
Tim Gromen  
Director, Industrial Hygiene & Safety

April 24, 2024  
\_\_\_\_\_  
Dated

\_\_\_\_\_  
Client Authorized Representative

\_\_\_\_\_  
Dated

2024 ESY Staff for BOE Agenda

**Extended School Year Program - Lead Teachers**

<b><u>ESY Lead Teachers</u></b>	<b><u>Total Stipend (not to exceed)</u></b>
1. Iris Hernandez	\$9,000.00
2. William Mazerolle	\$9,000.00

that the Board approves the following staff members for participating in the district's Extended School Year Program, from June 24, 2024, through August 05, 2024, and off on July 4, 2024, from 8:00 am to 12:00 noon:

**Summer Staff: (\$50 per hr., 120 hrs. max., not to exceed \$6,000 each)**

<b><u>ESY Teachers</u></b>	<b><u>Total Stipend (not to exceed)</u></b>
1. Asha Jagadeesh	\$ 6,000.00
2. Cekuan James	\$ 6,000.00
3. Ashley Andreala-Marra	\$ 6,000.00
4. Jaqwaysia Edge	\$ 6,000.00
5. Lorena Valer	\$ 6,000.00
6. Claudette Peterkin	\$ 6,000.00
7. Amy Morales	\$ 6,000.00
8. Dana Orner	\$ 6,000.00
9. Kelly Walsh	\$ 6,000.00
10. Thecla Jones	\$ 6,000.00
11. Elzbieta Biernacka	\$ 6,000.00
12. Stephanie Davis	\$ 6,000.00
13. Michael DeAvila	\$ 6,000.00
14. Jennie Brolewicz	\$ 6,000.00
15. Vatrell Graves	\$ 6,000.00

2024 ESY Staff for BOE Agenda

16. Patrick Delaney	\$ 6,000.00
17. Jennifer Bell	\$ 6,000.00
18. Esin Sasmaz	\$ 6,000.00
19. Brittany Butler	\$ 6,000.00
20. Jones, Spencer	\$ 6,000.00
21. Costa, Tara	\$ 6,000.00
22. Taylor, Mickell	\$ 6,000.00
23. Jackson, Alyssa	\$ 6,000.00
24. Smith, Tawana	\$ 6,000.00
24. Rose, Kerryann	\$ 6,000.00
25. Bagan, Monica	\$ 6,000.00
26. Zeybek, Filiz	\$ 6,000.00
27. McBryde, Megan	\$ 6,000.00

**Transition Coordinator: (\$50.00 per hr., 50 hrs. max., not to exceed \$2,500.00)**

- TBD

**Summer Nursing Staff: (\$50.00 per hr., 120 hrs. max., not to exceed \$6,000.00)**

1. Monique Frazier-Ellington
2. Cecilia Chan
3. Johanna Reyes

**Speech Specialist Staff: (Level of service as dictated by the IEP requirements)**

1. Nicole Weiss
2. Felicia Vinpa

**Summer Substitute Staff: (\$50.00 per hr., 120 hrs. max., not to exceed \$6,000.00)**

1. Janine Lawler
2. Karelia Rodriguez
3. Gillian Iappelli
4. Gina Petrosi-Higgins
5. Nurdan Musa
6. Tyler Williams

# Human Resource Management



## POSITION DESCRIPTION

### THE TEANECK PUBLIC SCHOOL DISTRICT

#### Human Resource Management

## POSITION DESCRIPTION

**POSITION TITLE:** Chief Technology Officer

**ADMINISTRATIVE RELATIONSHIP:** Reports to the Director of Partnerships, Outreach, and Special Projects

**SUPERVISES:** Technology and Information Services Staff

#### **NATURE AND SCOPE OF POSITION:**

The Chief Technology Officer provides leadership aligned with district goals to ensure that resources effectively support teaching and learning throughout the district. The Chief Technology Officer will also provide leadership regarding the planning, development, implementation, and evaluation of technology use within the district. The Chief Technology Officer will coordinate the planning, development, implementation, and evaluation of curriculum and instructional practices within instructional technology and library media to ensure that all students meet and exceed the New Jersey-adopted standards.

#### **ESSENTIAL QUALIFICATIONS:**

1. Hold a Master's Degree from an accredited college or university.
2. Have at least five (5) years of successful administrative experience.
3. Google Admin Certification (must be obtained within 120 days of assuming position)
4. Experience with supporting: Hosted Applications; Desktop Management Systems; Directory Services and Local Area Networks, Google for Education, Active Directory and GADS.
5. Experience with Operating Systems, Software and Hardware with Apple, PC, and Chrome OS platforms.
6. Strong organizational skills, with an ability to:



- a. Make decisions in accordance with established policies/regulations
  - b. Understand and follow directions while working independently
  - c. Take technical lead of projects while working in a team environment
7. Motivated individual who demonstrates a high aptitude for technology, with a desire and ability to learn quickly.
  8. Outstanding communication skills
  9. Meet such alternatives to the above qualifications as the Superintendent may deem appropriate, acceptable, and legal.

**ESSENTIAL FUNCTIONS OF POSITION:**

1. Previous experience as or significant experience working with a Systems Administrator
2. Certifications from Google, VMW, and/or Microsoft
3. Experience with the following: Windows Deployment Server; Deployment Student or similar product for Apple devices; virtual server environments; content filtering; Learning Management Systems; Google Apps in Education; threat detection/removal systems
4. Experience with networking protocols and advanced networking concepts (ie. network switching, routing, and VLANs, School Based Administration

**PREFERRED QUALIFICATIONS:**

1. Work collaboratively with central office administrators, principals, and teachers to ensure that library media and technology services are effectively implemented throughout the district.
2. Provide support to administrative and supervisory staff.
3. Display the highest ethical and professional behavior and standards when working with students, parents, school personnel, and agencies associated with the school.
4. Recommend, implement, support, and manage the latest technology integration and innovation.
5. Works collaboratively with schools and departments to support technology integration and innovation.
6. Identifies and supports instructional applications for technology.
7. Oversees implementation of District Wide instructional technology needs in keeping with current standards in schools and Central Office.
8. Attend required staff meetings and serve, as appropriate, on staff committees.
9. Observe strictly, to avoid the appearance of conflict, all requirements of the School Ethics Act (N.J.S.A. 18A:12-21 et seq.) regarding conflicts of interest in employment,
10. Purchasing and other decisions, including solicitation and acceptance of gifts and favors, and submitting in a timely manner the required annual disclosure statement regarding employment and financial interests.
11. Perform any duties that are within the scope of employment and certifications, as assigned by the Superintendent and not otherwise prohibited by law or regulation.
12. Adhere to New Jersey School Law, State Board of Education Rules and Regulations, Board of Education Policies and Regulations, school regulations and procedures, and contractual obligations.

13. Deep understanding of information and instructional technology applied in an educational setting.
14. Ensures that the District's IT Security policies and practices are current in order to protect the integrity of all systems.
15. Provides oversight and direction for integrated data communications networks and the use of integrated database management systems.
16. Designs and implements online quality assurance support programs, including system and database security.
17. Implements and evaluates systems and procedures to protect data integrity, reliability, and accessibility.
18. Evaluate technological changes, emerging technologies, and best practices in computer and communication fields to recommend innovative and cost effective integration of new technologies.
19. Oversees all functional areas of information technology, including software design and development, systems administration, project management, systems testing, and application and network support.
20. Sets standards/guidelines for software development processes and deliverables and measure performance against these standards.
21. Manages the District's centralized technology operating budget and recommends prudent fiscal approaches for long-term hardware and software acquisition and maintenance.
22. Oversees and manages the District's Business Enterprise Applications and Network Services.
23. Recommends for hire, supervises, and evaluates the work of assigned staff.
24. Negotiates and manages services contracts to ensure the best outcomes for District technology investments.
25. Serves as a strategic advisor, functional expert, and thought partner to the Superintendent and executive/management team regarding key data and accountability strategies, initiatives, and technology.

**TERMS OF EMPLOYMENT:**

Twelve-month position. Salary \$115-\$140K

**EVALUATION:**

The annual performance evaluation will be based upon this position description and any applicable State regulations and/or Board of Education policies.

# Human Resource Management



## POSITION DESCRIPTION

### THE TEANECK PUBLIC SCHOOL DISTRICT

#### Human Resource Management

### POSITION DESCRIPTION

**POSITION TITLE:** ELEMENTARY MATHEMATICS INSTRUCTIONAL COACH

**ADMINISTRATIVE RELATIONSHIP:** Reports to the Director of School Innovation, English, and ESL and the Supervisor of Mathematics in support of Campus Administration

#### **ESSENTIAL QUALIFICATIONS:**

1. Must hold the following:
  - o Valid certificate as Elementary School Teacher in Grades K-6 (1001) or equivalent.
2. Valid Middle School Endorsement with Subject matter Specialization: Mathematics in Grades 5 – 8 (1102) or Teacher of Mathematics K-12 (1900) (preferred).
3. Five (5) years of successful mathematics classroom instruction in grades K-5.
4. In-depth understanding of NJSLs-Math K-5 progressions and articulation.
5. Proven track record of working with teachers to plan, implement, and reflect upon standards aligned mathematics lessons.
6. Experience with and knowledge of data-informed decision-making in order to inform instructional practices in support of professional learning opportunities.
7. Knowledge of and ability to apply principles and practices that foster an inclusive and collaborative culture.
8. Knowledge of the Multi-Tiered System of Support structure (MTSS) for mathematics.
9. Able to work among multiple schools to support grade-level teachers (districtwide).
10. Able to perform essential job functions with or without reasonable accommodation.

#### **ESSENTIAL FUNCTIONS OF POSITION:**

1. Assists with implementation of the district's mathematics curricular resource including development of model lesson plans aligned to the NJSLs - Mathematics;
2. Ability to lead instructional planning sessions that support teacher-teams in developing engaging, effective, standards-aligned mathematics lessons;

3. Able to develop a plan for effective coaching conversations informed by data analysis and classroom artifacts;
4. Ability to model for, team teach with, and coach mathematics teachers on implementation of evidence based instructional strategies/practices to maximize fidelity of implementation of the district curricular resources;
5. Ability to disaggregate state-level and district-level data from formative and summative assessments;
6. Ability to coach staff and administrators on effective use of data to change/improve instruction and increase student achievement;
7. Ability and willingness to work alongside grade-level teachers to model lessons in support of strengthening instructional practices;
8. Able to structure community-wide information sessions and parent outreach events in support to strengthening home-school partnerships related to mathematics practices;
9. Ability to create and lead grade-level professional development sessions focused on best practices related to mathematics instruction;
10. Able to select and apply appropriate methods to support effective teacher practice and growth in a variety of educational settings, including elementary self-contained and departmentalized classrooms and content area classrooms;
11. Ability to work among multiple buildings;
12. Attends all mathematics department meetings;
13. Must be able to perform essential job functions with or without reasonable accommodations; and
14. Perform, as assigned by the Superintendent or his/her designee, additional or alternate duties which are within the scope of employment and certification

Position descriptions are established by The Department of Human Resource Management and are adopted by the Board of Education. This document is intended to summarize the essential duties, responsibilities, qualifications and requirements of the said position with the purpose of clarifying the general nature and scope of a position's role as part of the overall organization. Position descriptions are not designed to contain or be interpreted as a comprehensive inventory of all tasks an employee might be expected to perform, and they do not limit the right of the employer/supervisor to assign additional tasks or otherwise to modify duties to be performed. Individuals shall perform other duties as assigned including work in other functional areas to cover absences, or relief to equalize peak work periods or otherwise balance the workload. Every employee has a duty to perform all assigned tasks. The order of essential functions and duties of the position as listed in the position description is not designed to or intended to rank the duties in any specific order of importance.

**TERMS OF EMPLOYMENT:**

Ten-month position. Salary determined by negotiations between the Teaneck Board of Education and the Teaneck Township Education Association.

**EVALUATION:**

The annual performance evaluation will be based upon this position description and any applicable State regulations and/or Board of Education policies.



# Human Resource Management



## POSITION DESCRIPTION

### THE TEANECK PUBLIC SCHOOL DISTRICT

#### Human Resource Management

## POSITION DESCRIPTION

**POSITION TITLE:** SECONDARY MATHEMATICS INSTRUCTIONAL COACH

**ADMINISTRATIVE RELATIONSHIP:** Reports to the Director of School Innovation, English and ESL and the Supervisor of Mathematics in support of Campus Administration

#### **ESSENTIAL QUALIFICATIONS:**

1. Bachelor of Arts in Mathematics or Master of Science in Mathematics Education or equivalent (preferred).
2. Must hold the following:
  - o Valid certificate as Teacher of Mathematics K-12 (1900) (preferred); or
  - o Valid certificate as Elementary School Teacher in Grades K-6 (1001) AND Valid Middle School Endorsement with Subject matter Specialization: Mathematics in Grades 5 – 8 (1102)
3. In-depth understanding of NJSLS-Math 6-8 progressions and articulation.
4. Proven track record of working with teachers to plan, implement, and reflect upon standards aligned mathematics lessons.
5. Experience with and knowledge of data-informed decision-making in order to inform instructional practices in support of professional learning opportunities.
6. Five (5) years of successful secondary mathematics classroom instruction.
7. Knowledge of and ability to apply principles and practices that foster an inclusive and collaborative culture.
8. Knowledge of the Multi-Tiered System of Support structure (MTSS) for mathematics
9. Must be able to work among multiple schools to support grade-level teachers (districtwide).
10. Must be able to perform essential job functions with or without reasonable accommodation.

## **ESSENTIAL FUNCTIONS OF POSITION:**

1. Assists with implementation of the district's mathematics curricular resource including development of model lesson plans and tiered interventions aligned to the NJSL - Mathematics;
2. Ability to create and lead grade-level professional development sessions focused on best practices related to mathematics instruction;
3. Models for, team teaches with, and coaches mathematics teachers on implementation of evidence-based instructional strategies/practices to ensure fidelity of implementation using the district's curricular resources;
4. Ability to lead instructional planning sessions that support teacher-teams in developing engaging, effective, standards-aligned mathematics lessons;
5. Ability to coach grade-level teachers on research-based practices in mathematics aligned to the New Jersey State Learning Standards - Mathematics;
6. Ability to develop a plan for effective coaching conversations informed by observations, data analysis and classroom artifacts;
7. Ability to disaggregate state-level and district-level data from formative and summative assessments;
8. Ability to coach staff and administrators on effective use of data to change/improve instruction and increase student achievement;
9. Ability and willingness to work alongside grade-level teachers to model lessons in support of strengthening instructional practices;
10. Able to structure community-wide information sessions and parent outreach events in support to strengthening home-school partnerships related to mathematics;
11. Able to select and apply appropriate methods to support effective teacher practice and growth in a variety of educational settings, including elementary self-contained and departmentalized classrooms and content area classrooms;
12. Attends all mathematics department meetings;
13. Ability to work between buildings;
14. Must be able to perform essential job functions with or without reasonable accommodations; and
15. Perform, as assigned by the Superintendent or his/her designee, additional or alternate duties which are within the scope of employment and certification.

Position descriptions are established by The Department of Human Resource Management and are adopted by the Board of Education. This document is intended to summarize the essential duties, responsibilities, qualifications and requirements of the said position with the purpose of clarifying the general nature and scope of a position's role as part of the overall organization. Position descriptions are not designed to contain or be interpreted as a comprehensive inventory of all tasks an employee might be expected to perform, and they do not limit the right of the employer/supervisor to assign additional tasks or otherwise modify duties to be performed. Individuals shall perform other duties as assigned including work in other functional areas to cover absences, or relief to equalize peak work periods or otherwise balance the workload. Every employee has a duty to perform all assigned tasks. The order of essential functions and duties of the position as listed in the position description is not designed to or intended to rank the duties in any specific order of importance.

## **TERMS OF EMPLOYMENT:**

Ten-month position. Salary determined by negotiations between the Teaneck Board of Education and the Teaneck Township Education Association.

**EVALUATION:**

The annual performance evaluation will be based upon this position description and any applicable State regulations and/or Board of Education policies.



# Human Resource Management



## POSITION DESCRIPTION

### THE TEANECK PUBLIC SCHOOL DISTRICT

#### Human Resource Management

## POSITION DESCRIPTION

**POSITION TITLE:** Elementary Literacy Instructional Coach

**ADMINISTRATIVE RELATIONSHIP:** Reports to the Director of School Innovation, English and ESL in support of Campus Administration

#### **ESSENTIAL QUALIFICATIONS:**

1. Must hold the following:
  - o Instructional certificate: Elementary School Teacher in Grades K - 6 (1001) or equivalent; and
  - o Instructional certificate: Reading (1430) or at minimum 15 credits at the graduate level of adv. course work in reading education.
2. Knowledge of and ability to apply effective methods for planning, implementing and analyzing standards-based literacy instruction based on the science of reading and evidence-based practices;
3. Experience with and knowledge of data-informed decision-making in order to inform instructional practices in support of professional learning opportunities;
4. Five (5) years of successful classroom elementary/language arts instruction with elementary learners;
5. Significant experience working with students who demonstrate difficulty with meeting grade-level language arts standards;
6. Knowledge of and ability to apply principles and practices that foster an inclusive and collaborative culture;
7. Knowledge of the Multi-Tiered System of Support structure (MTSS) for literacy education and reading recovery;
8. Able to work among multiple schools to support grade-level teachers (districtwide); and
9. Able to perform essential job functions with or without reasonable accommodation.

### **ESSENTIAL FUNCTIONS OF POSITION:**

1. Ability to lead instructional planning sessions that support teacher-teams in developing engaging, effective, standards-aligned literacy / language arts lessons;
2. Ability to model and team-teach lessons in grade-level literacy classes,
3. Ability to work one-on-one or in small groups with students to provide intensive and strategic reading instruction in the areas of fluency, vocabulary, reading comprehension, phonics and phonemic awareness;
4. Ability to coach grade-level teachers in research-based practices aligned to the science of reading;
5. Able to develop a plan for effective coaching conversations informed by data analysis and classroom artifacts;
6. Ability to disaggregate state-level and district-level data from formative and summative assessments and address academic gaps;
7. Able to structure community-wide information sessions and parent outreach events in support to strengthening home-school partnerships related to literacy practices;
8. Ability to create and lead grade-level professional development sessions focused on best practices related to literacy instruction;
9. Able to select and apply appropriate methods to support effective teacher practice and growth in a variety of educational settings, including elementary self-contained and departmentalized classrooms and content area classrooms;
10. Ability to work among multiple buildings;
11. Must be able to perform essential job functions with or without reasonable accommodations; and
12. Perform, as assigned by the Superintendent or his/her designee, additional or alternate duties which are within the scope of employment and certification

Position descriptions are established by The Department of Human Resource Management and are adopted by the Board of Education. This document is intended to summarize the essential duties, responsibilities, qualifications and requirements of the said position with the purpose of clarifying the general nature and scope of a position's role as part of the overall organization. Position descriptions are not designed to contain or be interpreted as a comprehensive inventory of all tasks an employee might be expected to perform, and they do not limit the right of the employer/supervisor to assign additional tasks or otherwise modify duties to be performed. Individuals shall perform other duties as assigned including work in other functional areas to cover absences, or relief to equalize peak work periods or otherwise balance the workload. Every employee has a duty to perform all assigned tasks. The order of essential functions and duties of the position as listed in the position description is not designed to or intended to rank the duties in any specific order of importance.

### **TERMS OF EMPLOYMENT:**

Ten-month position. Salary determined by negotiations between the Teaneck Board of Education and the Teaneck Township Education Association.

### **EVALUATION:**

The annual performance evaluation will be based upon this position description and any applicable State regulations and/or Board of Education policies.



# Human Resource Management



## POSITION DESCRIPTION

### THE TEANECK PUBLIC SCHOOL DISTRICT

#### Human Resource Management

### POSITION DESCRIPTION

**POSITION TITLE:** Secondary Literacy Instructional Coach

**ADMINISTRATIVE RELATIONSHIP:** Reports to the Director of School Innovation, English and ESL in support of Campus Administration

#### **ESSENTIAL QUALIFICATIONS:**

1. Must hold the following:
  - o Instructional certificate: K-12 English/Language Arts (1410) or equivalent; and
  - o Instructional certificate: Reading (1430) OR at minimum 15 credits at the graduate level of adv. course work in reading education.
2. Knowledge of and ability to apply effective methods for planning, implementing and analyzing standards-based literacy instruction based on the science of reading and evidence-based practices;
3. Experience with and knowledge of data -informed, decision-making in order to inform instructional practices in support of professional learning opportunities;
4. Five (5) years of successful secondary language arts instruction;
5. Significant experience teaching students who demonstrate difficulty with meeting grade-level language arts standards;
6. Knowledge of and ability to apply principles and practices that foster an inclusive and collaborative culture;
7. Knowledge of the Multi-Tiered System of Support structure (MTSS) for literacy education and reading recovery at the secondary level;
8. Must be able to work among multiple schools to support grade-level teachers (districtwide); and
9. Must be able to perform essential job functions with or without reasonable accommodation.

### **ESSENTIAL FUNCTIONS OF POSITION:**

1. Ability to lead instructional planning sessions that support teacher-teams in developing engaging, effective, standards-aligned literacy / language arts lessons;
2. Able to model and apply standards-aligned systematic instruction and interventions for language and literacy development;
3. Ability to work one-on-one or in small groups with students to provide intensive and strategic reading instruction
4. Ability to coach grade-level teachers on research-based practices aligned to the science of reading and the New Jersey Student Learning Standards - ELA;
5. Able to develop a plan for effective coaching conversations informed by observations, data analysis and classroom artifacts;
6. Ability to disaggregate state-level and district-level data from formative and summative assessments;
7. Ability and willingness to work alongside grade-level teachers to model lessons in support of strengthening instructional practices;
8. Able to structure community-wide information sessions and parent outreach events in support to strengthening home-school partnerships related to literacy practices;
9. Ability to create and lead grade-level professional development sessions focused on best practices related to literacy instruction;
10. Able to select and apply appropriate methods to support effective teacher practice and growth in a variety of educational settings, including elementary self-contained and departmentalized classrooms and content area classrooms;
11. Ability to work between among buildings
12. Must be able to perform essential job functions with or without reasonable accommodations; and
13. Perform, as assigned by the Superintendent or his/her designee, additional or alternate duties which are within the scope of employment and certification

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Ten-month position. Salary determined by negotiations between the Teaneck Board of Education and the Teaneck Township Education Association.

### **EVALUATION:**

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