

HASBROUCK HEIGHTS BOARD OF EDUCATION
Thursday, May 21, 2015
Regular Meeting Agenda (Final)
Time: 8:00 p.m.

I. A. Meeting called to order at:

B. Announcement of adequate meeting:

The New Jersey Open Public Meeting Law was enacted to insure the right to the public to have advance notice of and to attend the meetings of public bodies at which business affecting their interest is discussed or acted upon.

Pursuant to the New Jersey Open Public Meeting Act, Public Law 1975, Chapter 231, the Board Secretary caused notice of this meeting to be given to the public and the press on **January 06, 2015**. Said notice was posted at the Hasbrouck Heights Municipal Building, Hasbrouck Heights Board of Education Office, Hasbrouck Heights Middle and High School, Euclid Elementary School and Lincoln Elementary School.

Notice of said meeting was published under legal notice in The Record.

C. Roll Call

II. Flag Salute

III. Presentations

IV. Public Hearing on Resolutions to be acted upon this meeting.

Residents are requested to state their names, addresses and subject matter. Issues raised by members of the public may or may not be responded to by the Board. All comments will be considered and a response will be forthcoming if and when appropriate. The Board asks that members of the public be courteous and mindful of the rights of other individuals when speaking. Specifically, comments regarding students and employees of the District are discouraged and will not be responded to by the Board. Students and employees have specific legal rights afforded by the laws of New Jersey. The Board bears no responsibility nor will it be liable for any comments made by members of the public. Members of the public should consider their comments in light of the legal rights of those affected or identified in their comments and be aware that they are legally responsible and liable for their comments.

V. Approval of Minutes 4/20/15, 4/23/15, 4/28/15, 5/4/15, 5/5/15, 5/6/15, 5/11/15 (on file in business office)

VI. Correspondence and Report of School Business Administrator/Board Secretary

VII. Report of the Board President

VIII. Report of the Superintendent

IX. Committee and Liaison Reports:

- A. Education
- B. Special Education
- C. Technology
- D. Facilities
- E. Recreation
- F. Finance
- G. Personnel
- H. Policy
- I. NJ/BCSBA
- J. Borough Council Liaison
- K. Faculty Liaison
- L. PTA Liaison

X. Resolutions:

Awards/Presentations:

None

Education Committee

- E05-01-15 Approve Monthly Superintendent Discipline Report
- E05-02-15 Approve Monthly Superintendent HIB Report
- E05-03-15 Approve Monthly District Calendar
- E05-04-15 Approve Professional Development

Special Education Committee

- S05-01-15 Approve Special Services
- S05-02-15 Approve Special Services
- S05-03-15 Approve Special Services
- S05-04-15 Approve Special Services
- S05-05-15 Approve Special Services Contracts
- S05-06-15 Approve OOD ESY Placements
- S05-07-15 Approve Special Services
- S05-08-15 Approve Special Services

Technology Committee

None

Facilities Committee

- B05-01-15 Approve Facilities Use

Recreation Committee

- R05-01-15 Approve Field Trip Calendar
- R05-02-15 Approve Fundraisers
- R05-03-15 Approve Membership
- R05-04-15 Approve Program
- R05-05-15 Approve Youth Week
- R05-06-15 Approve Outdoor Track Championship
- R05-07-15 Approve Scholarships
- R05-08-15 Approve Self-Sustaining Summer Camp

Finance Committee

F05-01-15	Approve Financial Certification
F05-02-15	Approve Actual Payroll for April
F05-03-15	Approve Estimated Payroll for May
F05-04-15	Approve Bill Authorization – May
F05-05-15	Approve Board Secretary's Report
F05-06-15	Approve Joint Transportation Agreement
F05-07-15	Approve Grant Amendments
F05-08-15	Approve 192-193 Services Agreement
F05-09-15	Approve Line Item Transfers
F05-10-15	Approve Contract
F05-11-15	Approve Bond Ordinance
F05-12-15	Approve Contract

Personnel

P05-01-15	Approve Personnel Action
P05-02-15	Approve Personnel Action
P05-03-15	Approve Personnel Action
P05-04-15	Approve Personnel Action
P05-05-15	Approve Personnel Action
P05-06-15	Approve Personnel Action
P05-07-15	Approve Personnel Action
P05-08-15	Approve Personnel Action
P05-09-15	Approve Personnel Action
P05-10-15	Approve Personnel Action
P05-11-15	Approve Personnel Action
P05-12-15	Approve Personnel Action
P05-13-15	Approve Personnel Action
P05-14-15	Approve Personnel Action
P05-15-15	Approve Personnel Action
P05-16-15	Approve Personnel Action
P05-17-15	Approve Personnel Action

Policy Committee:

PL05-01-15	Approve Policies/Regulations
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XI. Old Business

XII. New Business

1. Consolidated Monitoring Report

XIII. Open Public Hearing

Residents are requested to state their names, addresses and subject matter. Issues raised by members of the public may or may not be responded to by the Board. All comments will be considered and a response will be forthcoming if and when appropriate. The Board asks that members of the public be courteous and mindful of the rights of other individuals when speaking. Specifically, comments regarding students and employees of the District are discouraged and will not be responded to by the Board. Students and employees have specific legal rights afforded by the laws of New Jersey. The Board bears no responsibility nor will it be liable for any comments made by members of the public. Members of the public should consider their comments in light of the legal rights of those affected or identified in their comments and be aware that they are legally responsible and liable for their comments.

XIV. Private Session (If necessary)

XV. Adjournment

HASBROUCK HEIGHTS BOARD OF EDUCATION
RESOLUTIONS – May 21, 2014 (Final)

Awards/Presentations:

RESOLUTIONS:

AWARDS:

None

EDUCATION COMMITTEE:

RESOLUTIONS:

E05-01-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following for the 2014 – 2015 school year:

Accept Monthly Discipline Report

E05-02-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following for the 2014 – 2015 school year:

Accept Monthly Superintendent HIB Report and approves the actions recommended by the Superintendent for the following incidents:
(if applicable)

2015 – HS – None

2015 – MS – 14 through 16 (3 investigations)

2015 – LS - 6 (1 investigation)

2015 - ES – 5 (1 investigation)

E05-03-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following for the 2014-2015 school year:

The monthly district calendar

E05-04-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following for the 2014-2015 school year:

6/2/15 – D. Cassiere & E. LaTorre – Earth Science – SBJC @ no cost to district

6/4/15 – K. Toy – Life Science – SBJC @ no cost to district

6/9/15 – D. Rispoli & R. Shannon - Physical Science – SBJC @ no cost to district

SPECIAL EDUCATION COMMITTEE:

RESOLUTIONS:

S05-01-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following special services for the 2014 – 2015 school year:

Student #1000920 – OT evaluation @ \$275 – CCL Therapy
Student #123 & 1000049 – 1:1 paras for extra- curricular activities @ \$18.85/hr
Not to exceed 11 hrs for each student
Student #1000920, #1000623, 1000778 – neurological evaluations @ \$450 each –
Dr. Ladak
Student #122 – 1:1 para for activities @ \$18.85 not to exceed 30 hours
From 6/22/15 to 6/25/15
Student #123 – teacher to chaperone for activity on 6/16/15 from 2:45 to a time to
be determined @ \$32/hr
Student #1000641 – home instruction for 10 hrs per week (2 hours per subject)
for 5 subjects @ \$40/hr
Student #4914 – OT evaluation @ \$275 – CCL Therapy
Student #GR10 – home instruction – 3 subjects – 5 hrs per week @ \$40/hr
Student #1000417 – OT, PT, Speech and Language evaluations @ \$310 plus a 7%
administration fee for a total of \$331.70 for each evaluation – Region V

S05-02-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following special services for the 2015 – 2016 school year:

CCL Therapy to provide OT/PT service to the district for ESY (**Attachment A**)

S05-03-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following special services for the 2015 – 2016 school year:

CCL Therapy to provide OT/PT services to the district (**Attachment B**)

S05-04-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following special services for the 2015 – 2016 school year:

Student #1000869 – OT 2 times per week at OOD @ \$65/session – Rickard
Rehabilitation Services, Inc for ESY and RSY

S05-05-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following special service contracts for the 2015 – 2016 school year
(Attachment C)

:

Bayada contract for nursing services @ \$52/hr for in district nurses
Invo contract for ESY and RSY

S05-06-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following OOD placements for the 2015 – 2016 ESY school year:

BCSS Contract for 10 students to attend ESY at their OOD placements beginning 7/6/15 to 7/29/15 at \$45,220 total for all **(Attachment D)**

S05-07-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following for the 2014 – 2015 school year:

RESOLVED: that the Hasbrouck Heights Board of Education approves this shared services agreement including but not limited to CST evaluations at the rate of \$310 per evaluation, hourly student therapies and other student support services at the rate of \$67.00 per hour, non public school services and other services as requested to be provided by Region V consultants on as needed basis for the 2014 – 2015 school year. There is a 7% administrative fee for out of region districts

S05-08-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following for the 2015 – 2016 school year:

RESOLVED: that the Hasbrouck Heights Board of Education approves this shared services agreement including but not limited to CST evaluations at the rate of \$310 per evaluation, hourly student therapies and other student support services at the rate of \$67.00 per hour, non public school services and other services as requested to be provided by Region V consultants on as needed basis for the 2015 – 2016 school year. There is a 7% administrative fee for out of region districts

TECHNOLOGY COMMITTEE:

RESOLUTIONS:

NONE:

FACILITIES COMMITTEE:

RESOLUTIONS:

- B05-01-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following for 2014-2015 school year:

Facilities Use (**Attachment E**)

RECREATION COMMITTEE:

RESOLUTIONS:

- R05-01-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following for 2014-2015 school year:

District Field Trip Calendar

- R05-02-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following fundraisers for 2014-2015 school year:

5/11/15 to 5/20/15 – Penny Wars – NHS – B Medina & T. Kida
5/31/15 & 6/7/15 – Car Wash - Class of 2016 – A. Lewites
6/13/15 – Cross Country Car Wash – M. Ryan
5/16/15 – NHS Car Wash – B. Medina

- R05-03-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following for 2015-2016 school year:

Approve the membership and policies of the NJSIAA (**Attachment F**)

- R05-04-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following for 2015-2016 school year:

6/22/15 – 6/26/15 – 16th annual Jr. Police Academy – M. Stillman

- R05-05-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following for 2014-2015 school year:

Student Council – youth week activities – take over board of education on 5/21/15 and attend town council meeting on 5/26/15

R05-06-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following for 2014-2015 school year:

5/29/15 & 5/30/15 - NJSIAA Outdoor Track Championships – Little Egg Harbor, NJ – Hotel, Van, daily food allowance not to exceed \$3,500

R05-07-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following for 2014-2015 school year:

Softball Scholarships to be disbursed from Softball student activity fund - \$1400 to be given to 14 seniors in the amount of \$100 each

Key Club Scholarships to be disbursed from Key Club student activity fund for the class of 2015 for a total of \$2,150

R05-08-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following for 2014-2015 school year:

8/10/15 – 8/14/15 - Self Sustaining Cross Country Summer Camp

FINANCE COMMITTEE:

RESOLUTIONS:

F05-01-15 Be it resolved that the Hasbrouck Heights Board of Education pursuant to NJAC 6A:23-2.11-4 and upon consultation with district officials, certifies that to the best of its knowledge, no major account of funds have been over expended in violation of NJAC 6A:23-2.11(a) and that sufficient funds are available to meet the district's needs.

F05-02-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the actual payroll for the month of April 2015 in the amount of \$1,630,139.77 that the President of the Board, the School Business Administrator, and the Treasurer of School Funds be, and they hereby are, authorized to sign warrants up to and including the above.

F05-03-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the estimated payroll for the month of May 2015 at \$1,400,000 and that the President of the Board, the School Business Administrator, and the Treasurer of School Funds be, and they hereby are, authorized to sign warrants up to and including the above \$1,400,000.

F05-04-15 Be it Resolved that the President of the Board and the Board Secretary are hereby authorized to sign warrants for supplies and materials received and services rendered to the Hasbrouck Heights School District for the month of May 2015

F05-05-15 Be it Resolved that the Board of Education approve the following reports in accordance with NJAC 6A:23-2.11 (a) and NJAC 6A:23-2. 11 (b) which are on file in the office of the Board Secretary:

Board Secretary's Report
Treasurer's Report
Monthly Fund Transfer Report
April 2015

F05-06-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following for the 2014 – 2015:

Joint Transportation Agreement with Educational Services Commission of Morris County **(on file in the business office)**

F05-07-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following for the 2014 – 2015:

Approve Grant Amendments **(Attachment G)**

F05-08-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following for the 2015 – 2016 school year:

Approve Non Public 192-193 Services Agreement **(Attachment H)**

F05-09-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following for the 2014 – 2015 school year:

Approve the monthly line item transfers: July 2014 – April 2015
(Attachment I)

F05-10-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following for the 2015 – 2016 school year: **(Attachment J)**

Approve the 2015 – 2016 contract with Realtime Information Technology Inc. for the Student Information System Services Agreement – annual fee \$5,250

optional software & services:

additional training @ \$150/hr

customization @ \$150/hr

F05-11-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following: **(Attachment K)**

BE IT RESOLVED that the ordinance entitled:

“REFUNDING BOND ORDINANCE PROVIDING FOR THE REFUNDING OF \$4,830,000 AGGREGATE PRINCIPAL AMOUNT OF OUTSTANDING BONDS OF THE BOARD OF EDUCATION OF THE BOROUGH OF HASBROUCK HEIGHTS, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, APPROPRIATING A SUM NOT EXCEEDING \$5,015,000 TO PAY THE COST THEREOF AND AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$5,015,000 AGGREGATE PRINCIPAL AMOUNT OF REFUNDING BONDS OF SAID BOARD TO FINANCE SUCH APPROPRIATION.”

Heretofore introduced, does now pass on first reading, and that said ordinance be further considered for final passage at a meeting to be held on the 16th day June, 2015, at 8:00 P.M., or as soon thereafter as the matter can be reached, at the Regular meeting place of the Board of Education and that at such time and place all persons interested be given an opportunity to be heard concerning said ordinance, and that the School Business Administrator/Board Secretary is hereby authorized and directed to publish said ordinance according to law with a notice of its introduction and passage on first reading and of the time and place when and where said ordinance will be further considered for final passage.

F05-12-15 Be it Resolved that the Hasbrouck Heights Board of Education approve the following for the 2015 – 2016 school year: **(Attachment L)**

Renew Genesis Educational Services, Inc – Genesis Student Information Software System @ \$26,487

PERSONNEL COMMITTEE:

RESOLUTIONS:

P05-01-15 Be it Resolved that upon the recommendation of the Superintendent of Schools the Hasbrouck Heights Board of Education approve the following appointments or personnel action for the 2015-2016 school year:

Summer Keys:

J. Keller – substitute teacher @ \$28.60/hr and substitute assistant @ \$14.30/hr

P05-02-15 Be it Resolved that upon the recommendation of the Superintendent of Schools, the Hasbrouck Heights Board of Education approve the following student teacher/practicum and/or field experience/observation placement for the 2015 – 2016 school year:

9/15/15 – 12/1/15 - M. Feliciano – Felician College – Junior Practicum with K. DiMartino @ MS once a week

9/2/15 – 12/10/15 – J. Couture – WPU with J. Mansfield @ ES

P05-03-15 Be it Resolved that upon the recommendation of the Superintendent of Schools the Hasbrouck Heights Board of Education approve the following appointments or personnel action for the 2015-2016 school year:

Summer Visitor Monitors:

Lower Paterson Avenue Door (MS entrance) – June 23, 2015 – August 7, 2015

B. Makely – Mon – Fri – 7:15 am – 12:45 pm @ \$14.30/hr

P. Maloupis – Mon – Fri – 12:45 pm – 6:15 pm @ \$14.30/hr

Upper Paterson Avenue Door (near corner of Paterson & Boulevard) – July 1, 2015 – July 28, 2015

V. Romano III – Mon – Fri – 8:00 am – 1:00 pm @ \$14.30/hr

P05-04-15 Be it Resolved that upon the recommendation of the Superintendent of Schools the Hasbrouck Heights Board of Education approve the following appointments or personnel action for the 2015-2016 school year:

Bus Driver:

C. Johannemann for July and August as needed @ \$18.09/hr

P05-05-15 Be it Resolved that upon the recommendation of the Superintendent of Schools the Hasbrouck Heights Board of Education approve the following appointments or personnel action for the 2014-2015 school year:

Leave Replacement Teacher:

J. Castillo – 2nd grade at ES for B. Chapin – 6/5/15 to 6/22/15 @ \$150/day

C. Eustice – for A. Minelli @ \$150/day effective 5/8/15

P05-06-15 Be it Resolved that upon the recommendation of the Superintendent of Schools the Hasbrouck Heights Board of Education approve the following appointments or personnel action for the 2014-2015 school year:

Extra Pay:

M. Bischoff – activities for student #122 from 6/22/15 – 6/25/15 @ \$18.85 per hour not to exceed 30 hours

B. Thorne – activity for student #123 on 6/16/15 from 2:45 to a time to be determined @ \$32/hr

C. Delsole & L. Delsole – 1:1 paras for an activity for students #123 & #1000049 on 6/11/15 from 4:45pm to a time to be determined @ \$18.85/hr for each

C. Delsole & L. Delsole – 1:1 paras for an activity for students #123 & #1000049 On 6/19/15 from 7pm to a time to be determined @ \$18/85/hr for each

P05-07-15 Be it Resolved that upon the recommendation of the Superintendent of Schools the Hasbrouck Heights Board of Education approve the following appointments or personnel action for the 2014-2015 school year:

Home Instruction:

A. Lewites – 2 hrs per week for History and 2 hrs per week Algebra for student #1000641 @ \$40/hr – beginning 4/15/15

B. Cafferty – 2 hrs per week for Spanish II for student #1000641 @ \$40/hr beginning 4/14/15

M. Binazeski – 2 hrs per week Science for student #1000641 @ \$40/hr beginning 4/14/15

D. Perez – 2 hrs per week for English for student #1000641 @ \$40/hr beginning 4/14/15

D. Perez – 2 hrs per week for English for student GR10 @ \$40/hr beginning

P. Cassano – 2 hrs per week for Geometry for student #GR10 @ \$40/hr beginning 4/24/15

N. Pede – 1 hr per week for Spanish for student #GR10 @ \$40/hr beginning 4/24/15

- P05-08-15 Be it Resolved that upon the recommendation of the Superintendent of Schools the Hasbrouck Heights Board of Education approve the following appointments or personnel action for the 2014-2015 school year:

Substitute Teachers:

A. Schneckenberg – county certified @ \$13.91/hr

- P05-09-15 Be it Resolved that upon the recommendation of the Superintendent of Schools the Hasbrouck Heights Board of Education approve the following appointments or personnel action for the 2014-2015 school year:

Substitute Para:

A. Schneckenberg @ \$10/hr

*S. Scholz @ \$10/hr

*Pending Paperwork

- P05-10-15 Be it Resolved that upon the recommendation of the Superintendent of Schools the Hasbrouck Heights Board of Education approve the following appointments or personnel action for the 2015-2016 school year:

Self-Sustaining Programs:

A.Kistner, V. Barchini, M. Cebula, J. Ferranti, K. Jauhaur, J. VanDam – Heights Hoops @ \$32/hr (if funding is available)

D. Ahman @ \$35/hr, A. Castora @ \$31/hr, C. Sciancalepore @ \$8.63/hr, G. Lombardi @ \$8.63/hr – Summer Tennis (if funding is available)

- P05-11-15 Be it Resolved that upon the recommendation of the Superintendent of Schools the Hasbrouck Heights Board of Education approve the following appointments or personnel action for the 2015-2016 school year:

ESY Program 7/1/15 – 7/28/15
(Attachment M)

P05-12-15 Be it Resolved that upon the recommendation of the Superintendent of Schools the Hasbrouck Heights Board of Education approve the following appointments or personnel action for the 2015-2016 school year:

Extra Pay:

A. Lewites – ESY Coordinator for trips and activities @ \$32/hr not to exceed 15 hrs

M. Stillman – Jr. Police Academy - @ \$32/hr not to exceed \$960

P05-13-15 Be it Resolved that upon the recommendation of the Superintendent of Schools the Hasbrouck Heights Board of Education approve the following appointments or personnel action for the 2014-2015 school year:

Retirement:

N. Delcalzo – effective 6/30/15

D. Mikulka – effective 6/30/15

P05-14-15 Be it Resolved that upon the recommendation of the Superintendent of Schools the Hasbrouck Heights Board of Education approve the following appointments or personnel action for the 2015-2016 school year:

Amend Resolution #P04-15-15 rescinding the appointment of K. MacDonald

P05-15-15 Be it Resolved that upon the recommendation of the Superintendent of Schools the Hasbrouck Heights Board of Education approve the following appointments or personnel action for the 2015-2016 school year:

Transfers:

C. Cassidy – HS Vice-Principal to HS Social Studies teacher effective 7/1/15
@ Step 17 MA+30

P05-16-15 Be it Resolved that upon the recommendation of the Superintendent of Schools the Hasbrouck Heights Board of Education approve the following appointments or personnel action for the 2015-2016 school year:

Leave of Absence:

D. Knaggs – paid sick leave – 5/19/15 – 6/1/15 and unpaid FMLA 6/2/15 – 6/26/15

Amend Resolution #P01-03-15 – N. Delcalzo - paid sick leave from 5/4/15 to 7/1/15

P05-17-15 Be it Resolved that upon the recommendation of the Superintendent of Schools the Hasbrouck Heights Board of Education approve the following appointments or personnel action for the 2015-2016 school year:

Self-Sustaining Summer Program:

M. Ryan @ \$32/hr

POLICY COMMITTEE:

RESOLUTIONS:

PL05-01-15 Be it Resolved that the Hasbrouck Heights Board of Education approve first/second reading of the following new or revised policies/regulations/exhibits or by laws, attached to the minutes: **(Attachment N)**

Policy #0134 – Board Self Evaluation **(Second Reading)**

Policy #0152 – Board Officers **(Second Reading)**

Policy #3212 – Attendance (Staff) **(Second Reading)**

Policy #4212 – Attendance (Support Staff) **(Second Reading)**

Policy/Regulation #3218 – Substance Abuse (Staff) **(Second Reading)**

Policy/Regulation #4218 – Substance Abuse (Support Staff) **(Second Reading)**

Policy/Regulation #5200– Attendance (Students) **(Second Reading)**

Policy #5465 – Early Graduation **(Second Reading)**

Policy #8630 – Bus Driver/Bus Aide Responsibility **(Second Reading)**

Regulation #8630 – Emergency School Bus Procedures **(Second Reading)**

Policy/Regulation #2464 – Gifted and Talented Pupils **(First Reading)**

Policy #5460 – High School Graduation **(First Reading)**

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT is made as of _____, 2015 ("hereinafter, "Agreement") by and between CCL Therapy, LLC, a New Jersey limited liability company having an address at 206 Deerlea Lane, Boonton, NJ 07005, Boonton, New Jersey 07751, JenniferBetzOT@optonline.net (hereinafter, "CCL THERAPY"), and the Hasbrouck Heights Board of Education, having an address at 379 Boulevard, Hasbrouck Heights, New Jersey 07075 (hereinafter, "HHBOE").

In consideration of the mutual terms and conditions hereinafter set forth, CCL THERAPY and HHBOE hereby agree as follows:

1. CCL THERAPY will provide HHBOE with Occupational and/or Physical Therapy Evaluations services and Occupational Therapy and/or Physical services on an "as needed" basis (individually and collectively, the "Services"). The Services will be provided under the supervision of Jennifer Wagner, a New Jersey State Licensed Occupational Therapist, and other New Jersey Licensed Occupational Therapists and New Jersey Licensed Physical Therapists, as applicable, under her direction and supervision. The Services will be in effect from **JUNE 24, 2015 until the beginning of the 2015-2016 School year**, unless terminated earlier in accordance with the terms of this Agreement.

2. According to this Agreement, CCL THERAPY shall provide specialized services under the terms and conditions specified herein: each Occupational Therapist and/or Physical Therapist will be using a New Jersey State License. Each Occupational and/or Physical Therapist will provide related services, therapies or child study team services as prescribed under state law (N.J.A.C.6:28) and federal law (P.L. 94-142, P.L. 99-457 and Section 504 of the Rehabilitation Act), in accordance with the recommendations, goals and objectives as specified in each students' Individual Education Plan(IEP). In addition, each Occupational and/or Physical Therapist may be required to provide evaluations, consultations, and screening services as part of his/her responsibilities.

3. CCL THERAPY agrees to fully adhere to the terms of this Agreement, for which it will be paid a fee in the following manner:

- Evaluations/Re-evaluations (including documentation) "As Needed":
- \$275.00 per evaluation/reevaluation
- Annual Reviews at a rate of \$95.00
- IEP Meeting rate \$47.50 per half hour
- One hour treatment sessions at \$95.00
- Thirty minute treatment sessions at \$47.50

CCL THERAPY shall be paid a fee on a bi- monthly basis upon submission of an invoice of services provided by CCL THERAPY to HHBOE. CCL THERAPY shall provide HHBOE with a time sheet and an itemized bill at the bi-monthly month, which will indicate all hours worked. HHBOE shall pay all CCL THERAPY invoices within fifteen (15) days of submission.

4. This Agreement may only be amended by mutual consent and upon signature of both parties. However, any consent, waiver, approval or authorization shall be effective if signed by the party granting or making such consent, waiver, approval or authorization.

5. In the event of any dispute between the parties concerning this Agreement, this Agreement shall be construed in accordance with the laws of the State of New Jersey and adjudicated in the courts located in the State of New Jersey, without regard to conflicts of law principles.

6. In the event of a breach or a threatened or intended breach of this Agreement by HHBOE, CCL THERAPY shall seek all available remedies at law or in equity, including, but not limited to, any expenses associated with such enforcement of the Agreement, such as court costs and attorney fees.

7. This Agreement may be executed in any number of original counterparts, all of which evidence only one agreement, and only one of which need be produced for any purpose.

8. Any notice, demand, consent, authorization or other communication (collectively a "Notice") which either party is required or may desire to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving such Notice, and delivered by express courier or delivery service or by registered or certified mail of the United States Postal Service, return receipt requested, addressed to the other party at the addresses set forth on the first page hereof (or to such other address or person as either party or person entitled to Notice may by Notice to the other specify). Unless otherwise specified, Notices shall be deemed given when received, but if delivery is not accepted, on the earlier of the date delivery is refused or the third day after the same is deposited with the United States Postal Service. Further, facsimile signatures, as well as PDF/scans/e-mails shall be deemed originals.

9. The invalidation or unenforceability in any particular circumstance of any of the provisions of this Agreement shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
- SIGNATURE PAGE FOLLOWS]**

Acknowledged and Agreed:

Hasbrouck Heights Board of Education

By: _____
(Signature)

(Printed Name)

(Date)

CCL Therapy, LLC

By: _____
(Signature)

Jennifer Wagner, MSOTR/L
Member

(Date)

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT is made as of _____, 2015 ("hereinafter, "Agreement") by and between CCL Therapy, LLC, a New Jersey limited liability company having an address at 206 Deerlea Lane, Boonton, NJ 07005, Boonton, New Jersey 07751, JenniferBetzOT@optonline.net (hereinafter, "CCL THERAPY"), and the Hasbrouck Heights Board of Education, having an address at 379 Boulevard, Hasbrouck Heights, New Jersey 07075 (hereinafter, "HHBOE").

In consideration of the mutual terms and conditions hereinafter set forth, CCL THERAPY and HHBOE hereby agree as follows:

1. CCL THERAPY will provide HHBOE with Occupational and/or Physical Therapy Evaluations services and Occupational Therapy and/or Physical services on an "as needed" basis (individually and collectively, the "Services"). The Services will be provided under the supervision of Jennifer Wagner, a New Jersey State Licensed Occupational Therapist, and other New Jersey Licensed Occupational Therapists and New Jersey Licensed Physical Therapists, as applicable, under her direction and supervision. The Services will be in effect from **September 1, 2015 until the ending of the 2015-2016 School year**, unless terminated earlier in accordance with the terms of this Agreement.

2. According to this Agreement, CCL THERAPY shall provide specialized services under the terms and conditions specified herein: each Occupational Therapist and/or Physical Therapist will be using a New Jersey State License. Each Occupational and/or Physical Therapist will provide related services, therapies or child study team services as prescribed under state law (N.J.A.C.6:28) and federal law (P.L. 94-142, P.L. 99-457 and Section 504 of the Rehabilitation Act), in accordance with the recommendations, goals and objectives as specified in each students' Individual Education Plan(IEP). In addition, each Occupational and/or Physical Therapist may be required to provide evaluations, consultations, and screening services as part of his/her responsibilities.

3. CCL THERAPY agrees to fully adhere to the terms of this Agreement, for which it will be paid a fee in the following manner:

- Evaluations/Re-evaluations (including documentation) "As Needed":
- \$275.00 per evaluation/reevaluation
- Annual Reviews at a rate of \$95.00
- IEP Meeting rate \$47.50 per half hour
- One hour treatment sessions at \$95.00
- Thirty minute treatment sessions at \$47.50

CCL THERAPY shall be paid a fee on a bi- monthly basis upon submission of an invoice of services provided by CCL THERAPY to HHBOE. CCL THERAPY shall provide HHBOE with a time sheet and an itemized bill at the bi-monthly month, which will indicate all hours worked. HHBOE shall pay all CCL THERAPY invoices within fifteen (15) days of submission.

4. This Agreement may only be amended by mutual consent and upon signature of both parties. However, any consent, waiver, approval or authorization shall be effective if signed by the party granting or making such consent, waiver, approval or authorization.

5. In the event of any dispute between the parties concerning this Agreement, this Agreement shall be construed in accordance with the laws of the State of New Jersey and adjudicated in the courts located in the State of New Jersey, without regard to conflicts of law principles.

6. In the event of a breach or a threatened or intended breach of this Agreement by HHBOE, CCL THERAPY shall seek all available remedies at law or in equity, including, but not limited to, any expenses associated with such enforcement of the Agreement, such as court costs and attorney fees.

7. This Agreement may be executed in any number of original counterparts, all of which evidence only one agreement, and only one of which need be produced for any purpose.

8. Any notice, demand, consent, authorization or other communication (collectively a "Notice") which either party is required or may desire to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving such Notice, and delivered by express courier or delivery service or by registered or certified mail of the United States Postal Service, return receipt requested, addressed to the other party at the addresses set forth on the first page hereof (or to such other address or person as either party or person entitled to Notice may by Notice to the other specify). Unless otherwise specified, Notices shall be deemed given when received, but if delivery is not accepted, on the earlier of the date delivery is refused or the third day after the same is deposited with the United States Postal Service. Further, facsimile signatures, as well as PDF/scans/e-mails shall be deemed originals.

9. The invalidation or unenforceability in any particular circumstance of any of the provisions of this Agreement shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
- SIGNATURE PAGE FOLLOWS]**

Acknowledged and Agreed:

Hasbrouck Heights Board of Education

CCL Therapy, LLC

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

Jennifer Wagner, MSOTR/L
Member

(Date)

(Date)

CONTRACT FOR IN SCHOOL NURSING SERVICES

This AGREEMENT is made and entered into this _____ day of _____, 2015, by **BAYADA Home Health Care, Inc.**, with a service office located at 90 Main Street, Hackensack, New Jersey 07601 (hereinafter referred to as **BAYADA**) and **Hasbrouck Heights Board of Education**, located at 379 Boulevard, Hasbrouck Heights, New Jersey 07604 (hereinafter referred to as **SCHOOL**).

BAYADA is a home health care agency, engaged in the business of providing professional nursing services and **SCHOOL** has identified a need for an in **SCHOOL** nurse to provide basic nursing care and teaching services to its students.

WHEREAS, it is the desire of both parties to make provision for onsite nursing services, in accordance with the terms of this Agreement.

THEREFORE, in consideration for the mutual covenants expressed herein, **BAYADA** and **SCHOOL** agree to the terms and conditions outlined herein:

I. RESPONSIBILITIES OF BAYADA

- A. Qualifications of Personnel. The Nurse supplied by **BAYADA** shall be a Registered Nurse (RN) who shall hold a current license, registration or certification to practice in the State of New Jersey, and shall provide services pursuant to the applicable state laws.
- B. Personnel Records Inspection. **BAYADA** shall make available for inspection, upon the request of **SCHOOL**, the personnel files of its nurse who is providing onsite services. The contents of such file will include:
1. Verification of current licensure or certification as applicable; and
 2. Completed application for employment or resume; and
 3. Verified references; and
 4. Evidence of annual performance evaluation; and
 5. A criminal record check, conducted upon hire, if required by state law; and
 6. Evidence of at least one, annual in-service education or training in accordance with applicable state regulations.
- C. Service. **BAYADA** shall provide an RN to **SCHOOL** on a substitute basis. The RN will provide basic nursing services to **SCHOOL**'s students currently attending schools located within **SCHOOL**'s district. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.
- D. Place of Performance. **BAYADA** will provide services primarily at schools located within **SCHOOL**'s district or other specified location where students will be during the school day. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.

E. Insurance.

1. **BAYADA** shall maintain general liability and professional liability coverage for any negligent acts or omissions of **BAYADA** employees which may give rise to liability under this Agreement.
2. **BAYADA** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.

F. Indemnification. **BAYADA** agrees to indemnify and hold harmless **SCHOOL** from all bodily injury and/or property damage claims arising out of the sole negligence of **BAYADA**, acting through its directors, agents, and employees.

G. Payment of Personnel. **BAYADA**, as an employer, shall remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Workers' Compensation, Social Security, employment and other insurance requirements for its personnel.

H. Equal Opportunity Employment. **BAYADA** agrees to comply with the New Jersey state requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, and the Americans With Disabilities Act, where applicable, during the performance of this Agreement and will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. **BAYADA** will provide required reports as requested.

I. Policies and Procedures. **BAYADA** will follow the **SCHOOL**'s policies and procedures while providing care in the **SCHOOL** setting.

II. RESPONSIBILITIES OF SCHOOL

A. Payment for Services. **SCHOOL** will remain responsible to compensate **BAYADA** for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.

B. Insurance.

1. **SCHOOL** shall maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of **SCHOOL** acting through its directors, agents, employees or other personnel which may give rise to liability under this Agreement.
2. **SCHOOL** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.

C. Indemnification. **SCHOOL** agrees to indemnify and hold harmless **BAYADA** from all bodily injury and/or property damage claims arising from any act or omission of **SCHOOL**, acting through its directors, agents, employees or other personnel.

D. Equipment and Supplies. **SCHOOL** will supply **BAYADA**'s RN with all necessary equipment, tools, materials and supplies (including teaching materials and supplies) necessary to perform services under this Agreement.

- E. Employment Status. **SCHOOL** understands and agrees that the RN is an employee of **BAYADA** and **SCHOOL** will not attempt to solicit the RN to work privately for **SCHOOL**, without written authorization from **BAYADA**, during the term of this Agreement and for one (1) year following its termination or expiration. **SCHOOL** recognizes the recruiting, training and retention expenses that **BAYADA** encounters as an employer and acknowledges that **BAYADA** is not a placement or referral service. Should **SCHOOL** desire to hire one of **BAYADA**'s employees, **SCHOOL** agrees to provide **BAYADA** with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross salary or \$5,000.00 whichever is greater. This fee shall apply to any **BAYADA** employee **SCHOOL** wishes to hire.
- F. New Jersey Department of Education Requirements. As required by the New Jersey Department of Education (NJDOE), **SCHOOL** agrees to sponsor those **BAYADA** employees who will be providing services within **SCHOOL**'s district. Such sponsorship includes, but is not limited to, an NJDOE Criminal History Review. **SCHOOL** agrees to provide **BAYADA** with all NJDOE forms and information necessary for **BAYADA**'s employees to obtain the required Criminal History Review. **BAYADA** agrees to provide only employees that have been sponsored by **SCHOOL** and approved by the NJDOE.
- G. Compliance Program. **BAYADA** values honesty and confidentiality in all business interactions. In order to assure adherence to these values, **BAYADA** maintains a corporate compliance program, designed to detect and prevent illegal and unethical activities, including breaches of confidentiality. **SCHOOL** agrees to abide by this program, and understands its obligation to report questionable activities involving **BAYADA**'s employees to the local office Director named below or to the Compliance Hotline at 1-866-665-4295.

III. BILLING AND COMPENSATION

- A. **SCHOOL** agrees to compensate **BAYADA** at a rate of \$52.00/hour for RN services provided under this Agreement.
- B. **BAYADA** shall forward to **SCHOOL** an itemized bill on a weekly basis.
- C. **SCHOOL** agrees to pay submitted bills within sixty (60) days of receipt. Any bill not paid within the sixty (60) day period will be considered delinquent. **BAYADA** reserves the right to pursue any collection remedies in an attempt to resolve a delinquent account. **SCHOOL** agrees to reimburse **BAYADA** for all collection costs, including attorneys' fees and expenses.

IV. TERM AND TERMINATION

- A. This Agreement will come into effect beginning on July 1, 2015 and will remain in effect through June 30, 2016. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.
- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice.
- C. Either party may terminate this Agreement for cause due to the occurrence of one of the following events by giving ten (10) days prior written notice:

1. Dissolution or bankruptcy of either **BAYADA** or **SCHOOL**.
2. Failure of either **BAYADA** or **SCHOOL** to maintain the insurance coverages required hereunder.
3. Breach by **BAYADA** or **SCHOOL** of any of the material provisions in this Agreement.

V. ADDITIONAL TERMS

- A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of New Jersey.
- B. Relationship to Parties. The parties enter into this Agreement as independent contractors. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- C. Assignment. This Agreement may not be assigned by either party, in whole or in part.
- D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- E. Notices. Any Notice given in connection with this Agreement will be given in writing and will be delivered either by hand or by certified mail, return receipt requested, to the other party, at the party's address stated below. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this Paragraph.
- F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for **SCHOOL** and **BAYADA** are to be kept confidential by **SCHOOL** and **BAYADA** and not disclosed to any other party or used in part or whole without the permission of **SCHOOL** and/or **BAYADA**.
- G. Entire Agreement. This writing evidences the entire Agreement between **BAYADA** and **SCHOOL**; there are no prior written or oral promises or representations incorporated herein. Each Attachment, Fee Schedule, Exhibit or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.

Date: _____

Date: _____

Marlana Follet
Area Director
Signing with authority for
BAYADA Home Health Care, Inc.

Signing with authority for
Hasbrouck Heights Board of Education

Agreement

THIS AGREEMENT is made on this 8th day of May, 2015 (the "*Effective Date*") by and between *Invo HealthCare Associates*, 1780 Kendarbren Drive, Jamison, PA 18929 (hereinafter referred to as "*IHC*") and **Hasbrouck Heights School District, 365 Boulevard, Hasbrouck Heights, NJ 07604** (hereinafter referred to as "*Agency*").

THIS AGREEMENT is intended to describe the conditions of the Agreement under which *IHC* will engage its Service Providers, who in turn provide specialized therapeutic services to individuals designated by the Agency.

THE PARTIES wish to enter into an AGREEMENT and agree to the following:

1. Relationship of Parties:

The Agency understands and agrees that IHC and the service provider(s) are acting and performing as independent contractors at all times. Accordingly, nothing in this Agreement shall permit the Agency to exercise control or direction over the means or methods by which service providers perform the services for which they have been engaged. However, the Agency and the service provider(s) shall fully comply with all performance standards set forth in this Agreement, all currently approved and generally accepted professional standards governing the particular professional specialty for which service provider(s) has been engaged, and all other applicable local, state or federal rules and regulations pertaining to licensure and the provision of professional services.

2. Services:

Both parties agree that the scope of *IHC's* responsibility, as set forth in the AGREEMENT, is limited to contracting with service provider(s) who will provide on an "as needed" basis hours per week of the following services for the clients of the Agency located in the state of New Jersey:

- Applied Behavior Analysis
- Board Certified Behavior Analysis
- Occupational Therapy
- Physical Therapy
- School Psychology

3. Duties of Service Provider(s):

(a) The services provided by the service provider(s) under this AGREEMENT will be consistent with the available facilities, the service provider(s)'s professional judgment and the standards established in the Agency's community.

(b) The service provider(s) shall maintain adequate and current records, in the manner required by the Agency, for individuals who are provided with service.

(c) The service provider(s) will furnish a professional liability insurance policy to cover herself/himself. This policy must be effective on or before the service provider(s)'s first day of work.

(d) In accordance with the State of New Jersey Department of Education Criminal History Record Checks Policy (N.J.S.A. 18A:6-7.1 et seq., N.J.S.A. 18A:39-19.1 & N.J.S.A. 18A:6-4.13 et seq.), the service provider will be responsible for submitting the appropriate documentation for the processing his/her fingerprints. **IHC** will supply the service provider with the necessary forms for completion and will also be responsible for completing the Transmittal Form and Employee Roster and forwarding the materials to the Department of Education.

(e) The service provider(s), under their contract, must comply with policies, rules, and regulations of the Agency.

4. Term:

This AGREEMENT shall be for a one (1) year term beginning on or about July 1, 2015 and extending until June 30, 2016. However, if **IHC** does not present a qualified candidate for interview within thirty (30) days from the date on which this AGREEMENT is signed, then the Agency will have the option to terminate the AGREEMENT. Notice of termination will be delivered to **IHC** by Certified Mail with a return receipt.

5. Fees:

(a) **IHC** shall be compensated for services rendered.

(b) Since **IHC** incurs daily expenses, **IHC** will receive from the Agency a guaranteed income approved by the Agency of:

(b.1) seventy-nine (\$79.00) dollars per hour for every hour of contracted applied behavior analyst services.

(b.2) one hundred three (\$103.00) dollars per hour for every hour of contracted board certified behavior analyst services.

(b.3) eighty-five (\$85.00) dollars per hour for every hour of contracted occupational therapist services.

(b.4) eighty-five (\$85.00) dollars per hour for every hour of contracted physical therapist services.

(b.5) eighty-three (\$83.00) dollars per hour for every hour of contracted school psychologist services.

In the event that service provider(s) must travel between locations after arriving for work on a given date, billable hours will include transportation time from one location to another.

The Agency shall make payment within seventy-five (75) days of receipt of a properly prepared and submitted invoice. If the payment is not postmarked from the Agency within seventy-five (75) days of the receipt of the invoice, the Agency agrees to pay an additional 1.5% interest per month on amounts not paid, such interest being calculated beginning day seventy-six (76) from receipt of invoice. Interest should be calculated in accordance with standard accounting procedures. *IHC* shall bill the Agency for the interest.

Failure by the Agency to pay appropriately submitted invoice within ninety (90) days of receipt may be considered a breach of contract.

For each subsequent contract renewal, the compensation for service provider(s)'s services will be negotiated approximately one month prior to the initiation of the next contract period.

6. Duties of Agency:

(a) The Agency will provide the service provider(s) with adequate work areas and equipment, as deemed necessary by the Agency, for the service provider(s) to perform her/his job.

(b) Agency will provide support services as needed.

7. Service of Notices:

Notices served on the Agency will be served by Certified Mail with a return receipt, to the **Hasbrouck Heights School District, 365 Boulevard, Hasbrouck Heights, NJ 07604**. Notices served on *IHC* will be served by Certified Mail with a return receipt, to *Invo HealthCare Associates*, 1780 Kendarbren Drive, Jamison, PA 18929.

8. Law of State to Govern:

The validity, enforceability and interpretation of any of the clauses of this AGREEMENT will be determined and governed by the substantive and procedural laws of the commonwealth of Pennsylvania.

9. Scope of AGREEMENT:

This AGREEMENT constitutes the final, complete and entire contract between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether written or oral. There are no representations or other agreements included. No supplemental modification or waiver of this AGREEMENT will be binding unless executed in writing by the parties to be bound thereby.

10. Amendments:

This AGREEMENT may be amended at any time by mutual agreement of the parties. However, before any amendment will be operative or valid, it must be reduced to writing and signed by both the Agency and *IHC*.

11. Non-Interference, Non-Solicitation, and Restrictive Covenant:

Agency agrees that it may not during the term of this Agreement and for two (2) years after the expiration or termination of this agreement, directly or indirectly, either as agent, partner, owner, investor, adviser or consultant or in any other capacity, employ or otherwise contract for services with the following:

(a) any service provider(s) that any *IHC's* staff introduces to Agency, arranges for interview with Agency, or who has provided Services to Agency by or through *IHC*;

(b) any business entity (*i.e.* corporation, company partnership, association) that wishes to use any of *IHC* staff that has been introduced to Agency, had an arranged interview with Agency, or who has provided Services to Agency by or through *IHC*; and/or

(c) any current or former service provider(s) of *IHC* who has provided Services to Agency under the terms of this Agreement and who is associated with an independent business entity as an employee, officer, agent, partner, owner, investor, lender, director, adviser or consultant or in any other capacity.

12. Default:

The Agency will be in default if any of the following happens:

(a) The Agency fails to make any payment when due.

(b) The Agency breaks a promise it has made to *IHC*, or the Agency fails to perform promptly at the time and in the specified manner provided in this contract.

(c) The Agency makes any representation or statement to *IHC* that is false or misleading in any material respect.

13. Confidential Information:

Both parties agree they will not at any time during or after termination of this AGREEMENT use or disclose any confidential information or methods to any person or entity for any purpose whatsoever without the prior written consent of the Agency and *IHC*.

14. Termination:

This AGREEMENT may be terminated (i) immediately upon written notice of breach of any party by the other party, or (ii) by either party upon sixty (60) days prior written notice. Notice will be delivered to the other party by Certified Mail with a return receipt.

The validity or unenforceability of any particular provision or part of this AGREEMENT will not affect any other provisions. If any provision of this contract is held to any extent invalid by any competent tribunal, that provision will be modified to make it enforceable.

THE PARTIES execute this AGREEMENT on the _____ day of _____, 2015.

Hasbrouck Heights School District

By: _____

Title: _____

Invo HealthCare Associates

By: _____

Jason T. Ralph, Chief Operating Officer

Tuition	School	State ID
4,800	BCSS BLESHMAN	8820159933
4,800	BCSS BLESHMAN	1604178034
4,800	BCSS BLESHMAN	1189895793
4,400	BCSS BROWNSTONE SCHOOL	6096418146
4,400	BCSS BROWNSTONE SCHOOL	7899683218
4,400	BCSS BROWNSTONE SCHOOL	2622819735
4,400	BCSS HIP PROGRAM	1214917146
4,400	BCSS SPRINGBOARD NORTH	3291428114
4,400	BCSS TRANSITION CENTER @ WOOD-RIDGE	1624412156
4,400	BCSS WASHINGTON ELEMENTARY SCHOOL	6372729664
\$45,200		

**MEMBERSHIP RESOLUTION
NEW JERSEY STATE INTERSCHOLASTIC ATHLETIC ASSOCIATION**

The Board of education of School District No. _____ County of Bergen
State of New Jersey, as provided for in Chapter 172 Laws 1979 (N.J.S.A. 18A:11-3, et seq.)

herewith enrolls Hasbrouck Heights High School
as a member of the New Jersey State Interscholastic Athletic Association to participate in the approved interschool athletic program sponsored by the NJSIAA.

This resolution to continue to effect until or unless rescinded by the Board of Education and shall be included among those policies adopted annually by the Board. *Pursuant to N.J.S.A. 18A:11-3 in adopting this resolution, the Board of Education adopts as its own policy and agrees to be governed by the Constitution Bylaws and Rules and Regulations of the NJSIAA.*

A photocopy of the minutes signifying the adoption of this membership resolution is attached.

Administrative Responsibility—The Association must rely upon the voluntary compliance by its member schools in enforcing the eligibility standards set forth in Bylaws, Article V. Toward that end, the Principal in each member school has the affirmative obligation to report to the NJSIAA any violations of these standards. The fact that a school has disclosed that there has been an eligibility violation will not relieve the affected school of sanctions that may be imposed against it, pursuant to Article X of the Bylaws, including the forfeiture of games or events. However, the failure to disclose an eligibility violation may be grounds for imposing additional sanctions upon the offending school.

In addition, a school must maintain a status of "Member in Good Standing" as outlined in the Principal's Affidavit to remain eligible for NJSIAA activities and tournaments.

Date of Board Approval

Signature /Secretary of Board of Education

Rev. 5/1/14

Approve the following grant amendments for the 2014-2015 school year:

ATTACHMENT G

									<u>From</u>	<u>To</u>
NCLB: Title III										
20	241	200	300	00	01	45	HH	Purch. Prof. Tech Sv.	\$ 5,629.00	\$ -
20	241	100	610	00	01	45	HH	General Supplies	\$ 620.00	\$ 6,249.00
NCLB: Title III Immigrant										
20	244	100	610	00	01	45	HH	General Supplies	\$ 5,000.00	\$ 7,251.00
20	244	200	500	00	01	00	HH	Other Purchased Services	\$ 1,000.00	\$ -
20	244	200	600	00	01	00	HH	General Supplies	\$ 1,251.00	\$ -

**BERGEN COUNTY SPECIAL SERVICES SCHOOL DISTRICT
SERVICES AGREEMENT**

THIS AGREEMENT is made as of the _____ day of _____ 2015, by and between the Board of Education of (hereinafter referred to as "Local Education Agency" or "LEA"), having offices at

New Jersey, and the Board of Education of Bergen County Special Services School District (hereinafter referred to as "BCSSSD"), having offices at 327 E. Ridgewood Avenue, Paramus, New Jersey.

WHEREAS, the LEA is a body corporate organized under the laws of the State of New Jersey pursuant to N.J.S.A. 18A: 10-1.

WHEREAS, the BCSSSD is a body corporate organized under the laws of the State of New Jersey pursuant to N.J.S.A. 18A:46-29.

WHEREAS, the LEA is required by law to provide remedial and auxiliary services to eligible students attending non-public schools within the public school district served by the LEA. N.J.S.A. 18A:46-19.1, et seq. (Laws of 1977, Chapter 193); N.J.S.A. 18A:46A-1, et seq. (Laws of 1977, Chapter 192).

WHEREAS, the LEA is empowered by law to contract with another agency to provide the remedial and auxiliary services required under Chapters 192 and 193 of the Laws of 1977 pursuant to N.J.S.A. 18A:46A-1 through N.J.S.A. 18A:46A-17.

WHEREAS, the BCSSSD is empowered by law to contract with the LEA to provide the remedial and auxiliary services herein referenced pursuant to N.J.S.A. 18A:46-19.7 and N.J.S.A. 18A:46A-7.

WHEREAS, the LEA and the BCSSSD hereby agree that the BCSSSD will provide those remedial and auxiliary services set forth in N.J.S.A. 18A:46-9 et seq., and N.J.S.A. 18A:46A-1, et seq., which services shall be limited to examination, classification, speech correction, as well as the instruction, evaluation and the necessary equipment, supplies, administration and supervision inherent in providing English as a second language instruction, supplemental instruction, home instruction and compensatory education instruction, as appropriate, to eligible, New Jersey resident students attending non-public schools within the public school district for which the LEA is responsible.

1. The remedial and auxiliary services provided in accordance with this Agreement are those services provided to eligible pupils attending eligible non-public schools located within the local district for which the LEA is responsible.
2. The remedial and auxiliary services to be provided in accordance with this Agreement will be provided only to those pupils who would be eligible for such services if they were enrolled in the public schools of this State.

3. The Services to be provided by BCSSSD shall be those services checked below:

Compensatory Education ☒

English as a Second Language ☒

Home Instruction ☐

Examination & Classification ☒

Annual Review

Speech Correction ☒

Supplemental Instruction ☒

Maintenance/Vehicular Classrooms ☒

(corpus christi)

4. BCSSSD will offer each non-public school served by this Agreement up to the following maximum time allotments of service.

Compensatory Education

Up to one (1) 40 minute period per week*

English as a Second Language

Up to one (1) 40 minute period per week*

Examination & Classification

All services deemed necessary by the

Basic Child Study Team

Annual Review

All services deemed necessary by the

Basic Child Study Team

Speech Correction

Up to one (1) 40 minute period per week*

Supplemental Instruction

Up to one (1) 40 minute period per week*

* Subject to amendment by the parties should State allocation make this service level impractical.

5. The fees for services provided by BCSSSD shall be set forth in Schedule A attached hereto and made part of this Agreement.

6. The Billing and Payment Procedures are as follows:

- a. The LEA agrees to monthly payment of 10% of the fee by the 15th of the month, September 2015 through June 2016, of the amount, which is equal to the full funding that, is allocated by the State Department of Education, under the provisions of Chapters 192 and 193. BCSSSD will submit a claimant certification in the amount of the total annual funding on or about August 15 for payments to the BCSSSD. The claimant's certification shall be processed as an annual purchase order and payable in ten (10) installments. In the event a funding allocation is changed at any time during the year, the LEA shall forward the funding amount until such time as the BCSSSD forwards an updated billing statement. The LEA also agrees to accept any changes in billing and collection procedures that are provided in any revisions of statutes, regulations or Department of Education procedures. The maximum amount permitted to be charged shall be set in accordance with appropriate State Guidelines.

- b. The forwarding of the allocated funds to BCSSSD by the LEA is of utmost importance in order for the BCSSSD to meet its obligations in a timely manner. In the event the LEA fails to forward the necessary funds within 30 days of billing, BCSSSD shall have the right to discontinue services without further notice.
 - c. A report of services will be forwarded to the LEA during the month of October for the period of September-October 15th. In addition, the final project completion report(s) will be completed by the LEA and verified by the BCSSSD.
- 7. BCSSSD teachers will begin the week of September 14, 2015.
 - 8. Trailers and mobile classrooms used for instruction will be approved by the appropriate agencies and offices in accordance with applicable statute and code and operated in accordance with State Law, rules and regulations governing such units.
 - 9. The LEA agrees to allow BCSSSD to act as its agent in the distribution, collection, processing and preparation of all forms, including the 407 series, promulgated and required by the State Department of Education for the mandated auxiliary and remedial services. All forms required to implement services under Chapter 192 and 193 will be sent directly to BCSSSD by the non-public schools. The parties recognize that the reporting and form completion requirements may be changed from time to time. The parties agree to cooperate in completing all documents, which may be required by appropriate statutes and regulations.
 - 10. Student and service verification will be provided to the LEA by the use of student printouts and original 407-1 forms or other appropriate forms. Student's printouts will also be issued to the Administrators of non-public schools. The printouts will indicate the names of students by district, school and services provided.
 - 11. All 407-1 forms will be submitted to the 192-193 Office of BCSSSD by the school administrator of the non-public school. The 192-193 Office will check the form for proper information and send a copy to the Superintendent of the LEA in which the non-public school is located. In June, the bottom portion of the form will be completed by the 192-193 Office and forwarded to the LEA. An additional copy of the Home Instruction and Supplemental Instruction form will be sent to the LEA so they may forward same with their Project Completion Report.
 - 12. During the period of this Agreement, all teachers will be appropriately observed and evaluated by BCSSSD supervisory staff. Administrators of the LEA and non-public schools are encouraged to accompany BCSSSD personnel on their visits to non-public schools.
 - 13. In addition to ongoing communications, which will be mailed to the Administrators of the LEA and the non-public schools, BCSSSD will conduct regular scheduled public and non-public advisory meetings as a means to communicate with school administrators to update the program and to receive input regarding program needs and problem solving.

14. Terms of this Agreement shall be in effect from July 1, 2015 through June 30, 2016.
15. This Agreement may be terminated by either party upon 90 days written notice to the other party.
16. This Agreement represents the entire Agreement between the parties and is not subject to amendment or modification unless said amendment or modification is in writing and signed by both the LEA and BCSSSD.
17. Any notices required by this Agreement, or the amendment or modification thereof, shall be in writing and delivered to the other party via regular and certified mail, return receipt requested. The date of deposit of any notice in a United States Post Office or Post Office Box with all postage prepaid shall be deemed the date of delivery thereof.

Notices forwarded to the LEA shall be addressed as follows:

Notices forwarded to BCSSSD shall be addressed as follows:

Bergen County Special Services School District
327 East Ridgewood Avenue
Paramus, NJ 07652

The Board of Education of _____
and the Board of Education of the Bergen County Special Services School District have, by resolution,
authorized their respective Superintendents/Business Administrators to set their signatures and affix their seals
upon the within document to memorialize the Agreement of the parties.

BOARD OF EDUCATION OF THE DISTRICT OF

Approved _____
Superintendent/Business Administrator Date

**BOARD OF EDUCATION OF BERGEN COUNTY SPECIAL SERVICES
SCHOOL DISTRICT**

Approved _____
Superintendent Date

Approved _____
County Superintendent Date

2015-2016

SCHEDULE A

Compensatory Education	\$	**
English as a Second Language	\$	**
Home Instruction	\$	**
Examination & Classification	\$	**
Annual Review	\$	**
Speech Correction	\$	**
Supplemental Instruction	\$	**
Maintenance / Vehicular Classrooms	\$	**

** Rates to be determined by New Jersey Department of Education.

Hasbrouck Heights Board of Education									
Transfers									
July thru April									
	Account Number		Account Description	From	To	Description			
11 000	219	610 03	General Supplies	8,204					
12 190	100	730 01	Equipment		8,204	Specialized Equipment for student per IEP			
11 000	222	610 04	General Supplies	600					
11 190	100	610 04	General Supplies		600	Teaching supplies - Euclid			
11 000	222	890 02	Miscellaneous Expenditures	30					
11 000	223	500 02	Other Purchased Services		30	Workshop attendance for staff - High School			
11 000	222	610 05	General Supplies	1,700					
11 190	100	580 05	Other Purchased Svc - Travel		100	Staff travel - Lincoln			
11 190	100	610 05	General Supplies		1,600	Teaching supplies - Lincoln			
11 000	222	610 04	General Supplies	525					
11 000	223	500 04	Other Purchased Services		525	Workshop attendance for staff - Euclid			
11 000	222	610 05	General Supplies	900					
11 000	223	500 05	Other Purchased Services		900	Workshop attendance for staff - Lincoln			
11 216	100	610 04	General Supplies	900					
11 000	223	500 04	Other Purchased Services		900	Workshop attendance for staff - Euclid			
11 216	100	610 05	General Supplies	718					
11 000	223	500 05	Other Purchased Services		718	Workshop attendance for staff - Euclid			
11 000	219	104 01	Salaries of Other Prof. Staff	136,114					
11 000	221	102 01	Salaries Supv of Instruction		136,114	Two new curriculum supervisors per QSAC monitoring			
11 000	222	100 01	Salaries	29,484					
11 000	230	104 01	Salaries Other Prof Staff		29,484	Salary for assistant superintendent due to reassignment			
11 000	222	100 01	Salaries	3,000					
11 000	251	100 01	Salaries		3,000	Staff reclassification			
11 000	240	890 02	Miscellaneous Expenditures	355					
11 000	223	500 02	Other Purchased Services		355	Workshop attendance for staff - high school			

Hasbrouck Heights Board of Education

Transfers

July thru April

Account Number		Account Description	From	To	Description
11 140	100 101 01	Salaries of Teachers	111,981		
11 213	100 101 05	Salaries of Teachers		22,923	Staff reclassification
11 213	100 106 03	Other Salaries for Instruction		41,783	Staff reclassification
11 230	100 101 01	Salaries of Teachers		47,275	Staff reclassification
11 000	100 566 01	Tuition to Private School Handicapped	100,000		
11 000	216 320 01	Purchased Prof. Educational Services		100,000	Related services per students IEP's
11 000	100 566 01	Tuition to Private School Handicapped	1,000		
11 000	216 610 01	General Supplies		1,000	Supplies for a special needs student per IEP
11 000	100 566 01	Tuition to Private School Handicapped	65,000		
12 000	400 450 01	Construction Services		65,000	Bleacher replacement in the high school old gym
11 000	100 562 01	Tuition to Other LEAs - Special	2,800		
11 000	216 610 01	General Supplies		2,800	Supplies for a special needs student per IEP
11 000	262 420 01	Cleaning, Repair, Maint Svcs. - Required Mnt	15,000		
11 000	261 420 01	Cleaning, Repair, Maint Svcs. -		15,000	Required building maintenance
11 000	262 420 01	Cleaning, Repair, Maint Svcs.	7,612		
12 000	262 730 01	Maintenance Equipment		7,612	Floor scrubbers

STUDENT INFORMATION SYSTEM SERVICES AGREEMENT

THIS STUDENT INFORMATION SYSTEM SERVICES AGREEMENT (hereinafter "Agreement") is entered into on this _____ day of _____, 2015 by and between REALTIME INFORMATION TECHNOLOGY, INC. (hereinafter "Services Provider") a New Jersey Corporation with offices at 1000 Washington Street, Toms River, New Jersey 08753 and the Hasbrouck Heights School District (hereinafter "School District") with principal offices located at 379 Boulevard, Hasbrouck Heights, NJ 07604.

WHEREAS, Services Provider possesses a Student Information System with the ability to manage student data; and

WHEREAS, School District is in the need of a Student Information System to maintain the student data of the District; and

WHEREAS, School District desires to contract with Services Provider to provide a Student Information System and train District employees in the use of such system;

NOW, THEREFORE, for and consideration of the mutual covenants and conditions referenced and exchanged herein, the sufficiency and receipt of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Definitions. As used herein, the following capitalized terms shall have the following specified meanings:

- (a) "Agreement" shall mean this Student Information System Services agreement and appropriate modifications and amendments thereto;
- (b) "Student Data" shall mean the individual information inputted by the School District into the Services Provider Student Information System;
- (c) "Student Information System" shall mean a full-featured pre-k through 12th grade system, or specific modules as defined in Exhibit "A" that provides daily student records processing capabilities which are accessible to the School District and its authorized employees through workstations;
- (d) "Confidential Information" shall mean the terms of any prior negotiations regarding this Agreement, all information and data provided by either Party to the other, or acquired or used by either Party pursuant to this Agreement, including each Party's respective business and proprietary information, including but not limited to, technical or non-technical data, any formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, or actual or potential customers or suppliers, strategic alliances, plans, reports, analyses, studies, models,

marketing materials or any other secret or confidential work, knowledge, know-how, trade secret, or business information of each Party or its respective affiliates. "Confidential information" also includes all mail, records, files, input materials, reports, forms, and other data received, collected, provided to, data processed, used or stored by School District pursuant to this Agreement, including without limitation, non-public personnel information, and student data. Confidential information shall not include information available by law to the public and information independently developed by either Party;

- (e) "Force Majeure Event" shall mean any act of God, war, civil commotion, terrorist activity, embargoes, strikes, epidemics, fires, cyclones, earthquakes, hurricanes, droughts, floods, labor, or production breakdown or any governmental law, regulation, order, request, instruction or injunction, or any other cause, whether or not similar to the foregoing, or beyond the reasonable control of any party hereto;

2. Term. This Agreement shall become effective July 1, 2015 and shall remain in force until such time as the services are terminated. In accordance with State Law, the School District may renew this Agreement with notice to the Services Provider 90 days prior to the expiration of the Term or any renewal Term. Services Provider shall within 30 days of receipt of the School District's renewal notice advise School District of its consent to the renewal of the Agreement, without which the Agreement shall expire. Upon expiration of the Term, any extension thereof, or termination of this Agreement by either party upon 60 days written notice to the other party, School District shall not have access to the Student Information System and Services Provider shall have no further obligation to the School District except the return of student data.

3. Payment Terms. School District shall pay the amount as provided in the Fee Schedule attached hereto and made a part hereof as Exhibit "A". The annual fee shall be paid by School District within 30 days of the date of the invoice from the Services Provider. Said invoice shall also include fees for any additional services to be provided during the billing period at the rates provided in Exhibit "A". Any sums remaining unpaid after expiration of said 30 day period shall bear interest at a rate equal to one and one-half percent (1½%) per month until paid in full, or the highest interest rate allowed by law.

4. Default by School District. Should School District fail to pay or perform any financial or other obligation hereunder, including the obligation to pay any invoice submitted by Services Provider to School District within the time period mandated hereby, the Services Provider shall have the right (a) to accelerate all unpaid sums due hereunder and initiate collection litigation against School District; (b) to terminate any and all services hereunder and all further obligations of Services Provider to School District hereunder, which termination shall not exclude School District from its obligation to observe other provisions of this Agreement and/or; (c) shall have all of the rights available for Services Provider in either law or equity.

5. Responsibilities of Services Provider.

- (a) This Agreement shall constitute a license for the School District to use Services Provider's Student Information System during the term of this Agreement.
- (b) Services Provider shall provide to School District user training, customer support, on-site visits for planning sessions and assistance in designing security procedures for system data integrity.
- (c) Services Provider shall establish and maintain a Disaster Recovery and Restore Program for normal shutdowns and those resulting from a Force Majeure Event. A back-up system will be designed to recover all data, including without limitation, all student data in Services Provider's Student Information System.
- (d) Services Provider shall use all student data in strict compliance with instructions provided by the School District. Services Provider shall not alter, modify, or change in any way student data provided by the School District except with prior written authorization by the School District.
- (e) Services Provider shall not use the student data or the School District's Confidential Information for any purpose other than fulfilling Services Provider's obligations under this Agreement. All of the student data is and shall remain the exclusive property of the School District.

6. Responsibilities of School District.

- (a) School District shall provide all necessary data as a comma delimited ASCII or CSV file.
- (b) This Agreement shall constitute a non-exclusive, non-transferable limited license to Services Provider to store and maintain student data on its servers for the sole benefit of School District and its authorized employees and agents as provided in this Agreement.
- (c) School District hereby authorizes Services Provider to make copies of student data as may be necessary to perform its responsibilities under this Agreement, including back-up copies for its Disaster Recovery Program.
- (d) School District agrees to cooperate with Services Provider to ensure that student data in the Student Information System, and all documentation generated for the use of said system, is compliant with all relevant laws and regulations.

- (e) School District agrees and recognizes that it is solely responsible for the integrity and accuracy of student data.
- (f) School District agrees and recognizes that it is responsible for the security of the Student Information System, and that it shall bear all consequences and damages which result from unauthorized use of, or access to the Student Information System by district employees, students or through compromising security information controlled by the district.

7. Ownership. All rights, including property, title, interest and ownership in and to student data, the Student Information Site, and School District's Confidential Information are hereby acknowledged as retained by the School District;

8. Warranties and Representations of Services Provider. The Services Provider does hereby warrant, represent, covenant, and agree as follows:

- (a) Services Provider is a duly constituted business entity that possesses the full power and authority to enter into this Agreement and perform its responsibilities hereunder;
- (b) Services Provider has full power and authority to use the Student Information System software as contemplated by this Agreement;
- (c) Services Provider has no knowledge of any claim of infringement for any product, services or software used or provided by Services Provider under this Agreement;
- (d) Services Provider will comply with all applicable federal, state, and local laws in the performance of its obligations under this Agreement;

9. Warranties and Representations of School District.

- (a) School District is a duly constituted governmental entity that possesses the full power and authority to enter into this Agreement and perform its financial and other responsibilities hereunder;
- (b) School District has obtained all resolutions, consents and approvals that are required in order for the School District to execute and deliver this Agreement and perform its financial and other obligations hereunder;
- (c) School District has complied with all state laws and regulations relative to the procurement of this Agreement;
- (d) The performance by School District of its financial and other obligations hereunder do not conflict with School District's constituent documents or otherwise conflict with or be in violation of any indenture, loan agreement, covenant, condition, order, agreement or other obligation to which the School District is a party or is otherwise bound;

10. Confidential Information.

- (a) Both parties agree not to disclose any Confidential Information as defined by this Agreement.
- (b) Both parties will advise and cause its affiliates and employees, administrators, board members, directors, officers, accountants, attorneys, representatives, and agents who have access to Confidential Information not to use or disclose any Confidential Information for any purpose other than for the purposes set forth in this Agreement, and any such use or disclosure shall be in compliance with the restrictions contained within this Agreement.
- (c) Each party agrees to use Confidential Information of the other party solely for the purposes of this Agreement and not to disclose such Confidential Information to any third party in any form without the prior written consent of the other party. The limitations set forth in paragraph 11 below shall not apply to disclosure requests required by law, regulation or order of a Court or regulatory agency or other authority having jurisdiction thereof.
- (d) In the event that any party hereto becomes legally compelled to disclose any of the Confidential Information or take any action prohibited by this Agreement, the party so legally compelled will provide the other party with notice for the purpose of enabling the other party to seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained within the time required to provide the Confidential Information, or if no such time period is specified, within 30 calendar days of such written notice to the other party, the party so legally compelled will furnish only that portion of the Confidential Information or take only such action which is, in the opinion of such parties counsel, legally required, and will exercise reasonable efforts to obtain reasonable assurance that confidential treatment will be accorded to any Confidential Information so furnished.
- (e) This section shall survive the termination of this Agreement.

11. Limitations on Liability and Indemnification.

- (a) School District agrees to defend, at its own expense, and indemnify and hold harmless Services Provider and its agents and employees from and against any claims, suits, damages, and expenses asserted against or incurred by Services Provider arising out of or relating to (a) School District's acts, omissions and/or breach of its obligations hereunder; (b) School District's misuse of data or services provided; (c) use of any services or related products and documentation provided to School District hereunder and; (d) School District's provision of Services Provider's products, system, or service

to any third party including without limitation, damages resulting from unauthorized use of, or access to the Student Information System. Notwithstanding any provision to this Agreement, School District shall pay all damages, settlements, expenses, costs, including costs of investigation, court costs, and reasonable attorney fees and costs incurred by Services Provider as set forth in this paragraph including without limitation reasonable attorney fees and costs incurred in enforcing this Agreement.

- (b) Except as specifically set forth in this Agreement and the Agreement Exhibits, Services Provider makes no warranties, express or implied, as to any services, related product or documentation. Services Provider specifically disclaims any and all implied warranties, including without limitation any implied warranties of merchantability, fitness for a particular purpose, or title or non-infringement of third party rights.
- (c) Neither party shall be liable to the other for any other indirect, consequential exemplary, special, incidental or punitive damages, including without limitation loss of use or loss of business, revenue, profits or good will arising in connection with this Agreement, the services, system, related products, documentation and/or the intended use thereof, under any theory of tort, contract, warranty, strict liability or negligence, even if the party has been advised, knew or should have known of the possibility of such damages.
- (d) Without limitation of the provisions above, the total liability of Services Provider to School District in connection with this Agreement shall be limited to the lesser of (a) direct damages proven by School District or (b) the aggregate amounts paid by School District to Services Provider under this Agreement for the one month period prior to the accrual of such cause of action for the specific product or service which forms the basis of such cause of action. The foregoing limitation applies to all causes of actions and claims, including without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.
- (e) Each party agrees to indemnify and hold harmless the other party and the affiliates, directors, officers, employees, agents and advisors of such other party from and against all damages and losses, costs and expenses incurred as a result of the failure of such party or its representatives to perform its confidentiality obligations as contained in this Agreement;
- (f) School District acknowledges and accepts responsibility for the distribution of any and all security measures and releases Services Provider from liability for the misuse or unauthorized release or distribution of privileged and confidential student information.
- (g) Services Provider is not liable for misuse of the Student System or any other services rendered and is not liable for incomplete or erroneous data provided by School District or any of its agents.

- (h) School District acknowledges and accepts the reasonableness of the foregoing disclaimers and limitations of liability. No cause of action under any theory which accrued more than 1 year prior to the institution of a legal proceeding alleging such cause of action may be asserted by either party against the other.

12. Public Disclosure. The parties shall not publish or otherwise disclose the terms and conditions of this Agreement or the circumstances relevant to its termination without the written consent of the other party except as required by law or a Court of Competent Jurisdiction.

13. Security.

- (a) Services Provider shall restrict access to the Student Information System and student data to only those parties whose access is necessary for the performance of the services contemplated by this Agreement.
- (b) Services Provider shall maintain appropriate administrative, technical and procedural safeguards to ensure the security and confidentiality of the student data, to protect against any anticipated threats or hazards to the security or integrity of student data, and to protect against any unauthorized access or use of student data which could result in substantial harm or inconvenience to the School District.
- (c) Services Provider shall adhere to all federal and state privacy and protection laws and regulations applicable to the gathering, processing, storing and transmitting of student data.
- (d) If School District exercises option to utilize security tokens, then School District shall distribute, utilize and maintain the security tokens in accordance with the requirements of Exhibit "B" attached hereto and made a part hereof, and ensure that all appropriate security practices are in place to prevent unauthorized access to student data. Under all circumstances School District shall remain solely responsible for security of Student Information System.
- (e) Services Provider exercises no control over and accepts no responsibility for the content of the student data inputted by School District. Services Provider specifically denies any responsibility for the accuracy or quality of the information inputted into Services Provider's Student Information System. Use of any information obtained from the system is at School District's own risk.

14. Relationship Between the Parties.

- (a) Services Provider is an independent contractor and neither Services Provider nor its employees are or shall be deemed for any purpose to be the employees of the School District.

- (b) School District shall not be responsible to Services Provider, Services Provider's employees, or any governing body for any payroll taxes related to the performances of services under this Agreement.
- (c) Nothing contained herein shall be construed as a joint venture or shall make one party the agent of the other.

15. Notices. All notices, requests or other communications, excluding invoices, hereunder shall be in writing and either transmitted by facsimile, overnight courier, hand delivery or certified mail to the parties at the following addresses or such other addresses as may be specified by a written notice. Notices will be deemed to have been given when received or if delivered by certified or regular mail, 5 days after posting.

Service Provider: Realtime Information Technology, Inc.
1000 Washington Street
Toms River, New Jersey 08753
Attn: Larry Ullman

School District Hasbrouck Heights School District
379 Boulevard
Hasbrouck Heights, NJ 07604
Attn: Business Administrator

16. Affirmative Action: The parties to this contract agree to incorporate into this contract the mandatory language of section 3.4A of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 3.4A provided that said subsection shall be applied subject to the terms of subsection 3.4(c) of said Regulations.

The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 5.3.

The Services Provider shall execute the Affirmative Action Agreement, Exhibit "C" attached hereto, which shall be incorporated herein by reference.

17. New Jersey Business Registration Requirements: The purpose of this provision is to incorporate into the Agreement the contractual language required by P.L. 2004, c.57.

The Services Provider shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Services Provider.

Before final payment on the Agreement is made by the School District, the Services Provider shall submit an accurate list and the proof of business registration of each

sub-contractor or supplier used in the fulfillment of the Agreement, or shall attest that no subcontractors were used.

For the term of the Agreement, the Services Provider and each of its affiliates and a subcontractor and each of its affiliates [(N.J.S.A. 52:32-44(g)(3))] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act of all sales on tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c.134 (C52:32-44 et al) or Subsection e or f of Section 92 of P.L.1997, c.110 (C5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

18. Assignment: Neither party may assign its obligations under this Agreement without the written consent of the other party except that the Services Provider may assign its rights and obligations under this Agreement to a parent, subsidiary, affiliate or in the event of a reorganization, merger or sale of a business unit or majority stock ownership, without the consent of the School District.

19. Entire Agreement, Amendment. This Agreement and Exhibits A, B, and C attached hereto and made a part hereof constitute the entire Agreement by and between the parties hereto and supersedes and replaces all previous understandings and agreements whether written or oral, which may have existed between the parties hereto. This Agreement may only be modified by a subsequent written instrument which shall be executed by both parties hereto, provided that if Services Provider has assigned, hypothecated or granted a security interest in this Agreement to a third party, then this Agreement may only be modified and amended with the express written approval and consent of the parties hereto along with said third party.

20. Partial Invalidity. Should any provision of this Agreement be deemed invalid, illegal or unenforceable in any respect, then said provision will be deemed stricken and ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or otherwise affecting the continued enforceability of the remainder of this Agreement.

21. Further Assurances. The parties hereto agree to execute all documents and take all further actions which might be reasonably requested by the other party in order to better fulfill or evidence the intentions of the parties hereto.

22. Miscellaneous Provisions:

- (a) This Agreement shall be construed in accordance with the laws of the State of New Jersey. It is agreed and understood that all disputes arising hereunder shall be adjudicated solely and exclusively in a Court of Competent Jurisdiction

located in Ocean County in the State of New Jersey. The parties hereto waive all rights to challenge jurisdiction or to assert any defenses to jurisdiction including the defense of *forum nonconvens*. The parties hereto knowingly and intelligently waive their right to a jury trial of any dispute that might arise hereunder.

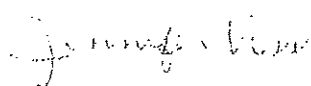
- (b) No provision of this Agreement may be waived absent the express written consent of both parties hereto. The failure of any party hereto to assert any of its rights under this Agreement will not be construed to constitute a waiver of such a provision, nor in any way be deemed to affect the validity of this Agreement or the right of any party hereto to thereafter subsequently enforce its rights and remedies as otherwise provided herein. No express and written waiver of any breach of this Agreement shall be held to constitute a waiver of any other provision hereof.
- (c) No covenant or obligation hereunder to be performed by School District may be waived except by the written consent of Services Provider.
- (d) Except as otherwise provided herein, this Agreement shall be binding upon an inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

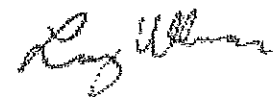
This Agreement is entered into on the date first referenced above.

WITNESS

Services Provider:

Realtime Information Technology, Inc.



By: 

LAWRENCE ULLMAN
Title: President

WITNESS

School District:

Hasbrouck Heights School District

Date: _____

By: _____

Title: _____

Realtime Information Technology, Inc.
Exhibit A
Student Information Services Planning Summary
Hasbrouck Heights School District
Realtime Student Information System

The Realtime Student Information System is a secure, internet browser-based, fully integrated, comprehensive student management system. It includes a suite of data management reporting tools/features for attendance, enrollment, grade reporting, medical services and discipline. The system complies with all state and federal requirements and regulations. Customer support is available via phone or Email.

Section I:

Term: July 1, 2015 - June 30, 2016

Current Software and Services

Annual Fee for Special Education Management/IEP Module:

\$5,250.00

Section II:

Optional Modules and Services Available for Student Information System

Systems functions may be expanded, at an annual additional charge, to include food services, a student/parent portal, student scheduling, special education management and other functions as outlined below.

- **Additional Training:** Additional training will be billed at **\$150.00/hour** (minimum 4 hour charge plus travel expenses @ \$75.00/hr).
- **Customizations:** Requested customized reporting including revisions and additions to Report Cards, Progress Reports, Honor Rolls, Rankings, Transcript, Foreign Language Report Cards & Progress Reports will be billed as additional charges at **\$150.00/hour** (minimum 4 hour programming charge plus travel expenses @ \$75.00/hr).

Exhibit B
Student Information Services Planning Summary and Worksheet
Hasbrouck Heights School District
Realtime Student Information System

Total Software and Services: (from Exhibit A)

\$5,250.00

Add Optional Software and Services:

Additional Training \$150.00/hour

Customization \$150.00/hour

Grand Total for all Software and Services:

*To add any available optional software and services
please fill out this worksheet and return a copy to us by fax: 732-678-5140
or mail to:*

Realtime Information Technology, Inc.
1000 Washington Street, Floor 2
Toms River, NJ 08753

REFUNDING BOND ORDINANCE PROVIDING FOR THE REFUNDING OF \$4,830,000 AGGREGATE PRINCIPAL AMOUNT OF OUTSTANDING BONDS OF THE BOARD OF EDUCATION OF THE BOROUGH OF HASBROUCK HEIGHTS, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, APPROPRIATING A SUM NOT EXCEEDING \$5,015,000 TO PAY THE COST THEREOF AND AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$5,015,000 AGGREGATE PRINCIPAL AMOUNT OF REFUNDING BONDS OF SAID BOARD TO FINANCE SUCH APPROPRIATION.

BE IT ORDAINED by The Board of Education of the Borough of Hasbrouck Heights, in the County of Bergen, New Jersey, as follows:

Section 1. The Board of Education of the Borough of Hasbrouck Heights, in the County of Bergen, New Jersey (the "Board" or "School District") is hereby authorized to refund \$4,830,000 aggregate principal amount of the Board's outstanding Refunding School Bonds, dated May 1, 2005 and maturing on or after August 15, 2016 (the "Outstanding Bonds").

The Outstanding Bonds bear interest from their date at the rates per annum, payable February 15 and August 15 of each year until maturity or prior redemption, and mature in annual installments on August 15 in each year, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2016	\$520,000	4.00 %
2017	540,000	4.00
2018	560,000	4.00
2019	585,000	4.00
2020	615,000	4.125
2021	640,000	4.125
2022	670,000	4.25
2023	700,000	4.25

The Outstanding Bonds are subject to optional redemption on or after August 15, 2015 at a redemption price of 100%.

The Board may determine by subsequent resolution not to refund a portion of the Outstanding Bonds.

Section 2. The Board has ascertained and hereby determines that the Outstanding Bonds set forth in Section 1 of this ordinance have not been paid or discharged and that the Board is authorized by Section 61.2 of the School Bond Law (Chapter 24 of Title 18A of the New Jersey Statutes Annotated, as amended; the "School Bond Law") to issue its refunding bonds as hereinafter provided to refund the Outstanding Bonds. The object of the refunding is to effect debt service savings for the Board.

Section 3. A sum not exceeding \$5,015,000 is hereby appropriated (a) to refund the Outstanding Bonds set forth in Section 1 of this ordinance in the aggregate principal amount of \$4,830,000 and (b) to pay an amount not exceeding \$75,000 for the cost of the issuance of the refunding bonds, including underwriter's compensation, printing, advertising, accounting, financial, legal or other expenses therefor, as permitted by Section 61.2 of the School Bond Law (collectively, the "Purpose").

Section 4. To finance the Purpose, refunding bonds of said

Board in an aggregate principal amount not exceeding \$5,015,000 are hereby authorized to be issued pursuant to the School Bond Law (the "Refunding Bonds"). The Refunding Bonds shall be sold at private sale by resolution of the Board and shall be in registered form and shall contain the word "refunding" in their title and shall recite that they are issued pursuant to the School Bond Law and shall bear such date or dates, mature at such time or times not exceeding 40 years from their date, bear interest at such rate or rates per annum, be payable at such time or times, be in such denominations, carry such registration privileges, be executed in such manner consistent with the provisions of the School Bond Law for bonds of a school district, be payable at such place or places, and be subject to such terms of redemption, with or without premium, as may be hereafter determined by resolution of the Board within the limitations prescribed by law.

Section 5. The Refunding Bonds shall be direct, unlimited and general obligations of the Board and unless paid from other sources, the Refunding Bonds and the interest thereon are payable from ad valorem taxes on all taxable real property within the School District, without limitation as to rate or amount. The full faith and credit of the Board are hereby pledged to the

punctual payment of the principal of and the interest on the Refunding Bonds. Each Refunding Bond issued pursuant to this ordinance shall recite that all conditions, acts and things required by the Constitution or statutes of the State of New Jersey to exist, to have happened and to have been performed precedent to and in the issuance of the Refunding Bond exist, have happened and have been performed, and that the Refunding Bond, together with all other indebtedness of the Board, is within every debt and other limit prescribed by the Constitution or statutes of said State.

Section 6. The School Business Administrator/Board Secretary is hereby authorized to execute a certificate addressed to the underwriters of the Refunding Bonds stating that the preliminary official statement to be prepared by the Board with respect to the Refunding Bonds is "deemed final" as of its date within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. The distribution of such preliminary official statement to potential purchasers of the Refunding Bonds is hereby approved.

Section 7. All matters with respect to the Refunding Bonds not determined by this ordinance shall be determined by subsequent resolution or resolutions to be hereafter adopted by

the Board, or the performance or determination thereof delegated by resolution or resolutions, to the School Business Administrator/Board Secretary.

Section 8. It is hereby determined and stated that a supplemental debt statement has been filed with respect to the Refunding Bonds in accordance with the requirements of Sections 17 and 61.4 of the School Bond Law.

Section 9. The Board is hereby authorized to enter into any agreements that may be necessary to effect the purchase of securities, as permitted by Sections 61.5 and 61.10 of the School Bond Law, to accomplish the refunding.

Section 10. This refunding bond ordinance shall take effect immediately upon its adoption.

Application Service Provider Agreement

The parties to this agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

1. Genesis Educational Services, Inc. will provide to Hasbrouck Heights Board of Education the Genesis Student Information Software System at a cost of \$26,487.00. This annual fee will provide all modules of the Genesis Student Information System from July 1, 2015 through the end of the school year June 30, 2016.
2. The Genesis Student Information System will consist of software applications hereafter referred to as the Student Information System (SIS). SIS is a modular suite of software developed for the purpose of administering student records for K-12 school districts. The software package consists of the following:
 - o Student Scheduling
 - o Student Attendance
 - o Grade Reporting
 - o Student Discipline
 - o Transcripts
 - o Academic History
 - o Grade Book
 - o Parents Module
 - o Health / Nurses Module
3. Genesis agrees to provide standard support (7:30am to 4:30 pm – Monday thru Friday) on all SIS modules.
4. All software infrastructure required to run Genesis Student Information System will be the property of Genesis Educational Services, Inc.
5. Hasbrouck Heights Board of Education agrees to give sixty (60) days written notice of termination of this Agreement.
6. In the event of termination or non-renewal of this Agreement, an exit fee of \$500.00 will be charged. If the exit fee is requested to be customized there will be an additional charge of \$250.00 per hour.
7. Genesis is the owner of all right, title and interest in and to various copyrights whether registered or not including but not limited to the copyrights associated with the software "Genesis Student Information System" and any source code included therein. Genesis retains all other right in the copyrighted work.

Section I: Instrument as Entire Agreement

This instrument and the Genesis Quotation for ASP services which has been agreed upon by both parties, contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agent of either party that are not contained in this contract or mutually agreed upon Genesis Quotation shall be valid or binding; this contract may not be enlarged, modified or altered except in writing signed by both parties and endorsed on this agreement

Section II: Effect of Agreement

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

AGREED

Genesis Educational Services, Inc.

Richard W. Diltz

Signature

AGREED

Hasbrouck Heights Board of Education

Signature

Richard W. Diltz

Printed Name

Printed Name

PARTNER

Title

Title

5/14/2015

Date

Date

ESY 2015 Staff**Paraprofessionals:** @ \$18.85/hr

Marie Kistner
Anna DePalma * early shift
Leanne Shenloogian
Kathy DiGiacinto
Patti Alosco
Kathy Christensen
Melissa Wexler
Kathleen Hughes
Laura Kashuba
Debbie Innis
Theresa Gasparino
Donna Wipper

Subs:

Lauralyn Sasso
Aundrea Georgatos
Josie Soreco

Teachers: @ \$32/hr

Jennifer Farina
Frank Avella
Danielle Cerneka
Amanda Mai
Abbe Lewites
Mary Centrella
Jessica Rakus
Adriana Balac
Sub: Danielle Ritchie

Speech(split): Courtney Taccellini @ \$32/hr
Speech (split): Rosanne Kammerer @ \$32/hr

BYLAWS

HASBROUCK HEIGHTS BOARD OF EDUCATION

BYLAWS
0134/page 1 of 1
Board Self Evaluation

0134 BOARD SELF EVALUATION

~~The Board of Education is committed to the belief that every part of the school system in this district should be accountable to the public and that performance evaluation is essential to that accountability. The Board further believes that the improvement and growth of any institution depends upon an honest appraisal of its strengths and weaknesses. The Board accepts, therefore, responsibility for the conduct of a systematic program of self-evaluation and appraisal. The standards against which the Board will evaluate itself will be the educational goals, bylaws, and policies duly adopted by this Board.~~

The Board of Education may determine to conduct a self-evaluation on a periodic or regular basis. In the event the Board determines to conduct a self-evaluation, it ~~The Board will annually adopt an evaluation instrument that permits individual Board members to record their assessments of the~~ **conduct of the Board in fulfilling its responsibilities in accordance with applicable statutes and administrative codes** ~~conduct of Board meetings, the fiscal management of the district, the conduct of the instructional program, and the relationship of the Board with the Superintendent, other district staff members, and the community.~~

~~The assessments of Board members will be tabulated by the Board President or designee and presented for discussion at a regular meeting of the Board in which the Superintendent will be invited to participate. The Board will formulate, as appropriate, goals and priorities that will serve to guide the Board's future conduct in the ensuing school year.~~

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

Adopted: 20 November 2014
Revised (First Reading): April 23, 2015
Revised (Second Reading): May 21, 2015



BYLAWS

HASBROUCK HEIGHTS BOARD OF EDUCATION

BYLAWS
0152/page 1 of 1
Board Officers

0152 BOARD OFFICERS

The Board of Education shall organize **at its first regular meeting** by electing one of its members as President and another as Vice President.

Any member may place a member's name in nomination; a second is not required. Election for each office will be conducted by a ~~roll-call~~ vote when the nominations for that office are closed. The candidate receiving ~~the votes of a~~ **majority vote of the members of the Board present and constituting a quorum** ~~majority of the full Board membership~~ will be elected to office. ~~In the event no candidate receives a majority of the votes cast, a second election shall be conducted between the two candidates receiving the highest number of votes.~~

Voting shall take place by verbal roll call **vote after nominations are closed. When more than one person has been nominated, the Board will vote on candidates in the order in which they are nominated. In the event no candidate receives a majority vote of the members of the Board present and constituting a quorum, the procedure shall continue until someone receives a majority vote.**

Officers shall serve for one year and until their respective successors are elected and shall qualify, but if the Board shall fail to hold the organization meeting or to elect Board officers as prescribed by N.J.S.A. 18A:15-1, the **Executive** County Superintendent shall appoint from among the members of the Board a President and/or Vice-President.

A President or Vice-President who refuses to perform a duty imposed upon him/her by law may be removed by a majority vote ~~of all of the~~ **Board members present and constituting a quorum** ~~of the Board~~. In the event the office of President or Vice-President shall become vacant the Board shall, within thirty days thereafter fill the vacancy for the unexpired term. If the Board fails to fill the vacancy within such time, the **Executive** County Superintendent shall fill the vacancy for the unexpired term.

N.J.S.A. 18A:15-1; 18A:15-2

Adopted: 20 November 2014
Revised (First Reading): April 23, 2015
Revised (Second Reading): May 21, 2015



BYLAWS

HASBROUCK HEIGHTS BOARD OF EDUCATION

BYLAWS
0152/page I of I
Board Officers

0152 BOARD OFFICERS

The Board of Education shall organize **at its first regular meeting** by electing one of its members as President and another as Vice President.

Any member may place a member's name in nomination; a second is not required. Election for each office will be conducted by a ~~roll-call~~ vote when the nominations for that office are closed. The candidate receiving ~~the votes of~~ a **majority vote of the members of the Board present and constituting a quorum** majority of the ~~full Board membership~~ will be elected to office. ~~In the event no candidate receives a majority of the votes cast, a second election shall be conducted between the two candidates receiving the highest number of votes.~~

Voting shall take place by verbal roll call **vote after nominations are closed. When more than one person has been nominated, the Board will vote on candidates in the order in which they are nominated. In the event no candidate receives a majority vote of the members of the Board present and constituting a quorum, the procedure shall continue until someone receives a majority vote.**

Officers shall serve for one year and until their respective successors are elected and shall qualify, but if the Board shall fail to hold the organization meeting or to elect Board officers as prescribed by N.J.S.A. 18A:15-1, the **Executive** County Superintendent shall appoint from among the members of the Board a President and/or Vice-President.

A President or Vice-President who refuses to perform a duty imposed upon him/her by law may be removed by a majority vote ~~of all~~ of the **Board members present and constituting a quorum of the Board.** In the event the office of President or Vice-President shall become vacant the Board shall, within thirty days thereafter fill the vacancy for the unexpired term. If the Board fails to fill the vacancy within such time, the **Executive** County Superintendent shall fill the vacancy for the unexpired term.

N.J.S.A. 18A:15-1; 18A:15-2

Adopted: 20 November 2014
Revised (First Reading): April 23, 2015
Revised (Second Reading): May 21, 2015



POLICY

HASBROUCK HEIGHTS BOARD OF EDUCATION

TEACHING STAFF MEMBERS

3212/page I of I

Attendance

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3212 ATTENDANCE

The regular and prompt attendance of teaching staff members is an essential element in the efficient operation of the school district and the effective conduct of the educational program. ~~Because Staff member absenteeism exacts a high cost in the depletion of district resources and in the disruption of~~ **disrupts** the educational program, ~~and the Board of Education is vitally interested in the attendance of each employee and considers conscientious attendance an important component of a staff member's criterion of satisfactory job performance.~~

~~The privilege of district employment imposes on each teaching staff member the responsibility to be on the job on time every scheduled working day. This responsibility requires that the employee maintain good health standards, take intelligent precautions against accidents, both on and off the job, and manage his/her personal affairs to avoid conflict with district responsibilities.~~

A teaching staff member who fails to give prompt notice of an absence, misuses sick leave, fails to verify an absence in accordance with Board policy, falsifies the reason for an absence, is absent without authorization, is repeatedly tardy, or accumulates an excessive number of absences ~~without good cause~~ may be subject to **appropriate consequences** ~~discipline~~, which may include the withholding of ~~one or subsequent~~ a salary increments, **dismissal**, and/or certification of tenure charges.

In accordance with N.J.S.A. 18A:30-1, sick leave is defined to mean the absence from work because of a personal disability due to injury or illness or because the staff member has been excluded from school by the school medical authorities on account of a contagious disease or of being quarantined for such a disease in the staff member's immediate household. No teaching staff member will be discouraged from the prudent, necessary use of sick leave and any other leave provided for in the **collective bargaining agreement** ~~contract~~ negotiated with the member's majority representative, **in an individual employment contract**, or provided in the policies of the Board. **In accordance with N.J.S.A. 18A:30-4, the Superintendent or Board of Education may require a physician's certificate to be filed with the Secretary of the Board in order to obtain sick leave.**

The Superintendent, **in consultation with administrative staff members, will review** ~~is directed to ascertain the rate of absence among the professional staff members, in accordance with rules of the State Board of Education. Whenever the rate of absence in any school year is higher than three and one-half percent, the Superintendent shall develop and present to the Board a plan for the review and improvement of staff attendance. The review and improvement plan shall require~~ **will include** the collection and analysis of attendance data, the training of teaching staff members in their attendance responsibilities, and the counseling of teaching staff members for whom regular and prompt attendance is a problem.

Adopted: 20 November 2014
Revised (First Reading): April 23, 2015
Revised (Second Reading): May 21, 2015



POLICY

HASBROUCK HEIGHTS BOARD OF EDUCATION

SUPPORT STAFF MEMBERS

42142/page 1 of 1

Attendance

42142 ATTENDANCE

The regular and prompt Employee attendance of support staff members is an important factor essential element in the efficient in the successful operation of the any school district and the effective conduct and in the maintenance of the continuity of the educational program. Staff member absenteeism disrupts the educational program and t The Board of Education is vitally and continually interested in the attendance of each employee and considers satisfactory attendance an important component criterion of a staff member's satisfactory job performance.

~~The privilege of district employment imposes on each employee the responsibility to be on the job on time every scheduled working day. This responsibility requires that the employee maintain good health standards, take intelligent precautions against accidents both on and off the job, and manage personal affairs in order to satisfy district attendance requirements.~~

~~The Board is required by the high costs of absences and disrupted work schedules to give continuing attention to the maintenance of regular attendance by employees. Chronic absenteeism and tardiness are subject to discipline and may be cause for dismissal.~~

~~The Superintendent shall develop regulations to implement this policy.~~

A support staff member who fails to give prompt notice of an absence, minuses sick leave, fails to verify an absence in accordance with Board policy, falsifies the reason for an absence, is absent without authorization, is repeatedly tardy, or accumulates an excessive number of absences may be subject to appropriate consequences, which may include the withholding of a salary increment, dismissal, and/or certification of tenure charges.

In accordance with N.J.S.A. 18A:30-1, sick leave is defined to mean the absence from work because of a personal disability due to injury or illness or because the support staff member has been excluded from school by the school medical authorities on account of contagious disease or of being quarantined for such a disease in the staff member's immediate household. No support staff member will be discouraged from the prudent, necessary use of sick leave and any other leave provided for in the collective bargaining agreement negotiated with the member's majority representative, in an individual employment contract, or provided in the policies of the Board. In accordance with N.J.S.A. 18A:30-4, the Superintendent or Board of Education may require a physician's certificate to be filed with the Secretary of the Board in order to obtain sick leave.

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

Adopted: 20 November 2014
Revised (First Reading): April 23, 2015
Revised (Second Reading): May 21, 2015



POLICY

HASBROUCK HEIGHTS BOARD OF EDUCATION

TEACHING STAFF MEMBERS

3218/page 1 of 2

Substance Abuse

M

3218 SUBSTANCE ABUSE

The Board of Education recognizes a teaching staff member who reports to work under the influence of drugs or alcohol poses a significant threat to their health, safety, and welfare and the health, safety, and welfare of others, including students and other staff members. The Board strongly advises any teaching staff member that has a dependency on a substance as defined in this Policy to seek appropriate treatment. The Board has an obligation and the right to maintain a safe and healthy work environment and adopts this Policy as an important component toward maintaining a safe environment in the school district. A teaching staff member is prohibited from possession, use, distribution, or being under the influence of any substance during work hours or at a school-sponsored function where the teaching staff member has been assigned job responsibilities.

For the purposes of this Policy, "substance" or "substances" means alcoholic beverages, any controlled dangerous substances, including anabolic steroids as defined in N.J.S.A. 24:21-2 and N.J.S.A. 2C:35-2, or any chemical or chemical compound which releases vapors or fumes causing a condition of intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system, including, but not limited to, glue containing a solvent having the property of releasing toxic vapors or fumes as defined in N.J.S.A. 2C:35-10.4, and over-the-counter and prescription medications that are improperly used to cause intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system.

Any teaching staff member who reports to work or attends a school-sponsored function where the teaching staff member has assigned job responsibilities under the influence of or in possession of any substance will be subject to appropriate discipline, which may include termination of a non-tenured teaching staff member or the filing of tenure charges for a tenured teaching staff member in accordance with law.

A teaching staff member shall be required to submit to an immediate medical examination to include a substance test if the Principal or designee has reasonable suspicion to believe a teaching staff member is under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member has been assigned job responsibilities. Refusal of a teaching staff member to consent to the medical examination and substance test will be determined to be a positive result.

Substance Abuse

In the event a teaching staff member's medical examination and substance test results are negative for a substance, any documents or records pertaining to the requirement for the examination and test and results will not be maintained by the school district. Any required examination and testing shall be paid for by the Board. The teaching staff member will be afforded the opportunity to have any test results confirmed using acceptable test confirmation practices. This confirming test shall be paid for by the teaching staff member.

In accordance with the requirements of N.J.A.C. 6A:16-6.3(a), any teaching staff member who, in the course of their employment, has reason to believe a school staff member has unlawfully possessed or in any way been involved in the distribution of a controlled dangerous substance, including anabolic steroids, or drug paraphernalia shall report the matter as soon as possible to the Principal, or in the absence of the Principal, to the staff member responsible at the time of the alleged violation. Either the Principal or the staff member shall notify the Superintendent of Schools who shall notify, as soon as possible, the County Prosecutor or other law enforcement official designated by the County Prosecutor to receive such information. The Superintendent or designee shall provide to the County Prosecutor or designee all known information concerning the matter, including the identity of the staff member involved.

In accordance with the provisions of N.J.A.C. 6A:16-6.3(a)3, the Superintendent or designee shall not disclose the identity of a teaching staff member who has voluntarily sought and participated in an appropriate treatment or counseling program for an alcohol or drug abuse problem, provided the teaching staff member is not reasonably believed to be involved or implicated in drug-distribution activities. An admission by a teaching staff member in response to questioning initiated by the Principal or designee or following the discovery by the Principal or designee of a controlled dangerous substance, including anabolic steroids, or drug paraphernalia, shall not constitute a voluntary, self-initiated request for counseling and treatment.

42 CFR Part 2

N.J.A.C. 6A:16-6.3; 6A:32-6.3

Adopted: 20 November 2014
Revised (First Reading): April 23, 2015
Revised (Second Reading): May 21, 2015



REGULATION

HASBROUCK HEIGHTS BOARD OF EDUCATION

TEACHING STAFF MEMBERS

R 3218/page 1 of 4

Substance Abuse

M

R 3218 SUBSTANCE ABUSE

A. Definition

1. "Principal or designee" means the teaching staff member's Principal or a staff member designated by the Principal to be responsible at the time of the alleged violation or the teaching staff member's supervisor or a staff member designated by the teaching staff member's supervisor to be responsible at the time of the alleged violation.
2. "Substance" or "substances" means alcoholic beverages, any controlled dangerous substances, including anabolic steroids as defined in N.J.S.A. 24:21-2 and N.J.S.A. 2C:35-2, or any chemical or chemical compound which releases vapors or fumes causing a condition of intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system, including, but not limited to, glue containing a solvent having the property of releasing toxic vapors or fumes as defined in N.J.S.A. 2C:35-10.4, and over-the-counter and prescription medications that are improperly used to cause intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system.
3. "Substance test" means a test conducted by a State-licensed clinical laboratory using accepted substance use practices, accepted chain of custody procedures, and testing methodology recommended by the laboratory instrument's manufacturer.
4. "Under the influence" means the presence of a substance as defined in Policy 3218 and this Regulation as confirmed in a medical examination and substance test.

B. Procedures to be Followed When a Teaching Staff Member is Suspected to be Under the Influence of a Substance

1. The following procedures shall be used when a teaching staff member is suspected of being under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member has been assigned job responsibilities.
 - a. The Principal or designee, upon receiving a report or information a teaching staff member may be under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member has been assigned job responsibilities will:
 - (1) Immediately notify the Superintendent of Schools;
 - (2) Immediately meet with the teaching staff member;

TEACHING STAFF MEMBERS

R 3218/page 2 of 4

Substance Abuse

- (a) The Principal or designee may include another staff member in this meeting; and
 - (b) The teaching staff member suspected of being under the influence may include another staff member or a representative of their choice in this meeting.
 - b. The Principal or designee shall present to the teaching staff member the report or information supporting the suspicion the teaching staff member may be under the influence of a substance.
 - c. The teaching staff member shall be provided an opportunity to respond to the report or information presented by the Principal or designee.
 - d. In the event the Principal or designee believes the teaching staff member may be under the influence of a substance after meeting with the teaching staff member, the Principal or designee will arrange for an immediate medical examination to include a substance test.
 - e. The teaching staff member shall be transported to the examination and testing location by means of transportation approved by the Superintendent or designee and shall be accompanied by the Principal or designee.
 - f. The teaching staff member, prior to the medical examination and substance test, will be informed by the physician or the physician's designee on the type of testing to be completed and the substances that will be tested.
 - g. The teaching staff member may, prior to being examined and tested, disclose to the physician any prescription medicine, over-the-counter medicine or supplements, or any other reason why the teaching staff member's test results may be positive.
 - h. A teaching staff member's refusal to be examined or tested in accordance with the provisions of Policy 3218 and this Regulation will be deemed as a positive test for substances.
2. The medical examination and substance test shall be used by the physician to determine if the teaching staff member is under the influence of any substance as defined in Policy 3218 and this Regulation. The substance test procedures will provide for a confirming test using acceptable confirmation test procedures.
3. The physician shall receive the results of the substance test within twenty-four hours of the test being administered. If the results of the substance test are not available within twenty-four hours, the physician shall report the results to the Superintendent and the teaching staff member as soon as the test results are available.

TEACHING STAFF MEMBERS

R 3218/page 3 of 4

Substance Abuse

4. If the physician determines, based upon the medical examination and the results of the substance test, that the teaching staff member was not under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities, the physician will notify the Superintendent of such results and the teaching staff member shall return to their position in the school district. Any records or documentation related to the incident shall not be included in the teaching staff member's personnel file.
5. If the physician determines, based upon the medical examination and the results of the substance test, that the teaching staff member was under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities, the physician will:
 - a. Discuss the results of the examination and substance test with the teaching staff member and provide the teaching staff member an opportunity to present any medical or other reasons for the physician's determination.
 - b. Provide the teaching staff member an opportunity to have the substance test results confirmed by a State-licensed clinical laboratory selected by the staff member and approved by the physician.
 - (1) The physician will schedule and coordinate the confirming test procedures, including the acceptable time period for the confirming test to be conducted based on the existing test results, and the time in which a confirming test result would be valid.
 - (2) The confirming substance test results must be provided to the physician within the time period required by the physician.
 - (3) Any confirming test results provided to the physician not within the time period required by the physician shall not be accepted and the teaching staff member shall be determined to have waived their right to have a confirming substance test considered by the physician.
 - c. After completing the requirements in a. and b. above the physician shall make a final determination whether the teaching staff member was under the influence of a substance during the work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities.
 - (1) If the physician makes a final determination the teaching staff member was not under the influence during work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities, the physician will report these results to the Superintendent and the teaching staff member shall return to their position in the school district and any records or documentation related to the incident shall not be included in the teaching staff member's personnel file.

- (2) If the physician makes a final determination the teaching staff member was under the influence during work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities, the physician will report these results to the Superintendent of Schools and the teaching staff member will be required to meet with the Superintendent.

C. Procedures to be Followed When a Teaching Staff Member is Determined to be Under the Influence of a Substance

1. Any teaching staff member who has been determined by the physician to be under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities shall be required to meet with the Superintendent.
 - a. The teaching staff member may include a staff member or a representative of their choice in this meeting.
2. The Superintendent will provide the teaching staff member an opportunity to respond to the physician's determination.
3. A teaching staff member who has been determined to have been under the influence of a substance during work hours or at a school-sponsored function where the teaching staff member was assigned job responsibilities will be subject to appropriate discipline which may include termination of a non-tenured teaching staff member or the filing of tenure charges for a tenured teaching staff member.

Issued: 20 November 2014

Revised (First Reading): April 23, 2015

Revised (Second Reading): May 21, 2015



POLICY

HASBROUCK HEIGHTS BOARD OF EDUCATION

SUPPORT STAFF MEMBERS

4218/page 1 of 2

Substance Abuse

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4218 SUBSTANCE ABUSE

The Board of Education recognizes a support staff member who reports to work under the influence of drugs or alcohol poses a significant threat to their health, safety, and welfare and the health, safety, and welfare of others, including students and other staff members. The Board strongly advises any support staff member that has a dependency on a substance as defined in this Policy to seek appropriate treatment. The Board has an obligation and the right to maintain a safe and healthy work environment and adopts this Policy as an important component toward maintaining a safe environment in the school district. A support staff member is prohibited from possession, use, distribution, or being under the influence of any substance during work hours.

For the purposes of this Policy, "substance" or "substances" means alcoholic beverages, any controlled dangerous substances, including anabolic steroids as defined in N.J.S.A. 24:21-2 and N.J.S.A. 2C:35-2, or any chemical or chemical compound which releases vapors or fumes causing a condition of intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system, including, but not limited to, glue containing a solvent having the property of releasing toxic vapors or fumes as defined in N.J.S.A. 2C:35-10.4, and over-the-counter and prescription medications that are improperly used to cause intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system.

Any support staff member who reports to work under the influence of or in possession of any substance will be subject to appropriate discipline, which may include termination or the filing of tenure charges for a tenured support staff member in accordance with law.

A support staff member shall be required to submit to an immediate medical examination to include a substance test if the support staff member's supervisor has reasonable suspicion to believe a support staff member is under the influence of a substance during work hours. Refusal of a support staff member to consent to the medical examination and substance test will be determined to be a positive result.

In the event a support staff member's medical examination and substance test results are negative for a substance, any documents or records pertaining to the requirement for the examination and test and results will not be maintained by the school district. Any required examination and testing shall be paid for by the Board. The support staff member will be afforded the opportunity to have any test results confirmed using acceptable test confirmation practices. This confirming test shall be paid for by the support staff member.

In accordance with the requirements of N.J.A.C. 6A:16-6.3(a), any support staff member who, in the course of their employment, has reason to believe a school staff member has unlawfully possessed or in any way been involved in the distribution of a controlled dangerous substance, including anabolic steroids, or drug paraphernalia shall report the matter as soon as possible to the Principal, or in the absence of the Principal, to the staff member responsible at the time of the alleged violation. Either the Principal or the staff member shall notify the Superintendent of Schools who shall notify, as soon as possible, the County Prosecutor or other law

SUPPORT STAFF MEMBERS

4218/page 2 of 2

Substance Abuse

enforcement official designated by the County Prosecutor to receive such information. The Superintendent or designee shall provide to the County Prosecutor or designee all known information concerning the matter, including the identity of the staff member involved.

In accordance with the provisions of N.J.A.C. 6A:16-6.3(a)3, the Superintendent or designee shall not disclose the identity of a support staff member who has voluntarily sought and participated in an appropriate treatment or counseling program for an alcohol or drug abuse problem, provided the support staff member is not reasonably believed to be involved or implicated in drug-distribution activities. An admission by a support staff member in response to questioning initiated by the Principal or designee or following the discovery by the Principal or designee of a controlled dangerous substance, including anabolic steroids, or drug paraphernalia, shall not constitute a voluntary, self-initiated request for counseling and treatment.

42 CFR Part 2

N.J.A.C. 6A:16-6.3; 6A:32-6.3

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REGULATION

HASBROUCK HEIGHTS BOARD OF EDUCATION

SUPPORT STAFF MEMBERS

R 4218/page 1 of 4

Substance Abuse

M

R 4218 SUBSTANCE ABUSE

A. Definition

1. "Substance" or "substances" means alcoholic beverages, any controlled dangerous substances, including anabolic steroids as defined in N.J.S.A. 24:21-2 and N.J.S.A. 2C:35-2, or any chemical or chemical compound which releases vapors or fumes causing a condition of intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system, including, but not limited to, glue containing a solvent having the property of releasing toxic vapors or fumes as defined in N.J.S.A. 2C:35-10.4, and over-the-counter and prescription medications that are improperly used to cause intoxication, inebriation, excitement, stupefaction, or dulling of the brain or nervous system.
2. "Substance test" means a test conducted by a State-licensed clinical laboratory using accepted substance use practices, accepted chain of custody procedures, and testing methodology recommended by the laboratory instrument's manufacturer.
3. "Support staff member's supervisor" or "supervisor" means the building or district administrative staff member who is responsible for supervising the support staff member. For the purposes of this Policy and Regulation, the support staff member's supervisor shall be the support staff member's Principal, School Business Administrator/Board Secretary, district Director or Supervisor, or any other administrative staff member designated by the Superintendent.
4. "Under the influence" means the presence of a substance as defined in Policy 4218 and this Regulation as confirmed in a medical examination and substance test.

B. Procedures to be Followed When a Support Staff Member is Suspected to be Under the Influence of a Substance

1. The following procedures shall be used when a support staff member is suspected of being under the influence of a substance during work hours.
 - a. The support staff member's supervisor, upon receiving a report or information a support staff member may be under the influence of a substance during work hours will:
 - (1) Immediately notify the Superintendent of Schools;
 - (2) Immediately meet with the support staff member;
 - (a) The support staff member's supervisor may include another staff member in this meeting; and

SUPPORT STAFF MEMBERS

R 4218/page 2 of 4

Substance Abuse

- (b) The support staff member suspected of being under the influence may include another staff member or a representative of their choice in this meeting.
 - b. The support staff member's supervisor shall present to the support staff member the report or information supporting the suspicion the support staff member may be under the influence of a substance.
 - c. The support staff member shall be provided an opportunity to respond to the report or information presented by the supervisor.
 - d. In the event the supervisor or designee believes the support staff member may be under the influence of a substance after meeting with the support staff member, the supervisor will arrange for an immediate medical examination to include a substance test.
 - e. The support staff member shall be transported to the examination and testing location by means of transportation approved by the Superintendent or designee and shall be accompanied by the support staff member's supervisor or designee.
 - f. The support staff member, prior to the medical examination and substance test, will be informed by the physician or the physician's designee on the type of testing to be completed and the substances that will be tested.
 - g. The support staff member may, prior to being examined and tested, disclose to the physician any prescription medicine, over-the-counter medicine or supplements, or any other reason why the support staff member's test results may be positive.
 - h. A support staff member's refusal to be examined or tested in accordance with the provisions of Policy 4218 and this Regulation will be deemed as a positive test for substances.
- 2. The medical examination and substance test shall be used by the physician to determine if the support staff member is under the influence of any substance as defined in Policy 4218 and this Regulation. The substance test procedures will provide for a confirming test using acceptable confirmation test procedures.
 - 3. The physician shall receive the results of the substance test within twenty-four hours of the test being administered. If the results of the substance test are not available within twenty-four hours, the physician shall report the results to the Superintendent and the support staff member as soon as the test results are available.
 - 4. If the physician determines, based upon the medical examination and the results of the substance test, that the support staff member was not under the influence of a substance during work hours, the physician will notify the Superintendent of such results and the support staff member shall

SUPPORT STAFF MEMBERS

R 4218/page 3 of 4

Substance Abuse

return to their position in the school district. Any records or documentation related to the incident shall not be included in the support staff member's personnel file.

5. If the physician determines, based upon the medical examination and the results of the substance test, that the support staff member was under the influence of a substance during work hours, the physician will:
 - a. Discuss the results of the examination and substance test with the support staff member and provide the support staff member an opportunity to present any medical or other reasons for the physician's determination.
 - b. Provide the support staff member an opportunity to have the substance test results confirmed by a State-licensed clinical laboratory selected by the staff member and approved by the physician.
 - (1) The physician will schedule and coordinate the confirming test procedures, including the acceptable time period for the confirming test to be conducted based on the existing test results, and the time in which a confirming test result would be valid.
 - (2) The confirming substance test results must be provided to the physician within the time period required by the physician.
 - (3) Any confirming test results provided to the physician not within the time period required by the physician shall not be accepted and the support staff member shall be determined to have waived their right to have a confirming substance test considered by the physician.
 - c. After completing the requirements in a. and b. above the physician shall make a final determination whether the support staff member was under the influence of a substance during the work hours.
 - (1) If the physician makes a final determination the support staff member was not under the influence during work hours, the physician will report these results to the Superintendent and the support staff member shall return to their position in the school district and any records or documentation related to the incident shall not be included in the support staff member's personnel file.
 - (2) If the physician makes a final determination the support staff member was under the influence during work hours, the physician will report these results to the Superintendent of Schools and the support staff member will be required to meet with the Superintendent.

SUPPORT STAFF MEMBERS

R 4218/page 4 of 4

Substance Abuse

C. Procedures to be Followed When a Support Staff Member is Determined to be Under the Influence of a Substance

1. Any support staff member who has been determined by the physician to be under the influence of a substance during work hours shall be required to meet with the Superintendent.
 - a. The support staff member may include a staff member or a representative of their choice in this meeting.
2. The Superintendent will provide the support staff member an opportunity to respond to the physician's determination.
3. A support staff member who has been determined to have been under the influence of a substance during work hours will be subject to appropriate discipline which may include termination of or the filing of tenure charges for a tenured support staff member.

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REGULATION

HASBROUCK HEIGHTS BOARD OF EDUCATION

PUPILS
R 5200
Attendance
M

R 5200 ATTENDANCE

A. Definitions

1. For the purposes of school attendance, a "day in session" shall be a day on which the school is open and students are under the guidance and direction of a teacher or teachers engaged in the teaching process. Days on which school is closed for such reasons as holidays, teachers' institutes, and inclement weather shall not be considered as days in session.
2. A "school day" shall consist of not less than four hours, except that one continuous session of two and one-half hours may be considered a full day of Kindergarten.
3. "A day of attendance" shall be one in which the student is present for a full day under the guidance and direction of a teacher while school is in session.
 - a. Whenever over-crowded conditions make it necessary to hold two separate sessions with a different group of students in each session, a student attending for all of either session shall be regarded as having attended for the full day. An excused absence for any reason shall not be counted as a day of attendance in the school register.
4. A "half-day class" shall be considered the equivalent of a full day's attendance only if in session for four hours or more, exclusive of recess periods or lunch periods.

B. Attendance Recording

1. A record of the attendance of all students on roll in a school register shall be kept each day that school is in session by a teacher or other authorized person. It shall be the duty of this person to keep the attendance records according to these rules and the specific instructions issued by the Commissioner of Education.
2. No student shall be recorded as present unless the school is in session and the student so recorded is under the guidance and direction of a teacher in the teaching process.
3. A student shall be recorded as absent in the school register when not in attendance at a session of the school while a member of the school, except students excused due to religious holidays who shall be recorded as excused.

REGULATION

HASBROUCK HEIGHTS BOARD OF EDUCATION

4. A student shall be recorded as either present, absent, or excused for religious observance, every day the school is in session after the student enters until the date the student is transferred to another school, transferred to an individual home instruction record, or officially leaves the school system.
5. The Commissioner shall annually prescribe a list of religious holidays on which it shall be mandatory to excuse students for religious observance upon the written request signed by the parent or person standing in loco parentis.
6. The mere presence of a student at roll call shall not be regarded as sufficient attendance for compliance with N.J.A.C. 6A:32-8.3. In a school which is in session during both the forenoon and the afternoon, a student shall be present at least one hour during both the forenoon and the afternoon in order to be recorded as present for the full day. In a school which is in session during either the forenoon or the afternoon, a student shall be present at least two hours in the session in order to be recorded as present for the full day.
7. A student not present in school because of his/her participation in an approved school activity, such as a field trip, meeting, cooperative education assignment, or athletic competition will be considered to be in attendance.

C. **Unexcused Absences That Count Toward Truancy/Excused Absences /~~Unexcused Absences~~**

1. **“An unexcused absence that counts toward truancy” is a student’s absence from school for a full or a portion of a day for any reason that is not an “excused absence” as defined below.**
12. **“An eExcused absence” is a student’s absence from school for a full day or a portion of a day for the observance of a religious holiday pursuant to N.J.S.A. 18A:36-14 through 16, for Take Your Child to Work Day, or any other absence determined to be excused by the New Jersey Department of Education or any absence for the reasons listed below:-**
 1. ~~“Unexcused absence that counts toward truancy” is a student’s absence from school for a full or a portion of a day for any reason that is not excused as defined above or for any unexcused absence that does not count toward truancy listed below.~~
 2. ~~“Unexcused absence that does not count toward truancy” is a student’s absence from school for a full day or a portion of a day for the reasons listed below:~~
 - The student’s illness
 - **supported by notification to the school by the student’s parent;**
 - The student’s required attendance in court;

REGULATION

HASBROUCK HEIGHTS BOARD OF EDUCATION

- Where appropriate, when consistent with Individualized Education Programs, the Individuals with Disabilities Act, accommodation plans under 29 U.S.C. §§ 794 and 705(20), and individualized health care plans;
 - The student's suspension from school;
 - Family illness or death
 - **supported by notification to the school by the student's parent;**
 - Visits to post-secondary educational institutions;
 - Interviews with a prospective employer or with an admissions officer of an institution of higher education;
 - Examination for a driver's license;
 - Necessary and unavoidable medical or dental appointments that cannot be scheduled at a time other than the school day;
 - **Take Our Children to Work Day;**
 - **An absence considered excused by a New Jersey Department of Education rule;**
 - An absence for a reason not listed above, but deemed **excused** ~~unexcused that does not count toward truancy~~ by the Principal upon a written request by the student's parent stating the reason for the absence and requesting permission for the absence to be an **excused** ~~unexcused absence that does not count toward truancy~~;
43. "Truancy" means ten or more cumulative unexcused absences that count toward truancy of a student between the ages of six and sixteen as determined by the Board's Attendance Policy and Regulation pursuant to N.J.A.C. 6A:16-7.6(a)4.iii. and the definition of school day pursuant to N.J.A.C. 6A:32-8.3. Any ~~unexcused~~ absence not listed in C.23. above shall be an **unexcused** absence counted toward truancy.
54. ~~Instances of "Unexcused tardiness" in the number established by Policy 5240~~ may constitute an unexcused absence that counts toward truancy **in accordance with Policy 5240.**

REGULATION

HASBROUCK HEIGHTS BOARD OF EDUCATION

D. Notice to School of a Student's Absence

1. The parent or adult student is requested to call the school office before the start of the student's school day.
2. The parent of the student or an adult student who will attend the morning session, but will not attend the afternoon session should call or provide notice to the school office before the start of the afternoon session.
3. The parent or adult student who anticipates a future absence or anticipates that an absence will be prolonged should notify the school office to arrange make-up work.

E. Readmission to School After an Absence

1. A student returning from an absence of any length of time must provide a written statement that is dated and signed by the parent or adult student listing the reason for the absence.
2. A note explaining a student's absence for a non-communicable illness for a period of more than three school days must be accompanied by a physician's statement of the student's illness with medical clearance to return to school.
3. A student who has been absent by reason of having or being suspected of having a communicable disease must present to the school nurse written evidence of being free of communicable disease, in accordance with Policy 8451.

F. Instruction

1. Teachers shall cooperate in the preparation of home assignments for students who anticipate an excused absence. The parent or student must request such home assignments.
2. A student who anticipates an absence due to a temporary or chronic health condition may be eligible for home instruction in accordance with Policy 2412. The parent must request home instruction.
3. Students absent for any reason are expected to make up the work missed. The parent or student is responsible for requesting missed assignments and any assistance required. Teachers will provide make-up assignments as necessary.
4. In general, students will be allowed a reasonable amount of time as determined by the teacher to make up missed work.

REGULATION

HASBROUCK HEIGHTS BOARD OF EDUCATION

5. A student who missed a test or an exam shall be offered an opportunity to take the test, exam, or an appropriate alternate test.

G. Denial of Course Credit

1. The teacher will determine the credit to be awarded a student for make-up work. Where class participation is a factor in the learning process, the teacher may consider a student's absence in determining a final grade, except ~~excused~~ absences **for the observance of a religious holiday** or absence for a **student's** suspension from school will not adversely affect the student's grade. The teacher may record an incomplete grade for a student who has not had a full opportunity to make up missed work.
2. A secondary student may be dropped from a course or denied course credit when he/she has been absent for eighteen days per year (pro-rated) or more of the class sessions, whatever the reason for the absence, except that ~~excused~~ absences **for the observance of a religious holiday** or absences caused by a student's suspension will not count toward the total.
 - A secondary student who has been dropped from a course of study may be assigned to an alternate program.
 - A secondary student denied course credit after completing the course may be permitted to attend a credit completion session to regain the denied credit.
3. An elementary student may be retained at grade level, in accordance with Policy 5410, when he/she has been absent eighteen days per year (pro-rated) or more school days, whatever the reason for the absence, except that ~~excused~~ absences **for the observance of a religious holiday** and absences due to student's suspension will not count toward the total.]

H. School District Response To Unexcused Absences During the School Year That Count Toward Truancy

1. For up to four cumulative unexcused absences that count toward truancy, the Principal or designee shall:
 - a. Make a reasonable attempt to notify the student's parent of each unexcused absence prior to the start of the following school day;
 - b. Make a reasonable attempt to determine the cause of the unexcused absence, including through contact with the student's parent;

REGULATION

HASBROUCK HEIGHTS BOARD OF EDUCATION

- c. Identify, in consultation with the student's parents, needed action designed to address patterns of unexcused absences, if any, and to have the child return to school and maintain regular attendance;
 - d. Proceed in accordance with the provisions of N.J.S.A. 9:6-1 et seq. and N.J.A.C. 6A:16-10, if a potentially missing or abused child situation is detected; and
 - e. Cooperate with law enforcement and other authorities and agencies, as appropriate.
2. For between five and nine cumulative unexcused absences that count toward truancy, the Principal or designee shall:
- a. Make a reasonable attempt to notify the student's parent of each unexcused absence prior to the start of the following school day;
 - b. Make a reasonable attempt to determine the cause of the unexcused absence, including through contact with the student's parent;
 - c. Evaluate the appropriateness of action taken pursuant to N.J.A.C. 6A:16-7.6(a)4.i.(3) and H.1.c. above;
 - d. Develop an action plan to establish outcomes based upon the student's patterns of unexcused absences and to specify the interventions for supporting the student's return to school and regular attendance, which may include any or all of the following:
 - (1) Refer or consult with the building's Intervention and Referral Services Team, pursuant to N.J.A.C. 6A:16-8;
 - (2) Conduct testing, assessments, or evaluations of the student's academic, behavioral, and health needs;
 - (3) Consider an alternate educational placement;
 - (4) Make a referral to or coordinate with a community-based social and health provider agency or other community resource;
 - (5) Refer to a court or court program pursuant to N.J.A.C. 6A:16-7.6(a)4.iv. and H.4. below;
 - (6) Proceed in accordance with N.J.S.A. 9:6-1 et seq. and N.J.A.C. 6A:16-10, if a potential missing or abused child situation is detected; and
 - (7) Engage the student's family.
 - e. Cooperate with law enforcement and other authorities and agencies, as appropriate.

REGULATION

HASBROUCK HEIGHTS BOARD OF EDUCATION

3. For ten or more cumulative unexcused absences that count toward truancy, a student between the ages of six and sixteen is truant, pursuant to N.J.S.A. 18A:38-25, and the Principal or designee shall:
 - a. Make a determination regarding the need for a court referral for the truancy, per N.J.A.C. 6A:16-7.6(a)4.iv. and H.4. below;
 - b. Continue to consult with the parent and the involved agencies to support the student's return to school and regular attendance;
 - c. Cooperate with law enforcement and other authorities and agencies, as appropriate; and
 - d. Proceed in accordance with N.J.S.A. 18A:38-28 through 31, Article 3B, Compelling Attendance at School, and other applicable State and Federal statutes, as required.
4. A court referral may be made as follows:
 - a. When unexcused absences that count toward truancy are determined by school officials to be violations of the compulsory education law, pursuant to N.J.S.A. 18A:38-25, and the Board of Education's policies, in accordance with N.J.A.C. 6A:16-7.6(a), the parent may be referred to Municipal Court.
 - (1) A written report of the actions the school has taken regarding the student's attendance shall be forwarded to the Municipal Court; or
 - b. When there is evidence of a juvenile-family crisis, pursuant to N.J.S.A. 2A:4A-22.g, the student may be referred to Superior Court, Chancery Division, Family Part.
 - (1) A written report of the actions the school has taken regarding the student's attendance shall be forwarded to the Juvenile-Family Crisis Intervention Unit.
5. For a student with a disability, the attendance plan and its punitive and remedial procedures shall be applied, where applicable, in accordance with the student's IEP, pursuant to 20 U.S.C. §§ 1400 et seq., the Individuals with Disabilities Education Act; the procedural protections set forth in N.J.A.C. 6A:14; accommodation plan under 29 U.S.C. §§ 794 and 705(20); and individualized health care plan and individualized emergency healthcare plan pursuant to N.J.A.C. 6A:16-2.3(b)5.xii.
6. All receiving schools pursuant to N.J.A.C. 6A:14-7.1(a), shall act in accordance with N.J.A.C. 6A:16-7.6(a)4.i. and H.1. above for each student with up to four cumulative unexcused absences that count toward truancy.
 - a. For each student attending a receiving school with five or more cumulative unexcused absences that count toward truancy, the absences shall be reported to the sending school district.

REGULATION

HASBROUCK HEIGHTS BOARD OF EDUCATION

- (1) The sending school district shall proceed in accordance with the Board of Education's policies and procedures pursuant to N.J.A.C. 6A:16-7.6(a) and H.5. above and the provisions of N.J.A.C. 6A:16-7.6(a)4.ii. through iv. and H.2. through H.5. above, as appropriate.

I. Discipline

1. Students may be denied participation in co-curricular activities if the Board establishes attendance standards for participation.
2. Students may be denied participation in athletic competition if the Board establishes attendance standards for participation.
3. No student who is absent from school for observance of a religious holiday may be deprived of any award or of eligibility for or opportunity to compete for any award because of the absence.

J. Recording Attendance

1. Teachers must accurately record the students present, tardy, or absent each day in each session or each class. Attendance records must also record students' attendance at out-of-school curricular events such as field trips.
2. A record shall be maintained of each excused absence, **and each** unexcused absence that counts toward truancy **as defined in Policy and Regulation 5200**, ~~and unexcused absence that does not count toward truancy for each student.~~
3. A report card will record the number of times the student was absent and tardy in each marking period.
4. A student's absence for observance of a religious holiday will not be recorded as such on any transcript or application or employment form.

K. Appeal

1. Students may be subject to appropriate discipline for their school attendance record.
2. A student who has been retained at grade level for excessive absences may appeal that action in accordance with Policy 5410.
3. A student who has been dropped from a course and/or denied course credit for excessive absences may appeal that action in accordance with the following procedures:
 - a. The student shall file a written appeal to the Principal or designee within five school days of receiving notice of the action. The appeal should state the reasons for each absence, any documentation that may support reducing the number of absences for the purposes of course credit, and reasons why the student should either continue to be enrolled in the course or receive course credit for a class the student completed

REGULATION

HASBROUCK HEIGHTS BOARD OF EDUCATION

- b. The Principal or designee will respond in writing no later than seven school days after receiving the student's appeal.
- c. If the student is not satisfied, he/she may submit a written request to the Principal for consideration by an Attendance Review Committee.
- d. On a student's request for consideration by an Attendance Review Committee, the Principal shall convene an Attendance Review Committee. The Attendance Review Committee shall meet informally to hear the student's appeal. The student's parent and teacher(s) may attend the meeting.
- e. The Attendance Review Committee shall decide the appeal and inform the student in writing within seven school days of the meeting.
- f. The student may appeal an adverse decision of the Attendance Review Committee to the Superintendent, the Board of Education, and the Commissioner of Education in accordance with Policy 5710, Pupil Grievance and N.J.S.A. 18A. An appeal to the Attendance Review Committee shall be considered to have exhausted the first two steps of the grievance procedure outlined in Policy 5710.

L. Attendance Records

- 1. Attendance records for the school district and each school will be maintained and attendance rates will be calculated as required by the New Jersey Department of Education. The school district will comply with all attendance requirements and any improvement plans as required by the Department of Education.

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5465 EARLY GRADUATION

The Board of Education will award a State-endorsed diploma to a student that has met all State and local requirements for high school graduation. In addition, t~~The Board of Education shall award a State-endorsed high school diploma to any currently enrolled student pupil in accordance with the provisions of N.J.A.C. 6A:8-5.2 (e) who has not completed the twelfth grade.~~

In accordance with the provisions of N.J.A.C. 6A:8-5.2(e), ~~the Board of Education a State-endorsed high school diploma will~~ **shall be awarded a State-endorsed high school diploma** early by ~~the Board of Education to any currently enrolled pupil~~ **student** who:

1. ~~Has performed at a proficient or advanced proficient level of achievement in all sections of the HSPA or applicable High School Competency Assessments~~ **demonstrated proficiencies in the Statewide assessments as required by the New Jersey Department of Education for high school graduation;**
2. Has presented official transcripts showing at least thirty general education credits leading to a degree at an accredited institution of higher education; and
3. Has formally requested an early award of a State-endorsed high school diploma.

The diploma will bear the date of its issuance. The pupil **student** may be permitted to participate in graduation ceremonies with his/her classmates without formal readmission to the school district on application to and approval of the high school Principal.

N.J.S.A. 18A:7C-1 et seq.

N.J.A.C. 6A:8-5.1 et seq.; 6A:8-5.2 et seq.

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POLICY

HASBROUCK HEIGHTS BOARD OF EDUCATION

OPERATIONS

8630/page 1 of 1

Bus Driver Responsibility

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8630 BUS DRIVER/BUS AIDE RESPONSIBILITY

The Board of Education requires all school bus drivers **and bus aides** employed by the district or employed by a contracted school bus company to be reliable persons of good moral character who possess the qualifications ~~and communication skills~~ necessary to perform the duties of the position. **Anyone driving a school bus driver will be used to transport students to and from school and school related activities must meet all requirements of N.J.S.A. 18A:39-17, 18, 19.1, and 30 and all New Jersey Motor Vehicle Commission (NJMVC) rules governing school bus drivers. All school bus drivers must possess the appropriate license and endorsement(s) to drive a school bus in the State of New Jersey and are is subject to all the Federal and State requirements to maintain the appropriate license.**

School bus drivers and bus aides shall meet criminal history background check requirements pursuant to N.J.S.A. 18A:6-7.1 et seq. and tuberculin testing requirements pursuant to applicable State statutes and administrative codes. School bus drivers and bus aides shall be considered under the Federal Family Educational Rights and Privacy Act (FERPA) to be school officials who have a legitimate educational interest to parts of a student's record relating to transportation, without parental consent, as outlined in N.J.A.C. 6A:27-12.1(j)1. School bus drivers and bus aides shall receive training in the use of a student's educational records and in their responsibility to ensure the privacy of the student and his or her records. In addition, permanent and substitute school bus drivers and bus aides shall be trained for the functions of their positions and in a safety education program as outlined in N.J.A.C. 6A:27-11.2(b) and (c).

In accordance with the provisions of N.J.S.A. 18A:39-28, school bus drivers must visually inspect the school bus they are assigned at the end of the transportation route to determine that no student has been left on the bus.

The school bus driver shall be in full charge of the school bus at all times and shall be responsible for maintaining order. The school bus driver will never exclude a ~~pupil~~ **student** from the school bus, but if unable to manage a **student pupil**, the school bus driver will report the unmanageable ~~pupil~~ **student** to the Principal or designee of the school in which the ~~pupil~~ **student** attends.

The Principal or designee, upon such report from the school bus driver, may assign appropriate discipline. The discipline may include excluding the ~~pupil~~ **student** from the bus. ~~and The pupil's parent(s) or legal guardian(s) student's parent~~ shall provide for the **student's pupil's** transportation to and from school during the time of exclusion.

In the event of an emergency, ~~the~~ school bus drivers shall follow procedures established by this Board. **School administrators shall organize and conduct emergency exit drills at least twice within the school year for all students who are transported to and from school. All other students shall receive school bus evacuation drills at least once per year.**

School bus drivers and bus aides shall participate in the emergency exit drills, which shall be conducted on school property and shall be supervised by the Principal or person assigned to act in a supervisory capacity. Drills shall be documented in the minutes of the Board of Education at the first meeting following completion of the emergency exit drill in accordance with the provisions of N.J.A.C. 6A:27-11.2(d).

The school bus driver will immediately inform the Principal of the receiving school and the School Business Administrator or designee of the district providing the transportation following an accident that involves injury, death or property damage. The school bus driver must also complete **and file within ten days of the accident the a Preliminary School Bus Accident Report** prescribed by the Commissioner of Education. **In addition to the Preliminary School Bus Accident Report, the driver of a school bus involved in an accident resulting in injury or death of any person, or damage to property of any one person in excess of \$500, shall complete and file within ten days after such accident a motor vehicle accident report in accordance with N.J.S.A. 39:4-130.** ~~and provide the Report to the Principal of the receiving school by the end of the next working day. The Principal of the receiving school shall retain a copy of the Report and forward other copies of the Report as prescribed by the New Jersey Department of Education.~~

~~A school bus driver, during the driver's work schedule, may only use a cellular or other wireless telephone, for school related business. The driver is~~ **School bus drivers are prohibited from using a cellular or other wireless telephone, while operating a school bus. A cellular, or other wireless telephone, may only be used for school related business by the school bus driver while operating the school bus, when unless the school bus is parked in a safe area off a highway or in an emergency situation pursuant to N.J.S.A 39:3B-25. A school bus driver who violates this policy provision is subject to fines pursuant to N.J.S.A. 39:3B-25.**

~~The Sschool bus drivers are~~ is responsible for the safety of **their** ~~his/her pupils~~ **students** and shall rigorously observe all motor vehicle laws and regulations and State Board of Education rules in the operation of ~~his/her~~ **their** school bus.

N.J.S.A. 18A:25-2; 18A:39-28

N.J.S.A. 39:3B-25

N.J.A.C. 6A:27-11.1 et seq.; 6A:27-12.1 et seq.

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REGULATION

HASBROUCK HEIGHTS BOARD OF EDUCATION

OPERATIONS

R 8630/page I of 7

Emergency School Bus Procedures

M

R 8630 EMERGENCY SCHOOL BUS PROCEDURES

~~The following procedures apply to all school bus drivers employed by the Board of Education or under contract with the Board of Education for the transportation of pupils to and from school or in the course of an activity sponsored by the Board of Education.~~

A. Staff Training

1. The Board of Education will administer a safety education program for all permanent and substitute school bus drivers and bus aides. At a minimum, the training shall include:
 - a. Student management and discipline;
 - b. School bus accident and emergency procedures;
 - c. Conducting school bus emergency exit drills;
 - d. Loading and unloading procedures;
 - e. School bus stop loading zone safety;
 - f. Inspecting the school vehicle for students left on board the bus at the end of the route; and
 - g. The use of student's educational records, including the district's responsibility to ensure the privacy of the student and his or her records, if applicable.
2. The district shall administer a safety education program to school bus drivers that includes defensive driving techniques and railroad crossing procedures.

B.A. Emergency Bus Evacuation ~~Exit~~ Drills

1. The Principal of each school shall organize and conduct emergency bus exit drills at least twice each school year for **students** ~~pupils~~ who are transported to and from school and **all other students shall receive school bus evacuation instruction at least once within the school year** ~~at least once per year for all other pupils~~.
2. ~~The S~~school bus drivers and bus aides shall will participate in the emergency exit drills.
3. Bus exit drills will be conducted on school property and shall will be supervised by the Principal or by a person assigned by the Principal to **act in a supervisory capacity** ~~supervise the drill~~. The drills will be conducted when weather is conducive to safety and preferably when the bus arrives at school with a full complement of **students** ~~pupils~~.

4. The portion of the drill involving the use of the rear emergency door, which requires **students** ~~pupils~~ to jump **from a bus to the ground** ~~a thirty-inch drop,~~ **does** need not to be performed by every **student** ~~pupil~~; ~~a few pupils~~ **and** may demonstrate ~~by~~ ~~for the~~ others.
5. The school bus driver or supervisor of the drill shall:
 - a. Describe and demonstrate the use of kick-out windows and split-sash windows;
 - b. Describe the location and use of flares, flags, fire ax, and other emergency equipment;
 - c. Give instruction in the opening and closing of front and rear doors, turning off the ignition switch, and setting and releasing the emergency brake;
 - d. Explain that the bus will be evacuated by the front door when the bus is damaged in the rear and by the rear door when the front door is blocked;
 - e. Demonstrate the use of the emergency exit door;



REGULATION

HASBROUCK HEIGHTS BOARD OF EDUCATION

OPERATIONS

R 8630/page 2 of 7

Emergency School Bus Procedures

- f. Instruct **students** ~~pupils~~ that lunches and books should be left on the bus in the evacuation procedure;
 - g. Appoint older, bigger **students** ~~pupils~~ to assist younger, smaller **students** ~~pupils~~ in their exit from the bus;
 - h. Have **students** ~~pupils~~ leave **the** bus one row at a time, left and right sides alternating, in a prompt and orderly fashion;
 - i. Instruct **students** ~~pupils~~ to group in a safe place at least fifty "giant steps" **distance** away from the bus and to wait in that place until directed by the driver, a police officer, or other adult in authority; and
 - J. Tolerate no **student** ~~pupil~~ misbehavior in the conduct of the drill; the failure of any **student** ~~pupil~~ to follow directions must be reported to the Principal; and
 - k. **Provide any other training that will protect the safety of the students in the event the bus needs to be exited due to any emergency.**
6. **In accordance with the provisions of N.J.A.C. 6A:27-11.2(d), emergency bus evacuation drills shall be documented in the minutes of the Board at the first meeting following completion of the emergency exit drill. The minutes shall include, but are not limited to, the following:**
- a. **The date of the drill;**
 - b. **The time the drill was conducted;**
 - c. **The school name;**
 - d. **The location of the drill;**
 - e. **The route number(s) included in the drill; and**
 - f. **The name of the Principal or assigned person(s) who supervised the drill.**

C.B. Additional Precautions

- 1. **School bus drivers may, depending on the age of the students on a bus route, discuss with the students additional safety precautions that may be taken in the event of a bus emergency. The safety precautions to be discussed shall be approved by the SBA.**
~~A pupil leader, school bus aide, or adult monitor will be appointed to assist the school bus driver. A pupil leader will be selected on the basis of the pupil's~~



~~maturity, ability to lead, and, where possible, residency near the farthest point of the bus route; written parental approval must be secured. The pupil leader, school bus aide, or adult monitor will be trained to substitute for the bus driver in the event of the driver's incapacitation.~~

2. School bus drivers shall attend training workshops offered by the New Jersey Department of Education and this school district and shall be trained in first aid.
3. Each school bus shall be equipped with:
 - a. A list of the **students** pupils assigned to that bus;
 - b. A first aid kit approved by the school **nurse** medical-inspector and inspected regularly by the **school bus driver** school nurse;
 - c. Several emergency notice cards on which are printed the telephone numbers of the appropriate police department, the receiving school, and an emergency medical service and on which is provided a space for writing the location of a disabled school bus and the name of the bus driver; and
 - d. Flags or flares or other warning devices; **and**
 - e. **Any other equipment or supplies determined to be included on the school bus by the administration.**



REGULATION

HASBROUCK HEIGHTS BOARD OF EDUCATION

OPERATIONS

R 8630/page 3 of7

Emergency School Bus Procedures

4. Each school bus driver shall:
 - a. Inspect ~~Daily survey~~ his/her bus for possible hazards **or safety concerns before driving the bus each day;**
 - b. Keep aisles and passageways clear at all times;
 - c. Maintain **student** ~~pupil~~ discipline on the bus;
 - d. Prohibit the presence of any **non-service** animal, firearm, ammunition, weapon, explosive, or any other dangerous **or illegal** material or object on the school bus;
 - e. Report promptly to the **School Business Administrator** ~~Principal~~ any potential driving hazard on his/her route, such as construction, road work, etc.;
 - f. Report promptly to the **School Business Administrator** ~~Principal~~ any deviation in the bus route or schedule;
 - g. Drive at safe speeds at all times and exercise extraordinary care in inclement weather;
 - h. Know and obey all motor vehicle laws and regulations and State Board of Education regulations; ~~and~~
 - i. Not smoke, eat, or drink **while in or operating the bus at any time** any ~~liquid~~ or perform any act or behave in any manner that may impair the safe operation of the school bus ~~while it is transporting pupils. ;~~
 - j. **Visually inspect the school bus at the end of each transportation route to determine that no student has been left on the bus; and**
 - k. **Not allow a student on board a school bus unless the bus driver or other employee of the Board or school bus contractor is also on board the bus. This shall not apply when a school bus driver leaves the bus to assist in the boarding or exiting of a disabled student or in the case of an emergency.**

REGULATION

HASBROUCK HEIGHTS BOARD OF EDUCATION

OPERATIONS

R 8630/page 4 of 7

Emergency School Bus Procedures

D.C. General Emergency Rules

1. ~~The~~ School bus drivers ~~are~~ is responsible for the safety of the ~~students pupils~~ on ~~their his/her~~ bus. In the event of an emergency, ~~the~~ school bus drivers must exercise responsible leadership. The safety and well-being of ~~students pupils~~ must be the ~~driver's~~ **drivers'** paramount consideration. ~~The~~ School bus drivers **shall** ~~will~~ stay with ~~their his/her~~ **students pupils** ~~at all times until another school staff member, law enforcement officer, or a first responder can assume responsibility for the safety of the students.~~
2. ~~School~~ The bus drivers may not leave the school bus when children are aboard except in an emergency and, then, only after ~~he/she~~ **they have turned off the engine** ~~stopped the motor~~, removed the ignition key, **and safely secured the school bus** ~~set the auxiliary brake, and put the transmission in gear for a standard transmission or in "Park" for an automatic transmission.~~
3. A school bus must be evacuated when:
 - a. There is a fire in the engine or any other portion of the bus;
 - b. There is a danger of fire because the bus is near an existing fire or a quantity of gasoline or other highly combustible material and is unable to move away; ~~or~~
 - c. The bus is disabled for any reason and
 - (1) Its stopping point is in the path of a train or is adjacent to a railroad track,
 - (2) A potential exists for the position of the bus to shift thus endangering ~~students pupils~~, or
 - (3) The stopping point (e.g., on a hill, curve, or near an obstruction) fails to provide oncoming traffic with at least 300 feet visibility of the bus, thus creating the danger of a collision; ~~or~~
 - d. **The risk of remaining in the bus poses a greater safety risk than evacuating the bus.**
4. When a school bus is evacuated, ~~students pupils~~ shall leave the bus by the exit(s) and in the manner that affords maximum safety in the circumstances.



REGULATION

HASBROUCK HEIGHTS BOARD OF EDUCATION

OPERATIONS

R 8630/page 4 of 7

Emergency School Bus Procedures

5. **Students** Pupils who have been evacuated from a school bus shall be moved to a safe place **and distance** at least 100 feet from the bus and remain there until the driver or, if the driver is incapacitated, another person in authority has determined that no danger remains or until other **alternative safety** provisions can be made.
6. No **student** pupil shall be allowed to request a ride with a passerby or proceed to walk home or leave the scene without the specific approval of the bus driver, a police officer, or other person in authority.
7. **In the event** ~~Whenever~~ a school bus is disabled in the course of providing **student** pupil transportation, the driver, or a responsible person **designated** ~~appointed~~ by the driver, will notify the **School Business Administrator** ~~Principal~~ of the number and location of the bus and the circumstances of the disability. The **School Business Administrator** ~~Principal~~ will make arrangements for the safety of the **students** ~~pupils involved, by substitute transportation or otherwise.~~



REGULATION

HASBROUCK HEIGHTS BOARD OF EDUCATION

OPERATIONS

R 8630/page 5 of 7

Emergency School Bus Procedures

E. ~~D~~. Specific Emergency Situations

1. In the event of an accident or vehicle failure the following procedures will be implemented.
 - a. The school bus driver shall, in person or through a responsible **designee** ~~delegate~~, summon the police and emergency medical services, if necessary, and notify the Principal of the receiving school and the School Business Administrator, or designee, of the district providing the transportation.
 - b. The school bus driver will attempt to make all **students** ~~pupils~~ as safe and comfortable as possible. If **possible and** necessary, the driver will administer emergency first aid to injured **students** ~~pupils~~.
 - c. ~~Each pupil on a school bus involved in an accident must be examined for possible injuries, whether or not the pupil appears to have been injured. In the event the school medical inspector is not immediately available, pupils will be examined by the school nurse or by the pupil's personal physician. A written report must be made of the medical condition of each pupil on the bus and submitted to the Principal.~~ **In the event of an accident with no apparent or actual injuries and when law enforcement officials permit the bus to continue on its route after investigating the accident, the school nurse will:**
 - (1) If the accident occurred on the way to school or during school hours, examine any student who is feeling or displaying any symptoms of any injuries from the accident when the bus arrives at school; or
 - (2) If the accident occurred on the way home from school, examine any student who is feeling or displaying any symptoms of any injuries from the accident the next school day or if the parent of a student requests the school nurse examine their child the next school day.
 - d. In the event of an accident where students are injured, a student(s) may be transported to a hospital if it is determined by law enforcement, medical, and/or first aid staff at the accident scene additional medical treatment is required.
 - (1) If the accident occurred on the way to school or during school hours, the school nurse will examine any student not transported to the hospital who is feeling or displaying any symptoms of any injuries from the accident when the bus arrives at school.



(2) If the accident occurred on the way home from school, the nurse will examine any student feeling or displaying any symptoms of any injuries from the accident the next school day or if the parent of a student requests the school nurse examine their child the next school day.

- ed. If another vehicle(s) is involved, the bus driver will obtain the following information from the driver(s) of that vehicle(s) **or from law enforcement officers at the accident scene:** driver's name, driver's license number, vehicle owner's name and address, vehicle registration number, owner's insurance company and policy number, and a description of the vehicle (color, make, year, body type).
- e. ~~The driver will obtain the names and addresses of persons involved in the accident and, if possible, of witnesses.~~
- f. The following notifications must be provided:
 - (1) The school bus driver must report immediately to the Principal of the receiving school and the School Business Administrator or designee of the district providing the transportation, any accident that involves an injury, death, or property damage. In addition, the bus driver must complete and file the Preliminary School Bus Accident Report prescribed by the **Commissioner of Education Department of Education** with the Principal of the receiving school. ~~The written accident report must be accurate and complete.~~



REGULATION

HASBROUCK HEIGHTS BOARD OF EDUCATION

OPERATIONS

R 8630/page 6 of 7

Emergency School Bus Procedures

- (2) The Principal of the receiving school shall retain a copy of the Report and forward other copies of the Report as prescribed by the New Jersey Department of Education.
 - (3) In addition, a school bus driver involved in an accident resulting in injury or death of any person or **damage to property of any one person** damage in excess of \$500 shall **complete and file**, within ten days after ~~such the~~ accident, ~~complete and file~~ a Motor Vehicle Accident Report in accordance with N.J.S.A. 39:4-130.
 - (4) The parent(s) or legal guardian(s) of **students** ~~pupils~~ involved in a school bus accident shall be notified as quickly as possible commensurate with the severity of the accident and injuries, if any, and hospital placement of their child if transported to a **hospital by per ambulance or by other emergency personnel report**.
2. In the event the school bus driver is incapacitated, the following procedures will be implemented:
- a. A school bus driver is incapacitated when he/she is unable to operate the school bus safely or when his/her driving ability is significantly impaired by the driver's physical or mental condition.
 - b. **If there is a bus aide on the bus, the bus aide will take steps necessary to have the bus pulled off the road to a safe location and shall contact school officials or emergency services for assistance** ~~When the school bus driver is incapacitated, the pupil leader, school bus aide, or adult monitor shall take charge of the bus and will be responsible for implementing these procedures. If a bus aide is not on the bus, the bus driver shall pull the bus off the road to a safe location and contact school officials or emergency services for assistance.~~
 - c. ~~If necessary, T~~the bus **shall** ~~will be~~ stopped, with due consideration for the safety of its passengers, the motor turned off, the ignition key removed, and **safely secure the bus** ~~the auxiliary brake set~~.
 - d. ~~If necessary, the pupil leader, school bus aide, or adult monitor other shall summon emergency medical services to aid the driver.~~
 - e. ~~The pupil leader, school bus aide, or adult monitor shall, in person or through a responsible delegate, immediately notify the Principal of the number and location of the bus and, to the extent that it is known, the condition of the driver.~~



REGULATION

HASBROUCK HEIGHTS BOARD OF EDUCATION

OPERATIONS

R 8630/page 7 of7

Emergency School Bus Procedures

- d.f. The **School Business Administrator** ~~Principal~~ shall immediately arrange for the transportation of the **students** ~~pupils~~ by substitute driver, substitute bus, or other means.



REGULATION

HASBROUCK HEIGHTS BOARD OF EDUCATION

OPERATIONS

R 8630/page 8 of 7

Emergency School Bus Procedures

3. In the event of an injury to a **student pupil** on the bus, at a bus stop, or along a transportation route, not incurred as the result of a school bus accident, the following procedures will be implemented.
 - a. In the absence of another responsible adult in authority, the school bus driver will take charge of a **student pupil** who has been injured or disabled on a school bus, at a school bus stop, or along the transportation route traveled by the school bus.
 - b. If necessary, first aid will be administered.
 - c. If the **student's pupil's** injury is serious, emergency medical services will be summoned; the school bus driver or a responsible adult appointed by the bus driver will remain with the **student pupil** until emergency medical help arrives.
 - d. If the **student's pupil's** injury is not serious, and
 - (1) Occurs on the way to the school, the school bus driver will deliver the injured **student pupil** to the school nurse for examination and such treatment or referral as may be required. The school nurse will notify the **student's pupil's** parent(s) or legal guardian(s).
 - (2) Occurs on the way to the **student's pupil's** home, the school bus driver or another school district staff member will deliver the injured **student pupil** to his/her parent(s) or legal guardian(s) or to a responsible adult at the **student's pupil's** home or if no one is home the injured **student pupil** will be delivered transported back to a school district location until a parent or another responsible adult can be contacted. If it is determined the student may need medical treatment and a parent or responsible adult cannot be contacted, the child may be transported to the school physician's office or to the nearest hospital emergency room.
 - (3) Occurs on the way to or from an extracurricular event, the school bus driver will notify a professional staff member assigned to the activity, who will take charge of the **student pupil** and notify the **student's pupil's** parent(s) or legal guardian(s).



REGULATION

HASBROUCK HEIGHTS BOARD OF EDUCATION

OPERATIONS

R 8630/page 9 of 7

Emergency School Bus Procedures

- e. The school bus driver will immediately report the incident **and any injuries** to the Principal **or designee** of the school in which the **student pupil** is enrolled. ~~The Principal may request that the school medical inspector examine the pupil or may request the pupil's parent(s) or legal guardian(s) to submit the report, if any, of the examining physician.~~

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POLICY

ATTACHMENT N

HASBROUCK HEIGHTS BOARD OF EDUCATION

PROGRAM
2464/page 1 of 2
Gifted and Talented Pupils
M

2464 GIFTED AND TALENTED PUPILS

The district shall provide gifted and/or talented pupils at all grade levels with programs which provide for their basic education while encouraging optimum development of their special abilities. Programs shall be developed or located which stimulate pupils to participate constructively in, and contribute to, the activities of their school, the community and society.

The Gifted and Talented Program shall be based on the common core curricula standards in all disciplines and designed for individual learning styles of each student. Because early discovery of "giftedness" is important, it is essential that the identification of these pupils be carried on as a continuing process, since special abilities and skills appear at different times in the development of many children.

The Superintendent in conjunction with the Director/Supervisor of Special Services and other administrators and the Gifted/Talented Teacher shall coordinate development of criteria to identify gifted and/or talented students and monitor progress at regular intervals. The Gifted/Talented Teacher will maintain data and report to the Superintendent and other administrators regularly on the progress of these students.

The Gifted and Talented Program will be incorporated into the school day for grades Kindergarten through eight. Students who remain in district for grades nine through twelve will utilize the Pre-Advanced Placement, Advanced Placement (AP), dual-enrollment which offers college credits, and honor courses for Gifted and Talented Programming in addition to additional activities aligned with core content curricula standards in various high school courses.

Criteria for entrance into the Gifted and Talented (G&T) Program are as follows:

Assess students in grades 2 and 5

Criteria Elementary Level (2-5)

- **Utilize IQ score (1-2 pts)**
IQ score instrument – (Inview cognitive assessment instrument)
IQ score of 115-119 (1pt)
IQ score of 120 or higher (2pts)
- **Math Benchmark 87> (2pts)**
- **Reading Benchmark 87> (2pts)**
- **Writing Benchmark 87>(2pts)**

POLICY

HASBROUCK HEIGHTS BOARD OF EDUCATION

- Report Card (1pt)
90% or higher in all areas
- Teacher rating (1pt)
G&T teacher checklist – 80 points out of 100 (80%)
- Writing assessment (2pts) –informative and narrative sample – need a score of 3.5>
- Reading assessment (2pts)– running records – need a score of 4>

Total number of points = 10 (student needs to earn 8pts to meet gifted and talented criteria)

Criteria Middle School Level

- Utilize IQ score (2pts total)
IQ score instrument - (Inview cognitive assessment instrument)
IQ score of 115-119 (1pt)
IQ score of 120 or higher (2pts)
- Math Quarterly 87> (2pts)
- Reading Quarterly 87> (2pts)
 - Writing Quarterly 87>(2pts)
- Report Card (1pt)
Regular course 90% or higher in all areas
Honors 87% or higher in all areas
- Teacher rating (1pt)
G&T teacher checklist - 80 points out of 100 (80%)

Total number of points = 10 (student needs to earn 8pts to meet gifted and talented criteria)

Access for Students Achieving 7pts

Any student achieving 7pts on the Gifted and Talented criteria will be re-assessed at the end of the current academic year.

Continuation in Gifted and Talented Program

All students in Gifted and Talented will be re-assessed each year, excluding IQ assessment (IQ will only be assessed in 2nd and 5th grade. For each subsequent year the points earned in 2nd and 5th grade will be automatically applied to criteria score).

POLICY

HASBROUCK HEIGHTS BOARD OF EDUCATION

Conduct Stipulation

All students must maintain behavior and maturity level consistent with good academic standing. Discipline process:

Step 1 - Verbal warning

Step 2 - Contact parents

Step 3 - Removal from program

- The above statement will be included in student acceptance letter

Progress Reporting

Student progress will be reviewed on a quarterly basis

In order to continue in the Gifted and Talented program the student must maintain a B-average in all core content areas.

Grades K-2

- Integrated program, Writer's Workshop
- Infused in the curriculum

~~Kindergarten Screening For Gifted And Talented~~

~~Kindergarten teachers must submit "The Inventory of Kindergarten Skills" for each child whom they recommend, by November 1.~~

- ~~• The student must master all skills listed including writing, math, language, and fine motor skills;~~
- ~~• The student must achieve "can do" or 1 for each behavioral and social development.~~

~~The Inventory will then be sent to the Principal, Director/Supervisor of Special Services, Assistant Superintendent and G&T Teacher for review.~~

~~If deemed appropriate, the G&T Teacher will administer "The Inventory of Kindergarten Skills". Student eligibility would then be determined using the District Criteria.~~

~~Grades Kindergarten Eight Eligibility Procedures~~

~~Students in grades Kindergarten through eight will be administered a standardized test before June of the end of that year by the G&T Teacher or designee. The results of these tests determine eligibility for the in-district Gifted and Talented Program.~~

POLICY

HASBROUCK HEIGHTS BOARD OF EDUCATION

~~Criteria for eligibility are as follows:~~

- ~~• Academic Achievement a minimum of 97 percentile or top ten percent in each grade level equivalent on standardized test aligned with State mandated testing in Language Arts and Math;~~
- ~~• Teacher recommendation; and~~
- ~~• Grades and maturity commensurate with scores on standardized test and core curricula content standards.~~

High School Gifted and Talented

The high school Principal or designee, in conjunction with the Director/Supervisor of Special Services/Assistant Superintendent and the Gifted and Talented Teacher, will help schedule the Gifted and Talented students in courses that will maintain the rigor and challenge of which these students are capable. The high school Principal or designee will be responsible for insuring the implementation of additional activities connected with core curricula content standards in each classroom or grade level for G&T high school students.

~~Students will be assessed annually to determine eligibility for the G&T Program.~~

N.J.S.A. 18A:61A-2; 18A:35-4.16

N.J.A.C. 6:37-1.1; 6A:8-1.3; 6A:8-3.1(a)5. P.L.

108-382, Sec. 10201 et seq.

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REGULATION

HASBROUCK HEIGHTS BOARD OF EDUCATION

PROGRAM R 2464
Gifted and Talented Pupils
M

R 2464 GIFTED AND TALENTED PUPILS ~~Kindergarten Screening For Gifted and~~

~~Talented~~

~~Kindergarten teachers referring pupils for Gifted and Talented must submit the following document: The Inventory of Kindergarten Skills~~

~~The pupil should have mastered all skills listed including writing and language development skills.~~

~~Behavioral and Social Development must also show Mastery "Can Do".~~

~~The Inventory will then be sent to the Building Principal and Director of Special Services for review.~~

~~If deemed appropriate, the Basic Skills teacher will then administer the Kindergarten Screening Test. Pupil eligibility would then be determined using the district criteria.~~

The purpose of Hasbrouck Heights Public School's gifted and talented program is to nurture academic excellence. The Hasbrouck Heights School District is committed to unique education for gifted and talented students to help them develop their abilities and recognizes that gifted and talented students in this district have unique values, needs, and talents.

Grades Kindergarten – 2nd

Students in grades Kindergarten through ~~eight~~ second will receive differentiated instruction in their classrooms to meet their gifted and talented needs.

Grades 3 – 5

Students in grades three through five will have to meet the following criteria in order to be eligible for the gifted and talented program:

-Utilize IQ score (1-2 pts)

IQ score instrument – Inview – Cognitive Assessment Instrument

IQ score of 115-119 (1pt)

IQ score of 120 or higher (2pts)

-Math Benchmark 87> (2pts)

-Reading Benchmark 87> (2pts)

-Writing Benchmark 87>(2pts)

-Report Card (1pt)

REGULATION

HASBROUCK HEIGHTS BOARD OF EDUCATION

90% or higher in all areas

-Teacher rating (1pt)

Gifted and Talented teacher checklist – 80 points out of 100 (80%)

-Writing assessment (2pts) –informative and narrative sample – need a score of 3.5>

-Reading assessment (2pts)– running records – need a score of 4>

Total number of points = 10 (student needs to earn 8pts to meet gifted and talented criteria)

Grades 6 – 8

Students in grades sixth through eighth will have to meet the following criteria in order to be eligible for the gifted and talented program:

-Utilize IQ score (2pts total)

IQ score instrument - Inview – Cognitive Assessment Instrument

IQ score of 115-119 (1pt)

IQ score of 120 or higher (2pts)

-Math Quarterly 87> (2pts)

-Reading Quarterly 87> (2pts)

-Writing Reading 87>(2pts)

-Report Card (1pt)

Regular course 90% or higher in all areas

Honors 87% or higher in all areas

-Teacher rating (1pt)

G&T teacher checklist – 80 points out of 100 (80%)

Total number of points = 10 (student needs to earn 8pts to meet gifted and talented criteria)

~~Criteria for eligibility are as follows:~~

Access for Students Achieving 7pts

Any student achieving 7pts on the Gifted and Talented criteria will be re-assessed at the end of the current academic year.

Continuation in Gifted and Talented Program

All students in Gifted and Talented will be re-assessed each year, excluding IQ assessment (IQ will only be assessed in 2nd and 5th grade. For each subsequent year the points earned in 2nd and 5th grade will be automatically applied to criteria score).

REGULATION

HASBROUCK HEIGHTS BOARD OF EDUCATION

Conduct Stipulation

All students must maintain behavior and maturity level consistent with good academic standing. Discipline process:

Step 1 - Verbal warning

Step 2 - Contact parents

Step 3 - Removal from program

- The above statement will be included in student acceptance letter.

Progress Reporting

Student progress will be reviewed on a quarterly basis.

In order to continue in the Gifted and Talented Program the student must maintain a B-average in all core content areas.

Grades K-2

- Integrated program, Writer's Workshop
- Infused in the curriculum

~~• Academic Achievement — a minimum of 97 percentile or top ten percent in each grade level equivalent on standardized test aligned with State mandated testing in Language Arts and Math;~~

~~Teacher recommendation; and~~

~~Grades and maturity commensurate with scores on standardized test and core curricula content standards.~~

High School Gifted and Talented

The high school Principal or designee, in conjunction with the Supervisor of Special Services/Assistant Superintendent and the Gifted and Talented Teacher, will help schedule the Gifted and Talented students in courses that will maintain the rigor and challenge of which these students are capable. The high school Principal or designee will be responsible for insuring the implementation of additional activities connected with core curricula content standards in each classroom or grade level for Gifted and Talented high school students.

~~Students will be assigned annually to determine eligibility for the Gifted and Talented Program.~~

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POLICY GUIDE

PUPILS

5460/page 1 of 11

High School Graduation

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[See POLICY ALERT Nos. 90, 95, 121 153, 157, 169, 186, and 205]

5460 HIGH SCHOOL GRADUATION

The Board of Education will recognize the successful completion of the secondary school instructional program by the award of a State-endorsed diploma certifying the pupil **student** has met all State and local requirements for high school graduation. The Board will annually certify to the Executive County Superintendent each pupil **student** who has been awarded a diploma has met the requirements for graduation.

A. High School Graduation Requirements

130 A graduating pupil **student** must have earned a minimum of **(four-year high school: no fewer than one hundred twenty credits)** credits in courses designed to meet all of the New Jersey Core Curriculum Content Standards including, but not limited to, the following credits:

1. 20 (At least twenty) credits in language arts literacy aligned to grade nine through twelve standards, ~~effective with the 2009-2010 grade nine class;~~
2. 20 (At least fifteen) credits in mathematics, including Algebra I or the content equivalent ("content equivalent" is defined at N.J.A.C. 6A:8-1.3) ~~effective with the 2008-2009 grade nine class;~~ including geometry or the content equivalent effective with the 2010-2011 grade nine class;; and including a third year of mathematics that builds on the concepts and skills of algebra and geometry and that prepares pupils **students** for college and 21st century careers effective with the 2012-2013 grade nine class;
3. 15 (At least fifteen) credits in social studies, including satisfaction of N.J.S.A. 18A:35-1 and 18A:35-2;; five credits in world history;; and the integration of civics, economics, geography, and global content in all course offerings;
4. 15 (At least fifteen) credits in science, including at least five credits in laboratory biology/life science or the content equivalent effective with the 2008-2009 grade nine class;; including one additional laboratory/inquiry-based science course, which shall include chemistry, environmental science, or physics effective with the 2010-2011 grade nine class;; and including one additional laboratory/inquiry-based science course effective with 2012-2013 grade nine class;



POLICY GUIDE

PUPILS
5460/page 2 of 11
High School Graduation

5. 20 (At least three and three-quarters) credits in health, safety, and physical education during each year of enrollment, distributed as one hundred fifty minutes per week, as required by N.J.S.A. 18A:35-5, 7 and 8;
6. 5 (At least five) credits in visual and performing arts;
7. 5 (At least five) credits in world languages or pupil student demonstration of proficiency as set forth in N.J.A.C. 6A:8-5.1(a)2ii(2);
8. 2.5 (At least two and one-half) credits in financial, economic, business, and entrepreneurial literacy, effective with 2010-2011 grade nine class;
9. Technological literacy, consistent with the Core Curriculum Content Standards, integrated throughout the curriculum;
10. 5 (At least five) credits in 21st century life and careers, or career-technical education; and
11. Electives as determined by the high school program sufficient to total a minimum of 130 (~~must be at least one hundred twenty~~) credits.

As defined in N.J.A.C. 6A:8-1.3, "cCredit" means the award for the equivalent of a class period of instruction which meets for a minimum of forty minutes, one time per week during the school year or as approved through N.J.A.C. 6A:8-5.1(a)2.

The high school graduation credit requirement may be met in whole or in part through program completion of a range of experiences that enable pupils students to pursue a variety of personalized learning opportunities, as follows:

1. The district shall establish a process to approve individualized pupil student learning opportunities that meet or exceed the Core Curriculum Content Standards.



POLICY GUIDE

PUPILS

5460/page 3 of 11
High School Graduation

- a. Individualized **student** pupil learning opportunities in all Core Curriculum Content Standards areas include, but are not limited, to the following:
- (1) Independent study;
 - (2) Online learning;
 - (3) Work-based programs, internships, apprenticeships;
 - (4) Study abroad programs;
 - (5) ~~Pupil~~ **Student** exchange programs; and
 - (6) **Structured** Service learning experiences, ~~and, including, but not limited to, work-based programs, internships, apprenticeships, and service learning experiences.~~
 - ~~(7) Structured learning experiences.~~
- b. Individualized ~~pupil~~ **student** learning opportunities based upon specific instructional objectives aimed at meeting or exceeding the Core Curriculum Content Standards shall:
- (1) Be based on **student** pupil interest and career goals as reflected in the Personalized **Student** Pupil Learning Plans ~~as they are phased in according to the schedule of implementation set forth at N.J.A.C. 6A:8-3.2(a)1;~~
 - (2) Include demonstration of pupil **student** competency;
 - (3) Be certified for completion based on the district process adopted according to 2. below; and
 - (4) Be on file in the school district and subject to review by the Commissioner or ~~his/her~~ designee.



POLICY GUIDE

PUPILS
5460/page 4 of 11
High School Graduation

- c. Group programs based upon specific instructional objectives aimed at meeting or exceeding the Core Curriculum Content Standards shall be permitted and shall be approved in the same manner as other approved courses.
2. The district shall establish a process for granting of credits through successful completion of assessments that verify ~~pupil~~ **student** achievement in meeting or exceeding the Core Curriculum Content Standards at the high school level, including **standards achieved** ~~those occurring~~ by means of the individualized ~~pupil~~ **student** learning opportunities enumerated as outlined in N.J.A.C. 6A:8-5.1(a)2. Such programs or assessments may occur all or in part prior to a ~~pupil's~~ **student's** high school enrollment; no such locally administered assessments shall preclude or exempt ~~pupil~~ **student** participation in applicable Statewide assessments at grades three through twelve.
- a. The district shall choose assessments that are aligned with or exceed the Core Curriculum Content Standards and may include locally designed assessments.
 - b. The district shall choose from among the following assessment options to determine if ~~pupils~~ **students** have achieved the level of language proficiency designated as Novice-High as defined by the American Council on the Teaching of Foreign Languages (ACTFL) and recognized as fulfilling the world languages requirement of the Core Curriculum Content Standards:
 - (1) The Standards-based Measurement of Proficiency (STAMP) online assessment;
 - (2) The ACTFL Oral Proficiency Interview (OPI) or Modified Oral Proficiency Interview (MOPI); or
 - (3) Department-approved locally designed competency-based assessments.



POLICY GUIDE

PUPILS
5460/page 5 of 11
High School Graduation

3. The district shall establish a process to approve post-secondary learning opportunities that **may** consist of: **(select one or more options)**

- ☒ Advanced Placement (AP) courses;
- ☒ the College-Level Examination Program (CLEP); or
- ☒ concurrent/dual enrollment at accredited higher education institutions.

- a. The district shall award credit for successful completion of an approved, accredited college course that assures achievement of knowledge and skills that meets or exceeds the Core Curriculum Content Standards.

B. Additional Graduation Requirements

1. Attendance requirements as indicated in Policy **and Regulation** No. 5200;-

2. Other requirements established by the Board of Education as indicated below:

40 hours of community service

3. Any statutorily mandated requirements for earning a high school diploma; **and**

4. Any **Statewide assessment graduation requirements as determined by the New Jersey Department of Education, and as outlined in C. below.**

- ~~4. Demonstrated proficiency in all sections of the High School Proficiency Assessment (HSPA), Competency Assessments, or Alternative High School Assessment process applicable to the class graduating in the year they meet all other graduation requirements, based on a schedule prescribed by the Commissioner in accordance with N.J.A.C. 6A:8-4.1(b) through (d); and~~



POLICY GUIDE

PUPILS

5460/page 6 of 11
High School Graduation

5. ~~Those pupils graduating from an adult high school shall demonstrate proficiency in all sections of the HSPA, applicable Competency Assessments, or designated Alternative High School Assessment (AHSA) process for any subjects not yet passed on a previously approved Statewide assessment required for graduation.~~

C. ~~High School Proficiency Assessment (HSPA) and Alternative High School Assessment (AHSA)~~

1. ~~The district will provide pupils who have not demonstrated proficiency on one or more sections of the HSPA following the 11th grade, or applicable Competency Assessments, with the opportunity to demonstrate such competence through both repeated administrations of the HSPA and the AHSA process conducted in accordance with rules of the State Board of Education.~~

a. ~~The _____ shall submit the results of the AHSA process to the Executive County Superintendent of Schools by March 31 of each year, or as otherwise determined by the Commissioner of Education, for approval for graduation in June of the same year. Such results shall include information, as prescribed by the Commissioner, pertaining to pupils successfully completing the AHSA process, and to those who fail to complete the AHSA process successfully.~~

b. ~~The Executive County Superintendent, as the Commissioner's designee, shall review the results of each pupil's AHSA and recommend to the Commissioner either approval or disapproval for graduation.~~

c. ~~All English Language Learners (ELLs) shall satisfy the school district's requirements for high school graduation, except that any ELLs may demonstrate that they have attained State minimum levels of proficiency through:~~

(1) ~~Passage of the AHSA process in their native language, when available, and passage of an English fluency assessment approved by the Department of Education; or~~

(2) ~~Passage of the AHSA process in English with appropriate accommodations.~~



POLICY GUIDE

PUPILS

5460/page 7 of 11
High School Graduation

- d. ~~Pupils with disabilities as defined in N.J.A.C. 6A:14-1.3 or eligible under Section 504 of the Rehabilitation Act and who participate in the AHSA process are not required to participate in repeated administrations of the HSPA.~~

C. Statewide Assessment Graduation Requirements

1. The New Jersey Department of Education (NJDOE) is transitioning from the High School Proficiency Assessment (HSPA) to the Partnership for the Assessment of Readiness for College and Careers (PARCC) End-of-Course assessments for students, including students with disabilities, in the classes of 2016, 2017, and 2018.
2. Students in the classes of 2016, 2017, and 2018 will be able to demonstrate proficiencies in English Language Arts (ELA) and Mathematics required by State statute by either meeting the “cut score” on the PARCC assessments or meeting the “cut score” on a substitute assessment or by meeting the criteria of the NJDOE portfolio appeal process.
3. A student with a disability, whose Individualized Educational Plan (IEP) team determines the student is exempt from these requirements, would be required to achieve the alternative proficiency in his/her IEP.
4. The NJDOE has developed “concordant” cut scores for additional substitute assessments. For the classes of 2016, 2017, and 2018, students will be able to demonstrate proficiency in both ELA and Mathematics by meeting one of the criteria under English Language Arts and Mathematics as indicated below:
 - a. English Language Arts
 - Passing score on a PARCC ELA Grade 9; or
 - Passing score on a PARCC ELA Grade 10; or
 - Passing score on a PARCC ELA Grade 11; or
 - SAT \geq 400; or



POLICY GUIDE

PUPILS
5460/page 8 of 11
High School Graduation

- ACT \geq 16; or
- Accuplacer Write Placer \geq 6; or
- PSAT \geq 40; or
- ACT Aspire \geq 422; or
- ASVAB – AFQT \geq 31; or
- Meet the criteria of the NJDOE Portfolio Appeal

b. Mathematics

- Passing score on a PARCC Algebra I; or
- Passing score on a PARCC Geometry; or
- Passing score on a PARCC Algebra II; or
- SAT \geq 400; or
- ACT \geq 16; or
- Accuplacer Elementary Algebra \geq 76; or
- PSAT \geq 40; or
- ACT Aspire \geq 422; or
- ASVAB – AFQT \geq 31; or
- Meet the criteria of the NJDOE Portfolio Appeal

D. Attendance

Regular attendance is required for the successful completion of a course of study and graduation. ~~Pupils~~ **Students** are expected to be present in every scheduled class except as their attendance is excused in accordance with Board Policy 5200.

E. ~~Pupils~~ Students with Disabilities

1. ~~The district, T~~through the IEP process and pursuant to N.J.A.C. 6A:14-4.11 - Graduation, ~~the district may, for individual pupils with disabilities as defined in N.J.A.C. 6A:14-1.3, specify alternate requirements for a State-endorsed diploma~~ **for individual students with disabilities as defined in N.J.A.C. 6A:14-1.3.**

- a2. The district shall specifically address any alternate requirements for graduation in a ~~pupil's~~ **student's** IEP, in accordance with N.J.A.C. 6A:14-4.11.



POLICY GUIDE

PUPILS

5460/page 9 of 11
High School Graduation

- b3. The district shall develop and implement procedures for assessing whether a **pupil student with a disability** has met any alternate requirements for graduation individually determined in an IEP.
- 24. If a **pupil student** with a disability attends a school other than that of the school district of residence, which is empowered to grant a diploma, the **pupil student** shall have the choice of receiving a **the** diploma of the school attended or a **the** diploma of the school district of residence.
 - a. If the school the **pupil student** is attending declines to issue a diploma to the **pupil student**, the district of residence Board of Education shall issue the **pupil student** a diploma if the **pupil student** has satisfied all State and local graduation requirements, as specified in the **pupil's student's** IEP.
- 35. **Pupils Students** with disabilities who meet the standards for graduation according to the school district's graduation requirements shall have the opportunity to participate in graduation exercises and related activities on a nondiscriminatory basis.
- 46. A **pupil student** with a disability whose **IEP individualized education—program** prescribes continued special education programs beyond the fourth year of high school shall be permitted to participate in commencement ceremonies with his/her graduating class and shall receive a certificate of attendance, provided the **pupil student** has attended four years of high school.
- 57. When a **pupil student** with a disability graduates or exceeds the age of eligibility, the **pupil student** shall be provided a written summary of his or her academic achievement and functional performance prior to the date of the **pupil's student's** graduation or the conclusion of the school year in which he or she exceeds the age of eligibility. The summary shall include recommendations to assist the child in meeting his or her postsecondary goals.



POLICY GUIDE

PUPILS
5460/page 10 of 11
High School Graduation

F. High School Diploma

1. The Board of Education shall award a State-endorsed high school diploma to prospective graduates who have met all of the requirements adopted in accordance with State and local **Board of Education** requirements.
2. The Board of Education shall not issue a high school diploma to any pupil **student** not meeting the criteria specified in State and local requirements.
 - a. The district shall provide ~~pupils~~ **students** exiting grade twelve without a diploma the opportunity for continued high school enrollment to age twenty, or until the requirements for a State-endorsed diploma have been met, whichever comes first.
 - b. The district shall allow any out-of-school individual to age twenty who has otherwise met all State and local graduation requirements, but has failed to ~~pass the HSPA or applicable Competency Assessments~~ **meet the Statewide assessment graduation requirements**, to return to school at scheduled times for the purpose of **meeting the Statewide assessment graduation requirements** taking the necessary test. Upon certification of **meeting these requirements** passing the test applicable to the pupil's class in accordance with N.J.A.C. 6A:8-5.1(a)8, a State-endorsed diploma shall be granted by the high school of record.
3. The Commissioner of Education shall award a State-issued high school diploma in accordance with the provisions of N.J.A.C. 6A:8-5.2(c) and (d).
4. The Board of Education shall award a State-endorsed high school diploma to any currently enrolled ~~pupil~~ **student** formally requesting an early award of the diploma in accordance with the provisions of N.J.A.C. 6A:8-5.2(e) and Board Policy 5465.



POLICY GUIDE

PUPILS

5460/page 11 of 11
High School Graduation

G. Notification

Each pupil **student** who enters or transfers into the high school and the pupil's **student's** parent(s) or legal guardian(s) will be provided a copy of the school district's requirements for a State-endorsed diploma, and ~~the~~ these programs available to assist pupils **students** in attaining the State-endorsed diploma, **in accordance with N.J.S.A. 18A:7C-5.**

H. Reporting

The Superintendent, in accordance with N.J.S.A. 18A:7C-7 and 18A:7E-3, shall report annually at a ~~public meeting not later than September 30,~~ to the Board of Education and to the Commissioner of **Education** the **number of students who completed the twelfth grade course requirements and were denied a diploma and the number of students who received State endorsed diplomas.**

1. ~~The total number of pupils graduated;~~
2. ~~The number of pupils graduated under the AHSA process;~~
3. ~~The number of pupils receiving State-endorsed high school diplomas as a result of meeting any alternative requirements for graduation as specified in their IEPs;~~
4. ~~The total number of pupils denied graduation from the 12th grade class; and~~
5. ~~The total number of pupils denied graduation from the 12th grade class solely because of failure to pass the HSPA or AHSA, based on the provisions of N.J.A.C. 6A:8-5.1(a)3.~~

- I. The Superintendent shall provide to the **Executive County Superintendent** the district's graduation requirements each year they are evaluated through the Quality Single Accountability Continuum (QSAC) ~~to the Executive County Superintendent and update the this filed copy~~ each time the graduation policy and requirements are revised.

N.J.S.A. 18A:7C-1 et seq.; 18A:35-1;
18A:35-4.9; 18A:35-7; 18A:36-17

N.J.A.C. 6A:8-1 et seq.; 6A:8-5.1; 6A:8-5.2; 6A:14-4.11 et seq.

Adopted:

