MILLBURN TOWNSHIP PUBLIC SCHOOLS
434 Millburn Avenue
Millburn, New Jersey 07041

February 4, 2026

NOTICE OF REGULAR MEETING
CHANGE OF TIME

TO: MEMBERS OF THE BOARD OF EDUCATION OF THE TOWNSHIP OF MILLBURN IN THE COUNTY OF ESSEX

NOTICE IS HEREBY GIVEN that the Board of Education of the Township of Millburn in the County of Essex originally scheduled to be held at 7:00 PM on Monday, February 9, 2026, has been changed to be held **at 6:00PM on Monday, February 9, 2026 at MILLBURN SCHOOLS EDUCATION CENTER, 434 Millburn Avenue, Millburn, NJ.**

Date: Monday, February 9, 2026
Time: 6:00PM

The meeting will begin at 6:00pm and the Board will go immediately into Executive Session and will return to continue the Regular Public Meeting at approximately 7:00pm.

The Board will go directly into Executive Session for discussion of the following:

Legal Matter

Sincerely,

Peter F. Starrs
Board Secretary

cc: MILLBURN-SHORT HILLS ITEM, THE STAR-LEDGER, THE MILLBURN-SHORT HILLS INDEPENDENT PRESS AND THE TOWNSHIP CLERK.

MINUTES OF

THE REGULAR MEETING OF THE

MILLBURN BOARD OF EDUCATION

Monday, February 9, 2026

The Board of Education of the Township of Millburn in the County of Essex, New Jersey convened in regular session on Monday, February 9, 2026 at the Education Center of the School District, 434 Millburn Avenue, Millburn, NJ

A. CALL TO ORDER

Board President Abby Speltz called the meeting to order at 6:03 PM

Present:	Mr. Bigman	Mr. Cassin
	Ms. Huang	Mr. Lawrence
	Ms. Longley Richards(left 8:30pm)	Ms. Speltz
Absent:	Mr. Farashuddin	Ms. Shivani
	Mr. Finkelstein	

Also Present: Dr. Kathryn Diskin, Superintendent
Mr. John Connolly, Assistant Superintendent
Mr. Peter Starrs, Interim Business Administrator

Student Representative: Julianna DiTore

B. ANNOUNCEMENT OF MEETING NOTICE

Ms. Speltz read the following announcement:

In compliance with the Open Public Meetings Law of New Jersey, notice of this February 9, 2026 meeting of the Millburn Township Board of Education was posted electronically on the District website and provided on February 5, 2026 by sending notices to the Millburn-Short Hills Item, the Star-Ledger, the Millburn-Short Hills Independent Press and the Township Clerk along with posting at the Education Center.

C. PLEDGE OF ALLEGIANCE

Ms. Speltz led the Pledge of Allegiance

RESOLUTION TO HOLD CLOSED MEETING

At 6:03 pm Mr. Lawrence moved and Ms. Longley Richards seconded the following resolution.

WHEREAS the "Open Public Meetings Act" (Chapter 231 Laws of 1975) authorizes a public body to exclude the public from that portion of a meeting at which specified topics are to be discussed under circumstances where the public consideration of such topics will clearly endanger the public or where the personal privacy or guaranteed rights of individuals whose activities or affairs are to be discussed would clearly in danger of unwarranted invasion; be it

RESOLVED that the Millburn Board of Education now adjourns its public session to reconvene in Executive Session for the purpose of discussing the following:

Legal Matter

The Motion to enter closed session was passed by voice vote 6-0. The Board returned to a public session at 6:55pm.

E. MINUTES

Mr. Lawrence moved and Mr. Cassin seconded the approval of the following minutes:

1. Regular Public Meeting of Monday, January 29, 2026
2. Closed Session Meeting of Monday, January 29, 2026
3. Minutes of the Open Forum Meeting of February 1, 2026

The Regular minutes were approved by a roll call vote 6-0.

Yes:	Mr. Bigman	Mr. Cassin	Ms. Huang
	Mr. Lawrence	Ms. Longley Richards	Ms. Speltz

F. PRESENTATION

1. Ms. Chrystie Young and Ms. Leann Martin gave a presentation on Science/STEM Pathways & Progression of Robotics.
2. Ms. Catherine Alvarez shared an update on Millburn High School Dual Enrollment with Seton Hall University

G. BOARD PRESIDENT'S REPORT

Ms. Speltz reminded Board members to complete their financial disclosure forms. She highlighted the Lunar New Year celebrations. Ms. Speltz also spoke about the Township Library resources and the purpose of the BOE Steering Committee.

H. SUPERINTENDENT'S REPORT

1. Fire/Security Drills for January

High School	January 14/ January 15
Middle School	January 23 / January 8
Deerfield	January 8 / January 20
Glenwood	January 23 / January 8
Hartshorn	January 9 / January 13
South Mountain	January 7/ January 28
Wyoming	January 9 / January 14
Washington	January 13/ January 20

2. Dr. Diskin announced the two vice principal appointments for the Millburn High School. She discussed the Strategic Planning updates and reminded that Kindergarten Registration will open on February 16th and close on April 1st.

I. BOARD COMMITTEE REPORTS

1. Program
   Ms. Longley Richards gave the committee report from the January 30, 2026, meeting.
2. Board Staff Liaison
   Ms. Longley Richards gave the committee report from the February 5, 2026, meeting.

II. OTHER REPORTS

1. Assistant Superintendent Report (attached)
2. Student Representative Report
   Student representative Julianna DiTore discussed the recent curriculum and extra-curricular happenings at the high school.

III. PUBLIC COMMENTS

The meeting opened for public comments. A member of the public commented on the following:

- Tonight's Presentations
- Public Forum
- Turf Field Contract

IV. DISCUSSION

Mr. Bigman spoke on the turf field project resolutions as community investments.
Mr. Cassin inquired about the textbook adoption process.

M. BOARD ACTION ITEMS (Roll Call Votes)

1. Instruction Agenda Items

Mr. Cassin moved and Ms. Cynthia Longley Richards seconded the motion to approve the Instructional Agenda Items M.1.a through M.1. d.

a. Resolve to approve Professional Development Requests / Staff Conferences as per policy 6471, requiring prior approval of travel reimbursement expenses.

Name	Position/ Building	Conference Name & Location	Dates	Maximum Expenses
Cara Hantson	Librarian/ DF/GW/WY	NJLA & NJASL 2026 Conference / Atlantic City, NJ	2/18-2/19/2026	$270
Kyle Arlington	Asst. Supt HR & Gov/ Ed Ctr.	NJASPA Spring Summit 2026/ Union, NJ	3/12/2026	$105.64
Kyle Arlington	Asst. Supt HR & Gov/ Ed Ctr.	Spring 2026 Educator's Exchange / Montclair, NJ	3/26/2026	$462.45
Carla Dominguez	Data Manager/ Ed Ctr.	Classlink Training, Atlanta, Georgia	3/2/ - 3/4/2026	$1251.54 *(Amendment - previous total $1169 BOE 12/15/25)*
Patricia Policastro	Asst.Principal/ DF/WY	9th Annual Women's Leadership Conference 2026, Atlantic City, NJ	3/9/2026	$295
Jenn Baldassari	Asst.Principal/ GW/WS	9th Annual Women's Leadership Conference 2026, Atlantic City, NJ	3/9/2026	$295

Elizabeth Smart	Teacher / MHS	AP Institute Training / Virtual	3/10/2026	$175
Kierstyn Toth	Teacher/MMS	NJAHPERD Annual Convention / Princeton, NJ	2/24/2026	$410
Kristy DeTore	Teacher/MMS	NJAHPERD Annual Convention/ Princeton, NJ	2/23/2026	$410
Kathryn Diskin	Superintendent /Ed. Center	Educators Study Tour, Israel	4/26 - 5/01/2026	Funded by Jewish Federation of Greater MetroWest NJ

b. Resolve to affirm cases #301829, #30123 and #300755 from the Superintendent's recommendation of the HIB investigation(s) for the period of 12/8/25, to 1/20/26. These report summaries are outlined in the confidential reports shared with the Board of Education members and on file in the Superintendent's office.

c. Resolve to approve additional Field Trips for SY 25-26 as listed below:

School	**Participants**	**Activity**	**Location**	**Date(s)**
MHS	Grades 11, 12	US Open 2026 Robotics Tournament	Iowa West Fields House 5, Arena Way Council Bluffs Iowa, 51501	March 16-19

d. Resolve to approve the following textbook adoptions:

Title	**Course Name**	**Grades**	**Author**	**Publisher**	**Year**
They Say, I Say	AP Seminar	10	Gerald Graff and Cathy Birkenstein	Norton	2024
Middle Grades World History 2019 Survey	Grade 7 Social Studies	7	Savvas	Savvas	2019

Title	Course Name	Grades	Author	Publisher	Year
They Say, I Say	AP Seminar	10	Gerald Graff and Cathy Birkenstein	Norton	2024
Student Edition					

The Board approved the Instructional Agenda Items M.1.a through M.1.d by a roll call vote 6-0.

Yes:	Mr. Bigman	Mr. Cassin	Ms. Huang
	Mr. Lawrence	Ms. Longley Richards	Ms. Speltz

2. Personnel Agenda Items

Mr. Bigman moved and Ms. Longley Richards seconded the motion to approve the Personnel Item M.2.a.

a. Resolve to approve Personnel Report dated February 9, 2026 (Attachment 2a)

The Board approved the Personal Agenda Item M.2.a by a roll call vote 6-0.

Yes:	Mr. Bigman	Mr. Cassin	Ms. Huang
	Mr. Lawrence	Ms. Longley Richards	Ms. Speltz

3. Business Agenda Items

Mr. Lawrence moved and Mr. Bigman seconded the motion to approve the Business Agenda Items M.3.a through M.3.d.

a. Resolve to approve a shared services agreement with the Township of Millburn for the Construction, Maintenance, and Use of Turf Fields at Millburn High School. (Attachment 3a).

b. Whereas, the Local Public Contract Law (N.J.S.A. 18A-18A-1 et seq) permits award of contracts for "Professional Services" without competitive bids,

Whereas, the Board is in need of Architectural and Engineering Services as it pertains to turf field construction projects

Be it Resolved that the Board President and/or Board Secretary are hereby authorized to execute an agreement between EI Associates, 8 Ridgedale Avenue, Cedar Knolls, NJ 07927 and the Millburn Township Board of Education for such services in the amount of $192,500.00 (excluding reimbursables) (Attachment 3b)

Be it Further Resolved, that the Millburn Township Board of Education authorize and approve the Interim Business Administrator to submit all necessary plans and paperwork for this project, should it be required, as "School Facilities Project" to the Department of Education for approval, and

Be It Further Resolved, this project may be an amendment to the Long Range Facilities Plan, and the project is being funded through the capital reserve account.

A copy of the resolution will be provided to the official newspaper pursuant to N.J.S.A. 18A:18A-5. The contract/proposal is available for public inspection in the office of the Board of Education.

c. Resolved, that the Board of Education, upon recommendation of the Superintendent, approves the following purchases:

Vendor	Purchase	Contract Information (if applicable)	Purchase Price
Savvas Learning Company	Middle Grades World History 2019 Survey Student Edition + 3-year digital	NJSA 18A:18A-5	$37,000
HMH Education	Math in Focus - Print & Digital 1 Year Renewal, Grades K-5	NJSA 18A:18A-5	$115,000
HMH Education	Math in Focus - Print & Digital 3 Year Renewal, Grades 6-8	NJSA 18A:18A-5	$63,000
Elevator Maintenance Corp.	Monthly - PM contract and repairs	EDS Contract #13246	Esr. $25,000

d. Resolve to approve and accept the following donations:

Gift	To	Funded By	Value
Learning Ally Audiobook Solution Licenses	Millburn Township Public Schools	Learning Ally/ NJDOE	$18,000

The Board approved the Business Agenda Items M.3.a through M.3.d.by a roll call vote 6-0.

Yes:	Mr. Bigman	Mr. Cassin	Ms. Huang
	Mr. Lawrence	Ms. Longley Richards	Ms. Speltz

4. Special Services Agenda items

Mr. Cassin moved and Ms. Longley Richards seconded the motion to approve the Special Services Agenda Item M.4.a.

a. Resolve to approve the following professional services providers:

Vendor Name	Address	Category	Rate
Graham Behavior Services	60 NJ 36 West Long Branch, NJ 07764	Virtual PD Workshop on 3/11/26	$600 Funded by IDEA

The Board approved the Special Services Agenda Item M.4.a by a roll call vote 6-0.

Yes:	Mr. Bigman	Mr. Cassin	Ms. Huang
	Mr. Lawrence	Ms. Longley Richards	Ms. Speltz

5. Policy Agenda Items

Mr. Cassin moved and Mr. Bigman seconded the motion to approve the Policy Agenda Item M.5.a.

a. Second Reading Approval of Policies-Regulations

1. Policy 1552 - Sexual Harassment (New)
2. Regulation 1552 - Sexual Harassment (New)
3. Policy 5330.04 - Administering an Opioid Antidote (Revised)
4. Regulation 5330.04 - Administering an Opioid Antidote (Revised)
5. Policy 0142.1 - Nepotism (Revised)
6. Policy 0169.02 - Board Member Use of Social Networks (New)
7. Policy 1220 - Employment of Chief School Administrator (Revised)
8. Policy 2442 - Statutory Curricular Requirements (Revised)
9. Policy 4219 - Commercial Driver's License Controlled Substance and Alcohol Use Testing (Revised)

10. Policy 9130 - Public Complaints (Revised)

The Board approved the Policy Agenda Item M.5.a by a roll call vote 6-0.

Yes:	Mr. Bigman	Mr. Cassin	Ms. Huang
	Mr. Lawrence	Ms. Longley Richards	Ms. Speltz

N. OLD BUSINESS
None.

O. NEW BUSINESS
None.

P. PUBLIC COMMENTS
A member of the public encouraged people to see the movie "Roman Holiday" at the Township Library on February 14, 2026.

Q. BOARD MEMBER COMMENTS

Ms. Huang spoke of the importance of academic integrity.

R. EXECUTIVE SESSION

RESOLUTION TO HOLD CLOSED MEETING

At 8:29 pm Mr. Lawrence moved and Mr. Bigman seconded the following resolution.

WHEREAS the "Open Public Meetings Act" (Chapter 231 Laws of 1975) authorizes a public body to exclude the public from that portion of a meeting at which specified topics are to be discussed under circumstances where the public consideration of such topics will clearly endanger the public or where the personal privacy or guaranteed rights of individuals whose activities or affairs are to be discussed would clearly in danger of unwarranted invasion; be it

RESOLVED that the Millburn Board of Education now adjourns its public session to reconvene in Executive Session for the purpose of discussing the following:

MEA grievance hearing

The discussion on this topic will be disclosed to the public at the next public meeting of the Board or as soon thereafter as the circumstances and nature of the subject permits.

The Motion to enter closed session was passed by voice vote 6-0.

The Board returned to a public session at 8:53pm.

S. ADJOURNMENT

At 8:53pm Mr. Bigman moved and Mr. Lawrence seconded the motion to adjourn the meeting. The motion passed by unanimous vote, 5-0.

Peter F. Starrs
Interim Business Administrator/ Board Secretary

MILLBURN TOWNSHIP PUBLIC SCHOOLS

Superintendent Report
Dr. Kathryn Diskin
Board of Education Meeting
February 9, 2026

Tonight, I'm pleased to provide some context for two vice principal appointments recommended by Principal Nixon for Millburn High School.

These recommendations follow a comprehensive and collaborative hiring process. Mr. Nixon personally paper-screened 142 applicants. From there, 22 candidates participated in introductory online interviews, followed by two rounds of committee interviews that included teachers, supervisors, and district leaders. Candidates were evaluated using structured rubrics to balance qualitative feedback with quantitative scoring, and finalists completed a performance task. While the principal makes the final recommendation in consultation with senior administration, there was strong stakeholder consensus to bring forward the two candidates this evening.

The first recommended candidate is Christopher Drechsel, currently our Director of Athletics and a former Millburn math teacher. He brings a strong instructional and analytical background. He began his tenure here at Millburn High School as a highly effective math teacher. He is widely regarded as a thoughtful leader who has built positive relationships with students and staff and who leads with a growth-oriented mindset.

The second recommended candidate is Jacqueline Bartlett, currently an Assistant Principal in Berkeley Heights, where she has also served as Acting Principal. She brings deep experience in high school operations, student services, scheduling, assessment coordination, and school improvement work, along with a strong track record of instructional leadership and organizational effectiveness.

Together, these two leaders bring complementary strengths in instruction, operations, student support, and data-informed decision-making. We are confident they will be strong additions to the Millburn High School leadership team.

Strategic Planning update

- The second Core Planning Team meeting was held on Monday, 2/2/2026
    - Parents, district staff, teachers, administrators, community members, Millburn High School students, and Board of Education members participated in focused, collaborative work during the Core Planning Team session. To support deeper discussion, teams were divided into smaller working groups, allowing for more meaningful dialogue and

engagement. Together, participants worked to shape a shared vision for the district and began identifying clear, concrete indicators of success to guide future planning.
    - The district extends its thanks to Pomptonian for providing refreshments, which helped sustain the energy and focus of the evening's work.
- Keep up to date with the Strategic Planning website. And if you have any questions at any point in the process, please contact strategicplanning@millburn.org.

Kindergarten Registration

- Will open on February 16th and close on April 1st
- This will give us an early read on how many sections we will need for kindergarten in the fall.
- Please spread the word to your friends and neighbors who may be first-time Millburn school parents
- We are also wrapping up our Pre-K registration before holding the lottery on February 11th for our 3-year program and establishing the waitlist for the 4-year program.

Upcoming Community Engagement Opportunities

- **Communications Survey** – A districtwide communications survey is now open to parents, staff, students, and community members to gather feedback on clarity, accessibility, trust, and communication preferences, and to measure progress since the 2022 audit. The survey closes Friday, February 13, 2026.

Flyers with QR codes for all three opportunities are included with tonight's handouts.

QR CODE LINKS: COMMUNICATIONS SURVEY: Parents/Community Teachers Students
FORUM: Topic Submission
FIRESIDE: RSVP/Topic Submission

MILLBURN TOWNSHIP PUBLIC SCHOOLS

Assistant Superintendent Report
Mr. John Connolly
Board of Education Meeting
February 9, 2026

Professional Development - February 2nd
Elementary educators focused on districtwide implementation of the WIN (What I Need) period through differentiated instruction, facilitated by ESL teachers, Instructional Technology Facilitators, and C&I administrators. At Washington School, ESL specialists turned-key Multi-Language (ML) professional learning for Grade 5 teachers.

At Millburn High School, World Language teachers engaged in vertical articulation, performance-based assessments, differentiation, and the AI Framework. Secondary educators emphasized vertical and horizontal articulation to ensure consistency in expectations, grading, instructional pathways, and best practices.

Music teachers focused on Choral Festival planning, while Art teachers addressed budget review and ordering. Counselors analyzed data to address opportunity gaps, and nurses focused on wellness and technology.

Special Services staff participated in differentiated professional learning, including inclusive practices, behavior supports, and PLAAFP writing. Paraprofessionals were trained to support students with challenging behaviors, and a committee of Special Education teachers developed and shared a Goals and Objectives user guide.

Grading & Assessment Update and MHS Quarter & Midterm Grades
The Curriculum and Instruction Team will prepare a comprehensive update on our progress with the Grading and Assessment initiative and on MHS's performance through Semester 1 and Midterms. This presentation is anticipated to be delivered at an upcoming Board of Education meeting.

Additionally, Quarter 2 grades are scheduled to be released tomorrow via the parent portal. The High School is committed to meeting this timeline and recognizes the importance of timely grade release for transcript purposes. Should any change to the Quarter 2 grade release schedule occur, Mr. Nixon will communicate directly with the MHS school community.

Scholastic Art Regional Awards
MHS students earned 150 medals at this year's Scholastic Art Regional Awards, competing against 80,000 entries from across the eastern US, including NH, PA, NY, MD, and the Carolinas.

As the nation's largest and most prestigious art competition, the Scholastic Art Awards represents a significant achievement for our students. MHS led all area schools, with 47 students earning 150 medals—far surpassing neighboring schools such as Livingston, Chatham, Newark Academy, and Summit. The MHS Art Department remains a leader in the Arts and proudly upholds its tradition of excellence in visual arts.

Please flip through this Scholastic Regional Awards Slideshow of MHS-made work, note their names on this list of Winners, and see a different side of MHS students and what can be accomplished when disciplined practice meets creativity in the arts.

We look forward to celebrating these accomplishments at a future Board of Education Meeting. Congratulations to our outstanding student artists on this remarkable achievement.

LinkIt Parent Portal Update
We have received several inquiries about LinkIt! Parent Portal. We have encountered challenges with PowerSchool and LinkIt! communicate and format data. The rollout does not mirror the pilot and thus still requires some work. In the meantime, should you wish to see your child(ren)'s Benchmark Assessment scores,,please contact Mrs. Oona Abrams or Ms. Leann Martin. Additional information will be forthcoming from the Office of Curriculum and Instruction in the coming days. Thank you for your patience as we work through some of these implementation challenges.

World Read Aloud Day
Washington School celebrated World Read Aloud Day on February 4 with 30-minute virtual visits from children's authors, who shared their stories and insights into the writing process. It was an engaging and memorable experience for fifth-grade students.

Youth Art Month
Please save the date for the 2026 Youth Art Celebration on February 26, 2026, at Millburn High School. Student artwork from across the district will be on display beginning at 3:00 PM, followed by performances by the Music and Dance Departments from 6:00–8:00 PM. This event celebrates Youth Art Month and showcases the creativity and talent of Millburn students.

Black History Month
Across the district, teachers and club advisors are engaging students in activities celebrating key figures and events throughout February. Millburn Township Public School continues to build on its commitment to supporting the diverse backgrounds that make up our school community.

Lunar New Year
Wishing all those celebrating next week a very Happy Lunar New Year.

Respectfully submitted,
John Connolly

Millburn Township Public School

John Connolly, Assistant Superintendent Curriculum and Instruction

Program Committee Minutes

Meeting Date: January 30, 2026 @ 2:00 PM

BOE Attendees:

Andrew Finkelstein (Chairperson)
Abigail Speltz (Substitute Committee Member)
Mr. Noel Bigman (Committee Member)
Mrs. Cynthia Longely-Richards (Committee Member)

Admin:

Dr. Diskin, Superintendent
Mr. Connolly, Assistant Superintendent
Nr. Nixon, Principal MHS

Staff:

Mrs. Oona Marie Abrams, Director of ELA
Ms. Catherine Alvarez, Director of Guidance

AGENDA

The Program Committee recommends Board of Education approval of the following:

- AP Seminar Textbook Adoption
    - Approval of the textbook and resource They Say / I Say for the new AP Seminar / AP ELA elective at Millburn High School, effective for the 2026–27 school year.

The Progam Committee discussed the following:

- Dual Enrollment Program Overview
    - Receipt and review of a presentation on the Dual Enrollment program provided by Ms. Alvarez, Director of Guidance, including an update on college outreach efforts and planned on-site college and university visits.
- High School Course Naming Conventions
    - Ongoing review of high school course naming conventions, specifically the use of the terms "Accelerated" and "Honors."
- High School Drop/Add Procedures
    - Receipt and review of proposed recommendations regarding high school drop/add procedures presented by Mr. Nixon, High School Principal, with further discussion to occur at a future meeting.

MILLBURN TOWNSHIP PUBLIC SCHOOLS

Board Staff Liaison MINUTES
Meeting Date: February 5, 2026 @ 3:30 PM

BOE Attendees: Cynthia Longley Richards (Chairperson)
Noel Bigman (Committee Member)
Weiwei Huang (Committee Member)
Abby Speltz (Substitute for Asaf Farashudin / Board President)

Admin: Dr. Diskin, Superintendent
Mr. Connolly, Assistant Superintendent/C&I and Operations
Mr. Arlington, Assistant Superintendent/HR and Governance
Ms. Sowa, Assistant Superintendent/Student Support and Guidance

Staff: Ms. Danielle Green (MEA President)
Ms. Lea Monaco (MEA Vice-President)
Ms. Kristim Mueller (MAA President)

Agenda

This was the Board–Staff Liaison Committee's second meeting of the year, held at 3:30 p.m. on Thursday, February 5th. The meeting opened with introductions and a review of established communication protocols, which move from the Faculty Leadership Council at the building level to the District Leadership Council at the district level. The committee provides a structured forum for two-way communication between the Board of Education and district staff on issues requiring Board involvement. The agenda focused on calendar development for the 2027–28, 2028–29, and 2029–30 school years, with discussion centered on the development process and staff input.

The committee adjourned at 4:30 pm.

Respectfully submitted,
Cynthia Longley Richards, Committee Chairperson

Millburn Township Public Schools
Millburn, New Jersey

PERSONNEL REPORT
Public Meeting of Monday, February 9, 2026

"The Superintendent recommends the Board of Education approve the following Personnel items including the emergent employment of the following employees (indicated by*) conditional upon the final approval by the New Jersey Department of Education, and the Board further authorizes the submission of an application for emergency hiring pursuant to NJSA 18A:6-71, et. Seq., NJSA 18A:6.4.13, et. Seq."

	NAME	ASSIGNMENT	EFFECTIVE	DETAIL
1.	**Approval to Hire New Certified Staff Members:**			
	Bartlett, Jacqueline	Vice-Principal (MHS)	TBC	$142,745. /yr. VP/Director; Step 10 (to be pro-rated)
2.	**Approval for Change of Positions:**			
	Drechsel, Christopher	**From:** Athletic Director **To:** Vice-Principal (MHS)	TBC	**From:** $137, 918. /yr. **To:** $142,745. /yr. VP/Director; Step 10 (to be pro-rated)
3.	**Approval of New Custodial Staff Members:**			
	Cummings, Margie	Head Custodian (MS)	3/9/26	$59,900. /yr. Step 8; CWA (to be pro-rated)
	Dunlap, Ali	Custodian (DF)	3/1/26	$52,000. /yr. Step 6; CWA (+) $950 night differential (to be pro-rated)
4.	**Approval of Confirmed Start Date for New Employee:**			
	Azarow, Jaclyn	Elementary Teacher Long Term Substitute (Kindergarten – SM)	1/27 – 6/18/2026	$60,906. /yr. (to be pro-rated)
	Cherichello, Francis, J. (Frank)	Guidance Counselor Interim Leave Replacement (HS)	1/28 – 6/18/2026	$60,906. /yr. (to be pro-rated)
5.	**Approval for Leave of Absence:**			
	Sibaja, Emily	Elementary Teacher (Gr. 5) (WA)	25/26 SY	**Sick Utilization:** 5/26 – 6/8/2026

Millburn Township Public Schools
Millburn, New Jersey

PERSONNEL REPORT
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NAME	ASSIGNMENT	EFFECTIVE	DETAIL
			FMLA: w/o pay; w/benefits 6/9 – 6/18/2026 **NJFL:** w/o pay; w/benefits 8/31 – 12/1/2026 **CRLOA:** w/o pay 12/2 – 12/23/2026 **RTW:** 1/4/2027

6. Approval for Column Change:

Cawley, Kathleen	Math Teacher (MS)	2/1/2026	**From:** $111,718. /yr. MA/MS; Step A **To:** $ 121,760. /yr. MA+30; Step A (to be pro-rated)

7. Approval for Internal Transfer:

Petritsch, Anna	Paraprofessional (ABA) **From:** WY **To:** SM	3/17/2026	no salary action

8. Approval of Additional Hours for Student Support for Extra Curricular Activities previously approved 1/29/2026 (Timesheets Required):

Mar, Emni	Paraprofessional (MMS Orchestra Concert)	1/22/2026	$37.15. /hr. (Student # 22176 - Add'l .50 /hrs.)

9. Approval of Professional Development Prep Time for Teaching Staff (Timesheets Required):

Stracquadanio, Jennifer	PD for ABA Paras	3/11/2026	$68. /hr. (up to 2 hrs. /session)
Stenziano, Meghan	PD for ABA Paras	3/11/2026	$68. /hr. (up to 2 hrs. /session)

Millburn Township Public Schools
Millburn, New Jersey

PERSONNEL REPORT

Public Meeting of Monday, February 9, 2026

"The Superintendent recommends the Board of Education approve the following Personnel items including the emergent employment of the following employees (indicated by*) conditional upon the final approval by the New Jersey Department of Education, and the Board further authorizes the submission of an application for emergency hiring pursuant to NJSA 18A:6-71, et. Seq., NJSA 18A:6.4.13, et. Seq."

NAME	ASSIGNMENT	EFFECTIVE	DETAIL

10. **Approval of High School's Dept. of Athletics Volunteer Coaches for the Spring Season (25-26 SY):**
See Attachment # 1

11. **Approval of High Schools' Dept. of Athletics Assistant Coaches for Spring season (25-26 SY):**
Attachment # 2

12. **Separation:**

Employee ID # 4312	Custodian (DF)	1/26/2026	Termination

ATTACHMENT # 1

MILLBURN HIGH SCHOOL
DEPARTMENT OF ATHLETICS

Volunteer Coaches – Spring season (2025-2026 SY)

Baseball
Sam Finkelstein
Pete Bregartner
Michael Pollak
Matthew Chapman
Kurt Petschow

Girls Golf
Michael Wofsy

Boys Golf
Kian Barry
Ryan Flatley
Manuel Hernandez

Girls Lacrosse
Olivia Dally
Jennifer Benisch

Softball
James Sickinger
Mia Carty
Irene Margiotta

Boys & Girls Spring Track
Michael Feldman
David Scheck
Bryanna Grant

Boys Tennis
Lee Robinson

LAST NAME	FIRST NAME	COACHING TITLE	EXP.	CATEGORY	STEP	STIPEND	LONGEVITY	TOTAL
Cantagallo	Eric	Baseball Boys Asst.	15	B	5	8,104	425	8,529
Dinner	Stacy	Softball Girls Asst.	11	B	5	4,052	425	4,477
Feeley	Christopher	Spr Track Boys Asst.	21	B	5	8,104	425	8,529
Fiorilli	Salvatore	Spr Track Boys Asst.	24	B	5	8,104	425	8,529
Gartenberg	Alexandra	Lacrosse Girls Asst.	7	B	5	8,104	175	8,104
Guyton *	Daniel	Spr Track Girls Asst.	4	B	5	8,104	0	8,104
Hernandez	Manuel	Flag Football Girls Asst.	1	C	3	2,881	0	2,881
Maclean	Lily	Lacrosse Girls Asst.	1	B	1	4,862	0	4,862
Martin *	Eric	Baseball Boys Asst.	1	B	5	8,104	0	8,104
Melvin	David	Softball Girls Asst.	20	B	5	4,052	425	4,477
Robinson	Jason	Volleyball Boys Asst.	9	B	5	8,104	300	8,404
Roth *	Brian	Lacrosse Boys Asst.	5	B	5	8,104	0	8,104
Travers	Kristen	Spr Track Girls Asst.	2	B	2	5,672	0	5,672
Van Brunt	Brian	Flag Football Girls Asst.	3	C	3	2,882	0	2,882
Wasserman *	Gary	Tennis Boys Asst.	8	B	5	8,104	300	8,404
Wong *	Michael	Volleyball Boys Asst.	3	B	3	6,483	0	6,483

SHARED SERVICES AGREEMENT
BETWEEN
MILLBURN TOWNSHIP BOARD OF EDUCATION
AND
TOWNSHIP OF MILLBURN
FOR CONSTRUCTION, MAINTENANCE, AND USE OF TURF FIELDS AT MILLBURN HIGH SCHOOL

THIS SHARED SERVICES AGREEMENT ("Agreement") is made on this 3rd day of February, 2026, by and between the Township of Millburn, with offices at 375 Millburn Avenue, Millburn, New Jersey 07041 ("the Township") (*with temporary offices at 22 East Willow Street, Millburn, New Jersey 07041*) and the Millburn Township Board of Education, with offices at 434 Millburn Avenue, Millburn, New Jersey 07041 ("the Board" or "the School District") (each a "Party" and collectively, "the Parties"):

WHEREAS, the Board is the owner of property known on the Tax Map of the Township of Millburn known as Block 1101, Lot 41 ("the Fields" or "the Property"); and

WHEREAS, the Fields are currently used for athletic and other purposes and are the subject of this Shared Services Agreement; and

WHEREAS, the Parties have determined that it is the mutual best interests of the Township, the School District, and the residents of the Township of Millburn for the Township and the Board to provide jointly for the improvement, design and construction of athletic fields on property now used for athletic and other purposes; and

WHEREAS, in addition to the School District using the Fields, the parties acknowledge that the Township's recreation programs use the Fields for soccer, lacrosse, and other athletic activities and sporting events; and

WHEREAS, municipalities and school districts are expressly authorized by the Legislature to work together for the provision of recreational improvements pursuant to N.J.S.A 40:48-2, N.J.S.A. 40:61-1, N.J.S.A 40:61-5, and N.J.S.A 18A:20-22; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes public entities to enter into contracts with each other to procure any service which one of the parties to the agreement is empowered to render within its own jurisdiction, including services incidental to the primary purposes of any of the participating entities; and

WHEREAS, the Parties have identified a need for the upgrading of the existing Fields by constructing approximately 189,000 square feet of synthetic turf in the area of the varsity baseball field and beyond the outfield fence line, so as to permit the installation of two (2) multi-purpose fields ("the Project"); and

WHEREAS, in recognition of the mutual benefit provided to the residents of the Township, including the students of the Board of Education, the Board and the Township agree to enter into this Shared Services Agreement for the use and maintenance of the Fields in accordance with the terms of this Agreement; and

NOW THEREFORE, it is hereby agreed by and between the parties as follows:

I. RECITALS:

The recitals set forth above are incorporated by reference as if fully set forth herein.

II. TERM OF THE SHARED SERVICES AGREEMENT:

A. The term of this Agreement shall commence on the date upon which both Parties have executed the Agreement, after adoption of the appropriate resolutions by each Party, as set forth below, and shall continue for an initial

period of ten (10) years from the date thereof, subject to renewal upon the mutual assent of the parties.

III. PROCUREMENT:

A. The Board shall have the responsibility to procure the Project (materials and installation). The Project shall be procured through applicable public contract laws.

B. The Board shall be responsible to procure and provide all professional service providers (such as, but not limited to the architect/engineering services) necessary for the Project, including but not limited to design, bid, and construction phase services with the assistance of an engineering firm of its choice. The Board has obtained a proposal from EI Associates, a copy of which is annexed as Exhibit A to this Agreement, and intends to engage EI for this purpose.

C. The Board shall be responsible for all contractor payroll certifications and document submissions required by the Department of Labor and Workforce and other State agencies.

D. The Board and the Township shall each monitor the construction and progress of the Project. Each Party agrees to promptly notify the other Party of any construction-related issues concerning the Project, including and without limitation, any issues involving any vendors or contractors retained to perform work or provide materials on the Project. The estimated completion date for the Project will be the summer of 2027.

IV. COSTS AND PAYMENT:

A. The Board shall be responsible for 50% of all Project costs, including but not limited to Architect and Engineering fees, testing fees and costs, and all other professional services. The Board will use capital reserves to fund its portion of the Project, to a maximum expenditure of $3,500,000, subject to the provisions of Paragraph D.

B. The Township shall be responsible for 50% of all Project costs.

C. The Board and the Township shall share equally the cost of the purchase and installation of field lights.

D. Except as expressly set forth elsewhere in this Agreement, the Township and Board shall be equally responsible for the costs associated with the maintenance and repairs of the Fields and with any improvements done to same. In the event that improvements (beyond the original scope of the Project as set forth in Exhibit A) are suggested, each Party must approve the scope and cost of such additional improvements in advance and in writing (so as to confirm funding availability). In the event that the original scope of the Project is expanded beyond what is otherwise set forth in Exhibit A (which is incorporated by reference herein), each Party's appropriation will be subject to change. In the event that the original scope is expanded, or the parties agree to make additional improvements not included in the Project (per Exhibit A), all such costs shall be divided equally between the Parties, with each Party bearing fifty percent (50%) of all approved costs. The Parties agree that any major turf replacement, resurfacing, or end-of-life capital expenditure relating to the turf system (as

distinguished from routine maintenance and repairs) shall be jointly funded by the Parties on an equal basis, with each Party bearing fifty percent (50%) of all approved costs.

E. The Township and the Board shall install electrical service with regard to the Fields and field lights, and each Party shall be responsible for their own electrical use at the Fields.

F. In the event that legal action is required in connection with the Project on behalf of either Party, the Parties agree that such action shall be commenced only upon the prior written consent of both Parties. All costs and expenses associated therewith shall be shared equally by the Parties (50%/50%).

V. USE OF FIELD AND RELATED IMPROVEMENTS:

A. On weekdays, during the regular school year, the School District shall have the exclusive use of the Fields from 8:00 a.m. to 6:00 p.m.

B. The Recreation Department must be notified by the Board of any regularly scheduled games at least thirty (30) days in advance in order that the Recreation Department may schedule around this use.

C. On Saturdays, during the NJSIAA sport seasons, the Fields may be used by the School District until 2 pm.

D. The Recreation Department will schedule the use of the Fields for the balance of the time available (both for Recreation Department programs and for community programs).

E. In any other circumstance, the Board grants the Township the use of the Fields and related improvements in accordance with existing Board Polices and

regulations, applicable safety standards, and reasonable scheduling coordination, from Monday to Sunday, 6:00 pm to 10:00 pm.

F. In the event of any scheduling conflicts, the Parties agree to work cooperatively to accommodate each Party's special events that require use of the Fields. The Board's Athletic Director shall be the Board's representative for purposes of coordinating the use of the Fields. The Township's Recreation Director (or designee) shall be the Township's representative for purposes of coordinating the use of the Fields.

VI. MAINTENANCE OF FACILITIES:

A. The Parties will equally divide the cost of maintaining the Fields and Project improvements, and ancillary facilities

B. In consideration for its use of the Fields during times when school is not in session, the Township will maintain the Fields in a manner that enhances the Township's recreation programs which are is of benefit to all the residents of the Township.

C. The turf installed as part of the Project will require G-MAX testing every year. The Township agrees to conduct G-MAX testing at its sole cost.

D. The turf installed as part of the Project will require a regular process of fluffing the infill materials. The Township agrees to regularly perform the fluffing of the infill materials based on accepted industry standards at its sole cost. The Township is responsible for any additional costs resulting from inadequate or missed maintenance.

E. The Township agrees to continue coordinating and conducting routine garbage pick-up at the Fields at its sole cost. In the event that there are special events, the Parties shall coordinate the cost sharing of the additional cleaning required.

VII. INDEMNIFICATION:

A. The Township assumes all liability for, and agrees to indemnify and hold the Board and its agents, servants, employees, students, guests, licensees and invitees harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with, any acts or omissions by the Township, its agents, servants or employees related to the performance of the Township's obligations under the terms of this Agreement and its use of the Fields.

B. The Board assumes all liability for, and agrees to indemnify and hold the Township and its agents, servants, employees, students, guests, licensees and invitees harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with, any acts or omissions by the Board, its agents, servants or employees related to the performance of the Board's obligations under the terms of this Agreement or its use of the Fields.

VIII. INSURANCE:

A. Each of the Parties to this Agreement shall, at its own cost, maintain general liability and property insurance with respect to the Property in the amount of $3,000,000 per occurrence and $5,000,000 aggregate, and each shall name the other as an additional insured.

B. All required insurance shall be obtained from reputable insurance providers that are authorized to do business in the State of New Jersey, and each Party shall provide the other with copies of Certificates of Insurance conforming to the requirements of this Agreement.

C. All policies of insurance shall contain a provision whereby the insurer agrees to provide at least thirty (30) days' notice of cancellation.

D. During the term of this Agreement, each Party shall notify each other of actual or potential claims relating to or arising out of its use of the Property, and each shall provide the other with written reports of any accidents, claims and potential claims. During the term of this Agreement, the Board and the Township shall notify each other of actual or potential claims relating to or arising out of the design, construction, operation, or maintenance of the Fields. During the term of this Agreement, the Board shall investigate and furnish the Township with written reports of any accidents, claims and potential claims and the Township shall cooperate with the Board and its insurers in connection therewith.

E. Each Party shall cooperate with the named insurers in connection with any claim or potential claim. arising out of the design, construction, operation, or maintenance of the Fields.

IX. MISCELLANEOUS PROVISIONS:

A. Merger: This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the Parties relating to the subject matter of this Agreement and constitutes the entire contract between the Parties.

B. Modification: This Agreement may only be modified by an instrument in writing signed by both Parties to the Agreement.

C. Waiver: No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision of this Agreement. Neither Party may waive any of its rights or any obligations of the other party or any provision of this Agreement except by an instrument in writing signed by that Party.

D. Severability: If any provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

E. Notice: All notices pertaining to this Agreement shall be in writing, and delivered in person or sent by certified mail to the parties at the following address:

For the Board:
Attn: Interim School Business Administrator/Board Secretary
Millburn Township Board of Education
434 Millburn Avenue
Millburn, New Jersey 07041

For the Township:
Attn: Township Clerk
Township of Millburn
375 Millburn Avenue
Millburn, New Jersey 07041

F. Governing Law: This Agreement shall be governed, construed and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New

Jersey, in venue of the County of Essex, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to the Agreement or to any matter arising therefrom. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

G. Section Headings: Section Headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.

H. Counterparts: This Agreement may be executed in any counterparts, which, taken together, shall constitute one instrument.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed by their proper corporate officers and caused their proper seals to be hereunto affixed, the day and year first written above.

WITNESS:

By:_____
Peter Starrs
Interim Business Administrator/
Board Secretary

Dated: 2/9/26

MILLBURN TOWNSHIP BOARD OF EDUCATION

By:_____
Board President

Dated: 2/9/26

WITNESS:

By:_____
Christine Gatti, RMC
Township Clerk

Dated: 2/3/2026

TOWNSHIP OF MILLBURN

By:_____
Frank Saccomandi, Mayor

Dated: 2/3/2026

TOWNSHIP OF MILLBURN
RESOLUTION 26-056
A RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE MILLBURN TOWNSHIP BOARD OF EDUCATION AND THE TOWNSHIP OF MILLBURN FOR THE CONSTRUCTION, MAINTENANCE, AND USE OF TURF FIELDS AT MILLBURN HIGH SCHOOL

WHEREAS, the Millburn Township Board of Education (the "Board") is the owner of property known on the Tax Map of the Township of Millburn known as Block 1101, Lot 41 (""the Fields" or "the Property"); and

WHEREAS, the Fields are currently used for athletic and other purposes; and

WHEREAS, the Township of Millburn (the "Township") and the Board have determined that it is their mutual best interests, and the residents of the Township for the Township and the Board to provide jointly for the improvement, design and construction of athletic fields on property now used for athletic and other purposes; and

WHEREAS, in addition to the School District using the Fields, the Township's recreation programs use the Fields for soccer, lacrosse, and other athletic activities and sporting events; and

WHEREAS, municipalities and school districts are expressly authorized by the Legislature to work together for the provision of recreational improvements pursuant to N.J.S.A 40:48-2, N.J.S.A. 40:61-1, N.J.S.A 40:61-5, and N.J.S.A 18A:20-22; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes public entities to enter into contracts with each other to procure any service which one of the parties to the agreement is empowered to render within its own jurisdiction, including services incidental to the primary purposes of any of the participating entities; and

WHEREAS, the Township and the Board have identified a need for the upgrading of the existing Fields by constructing approximately 189,000 square feet of synthetic turf in the area of the varsity baseball field and beyond the outfield fence line, so as to permit the installation of two (2) multi-purpose fields ("the Project"); and

WHEREAS, in recognition of the mutual benefit provided to the residents of the Township, including the students of the Board of Education, the Board and the Township desire to enter into a Shared Services Agreement for the use and maintenance of the Fields (the "Agreement") in a form subject to the approval of the Township Attorney; and

WHEREAS, the Township Committee would like to authorize the Mayor to execute the Agreement; and

NOW, THEREFORE, BE IT RESOLVED on this 3rd day of February, 2026 by the Mayor and the Township Committee of the Township of Millburn, County of Essex, State of New Jersey as follows:

1. The Township Committee hereby authorizes the Mayor to execute the Shared Services Agreement with the Millburn Township Board of Education, for the construction, maintenance and use of Turf Fields at Millburn High School, in a form subject to the approval of the Township Attorney.

2. This resolution shall take effect immediately, according to law.

Adopted by Township Committee on February 3, 2026

I, Christine A. Gatti, Municipal Clerk of the Township of Millburn, do hereby certify this document to be a true copy of the original which is on file in my office.

Date: 2/5/2026

Christine A. Gatti, Municipal Clerk
Township of Millburn

EI ASSOCIATES
ARCHITECTURE
ENGINEERING
CONSTRUCTION

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CEDAR KNOLLS, NJ 07927
www.eiassociates.com
TELEPHONE (973) 775-7777
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E-MAIL: info@eiassociates.com

26 September 2025 **(Revised 15 December 2025)**
7046-13242

Via Email (peter.starrs@millburn.org)

Peter F. Starrs
Interim School Business Administrator/Board Secretary
Millburn Township Board of Education
434 Millburn Avenue
Millburn, NJ 07041

Subject: **Proposal for Professional Engineering Services**
High School Athletic Field Design
Option B

Dear Mr. Starrs,

Thank you for the courtesies extended by the Millburn Township School District (District) during our preparation of the High School Athletic Field Feasibility Report, dated July 15, 2024. This report identified two conceptual field improvement options, Concept Option A and Concept Option B. The District intends to advance the design of Concept Option B involving the construction of approximately 189,000 square feet of synthetic turf in the area of the varsity baseball field and beyond the outfield fence line to permit the installation of two (2) multipurpose fields. Pursuant to your request, we are pleased to present this proposal covering professional engineering services to implement Concept Option B. We fully understand the project requirements and our firm has designed numerous athletic field projects for public school districts including Summit, Metuchen, Madison, Newton, Harrison, Newark, Hasbrouck Heights and Pearl River as well as the Borough of Lincoln Park and Michie Stadium at the US Military Academy. Our firm is exceptionally well qualified and we look forward to assisting you with the next phase of this assignment.

EI Associates has been providing professional design services to the NJ K-12 educational community for 81 years. We have a highly experienced and professional in-house staff of educational planners, architects, engineers of all disciplines and construction cost estimators to support all of your facility and program needs. We have a thorough understanding of the services required for this project including obtaining NJDOE approval, providing the design and engineering of the field improvements covering new turf systems, subgrade preparation. subsurface drainage and field lighting systems, preparing cost estimates and bid specifications and overseeing construction of the work. Thank you for this opportunity to continue to serve the Millburn Township School District.

PROJECT UNDERSTANDING

To address District athletic needs, EI Associates (EIA) recently completed the preparation of a High School Athletic Field Feasibility Report for the Millburn Township Board of Education. Two conceptual synthetic turf field improvement plans, Concept Option A and Concept Option B were investigated as part of this Feasibility Report.

The proposed plans were based on the athletic field needs and current layout of the fields. As part of the Feasibility Study, EIA retained the services of SOR Consulting Engineers, Inc. to conduct a preliminary geotechnical investigation. EIA also retained the services of RWC Surveying to prepare a survey of the athletic fields and adjoining Van Winkles Brook stream. EIA filed a Flood Hazard Area (FHA) Verification application with New Jersey Department of Environmental Protection (NJDEP) to establish the FHA limit for the subject property. This application was required due to the July 17, 2023, amendment to the Flood Hazard Area Control Act Rules (N.J.A.C. 7:13) which raised the FHA design flood elevation by two (2) feet above the previously mapped elevation. The new FHA limit line was approved by NJDEP on June 11, 2024. A copy of the approved FHA limit within the subject property is shown on the attached Existing Conditions Site Plan, Drawing No. C01 which was recorded in the Essex County Clerk's Office on October 11, 2024.

EIA submitted Concept Plan A and Concept Plan B to NJDEP and attended a Microsoft Teams preapplication meeting on February 4, 2025, to review the feasibility of these concept plans. NJDEP staff had no substantive comments regarding the design other than the plans shall comply with the following:

- Meet the zero (0) net fill requirement specified in the Flood Hazard Regulations.
- Comply with the Stormwater Management Regulations as outlined in the Feasibility Report.
- Further geotechnical testing will be required involving backhoe excavated test pits documenting the depth of seasonal high groundwater, soil profile, and field infiltration rates.

The Feasibility Report demonstrated compliance with all of the requirements listed above with the exception of the geotechnical testing requirements. Geotechnical testing during the feasibility study was limited to soil borings to avoid significant soil disturbance within the existing athletic field play areas.

The District has decided to proceed with the construction of Concept Plan B, a copy of which is attached. Concept Plan B involves the construction of approximately 189,000 square feet of synthetic turf in the area of the varsity baseball field and beyond the outfield fence line to permit the installation of two (2) multipurpose fields. Approximately 29% of the new synthetic turf area will extend beyond the flood hazard line. Land disturbances within flood hazard areas are regulated by NJDEP.

This proposal covers professional engineering services for the project phases listed below:

1. Phase-1: Detailed Design & Land Development Permitting.
2. Phase-2: NJDOE Submittal.
3. Phase-3: Bid Document Preparation.
4. Phase-4: Bidding & Construction Administration.

Phase-1 A geotechnical investigation in accordance with Chapter 12 in the New Jersey Stormwater Best Management Practices Manual (NJBMP) must be performed in order to support the detailed design documents and the Stormwater Management Report. This investigation will require backhoe excavation of test/soil profile pits within the limits of the proposed synthetic turf to a depth of approximately ten (10) feet at about ten (10) to twelve (12) locations. We recommend this work be performed in the early winter when the fields are not being utilized for sports. The geotechnical investigation that was performed during the Feasibility Report phase was a less invasive procedure covering the entire field area. The prior investigation allowed us to determine generally where subsurface infiltration systems would be feasible.

Once the geotechnical information is obtained, EIA will proceed with detailed design and permitting for the new synthetic turf fields. Approval will be required from NJDEP for an FHA permit. A soil erosion and sedimentation control plan certification approval will be required from the Hudson-Essex-Passaic Soil Conservation District (HEPSCD). The documents prepared during this phase will address the site/civil engineering aspects to obtain NJDEP and HEPSCD approvals. Structural and electrical engineering services covering the design of foundations and lighting related to new field lighting systems will be provided during Phase 3.

Phase-2 will consist of issuing plans and specifications to New Jersey Department of Education (NJDOE) along with standard project application forms and cost estimates. As part of this process EIA will present the plans to the Millburn Township Planning Board for courtesy review.

Phase-3 will cover the preparation of construction bid documents and specifications suitable to obtain public bids from qualified contractors.

Phase-4 will cover bidding and construction administration including attendance at a pre-bid meeting, response to bidder questions, bid evaluation and recommendation, review of contractor submittals, site visits during construction, review of contractor's application for payment and project close-out documents.

SCOPE OF WORK

EIA proposes to provide the professional engineering services to cover the work described above and will proceed as follows:

Phase 1 – Detailed Design & Land Development Permitting:

1. Visit the site and take site photographs to document the existing conditions.
2. Retain the services of a geotechnical engineer to obtain detailed subsurface geotechnical information. Related services are covered as a separate Allowance in the Compensation section of this proposal.
3. Retain a ground penetrating radar (GPR) testing firm specializing in locating underground utilities. GPR testing services are covered by a separate Allowance in the Compensation section of this proposal.
4. Coordinate the placement of lighting poles for the new synthetic turf fields with EIA's electrical engineering department.
5. Meet with District representatives to review the results of the site investigation. Submit a design questionnaire to the District which will cover synthetic turf system type, striping requirements, and site improvements to be included in the new construction.
6. Prepare site plans of the new synthetic turf fields per the Concept Plan B layout. The new stormwater management systems will be based on the geotechnical investigation results.
7. EIA anticipates preparing the following list of drawings for this project:

Drawing No.	Title
C00	Title Sheet
C01	Existing Conditions Approved Verification Plan
C01.1	Existing Conditions & Site Demolition
C02	Site Plan
C03	Grading & Drainage Plan

C04	Drainage Details
C05	Construction Details
C06	Soil Erosion and Sediment Control Plan
C07	Soil Erosion and Sediment Control Details & Notes

Drawings will be prepared in AutoCAD format on 30" x 42" sheets. Technical specifications will be prepared in separate 8 ½" x 11" booklet format.

8. Meet with the District to review the progress of the design documents. Obtain District comments and approvals.
9. Prepare a Stormwater Management Report in accordance with NJAC 7:8.
10. Prepare a Stormwater O&M Manual.
11. Prepare NJDEP FHA application documents consisting of the following:
    a. Complete the standard Land Use Regulation Application Form.
    b. Provide proof of notice (certified mail) that the entire application has been submitted to the Township Clerk.
    c. Certified mail notice of the application shall be sent to the construction official, the Township Environmental Commission, Township Planning Board, Essex County Planning Board, HEPSCD and property owners within 200 feet of the property based on a certified list obtained from the Townships.
    d. Submit a data request response for endangered or threatened species of flora or fauna, including a Landscape Map report to the NJDEP Office of Natural Lands Management Natural Heritage Database.
    e. Prepare and submit three (3) copies of the Engineer's Report containing NJDEP specific requirements.
    f. Prepare and submit three (3) copies of an Environmental Report containing NJDEP specific requirements, including an alternatives analysis.
    g. Prepare and submit one (1) copy of the Stormwater O&M Manual.
12. Prepare and submit soil erosion and sediment control documents to HEPSCD.

Phase 2 – NJDOE Submittal:

13. Prepare and submit NJDOE documents.
14. Attend a Millburn Township Planning Board meeting as required by NJDOE.

Phase 3 – Bid Document Preparation:

15. Prepare construction bid documents suitable to obtain public bids from qualified contractors. We anticipate preparing the following documents to supplement the civil engineering documents identified in Phase 1:

S00	Structural Notes, Legends and Abbreviations
S10	Field Lighting Foundation Plan
S40	Field Lighting Foundation Details and Specifications
E00	Electrical Notes, Legends and Abbreviations
E10	Overall Site Electrical Plan
E11	Athletic Field Lighting Plan
E30	Electrical Panel and Lighting Schedules
E40	Electrical Details

Drawings will be prepared in AutoCAD format on 30" x 42" sheets. Technical specifications will be prepared in separate 8 ½" x 11" booklet format.

16. Coordinate the development of the front-end, non-technical specifications with the Board's attorney. Incorporate District requirements into the front-end specifications.

Phase 4 – Bidding and Construction Administration

17. Attend a pre-bid meeting with the District and bidding contractors.
18. Respond to contractor questions during the bid process.
19. Attend a bid opening meeting with the District.
20. Evaluate contractor bids and provide the District with a recommendation for award.
21. Prepare the AIA agreement between the District and the successful contractor.
22. Attend a pre-construction meeting with the successful contractor.
23. Review shop drawings and submittals specified in the bid documents prepared by our firm.
24. Respond to contractor RFIs during construction.
25. Perform **eight visits during construction** to review the progress of the work and address contractor questions. Prepare a field report for each visit.
26. Review and process contractor applications for payment.
27. Perform a punchlist following substantial completion of the work. Identify incomplete work and/or items which deviate from the requirements of the bid documents.
28. Assist the District with project closeout.

WORK SCOPE NOTES

Our proposal is based on the following assumptions and qualifications:

1. The design will be primarily based on the existing information available (site plans, drawings, audits, etc.) and visual data collected during our on-site visits. **Except for the geotechnical testing services by the District and GPR testing services which are covered as a separate Allowance in the Compensation section of this proposal**, our on-site investigation will be limited to information visible without destructive testing and/or exploratory measures. Additional testing services, if required, will be provided and paid for by the Millburn Township Board of Education or will be provided by EIA as additional services for an additional fee as authorized by Millburn Township Board of Education.
2. EI's scope of work and fee does not include design for or remediation of hazardous materials. To our knowledge no hazardous materials are present.
3. The contract for construction will be between the District and the contractor. EI Associates and our representatives are not responsible for, nor will we have authority or control over, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. This is the sole responsibility of the contractor(s) performing the work.
4. EI's compensation proposal covers the following project expenses:
   - Travel to and from Millburn.
   - Reproduction costs for internal and Owner review sets.
   - Up to 4 sets of signed and sealed documents for NJDOE submittal.
   - Up to 3 sets of signed and sealed documents for building permit submittal.
   - One electronic flash drive of the construction documents. The files on the electronic flash drive will be in pdf format.
   - Miscellaneous copies and distribution of meeting minutes, etc., one copy per organization.

- Normal correspondence and telephone communications.
- Delivery of all the above documents will be via normal mail services. Overnight or express delivery will be provided at an additional charge.

5. Printing and distribution of documents for bidding are reimbursable expenses and are in addition to the stipulated sum. These expenses will be invoiced in accordance with the enclosed schedule of Charges for Reimbursable Expenses for Design Projects.
6. The following services are ***not*** covered in this proposal:
   a) Boundary survey or land surveying services to survey the entire property.
   b) Traffic Study.
   c) Preparation of building permit applications.
   d) Application fees shall be paid by the owner.
   e) Geotechnical or other testing during construction.
   f) As-built survey after construction.
   g) Freshwater wetland permitting.
   h) Recording of NJDEP approval documents in Essex County Clerk's Office shall be performed by the District's legal representative.
7. **In the event that the project needs to be re-bid, EI Associates will provide professional services to re-bid the project for an additional fee of $7,000.**

COMPENSATION

EI Associates proposes to provide the professional services described herein in accordance with the following fee schedule:

Phase 1 - Detailed Design & Land Development Permitting:
The lump sum fee of One Hundred Thirteen Thousand ($113,000) Dollars plus the following Allowances:

GPR Testing/Underground Utility Investigation Allowance: $7,500

Phase 2 – NJDOE Submittal:
The lump sum fee of Five Thousand ($5,000) Dollars.

Phase 3 – Bid Document Preparation:
The lump sum fee of Thirty-Two Thousand ($32,000) Dollars.

Phase 4 – Bidding & Construction Administration:
The lump sum fee of **Thirty Five Thousand ($35,000) Dollars.**

Project expenses covering mileage, printing reproduction and mail will be invoiced in accordance with the attached EI Charges for Reimbursable Expenses Schedule. Invoices will be submitted monthly and will be due and payable within 30 days. The attached EI Business Terms shall apply to this assignment.

We are prepared to commit our resources and our professional staff of architects and engineers to assist the Millburn Township School District implement High School Athletic Field Concept Option B. If you have any questions, or if you require any additional information, please do not hesitate to contact us. Thank you for this opportunity to continue to serve the District.

EI ASSOCIATES

Respectfully Submitted,

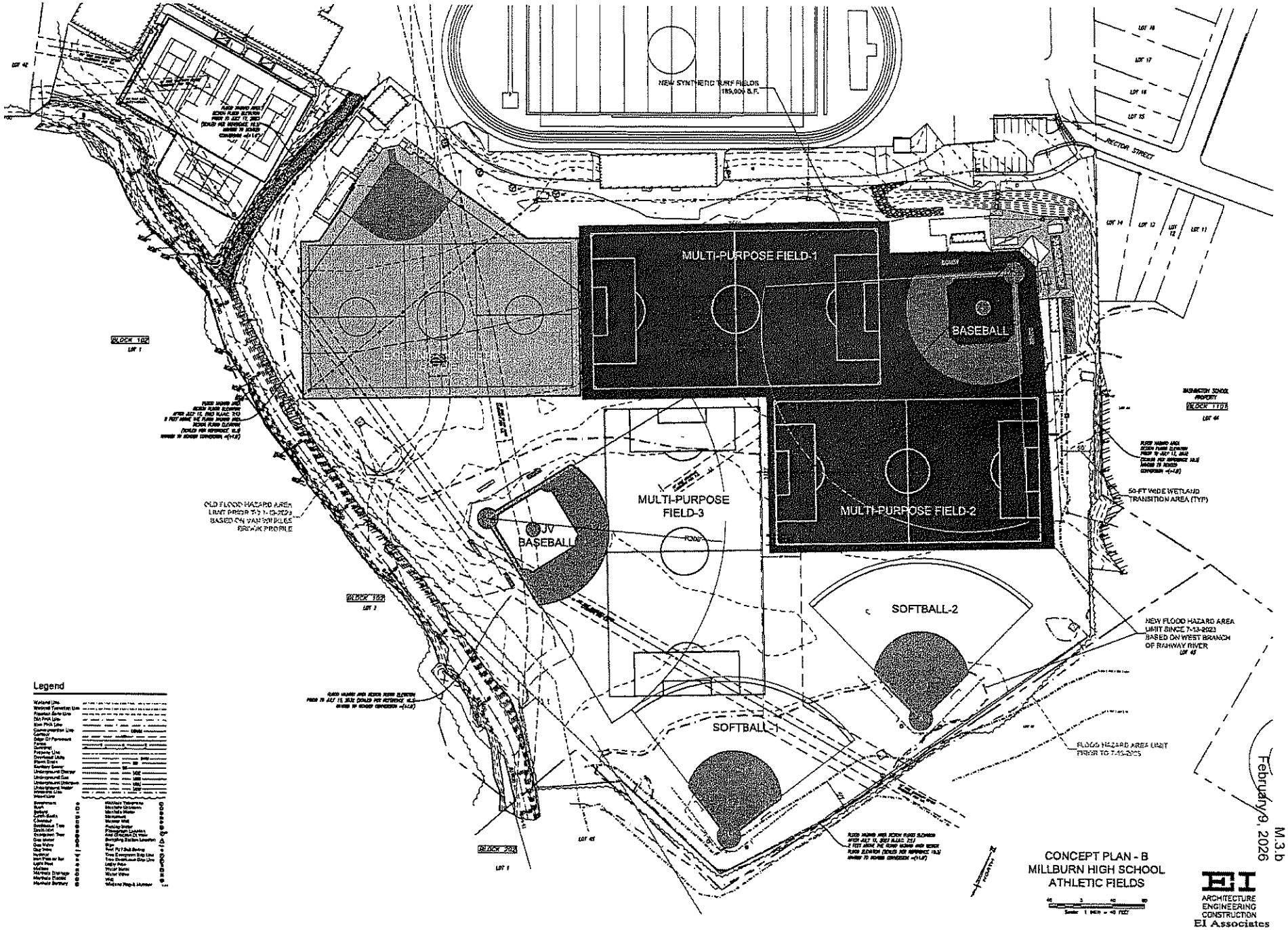
EI ASSOCIATES
Architects &
Engineers, PA

Michael J. Wozny, AIA, LEED^{AP}
Vice President, Education Projects

Brian T. Donnelly
Director, Client Development

Att: Concept Plan B
NJDEP Pre-Application Meeting Memorandum
C01 Existing Conditions Plan
EI Reimbursable Expenses Schedule
EI Business Terms

G:\Projects\Proposals\13242-Millburn PS-HS Athletic Field Improvements-Option B\13242-Millburn SD-HS Athletic Field Option B Proposal.doc



CONCEPT PLAN - B
MILLBURN HIGH SCHOOL
ATHLETIC FIELDS

EI
ARCHITECTURE
ENGINEERING
CONSTRUCTION
EI Associates

February 9, 2026

M.3.b

EI ASSOCIATES
ARCHITECTURE
ENGINEERING
CONSTRUCTION

8 RIDGEDALE AVENUE
CEDAR KNOLLS, NJ 07927
www.eiassociates.com
TELEPHONE (973) 775-7777
FACSIMILE (973) 775-7770
E-MAIL: eia@superlink.net

NJDEP PRE-APPLICATION MEETING MEMORANDUM

February 27, 2025
ES9589.00

PROJECT: Milburn High School Athletic Fields Conversion of Natural Turf to Synthetic Turf

DATE: 4 February 2025

LOCATION: Teams Meeting

ATTENDEES:

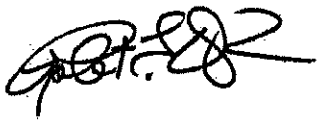
Dhruv Patel (DP)	New Jersey Department of Environmental Protection (NJDEP)
Cindy Rivera (CR)	NJDEP
Michael Wozny (MW)	EI Associates (EIA)
Robert Walsh (RW)	EIA

PURPOSE: To discuss the application process and feasibility associated with the above-referenced project. Prior to participating in the Team's meeting EIA submitted to NJDEP via email Concept Plan – A, Concept Plan – A Grading and Drainage Plan, and proof of recording of the NJDEP approved flood hazard area verification map in the Essex County Clerk's Office.

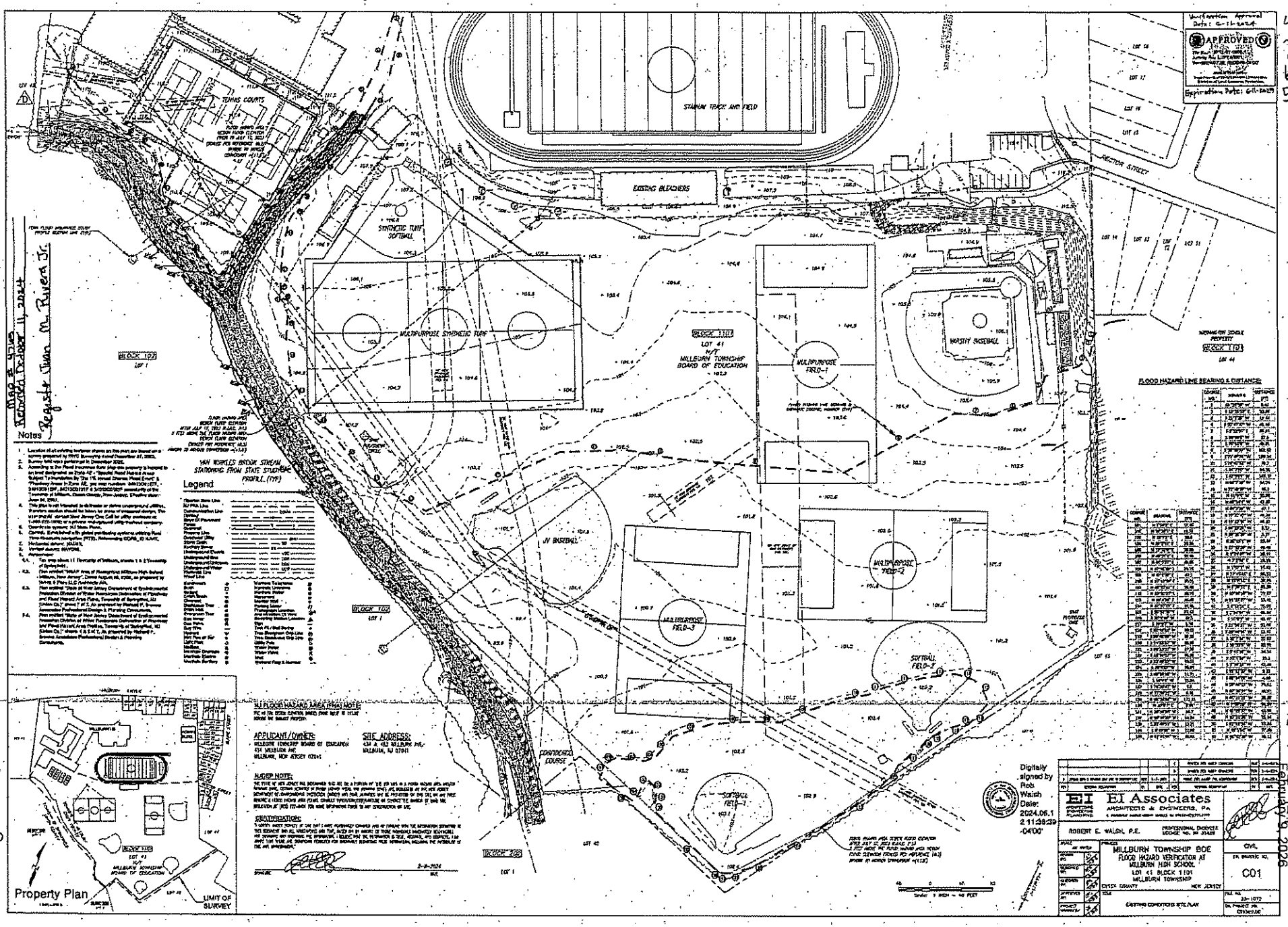
Item	Description
1.	EIA provided a description of the proposed project along with a summary of the verification approval obtained for the high school site on June 11, 2024.
2.	RW explained the stormwater management practices that have been employed to develop the preliminary design.
3.	NJDEP acknowledged that the stormwater management system was appropriate and in conformance with current NJDEP regulations.
4.	RW asked whether the forthcoming amendments to the NJDEP stormwater regulations under N.J.A.C.7:8 and flood hazard regulations under N.J.A.C.7:13 would impact our project. DP explained that the forthcoming modifications mainly dealt with projects that are tributary to Category 1 waters. These regulation changes will increase the water quality treatment standards for projects that drain to Category 1 waters.

5. If Milburn School District chooses to proceed with the project, we recommend a pre-application meeting be conducted following receipt of updated geotechnical data as recommended in the feasibility report dated July 15, 2024.

EI ASSOCIATES
Architects & Engineers, PA



Robert E. Walsh, P.E., P.P.
Chief Civil and Environmental Engineer


STADIUM TRACK AND FIELD
TENNIS COURTS
EXISTING BLEACHERS
SYNTHETIC TURF SOFTBALL
MULTIPURPOSE SYNTHETIC TURF
VARSITY BASEBALL
MULTIPURPOSE FIELD-1
MULTIPURPOSE FIELD-2
MULTIPURPOSE FIELD-3
JV BASEBALL
SOFTBALL FIELD-1
SOFTBALL FIELD-2
CONCRETE CURB
VAN WINKLES BROOK STREAM STATIONING FROM STATE STUDY LINE PROFILE (TYP.)
BLOCK 1101 LOT 41 N/F MILLBURN TOWNSHIP BOARD OF EDUCATION
BLOCK 102 LOT 1
BLOCK 303 LOT 1
WASHINGTON SCHOOL PROPERTY BLOCK 1101 LOT 44
Approved
Expiration Date: 6/1/2029
Map as done Kenneth Decker 11, 2024
Reagle Juan M. Rivera Jr.
Notes
Legend
FLOOD HAZARD LINE BEARING & DISTANCE
Property Plan
LIMIT OF SURVEY
APPLICANT/OWNER:
MILLBURN TOWNSHIP BOARD OF EDUCATION
434 MILLBURN AVE
MILLBURN, NEW JERSEY 07041
SITE ADDRESS:
434 & 450 MILLBURN AVE
MILLBURN, NJ 07041
MAJOR NOTE:
CERTIFICATION:
Digitally signed by Rob Walsh Date: 2024.06.11 21:38:39 -04'00'
EI Associates
ARCHITECTS & ENGINEERS, P.A.
ROBERT E. WALSH, P.E.
PROFESSIONAL ENGINEER LICENSE NO. 24 31620
MILLBURN TOWNSHIP BOE
FLOOD HAZARD VERIFICATION AT MILLBURN HIGH SCHOOL
LOT 41 BLOCK 1101
MILLBURN TOWNSHIP
ESSEX COUNTY NEW JERSEY
EXISTING CONDITIONS SITE PLAN
CIVIL
C01
February 9, 2026
M.3.b

EI ASSOCIATES
BUSINESS TERMS FOR K-12 PROJECTS
MILLBURN BOARD OF EDUCATION

1. **PROPOSAL DURATION**
Proposals presented by EI will remain effective for a period of 30 days. EI is always willing to discuss a mutually agreeable time extension.

2. **DELAYS**
Should any project be delayed in excess of six months and the delay is the fault of a party other than EI Associates, the Owner and EI Associates shall negotiate an equitable adjustment in EI's fee.

3. **INVOICES**
Invoices shall be submitted on a monthly basis and shall be payable within sixty (60) days of submission. Should the Owner fail to timely make payments, EI may, on ten (10) days written notice to the Owner, suspend performance until all outstanding invoices are paid.

4. **LIMITATIONS OF LIABILITY**
EI will indemnify the Owner for damages solely resulting from the negligent performance of the work that is the subject of this agreement but only up to the amount of insurance coverage provided by EI for such negligence. In no event shall either the Owner or EI be liable to the other for any consequential or special damages

5. **OWNERSHIP OF DOCUMENTS**
Title to the instruments of service shall pass from EI to the Owner on receipt of full payment for services by EI from the Owner. Owner shall defend, indemnify and hold harmless EI for any use of the instruments of service beyond the project that is the subject of this agreement.

6. **EXPERT WITNESS TESTIMONY**
EI Associates will provide expert witness testimony services at the rate of $1,000 per half day and $1,800 per full day, plus reimbursable expenses as outlined above.

EI ASSOCIATES
CHARGES FOR REIMBURSABLE EXPENSES

Expenses incurred in the interest of the project are charged at the following rates, or if not shown, at cost plus 15%.

1. Reproduction expenses as follows:

Digital Bond First Copy – 30 x 42	$8.98 each
Digital Bond Print – 30 x 42	$4.50 each
Digital Bond First Copy – 24 x 36	$5.35 each
Digital Bond Print – 24 x 36	$3.25 each
Photocopy or Laser Print – 8.5 x 11	$0.20 per sheet
Photocopy or Laser Print – 11 x 17	$0.40 per sheet
Color Copy – 8.5 x 11	$2.00 each
Color Copy – 11 x 17	$3.00 each
CAD Color Plot – 30 x 42	$27.00 each
CAD Color Plot – 24 x 36	$18.00 each
CAD Check Plot – 8.5 x 11	$2.50 per plot
CAD Check Plot – 11 x 17	$2.75 per plot
CAD Check Plot – 18 x 24	$3.00 per plot
Staple or Bind Prints	$1.50 per set
Wire or GBC Punch & Bind	$11.55 set
Acco Punch & Bind	$8.60 per set
Acetate 8.5 x 11	$0.75 each
Scan to Disc	$18.00 per dwg.

2. Downward conversion of latest version of AutoCAD to earlier version @ $75 per drawing. Retrieval of archived information: base fee $250.

3. Bind, purge, audit and publish AutoCAD files @ $25 per drawing.

4. Fax at $.50 per Page.

5. Automobile travel at $0.70 per mile. Travel involving airplanes, rental cars, hotels, etc. at cost + 15%.

6. Messenger and overnight delivery charges at cost + 15%.

7. Subconsultants such as geotechnical, surveying, asbestos remediation, and specialty consultants at cost + 25%.

BYLAW GUIDE

[See POLICY ALERT Nos. 182, 184, 188, and 236]

0142.1 NEPOTISM

The Board of Education adopts this Nepotism Policy as a condition of receiving State aid pursuant to N.J.A.C. 6A:23A-6.2**(a)**.

For the purpose~~s~~ of this Policy, "relative" means an individual's spouse, ~~by marriage or~~ civil union **partner as defined at** ~~pursuant to~~ N.J.S.A. 37:1-**28**~~33~~ **et seq.**, domestic partner as defined **at** ~~in~~ N.J.S.A. 26:8A-3, or the ~~individual's or spouse's~~ parent, child, sibling, aunt, uncle, niece, nephew, grandparent, grandchild, son-in-law, daughter-in-law, stepparent, stepchild, stepbrother, stepsister, half-brother**,** or half-sister **of the individual or of the individual's spouse**, **civil union partner, or domestic partner,** whether the relative is related to the individual or the individual's spouse**, civil union partner, or domestic partner** by blood, marriage**,** or adoption **pursuant to N.J.A.C. 6A:23A-1.2**.

For the purpose~~s~~ of this Policy, "immediate family member" means the person's spouse, partner in a civil union as defined **at** ~~in~~ N.J.S.A. 37:1-**28**~~33~~ **et seq.**, domestic partner as defined **at** ~~in~~ N.J.S.A. 26:8A-3, or dependent child**,** residing in the same household.

For the purpose~~s~~ of this Policy, "administrator" is defined as set forth in N.J.S.A. 18A:12-23.

No relative of a Board member or the Superintendent of Schools shall be employed in an office or position in this school district except**:** ~~that a person employed by the school district on the effective date of the Policy or the date a relative becomes a Board member or Superintendent shall not be prohibited from continuing to be employed or promoted in the district.~~

1. **A person employed by the district on or before October 1, 2008 or on or before the date an employee's relative becomes a Board member or Superintendent shall not be prohibited from continuing to be employed or to be promoted in the district in accordance with the effective date as outlined in the initial version of N.J.A.C. 6A:32A-6.2 adopted on July 1, 2008.**

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However, this shall not pertain to extending an employment contract to allow for an increase in annual pay directly related to an extension of the work year; and

2. The district may employ a relative of a Board member or the Superintendent provided the district has obtained approval from the Executive County Superintendent. Such approval shall be granted only upon demonstration by the district that it conducted a thorough search for candidates and the proposed candidate is the only qualified and available person for the position.

The Superintendent ~~of Schools~~ shall not recommend to the Board**,** ~~of Education~~ pursuant to N.J.S.A. 18A:27-4.1**,** **the** ~~any~~ relative of ~~a Board member or~~ the Superintendent **or a Board member, unless the relative is subject to an exception as outlined at N.J.A.C. 6A:23A-6.2(a)2. and at 1. and 2. above**. ~~**[Optional** – However, in accordance with N.J.A.C. 6A:23A-6.2(a)2, the district may employ a relative of a Board member or Superintendent of Schools provided the district obtains the approval from the Executive County Superintendent of Schools. Such approval shall be granted only upon demonstration by the school district that it conducted a thorough search for candidates and that the proposed candidate is the only qualified and available person for the position.**]~~

~~**[Optional** – In accordance with N.J.A.C. 6A:23A-6.2(a)6.(b), per diem substitutes and student employees who are relatives of a Board member or the Superintendent of Schools shall be excluded from the provisions of this Policy and N.J.A.C. 6A:23A-6.2.**]~~

A ~~school~~ district administrator shall **not exercise** ~~be prohibited from exercising~~ direct or indirect authority, supervision, or control over **the administrator's** ~~a~~ relative ~~of the administrator~~. **If** ~~Where~~ it is not feasible to eliminate such a direct or indirect supervisory relationship, appropriate screens and/or alternative supervision and reporting mechanisms **shall** ~~must~~ be put in place.

A ~~school~~ district administrator or Board member **whose** ~~who has a~~ relative ~~who~~ is a member of the bargaining unit shall **not discuss or vote** ~~be prohibited from discussing or voting~~ on the proposed collective bargaining agreement with that unit or from participating in any way in negotiations, including, but not limited to, being a member of the negotiating team; nor should that ~~school~~ district

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administrator be present with the Board in closed session when negotiation strategies are being discussed; ~~provided~~ however, ~~that~~ the administrator may serve as a technical resource to the negotiating team and may provide technical information necessary to the collective bargaining process when no one else in the district can provide such information.

A ~~school~~ district administrator or Board member who has an immediate family member who is a member of the same Statewide union in another school district shall **not participate** ~~be prohibited from participating~~ in any way in negotiations, including**,** but not limited to, being a member of the negotiating team or being present with the Board ~~of Education~~ in closed sessions when negotiation strategies are being discussed, prior to the Board ~~of Education~~ attaining a **t**~~T~~entative **m**~~M~~emorandum of **a**~~A~~greement with the bargaining unit that includes a salary guide and total compensation package. Once the **t**~~T~~entative **m**~~M~~emorandum of **a**~~A~~greement is established, a ~~school~~ district administrator with an immediate family member who is a member of the same Statewide union in another school district may fully participate in the process, absent other conflicts. **However** ~~Notwithstanding these provisions~~, a district administrator who has an immediate family member who is a member of the same Statewide union in another district may serve as a technical resource to the negotiating team and may provide technical information necessary to the collective bargaining process when no one else in the district can provide the information.

[Optional – In accordance with N.J.A.C. 6A:23A-6.2(b), per diem substitutes and student employees who are relatives of a Board member or the Superintendent shall be excluded from the provisions of this Policy and N.J.A.C. 6A:23A-6.2.]

N.J.A.C. 6A:23A-6.2

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Adopted:

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0169.02 BOARD MEMBER USE OF SOCIAL NETWORKS

[See POLICY ALERT No. 214]

In accordance with the School Ethics Act - N.J.S.A. 18A:12-21 et seq., Board of Education members must avoid conduct which is in violation of the public trust or which creates a justifiable impression among the public that such trust is being violated. To avoid conduct that may be in violation or perceived to be in violation of the School Ethics Act, the Board of Education adopts this Policy to provide guidance to Board members in their use of social networks.

For the purposes of this Policy, "social network(s)" shall include, but not be limited to: Internet blogs, electronic bulletin boards, emails, social networking websites, text messages, or any other online platform where people may post or communicate interests, opinions, or any other information that may be viewed by others with or without permission from the person making such post or re-publishing such post. "Social networks" also means an Internet-based service that allows individuals to: construct a public or semi-public profile within a bounded system created by the service; create a list of other users with whom they share a connection within the system; and view and navigate their list of connections and those made by others within the system.

For the purposes of this Policy, "use of a social network" shall include, but not be limited to: posting to a social network, reposting another person's post to a social network, messaging, or any other publication of material on a social network.

Nothing in this Policy prevents a Board of Education member from using a social network. However, a Board member must avoid conduct on a social network that would violate the School Ethics Act – N.J.S.A. 18A:12-21 et seq., which includes the Code of Ethics for Board Members. Board members should be advised communications, publications, photographs, and any other information posted by the Board member or reposted by the Board member on a social network could violate the School Ethics Act and be cause for sanctions in accordance with the law.

While this Policy respects the right of Board members to use social networks, Board members shall recognize they are held to a higher standard than the general public with regard to standards of conduct and ethics. A Board member's use of social networks shall not damage the reputation of the school district, employees, students, or their families. Board members who use social networks shall ensure their conduct is appropriate for a Board of Education member. Board members should exercise care in setting appropriate boundaries between their personal and public online behavior, understanding what is private in the digital world often has the possibility of becoming public, even without their knowledge or consent.

Board members should carefully review the privacy settings on social networks they use and exercise care and good judgment when posting content and information. When using social networks, Board members are advised to:

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1. Not post anything that would violate any of the district's policies for Board members;

2. Uphold the district's value of respect for any individual(s) and avoid making defamatory statements about the Board of Education, the school district, employees, students, or their families;

3. Not disclose any confidential information about the school district or confidential information obtained as a result of being a Board member, about any individual(s) or organization, including students and/or their families;

4. Not use or refer to their Board of Education title or position when soliciting for a business organization that he or she or any immediate family member has an interest in, as well as posting or referencing any confidential information regarding the Board of Education or the school district obtained through their Board membership, unless authorized by law;

5. Refrain from having communications through social networks with other Board members regarding any Board of Education business to avoid any potential violation of the New Jersey Open Public Meetings Act;

6. Not respond to any postings regarding Board of Education or school district business or respond to any question or inquiry posted to the Board member or posted on any social network regarding Board of Education or school district business and shall refer any such questions or inquiries to the Superintendent of Schools to address, as appropriate; or

7. Not post any information on a social network determined by the New Jersey School Ethics Commission to be a violation of the New Jersey School Ethics Act.

A Board member shall comply with all Board policies regarding acceptable use of computers and computer networks whenever a Board member is using a Board of Education electronic device.

If the Board or Superintendent believes a Board member's activity on any social network may violate the Board's policies or the New Jersey School Ethics Act, the Board or Superintendent may request the Board member cease such activity.

This Policy has been developed and adopted by this Board to provide guidance and direction to a Board member to avoid actual and/or a perceived appearance of inappropriate conduct or conduct prohibited by the School Ethics Act while using social networks.

N.J.S.A. 18A:12-21 et seq.
N.J.S.A. 10:4-6 et seq.

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ph: (732)255-1500 fax: (732)255-1502

POLICY GUIDE **STRAUSS ESMAY ASSOCIATES**

BYLAWS

0169.02 BOARD MEMBER USE OF SOCIAL NETWORKS

Adopted:

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ph: (732)255-1500 fax: (732)255-1502

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[See POLICY ALERT Nos. 184, 186, 209, and 236]

1220 EMPLOYMENT OF CHIEF SCHOOL ADMINISTRATOR

The Board of Education vests the primary responsibility for the administration of this school district in a Superintendent of Schools and recognizes the appointment of a person to that office is one of the most important functions this Board can perform. The Superintendent shall have a seat on the Board **employing the Superintendent** ~~of Education~~ and the right to speak on **all** matters at meetings of the Board ~~(pursuant to N.J.S.A. 18A:17-20.a or N.J.S.A. 18A:17-20.b)~~, but shall have no vote **pursuant to N.J.S.A. 18A:17-20.b**.

~~**[Optional**~~

The Superintendent shall devote **themselves** ~~himself or herself~~ exclusively to the duties of the office.~~]~~

Recruitment Procedures

The Board shall actively seek the best qualified and most capable candidate for the position of Superintendent. The Board may use a consultant service to assist in the recruitment process. Recruitment procedures may include, but are not limited to, the following activities:

1. The preparation of a new or a review of an existing written job description;

2. **The p**~~P~~reparation of informative material describing the ~~school~~ district and its educational goals and objectives;

3. ~~Where feasible,~~ **T**~~t~~he opportunity for applicants to visit the district**, where feasible**;

4. **An** ~~Establish an~~ interview process that encourages the candidate and the Board members to have a meaningful discussion of the ~~school~~ district's needs and expectations. The Board members shall review and discuss the candidate's credentials, qualifications,

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educational philosophy, and other qualities and expertise **the candidate** ~~he/she~~ can offer to the district;

5. Solicitation of applications from a wide geographical area; and

6. Strict compliance with law and Policy 1530 on equal employment opportunity.

Qualifications

The candidate must possess or be eligible for a valid New Jersey administrative certificate endorsed for school administrator or a provisional school administrator's endorsement in accordance with N.J.A.C. 6A:9B-12.4 et seq. and must qualify for employment following a criminal history record check.

~~**[Optional**~~

The candidate shall meet criteria established by the Board.

~~**OR**~~

~~**Choose one or more of the following:**~~

___ ~~have earned a doctoral degree from a duly accredited institution of higher education as defined in N.J.A.C. 6A:9-2.1.~~

___ ~~have _____ years of demonstrated success in public school administration of which at least _____ years have been in the capacity of~~

___ ~~school Principal.~~

___ ~~central office administrator.~~

___ ~~Assistant Superintendent.~~

___ ~~_____.~~

~~(Insert other locally adopted requirements regarding background, experience, personal qualities, and individual achievements.)~~

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~~___ _____.~~

~~(Insert locally adopted requirements regarding verification of competency including: resumes, records of past experience, college transcripts, certification test, evaluation reports, internship evaluations, etc.)~~

~~___ submit at least _____ letters of recommendation from persons who have supervised **the candidate's** his/her administrative performance.]~~

Employment Contract

A person appointed Superintendent must enter **into** an employment contract with the Board.

An employment contract for the Superintendent ~~of Schools~~ shall be reviewed and approved by the Executive County Superintendent in accordance with the provisions of N.J.A.C. 6A:23A-3.1 and Policy 1620. Any action(s) by the Executive County Superintendent undertaken pursuant to N.J.A.C. 6A:23A-3.1 may be appealed to the Commissioner pursuant to the procedures set forth in N.J.A.C. 6A:3 **pursuant to N.J.A.C. 6A:23A-3.1(f)**.

The employment contract with the Superintendent must be approved with a recorded roll call majority vote of the full membership of the Board at a public Board meeting.

In the event there is a Superintendent vacancy at the expiration of the existing contract, only the Board seated at the time of the expiration of the current Superintendent's contract may appoint and approve an employment contract for the next Superintendent.

In the event there is a Superintendent vacancy prior to the expiration of the existing contract, the Board seated at the time the position becomes vacant may appoint and approve an employment contract for the next Superintendent.

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The contract for the Superintendent who does not acquire tenure, but who holds tenure during the term of **the Superintendent's** ~~his/her~~ employment contract will include: a term of not less than three nor more than five years and expiring July 1; a beginning and ending date; the salary to be paid and benefits to be received; a provision for termination of the contract by the Superintendent; an evaluation process pursuant to N.J.S.A. 18A:17-20.3; and other terms agreed to between the Board and the Superintendent.

During the term of the contract, the Superintendent shall not be dismissed or reduced in compensation except for inefficiency, incapacity, **or** conduct unbecoming a Superintendent~~,~~ or other just cause and **then** only **in the manner prescribed by N.J.S.A. 18A:6 Article 2 Subarticle B pursuant to N.J.S.A. 18A:17-20.2** ~~by the Commissioner of Education pursuant to the tenure hearing laws~~.

At the conclusion of the term of the initial contract or of any subsequent contract, in accordance with N.J.S.A. 18A:17-20.1, the Superintendent shall be deemed reappointed for another contracted term of the same duration as the previous contract unless either: the Board by contract reappoints the Superintendent for a different term which shall **be** not ~~be~~ less than three nor more than five years, in which event reappointments thereafter shall be deemed for the new term unless a different term is again specified; or the Board notifies the Superintendent in writing the Superintendent will not be reappointed at the end of the current term, in which event **the Superintendent's** ~~his/her~~ employment shall cease at the expiration of that term. In the event the Board notifies the Superintendent **they** ~~he/she~~ will not be reappointed, the notification shall be given prior to the expiration of the first or any subsequent contract by a length of time equal to thirty days for each year in the term of the current contract.

Pursuant to N.J.S.A. 18A:**17-**20.2a, the Board shall submit to the Commissioner **of Education** for prior approval an early termination of employment agreement

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that includes the payment of compensation as a condition of separation. **As used** ~~I~~In ~~accordance with~~ N.J.S.A. 18A:17-20.2a, **"**compensation**"** includes, but is not limited to, salary, allowances, bonuses and stipends, payments **for** ~~of~~ accumulated sick or vacation leave, contributions toward the costs of health, dental, life, and other types of insurance, medical reimbursement plans, retirement plans, and any in-kind or other form of remuneration.

An early termination of an employment agreement **of the Superintendent** shall be limited in its terms and conditions as outlined in N.J.A.C. 6A:23A-3.2. The Commissioner shall evaluate **the** ~~such~~ agreement~~s~~ in accordance with the provisions of N.J.S.A. 18A:17-20.2a and N.J.A.C. 6A:23A-3.2 and **shall have** ~~has~~ the authority to disapprove the agreement **if the payment of compensation has a condition of separation from service is found to be excessive pursuant to N.J.S.A. 18A:17-20.2a**. The agreement shall be submitted to the Commissioner by the district by certified mail, return receipt requested. The determination shall be made within thirty days of the Commissioner's receipt of the agreement from the ~~school~~ district.

Disqualification

Any candidate's misstatement of fact material to qualifications for employment or the determination of salary will be considered by this Board to constitute grounds for dismissal.

Certificate Revocation

All Superintendent contracts shall include, pursuant to N.J.S.A. 18A:17-15.1, the required provision that states that the contract is null and void in the event the Superintendent's certificate is revoked in accordance with N.J.A.C. 6A:23A-3.1(e)13.

~~In accordance with N.J.A.C. 6A:23A-3.1(e)(12), in the event the Superintendent's certificate is revoked, the Superintendent's contract is null and void.~~

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N.J.S.A. 18A:16-1; 18A:17-15; 18A:17-20; 18A:17-20.1;
18A:17-20.2; 18A:17-20.2a; 18A:17-20.3
N.J.A.C. 6A:9B-12.3; 6A:9B-12.4; 6A:23A-3.1; 6A:23A-3.2

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[See POLICY ALERT No. 236]

1552 SEXUAL HARASSMENT – STAFF

The Board of Education (employer) recognizes that an employee's right to freedom from employment discrimination includes the opportunity to work in an environment untainted by sexual harassment. Sexually offensive speech and conduct are wholly inappropriate to the harmonious employment relationships necessary to the operation of the school district and intolerable in a workplace to which the children of the district are exposed.

A. Title VII of the Civil Rights Act of 1964 – 29 CFR 1604

1. Sexual Harassment – 29 CFR 1604.11

a. Definition of Sexual Harassment – Title VII

(1) Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

(a) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,

(b) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or

(c) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

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b. With respect to conduct between fellow employees, an employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless the employer can show that it took immediate and appropriate corrective action.

c. The employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action.

d. The employer should take all steps necessary to prevent sexual harassment from occurring, such as affirmatively raising the subject, expressing strong disapproval, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment under Title VII, and developing methods to sensitize all concerned.

(1) The employee may submit a complaint, under 29 CFR 1604 to the Affirmative Action Officer.

(2) Upon receipt of the complaint the employer shall initiate the grievance procedure in accordance with Regulation 1552.

e. Where employment opportunities or benefits are granted because of an individual's submission to the employer's sexual advances or requests for sexual favors, the employer may be held liable for unlawful sex discrimination against

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other individuals who were qualified for but denied that employment opportunity or benefit.

2. Job Opportunities Advertising – 29 CFR 1604.5

It is a violation of Title VII for a help-wanted advertisement to indicate a preference, limitation, specification, or discrimination based on sex unless sex is a bona fide occupational qualification for the particular job involved. The placement of an advertisement in columns classified by publishers on the basis of sex, such as columns headed "Male" or "Female," will be considered an expression of a preference, limitation, specification, or discrimination based on sex.

3. Pre-Employment Inquiries as to Sex – 29 CFR 1604.7

A pre-employment inquiry may ask "Male....., Female....."; or "Mr. Mrs. Miss," provided that the inquiry is made in good faith for a nondiscriminatory purpose. Any pre-employment inquiry in connection with prospective employment which expresses directly or indirectly any limitation, specification, or discrimination as to sex shall be unlawful unless based upon a bona fide occupational qualification.

4. Fringe Benefits – 29 CFR 1604.9

a. "Fringe benefits," as used in 29 CFR 1604.9, Regulation 1552, and this Policy, includes medical, hospital, accident, life insurance and retirement benefits; profit-sharing and bonus plans; leave; and other terms, conditions, and privileges of employment.

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b. It shall be an unlawful employment practice for the employer to discriminate between men and women with regard to fringe benefits.

c. Where the employer conditions benefits available to employees and their spouses and families on whether the employee is the "head of the household" or "principal wage earner" in the family unit, the benefits tend to be available only to male employees and their families. Due to the fact

that such conditioning discriminatorily affects the rights of women employees, and that "head of household" or "principal wage earner" status bears no relationship to job performance, benefits which are so conditioned will be found a prima facie violation of the prohibitions against sex discrimination contained in Title VII of the Civil Rights Act of 1964 (Act).

d. It shall be an unlawful employment practice for the employer to make available benefits for the wives and families of male employees where the same benefits are not made available for the husbands and families of female employees; or to make available benefits for the wives of male employees which are not made available for female employees; or to make available benefits to the husbands of female employees which are not made available for male employees. An example of such an unlawful employment practice is a situation in which wives of male employees receive maternity benefits while female employees receive no such benefits.

e. It shall not be a defense under Title VII to a charge of sex discrimination in benefits that the cost of such benefits is greater with respect to one sex than the other.

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f. It shall be an unlawful employment practice for the employer to have a pension or retirement plan which establishes different optional or compulsory retirement ages based on sex, or which differentiates in benefits on the basis of sex.

5. Employment Policies Relating to Pregnancy and Childbirth – 29 CFR 1604.10

a. A written or unwritten employment policy or practice which excludes from employment applicants or employees because of pregnancy, childbirth or related medical conditions is in prima facie violation of Title VII.

b. Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions, for all job-related purposes, shall be treated the same as disabilities caused or contributed to by other medical conditions, under any health or disability insurance or sick leave plan available in connection with employment. Written or unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, reinstatement, and payment under any health or disability insurance or sick leave plan, formal or informal, shall be applied to disability due to pregnancy, childbirth or related medical conditions on the same terms and conditions as they are applied to other disabilities.

c. Where the termination of an employee who is temporarily disabled is caused by an employment policy under which insufficient or no leave is available, such a termination violates the Act if it has a disparate impact on employees of one sex and is not justified by business necessity.

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d. Any fringe benefit program implemented after October 31, 1978, must comply with the provisions of 29 CFR 1604.10(b) upon implementation.

B. Title IX of the Education Amendments of 1972 – 34 CFR 106

1. Definitions – Title IX – 34 CFR 106.2 and 34 CFR 106.30

a. "Sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

(1) An employee of the employer conditioning the provision of an aid, benefit, or service of the employer on an individual's participation in unwelcome sexual conduct;

(2) Unwelcome conduct determined by a reasonable individual to be so severe, pervasive, and objectively offensive that it effectively denies an individual equal access to the employer's education program or activity; or

(3) "Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8), or "stalking" as defined in 34 USC 12291(a)(30).

b. "Program or activity" and "program" means all of the operations of a local educational agency (as defined in 20 USC 8801), system of vocational education, or other school system.

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c. "Title IX" means Title IX of the Education Amendments of 1972, Pub. L. 92-318, as amended by section 3 of Pub. L. 93-568, 88 Stat. 1855, except sections 904 and 906 thereof; 20 USC 1681, 1682, 1683, 1685, 1686.

2. Effect of Employment Opportunities – 34 CFR 106.7

The employer's obligation to comply with 34 CFR 106, Regulation 1552, and this Policy is not obviated or alleviated because employment opportunities in any occupation or profession are or may be more limited for members of one sex than for members of the other sex.

3. Designation of Title IX Coordinator and Notice to Employees – 34 CFR 106.8

a. The employer must designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under 34 CFR 106, which employee must be referred to as the "Title IX Coordinator."

b. The employer must notify applicants for employment, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the employer, of the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator.

(1) Any individual may report sex discrimination, including sexual harassment (whether or not the individual reporting is the individual alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using the

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contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the individual's verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator.

(2) Sexual harassment may take place electronically or on an online platform used by the school, including, but not limited to, computer and internet networks; digital platforms; and computer hardware or software owned or operated by, or used in the operations of the school.

c. Dissemination of Policy

(1) Notification of Policy

(a) The employer must notify applicants for employment, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the employer, that the employer does not

discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX and 34 CFR 106 not to discriminate in such a manner. Such notification must state that the requirement not to discriminate in the education program or activity extends to employment, and that inquiries about the application of Title IX and 34 CFR 106 to such employer may be referred to the employer's Title IX Coordinator, to the

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Assistant Secretary for Civil Rights of the United States Department of Education, or both.

(2) Publications

(a) Each employer must prominently display the contact information required to be listed for the Title IX Coordinator and this Policy on its website, if any, and in each handbook or catalog that it makes available to applicants for employment, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the employer.

(b) The employer must not use or distribute a publication stating that the employer treats applicants for employment or employees differently on the basis of sex except as such treatment is permitted by Title IX or 34 CFR 106.

4. Discrimination on the Basis of Sex and Employment in Education Programs or Activities Prohibited – 34 CFR 106 Subpart E

a. Employment – 34 CFR 106.51

(1) General

(a) No individual shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in employment, or recruitment, consideration, or selection therefor, whether full-time or part-time, under any education program or activity operated by the

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employer which receives Federal financial assistance.

(b) The employer shall make all employment decisions in any education program or activity operated by such employer in a nondiscriminatory manner and shall not limit, segregate, or classify applicants or employees in any way which could adversely affect any applicant's or employee's employment opportunities or status because of sex.

(c) The employer shall not enter into any contractual or other relationship which directly or indirectly has the effect of subjecting employees or students to discrimination prohibited by 34 CFR 106 Subpart E, including relationships with employment and referral agencies, with labor unions, and with organizations providing or administering fringe benefits to employees of the employer.

(d) The employer shall not grant preferences to applicants for employment on the basis of attendance at any educational institution or entity which admits as students only or predominantly members of one sex, if the giving of such preferences has the effect of discriminating on the basis of sex in violation of 34 CFR 106.

(2) 34 CFR 106 Subpart E applies to:

(a) Recruitment, advertising, and the process of application for employment;

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(b) Hiring, upgrading, promotion, consideration for and award of tenure, demotion, transfer, layoff, termination, application of nepotism policies, right of return from layoff, and rehiring;

(c) Rates of pay or any other form of compensation, and changes in compensation;

(d) Job assignments, classifications and structure, including position descriptions, lines of progression, and seniority lists;

(e) The terms of any collective bargaining agreement;

(f) Granting and return from leaves of absence, leave for pregnancy, childbirth, false pregnancy, termination of pregnancy, leave for individuals of either sex to care for children or dependents, or any other leave;

(g) Fringe benefits available by virtue of employment, whether or not administered by the employer;

(h) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, selection for tuition assistance, selection for sabbaticals and leaves of absence to pursue training;

(i) Employer-sponsored activities, including those that are social or recreational; and

(j) Any other term, condition, or privilege of employment.

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b. Employment Criteria – 34 CFR 106.52

(1) The employer shall not administer or operate any test or other criterion for any employment opportunity which has a disproportionately adverse effect on individuals on the basis of sex unless:

(a) Use of such test or other criterion is shown to predict validly successful performance in the position in question; and

(b) Alternative tests or criteria for such purpose, which do not have such disproportionately adverse effect, are shown to be unavailable.

c. Recruitment – 34 CFR 106.53

(1) Nondiscriminatory Recruitment and Hiring

The employer shall not discriminate on the basis of sex in the recruitment and hiring of employees. Where the employer has been found to be presently discriminating on the basis of sex in the recruitment or hiring of employees, or has been found to have in the past so discriminated, the employer shall recruit members of the sex so discriminated against so as to overcome the effects of such past or present discrimination.

(2) Recruitment Patterns

The employer shall not recruit primarily or exclusively at entities which furnish as applicants only or predominantly members of one sex if such actions have the effect of discriminating on the basis of sex in violation of 34 CFR 106.53.

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d. Compensation – 34 CFR 106.54

(1) The employer shall not make or enforce any policy or practice which, on the basis of sex:

(a) Makes distinctions in rates of pay or other compensation;

(b) Results in the payment of wages to employees of one sex at a rate less than that paid to employees of the opposite sex for equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions.

e. Job Classification and Structure – 34 CFR 106.55

(1) The employer shall not:

(a) Classify a job as being for males or for females;

(b) Maintain or establish separate lines of progression, seniority lists, career ladders, or tenure systems based on sex; or

(c) Maintain or establish separate lines of progression, seniority systems, career ladders, or tenure systems for similar jobs, position descriptions, or job requirements which classify individuals on the basis of sex, unless sex is a bona-fide occupational qualification for the positions in question as set forth in 34 CFR 106.61.

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f. Fringe Benefits – 34 CFR 106.56

(1) For the purpose of 34 CFR 106, "fringe benefits" means: Any medical, hospital, accident, life insurance or retirement benefit, service, policy or plan, any profit-sharing or bonus plan, leave, and any other benefit or service of employment not subject to the provision of 34 CFR 106.54.

(2) The employer shall not:

(a) Discriminate on the basis of sex with regard to making fringe benefits available to employees or make fringe benefits available to spouses, families, or dependents of employees differently upon the basis of the employee's sex;

(b) Administer, operate, offer, or participate in a fringe benefit plan which does not provide either for equal periodic benefits for members of each sex, or for equal contributions to the plan by the employer for members of each sex; or

(c) Administer, operate, offer, or participate in a pension or retirement plan which establishes different optional or compulsory retirement ages based on sex or which otherwise discriminates in benefits on the basis of sex.

g. Marital or Parental Status – 34 CFR 106.57

(1) The employer shall not apply any policy or take any employment action:

(a) Concerning the potential marital, parental, or family status of an employee or applicant

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for employment which treats individuals differently on the basis of sex; or

(b) Which is based upon whether an employee or applicant for employment is the head of household or principal wage earner in such employee's or applicant's family unit.

(2) The employer shall not discriminate against or exclude from employment any employee or applicant for employment on the basis of pregnancy, childbirth, false pregnancy, termination of pregnancy, or recovery therefrom.

(3) The employer shall treat pregnancy, childbirth, false pregnancy, termination of pregnancy, and recovery therefrom and any temporary disability resulting therefrom as any other temporary disability for all job-related purposes, including commencement, duration and extensions of leave, payment of disability income, accrual of seniority and any other benefit or service, and reinstatement, and under any fringe benefit offered to employees by virtue of employment.

(4) In the case of the employer which does not maintain a leave policy for its employees, or in the case of an employee with insufficient leave or accrued employment time to qualify for leave under such a policy, the employer shall treat pregnancy, childbirth, false pregnancy, termination of pregnancy, and recovery therefrom as a justification for a leave of absence without pay for a reasonable period of time, at the conclusion of which the employee shall be reinstated to the status which the employee held when the leave began or to a comparable position, without decrease in rate of

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compensation or loss of promotional opportunities, or any other right or privilege of employment.

h. Effect of State or Local Law or Other Requirements – 34 CFR 106.58

(1) The obligation to comply with 34 CFR 106.58 is not obviated or alleviated by the existence of any State or local law or other requirement which imposes prohibitions or limits upon employment of members of one sex which are not imposed upon members of the other sex.

(2) The employer which provides any compensation, service, or benefit to members of one sex pursuant to a State or local law or other requirement shall provide the same compensation, service, or benefit to members of the other sex.

i. Advertising – 34 CFR 106.59

The employer shall not in any advertising related to employment indicate preference, limitation, specification, or discrimination based on sex unless sex is a bona-fide occupational qualification for the particular job in question.

j. Pre-Employment Inquiries – 34 CFR 106.60

(1) The employer shall not make pre-employment inquiry as to the marital status of an applicant for employment, including whether such applicant is "Miss or Mrs."

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(2) The employer may make pre-employment inquiry as to the sex of an applicant for employment, but only if such inquiry is made equally of such applicants of both sexes and if the results of such inquiry are not used in connection with discrimination prohibited by 34 CFR 106.

k. Sex as a Bona-Fide Occupational Qualification – 34 CFR 106.61

The employer may take action otherwise prohibited by 34 CFR 106 Subpart E provided it is shown that sex is a bona-fide occupational qualification for that action, such that consideration of sex with regard to such action is essential to successful operation of the employment function concerned. The employer shall not take action pursuant to 34 CFR 106.61 which is based upon alleged comparative employment characteristics or stereotyped characterizations of one or the other sex, or upon preference based on sex of the employer, employees, students, or other individuals, but nothing contained in 34 CFR 106.61 shall prevent the employer from considering an employee's sex in relation to employment in a locker room or toilet facility used only by members of one sex.

5. Effect of Other Federal Provisions – 34 CFR 106.6(a)

a. The obligations imposed by 34 CFR 106 are independent of, and do not alter, obligations not to discriminate on the basis of sex imposed by Executive Order 11246, as amended; sections 704 and 855 of the Public Health Service Act (42 USC 292d and 298b-2); Title VII of the Civil Rights Act of 1964 (42 USC 2000e et seq.); the Equal

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Pay Act (29 USC 206 and 206(d)); and any other Act of Congress or Federal regulation.

b. Nothing in 34 CFR 106 may be read in derogation of any individual's rights under Title VII of the Civil Rights Act of 1964, 42 USC 2000e et seq. or any regulations promulgated thereunder.

C. Grievance Procedures

1. Upon receiving a complaint alleging sexual harassment, the employer shall review the alleged conduct to determine whether to apply the grievance procedure for Title VII or Title IX outlined in Regulation 1552. When making this determination, the

Superintendent or designee should consult with the Board Attorney to determine which definition of sexual harassment (Title VII, Title IX, or both), applies to the alleged conduct. If the alleged conduct is addressed by both definitions, the employer shall proceed with the grievance procedure outlined for Title IX in Section B. of Regulation 1552.

a. Title VII of the Civil Rights Act of 1964 – 29 CFR 1604

(1) Upon receipt of a complaint of sexual harassment under Title VII, the employer shall follow the grievance procedure outlined in Section A. of Regulation 1552.

b. Title IX of the Education Amendments of 1972 – 34 CFR 106

(1) Upon receipt of a complaint of sexual harassment under Title IX, the employer shall follow the grievance procedure outlined in Section B. of Regulation 1552.

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(2) The employer must provide to applicants for employment, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the employer notice of the employer's Title IX grievance procedures and grievance process, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the employer will respond.

29 CFR 1604
34 CFR 106

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[See POLICY ALERT Nos. 208, 217, 219, 224, and 235]

2422 STATUTORY CURRICULAR REQUIREMENTS ~~COMPREHENSIVE HEALTH AND PHYSICAL EDUCATION~~

The New Jersey Student Learning Standards (NJSLS) provide clear and consistent learning goals across distinct content areas to help prepare students for postsecondary success. The NJSLS demonstrate what students are expected to learn at specific grade levels and bands, so that every parent and teacher can understand and support learning. The NJSLS offer the foundation on which school districts build coherent curriculum and plan instruction to prepare each student with the knowledge and skills needed to succeed.

~~The Board of Education requires all students to participate in a comprehensive, sequential, health and physical education program aligned with the New Jersey Student Learning Standards (NJSLS) that emphasizes the natural interdisciplinary connection between wellness and health and physical education. The primary focus of the NJSLS is the development of knowledge and skills that influence healthy behaviors within the context of self, family, school, and the local and global community.~~

~~The curriculum requirements listed below address the need for students to gain knowledge and skill in caring for themselves, interacting effectively with others, and analyzing the impact of choices and consequences. The primary focus of the curriculum listed below is to help students develop concepts and skills that promote and influence healthy behaviors.~~

The New Jersey State Board of Education adopts the NJSLS and the ~~The NJSLS incorporate~~ New Jersey statutes **require instruction to be part of the school district's implementation of the NJSLS** ~~related to health and well-being of students in New Jersey schools~~. The following statutes **that require instruction to be part of the school district's implementation of** ~~incorporated into~~ the NJSLS include~~, but are not limited to, the following requirements~~:

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1. Accident and Fire Prevention (N.J.S.A. 18A:6-2) requires regular courses of instruction in accident and fire prevention.

2. Breast Self-Examination (N.J.S.A. 18A:35-5.4) requires offering instruction on breast self-examination for students in grades seven through twelve.

3. Bullying Prevention Programs (N.J.S.A. 18A:37-17) requires the establishment of bullying prevention programs.

4. Cancer Awareness (N.J.S.A. 18A:40-33) requires the development of a school program on cancer awareness by the Commissioner of Education.

5. Dating Violence Education (N.J.S.A. 18A:35-4.23a) requires instruction regarding dating violence in grades seven through twelve.

6. Domestic Violence Education (N.J.S.A. 18A:35-4.23) allows instruction on problems related to domestic violence and child abuse.

7. Gang Violence Prevention (N.J.S.A. 18A:35-4.26) requires instruction in gang violence prevention for elementary school students.

8. Health, Safety, and Physical Education (N.J.S.A. 18A:35-5) requires that all students in grades one through twelve participate in at least two and one-half hours of health, safety, and physical education each school week.

9. Drugs, Alcohol, Tobacco, Controlled Dangerous Substances, and Anabolic Steroids (N.J.S.A. 18A:40A-1) requires instructional programs on drugs, alcohol, anabolic steroids, tobacco, and controlled dangerous substances and the development of curriculum guidelines for each grade Kindergarten through twelve.

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10. Lyme Disease Prevention (N.J.S.A. 18A:35-5.1 through **18A:35-**5.3) requires the development of Lyme **d**~~D~~isease curriculum guidelines **for the teaching of information on the prevention of Lyme disease and other tick-borne diseases** ~~and training to all teaching staff members who instruct students with Lyme Disease~~.

11. Organ Donation (N.J.S.A. 18A:7F-4.3) requires information relative to organ donation to be given to students in grades nine through twelve.

12. Sexual Assault Prevention (N.J.S.A. 18A:35-4.3) requires the development of a sexual assault prevention education program by the Commissioner of Education for utilization by school districts.

13. Stress Abstinence (N.J.S.A. 18A:35-4.19 through ~~N.J.S.A.~~ 18A:35-4.22), also known as the "AIDS Prevention Act of 1999," requires sex education programs to stress abstinence.

14. Suicide Prevention (N.J.S.A. 18A:6-111 through **18A:6-**113) requires instruction in suicide prevention in public schools.

15. Cardiopulmonary Resuscitation (CPR)/Automated External Defibrillator (AED) (N.J.S.A. 18A:35-4.28 and 18A:35-4.29) requires public high schools and charter schools to provide instruction in cardiopulmonary resuscitation and the use of an automated external defibrillator to each student prior to graduation.

16. Sexually Explicit Images through Electronic Means (N.J.S.A. 18A:35-4.32 and **18A:35-**4.33) requires instruction, once during middle school, on the social, emotional, and legal consequences of

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distributing and soliciting sexually explicit images through electronic means.

17. History of Disabled and LGBT Persons (N.J.S.A. 18A:35-4.35 and **18A:35-**4.36) requires instruction on the political, economic, and social contributions of persons with disabilities and lesbian, gay, bisexual, and transgender people for middle and high school students.

18. Financial Literacy (N.J.S.A. 18A:35-4.34) requires instruction with basic financial literacy necessary for sound financial decision-making in each of the grades six through eight.

19. Sexual Abuse and Assault Awareness and Prevention Education (N.J.S.A. 18A:35-4.5a) requires age-appropriate sexual abuse and assault awareness and prevention education in grades preschool through twelve.

20. Curriculum to Include Instruction on Diversity and Inclusion (N.J.S.A. 18A:35-4.36a) requires instruction on diversity and inclusion in an appropriate place in the curriculum for students in grades Kindergarten through twelve.

21. Incorporation of Age-Appropriate Instruction Relative to Consent for Physical Contact and Sexual Activity (N.J.S.A. 18A:35-4.38) requires age-appropriate instruction in grades six through twelve on the law and meaning of consent for physical contact and sexual activity.

22. Health Curriculum to Include Instruction on Mental Health (N.J.S.A. 18A:35-4.39) requires health education programs to include instruction on mental health and the relation of physical and mental health for students in grades Kindergarten through twelve.

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23. Information About "New Jersey Safe Haven Infant Protection Act" Included in Public School Curriculum (N.J.S.A. 18A:35-4.40) **requires** information on the provisions of the "New Jersey Safe Haven Infant Protection Act" shall be included in curriculum for public school students in grades nine through twelve.

24. Infusion of African American Accomplishments into School Curricula (N.J.S.A. 18A:35-4.43) requires in the curriculum for all elementary and secondary students instruction that infuses into all courses on the United States the centuries of accomplishments by African Americans in the building and development of America.

25. Asian American, Pacific Islander History, Contributions; Instruction Included in Curriculum (N.J.S.A. 18A:35-4.44) requires instruction on the history and contributions of Asian Americans and Pacific Islanders in an appropriate place in the curriculum of students in grades Kindergarten through twelve as part of the district's implementation of the NJSLS in Social Studies.

26~~25~~. **Any o**~~O~~ther **s**~~S~~tatutory or **a**~~A~~dministrative **c**~~C~~odes **requiring instruction to be part of the district's implementation of the NJSLS**. ~~The Board will incorporate into its health and physical education curriculum any other requirements of the NJSLS in Comprehensive Health and Physical Education.~~

In accordance with the provisions of N.J.S.A. 18A:35-4.7, any student whose parent presents to the Principal a signed statement that any part of the instruction in health, family life education, or sex education is in conflict with **their** ~~his/her~~ conscience or sincerely held moral or religious beliefs shall be excused from that portion of the course where such instruction is being given and no penalties as to credit or graduation shall result.

The Board ~~of Education~~ must provide two and one-half hours of health, safety, and physical education courses in each school week, or proportionately less when

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holidays fall within the week. Recess period(s) shall not be used to meet the requirements of N.J.S.A. 18A:35-5, 7, and 8.

In accordance with N.J.S.A. 18A:35-4.31, the Board ~~of Education~~ shall provide a daily recess period of at least twenty minutes for students in grades Kindergarten through five. A recess period is not required on a school day in which the day is substantially shortened due to a delayed opening or early dismissal. The recess period shall be outdoors, if feasible. A student shall not be denied recess for any reason, except as a consequence of a violation of the school district's Code of Student Conduct, including a harassment, intimidation, or bullying (HIB) investigation pursuant to N.J.S.A. 18A:37-13 et seq. Students may not be denied recess more than twice per week for a violation of the Code of Student Conduct or HIB investigation and these students shall be provided restorative justice activities during the recess period.

Restorative justice activities are defined as activities designed to improve the socioemotional and behavioral responses of students through the use of more appropriate and less punitive interventions thereby establishing a more supportive and inclusive school culture. The student's recess period should be scheduled in a manner that does not interfere with the implementation of a student's Individualized Education Program (IEP). School staff may deny recess for a student on the advice of a medical professional, school nurse, or the provisions of a student's IEP and/or 504 Plan.

A copy of the NJSLS ~~for Comprehensive Health and Physical Education~~ and all related curriculum/course guides and instructional material shall be available for public inspection ~~in each school~~.

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4219 COMMERCIAL DRIVER'S LICENSE CONTROLLED SUBSTANCE AND ALCOHOL USE TESTING (M)

[See POLICY ALERT Nos. 130, 162, 217 and 218]

M

The Board of Education is committed to a safe, efficient, alcohol and drug-free workplace that protects the district's students as well as the health and safety of its employees and the general public.

~~**Select One Option Below:**~~

~~**[Option 1 - For School Districts That Contract All Transportation Services and Have No School Buses, Bus Drivers, or Employees Who Operate a School Vehicle Requiring a Commercial Driver's License (CDL)**~~

~~The Omnibus Transportation Employee Testing Act of 1991 requires all operators of commercial motor vehicles subject to the Commercial Driver's License (CDL) requirements to be tested for controlled substances and alcohol. Federal regulations of the United States Department of Transportation require that any employee using a CDL be required to submit to alcohol and controlled substance testing in accordance with 49 CFR 40 et seq.~~

~~In the event the Board contracts with a service provider for transportation, the _____ **(designated official)** will ensure all transportation contractors comply with the drug and alcohol testing requirements of Policy 4219 pursuant to 49 CFR 382 et seq. and 49 CFR 40 et seq.~~

~~The school district shall maintain and retain all records as required by Federal regulation.]~~

~~**[Option 2 - For School Districts That Have School Buses, Bus Drivers, or Employees Who Operate a School Vehicle Requiring a Commercial Driver's License (CDL)**~~

The Board requires all employees of the Board performing any safety-sensitive function to be free of drugs and alcohol and will test those employees who operate a commercial motor vehicle in accordance with 49 CFR 382 et seq and 49 CFR 40 et seq. For the purpose of this Policy "employee" means a person required to have a Commercial Driver's License (CDL) in the performance of their job responsibilities. Safety-sensitive functions as defined by 49 CFR 382.107 means any time from the time an employee begins to work or is required to be in readiness to work until the time the employee is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

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1. All time at the terminal, facility, other property, or on any public property, waiting to be dispatched, unless relieved from duty;

2. All time inspecting equipment as required by Federal law or otherwise inspecting, servicing, or conditioning any commercial motor vehicle, at any time;

3. All time spent at the driving controls of a commercial motor vehicle in operation;

4. All time, other than driving time, in or upon the commercial motor vehicle except time spent resting in an area defined as a sleeping berth;

5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded and unloaded; and

6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

The Omnibus Transportation Employee Testing Act of 1991 requires all operators of commercial motor vehicles subject to the CDL requirements to be tested for controlled substances and alcohol. Federal regulations of the U.S. Department of Transportation require that any employee using a CDL be required to submit to alcohol and controlled substance testing in accordance with 49 CFR 40.

The Board designates the **Transportation Supervisor** ~~**(designated official)**~~ as the Designated Employer Representative (DER) of the Board of Education. The Board may contract with a service agent to provide the testing services as required by Federal law. In the event the Board contracts with a service provider for transportation, the Board designee will ensure all transportation contractors comply with the drug and alcohol testing requirements of Policy 4219 pursuant to 49 CFR 382 et seq. and 49 CFR 40 et seq.

No employee at any work site will possess, manufacture, use, sell, or distribute any quantity of any controlled substance, lawful or unlawful, which in sufficient quantity could result in impaired performance, with the exception of substances administered by or under the instructions of a physician. No employee shall perform safety-sensitive functions within four hours after using alcohol and the district will not permit an employee that used alcohol within four hours of performing safety-sensitive functions to perform such functions if the district has actual knowledge of the use, in accordance with 49 CFR 392.5.

Violations

Any violation of this Policy may result in discipline, up to and including termination.

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Prohibited Substances

The presence of any of the controlled substances, listed in 49 CFR 40.87, in the body, as evidenced by the results of the initial screening and subsequent confirmatory analysis provided in this Policy, is prohibited for any employee assigned to a classification covered by this Policy. All cutoff concentrations shall be in accordance with 49 CFR 40.87. All test results shall be measured against the cutoff concentrations outlined in 49 CFR 40.87.

Testing Procedures

All testing for controlled substances will be conducted in accordance with 49 CFR 40, Subparts A, B, C, D, E, F, G, H and I. The district will only test for drugs or classes of drugs in accordance with 49 CFR 40.85. Testing for alcohol will be conducted in accordance with 49 CFR 40, Subparts J, K, L, M and N.

Definitions

"Alcohol use" means the drinking or swallowing of any beverage, liquid mixture or preparation (including medication), containing alcohol.

"Aliquot" means a fractional part of a specimen used for testing. It is taken as a sample representing the whole specimen.

"Confirmatory drug test" means a second analytical procedure performed on an aliquot of the original specimen to identify and quantify the presence of a specific drug or drug metabolite.

"Confirmed drug test" means a confirmation test result received by a Medical Review Officer (MRO) from a laboratory.

"Controlled substances" means those substances identified in 49 CFR 40.85.

"CCF" means the Federal Drug Testing Custody and Control Form.

"Designated Employer Representative (DER)" is an employee of the district authorized to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER shall receive test results and other communications for the employer consistent with the requirements of this Policy and 49 CFR 40. Service agents cannot act as a DER.

"FMCSA" means Federal Motor Carrier Safety Administration.

"Initial drug test (also known as a "Screening drug test")" means the test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

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"Initial specimen validity test" means the first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid.

"Medical Review Officer (MRO)" is a licensed physician responsible for receiving and reviewing laboratory results generated by the district's drug testing program and evaluating medical explanations for certain drug test results.

"Possess" includes, but is not limited to, either in or on the driver's person, personal effects, motor vehicle, or areas substantially entrusted to the control of the driver.

"Service agent" is any person or entity, other than an employee of the Board, who provides services specified under 49 CFR 40 to the Board.

"Substance Abuse Professional (SAP)" is a person who evaluates employees who have violated a Federal or State drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare. An individual permitted to act as a SAP must possess the credentials as outlined in 49 CFR 40.281.

"Work Site" means any motor vehicle, office, building, yard, or other location at which the driver is to perform work or any other school district property or at any school district event.

Categories of Testing

For the purpose of this Policy, the occurrence of the following circumstances/instances shall require an employee to submit to a controlled substance and alcohol screening:

1. Pre-Employment Testing

   An individual who has applied for and has been selected to operate a Board vehicle shall, before beginning employment with the Board, submit to a controlled substance screening in conjunction with any required physical examination as per Policy 4160. Such screening shall be conducted in accordance with the procedures set forth in this Policy and 49 CFR 40. No individual receiving a positive confirmed test result will be employed by the Board.

   An employer is not required to administer a controlled substances test required by 49 CFR 382.301(a) if:

   a. The employee has participated in a controlled substances testing program that met the requirements of 49 CFR 382 et seq. within the previous thirty days; and

   b. The employee while participating in that program either:

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(1) Was tested for controlled substances within the past six months (from the date of application with the employer); or

(2) Participated in the random controlled substances testing program for the previous twelve months (from the date of application with the employer.)

c. The DER must ensure that no prior employer, to the DER's knowledge, has records of a violation of a controlled substances testing program within the previous six months.

If an individual is so exempted, the DER shall contact the controlled substances testing programs in which the individual participated and shall obtain and retain from the testing program(s) the following information in accordance with 49 CFR 382.301(c):

a. Name and address of the program;

b. Verification of the individual's participation;

c. Verification that the program conforms to Federal guidelines;

d. Verification the individual qualified under the law and did not refuse to be tested for controlled substances;

e. The date the individual was last tested for controlled substances; and

f. The results of any tests taken within the previous six months and any other violations.

~~**[Optional for Districts that Conduct Pre-Employment Alcohol Tests**~~

In accordance with 49 CFR 382.301(d), the Board will conduct pre-employment alcohol tests before the first performance of safety-sensitive functions by a new employee or someone who has transferred to a position involving the performance of safety-sensitive functions. The alcohol test will be conducted after making a contingent offer of employment or transfer, subject to the employee passing the pre-employment alcohol test. All alcohol testing will be completed in accordance with 49 CFR 40 et seq. An employee will:

~~**[Select one of the following:**~~

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~~___ not begin working unless the result of the test indicates an alcohol concentration of less than 0.04.~~

___not be offered employment and/or the transfer unless the result of the test indicates an alcohol concentration of less than 0.04.

An employee who has applied for and has been selected to operate a Board vehicle or any existing employee transferring into a new position requiring the employee to operate a Board vehicle, shall submit a written consent authorizing the Board to obtain the following information from other employers who have employed the employee during any period during the two years before the date of the employee's application or transfer into the new position. The written consent from the employee will permit the DER to obtain the following information from previous Division of Transportation (DOT)-regulated employers:

a. Alcohol tests with a result of 0.04 or higher alcohol concentration;

b. Verified positive drug tests;

c. Refusals to be tested (including verified adulterated or substituted drug test results);

d. Other violations of DOT agency drug and alcohol testing regulations; and

e. With respect to any employee who violated a DOT drug and alcohol regulation, documentation of the employee's successful completion of DOT return-to-duty requirements (including follow-up tests). If this information is not available from the previous employer, the DER must seek to obtain this information from the employee.

The DER will obtain and review this information before the employee first performs safety-sensitive functions. If this is not feasible, the DER will not permit the employee to perform safety-sensitive functions after thirty days from the date the employee first performed safety-sensitive functions, unless the DER has obtained or made and documented a good faith effort to obtain this information.

2. Random Testing

Every employee shall submit to random alcohol and controlled substance testing on an unannounced and random basis resulting from the selection by a random generation methodology in accordance with 49 CFR 383.305(i). Random testing will be spread reasonably throughout any given calendar year.

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The minimum annual percentage rate for random alcohol testing shall be ten percent of the average number of driver positions. The minimum annual percentage rate for random controlled substances testing shall be twenty-five percent of the average number of driver positions. The minimum annual percentage rates may be adjusted as determined by the FMCSA Administrator in accordance with 49 CFR 382.305.

Employees shall only be random tested when performing safety-sensitive functions or immediately prior to or immediately following the performance of safety-sensitive functions.

3. Post-Accident Testing

The involvement by an employee in a motor vehicle collision while operating a Board vehicle when such accident results in property damage or personal injury, may trigger a post-accident drug and alcohol test.

As soon as practical following an occurrence, the DER will require post-accident alcohol screening for each of the surviving drivers:

a. Who was performing safety-sensitive functions with respect to a vehicle, if the accident involves the loss of human life; or

b. Who receives a citation within eight hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:

(1) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or

(2) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

c. If the alcohol test is not administered within two hours following the accident, the DER will prepare and maintain on file a record stating the reasons the test was not promptly administered. If the alcohol test is not administered within eight hours following the accident, the DER shall cease attempts to administer the alcohol test and shall prepare and maintain the same record. Records shall be submitted to the FMCSA upon request.

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As soon as possible following an occurrence, the district will require post-accident controlled substance screening for each of the surviving drivers:

a. Who was performing safety-sensitive functions with respect to a vehicle, if the accident involves the loss of human life; or

b. Who receives a citation within thirty-two hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:

(1) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or

(2) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

c. If the controlled substance test is not administered within thirty-two hours following the accident, the DER shall cease attempts to administer the controlled substance test and shall prepare and maintain on file a record stating the reasons the test was not promptly administered. Records shall be submitted to the FMCSA upon request.

An employee who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the employer to have refused to submit for testing. (An employee who is injured in an accident and requires medical care, shall submit to post-accident drug and controlled substance testing by the medical care facility providing the treatment or a designee of the Board if the facility is unable to provide the testing.) Nothing herein shall be construed to prevent the employee from leaving the scene of the accident for the period required to obtain necessary assistance or to obtain emergency medical care.

4. Reasonable Suspicion Testing

The DER shall require an employee to submit to an alcohol and/or controlled substance test when the employee is observed by a supervisor or school official who is trained in accordance with 49 CFR 382.603 and causes the observer to have reasonable suspicion to believe the employee has violated 49 CFR 382 et seq. Reasonable suspicion must exist to require the employee to undergo a test and must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances.

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Reasonable suspicion alcohol testing is authorized only if the required observations are made during, just preceding, or just after the period of the work day the employee is required to be in compliance with the testing requirements of 49 CFR 382 et seq.

Reasonable suspicion testing may be required of an employee while the employee is performing, just before the employee will perform, or just after the employee has ceased performing safety-sensitive functions.

If the alcohol test is not administered within two hours following the determination a reasonable suspicion test is required, the DER will prepare and maintain on file a record stating the reasons the test was not promptly administered. If the alcohol test is not administered within eight hours following the determination, the DER shall cease attempts to administer the alcohol test and shall state in the record the reasons for not administering the test.

No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while the employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse. The employee will also not be able to perform or continue to perform safety-sensitive functions until an alcohol test is administered and the employee's concentration measures less than 0.02 or twenty-four hours have elapsed following the determination that reasonable suspicion existed to require an alcohol test.

A written record of the observations leading to a reasonable suspicion test shall be made and signed by the supervisor and/or school official that made the observations. This record shall be made within twenty-four hours of the observed behavior or before the results of the test are released, whichever is earlier.

5. Return to Duty Testing

The district is not required to return an employee to a safety-sensitive position upon receipt of a confirmed drug and/or alcohol test.

The DER may recommend to the Superintendent of Schools the employee's employment be terminated depending on the circumstances.

The DER shall ensure that before an employee returns to duty requiring the performance of a safety-sensitive function, the employee shall undergo a return to duty alcohol test indicating a breath alcohol concentration of less than 0.02 and a controlled substances test with a result indicating a verified negative result for controlled substances use as required in 49 CFR 40.305.

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Employees permitted to return to duty are required to take return-to-duty tests and shall be evaluated by a SAP. These employees must participate in an assistance program prescribed by the SAP and as required in 49 CFR 40 Subpart O.

The SAP will determine a written follow-up testing plan for any employee who has been permitted to return to work and has successfully complied with the SAP's recommendations for education and/or treatment. Such employees are subject to a minimum of six unannounced, follow-up drug screenings and alcohol tests over the following twelve months. The testing shall not exceed forty-eight additional months. Alcohol follow-up testing shall be performed only when the employee is performing safety-sensitive functions or immediately prior to performing or immediately after performing safety-sensitive functions. All follow-up testing will be completed in accordance with 49 CFR 40.307. The SAP will comply with all reporting requirements of 49 CFR 40.311.

The Board shall make the ultimate determination to return or not return an employee to a safety-sensitive position subject to any collective bargaining agreements, if any, or other legal requirements.

Medical Review Officer (MRO) Notifications

The Board shall employ or contract with a MRO who is a licensed physician (M.D. or D.O.) and shall designate the MRO as the individual responsible for receiving laboratory results generated by the testing program. The MRO shall have knowledge of controlled substances abuse disorders and have appropriate medical training to interpret and evaluate the employee's confirmed drug test results together with his/her medical history and other biomedical data. The MRO will perform all functions and responsibilities as required in 49 CFR 40.121.

Employer Notification

The MRO may report controlled substances test results to the DER by any means of communication; however, a signed, written notification must be forwarded within three business days of the completion of the MRO's evaluation. The MRO must report all drug test results to the employer. The MRO may use a signed or stamped and dated legible photocopy of Copy 2 of the CCF to report test results or a written report that must include, at a minimum, the information required in 49 CFR 40.163.

Split Specimen Tests

Split specimen testing will be conducted in accordance with 49 CFR 40 Subpart H. The MRO will notify the Superintendent of Schools or designee if split specimen testing is requested by the employee.

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Designated Collection Facility

The Board shall designate the facility to be used for the collection of the specimen; provided, however, that the designated facility shall possess all required licenses and permits. The collection site will take place in a facility meeting the requirements of 49 CFR 40 Subpart D. The DER will ensure the collection site meets the security requirements of 49 CFR 40.43.

Designated Screening Laboratory

The Board shall designate the laboratory to which collected fluid samples will be forwarded for drug/alcohol screening. Drug testing laboratories must be certified by the Department of Health and Human Services (HHS) under the National Laboratory Certification Program (NLCP) for all testing required under 49 CFR 40. The laboratory will perform all responsibilities as required in accordance with 49 CFR 40 Subpart F.

Specimens

The normal screening methodology for controlled substances shall be urinalysis, collected by a trained representative of the Board with appropriate documentation at a site designated and approved by the Board. The presence of alcohol will be determined by an Alcohol Screening Device (ASD) or an Evidential Breath Testing Device administered by an individual certified in accordance with 49 CFR 40.211 and 49 CFR 40.213.

Refusal to Submit

An employee will be deemed as refusing to take a drug test as described in 49 CFR 40.191. As per 49 CFR 40.191, an employee refuses to take a drug test if he/she:

1. Fails to appear for any test (except a pre-employment test) within a reasonable time, as determined by the DER, consistent with applicable DOT agency regulations, after being directed to do so by the DER;

2. Fails to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;

3. Fails to provide a urine specimen for any drug test required by this Policy. An employee who does not provide a urine specimen because he or she has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;

4. Fails to permit the observation or monitoring of providing a specimen in the case of a directly observed or monitored collection in a drug test;

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5. Fails to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;

6. Fails or declines to take an additional drug test the DER or collector has directed the employee to take;

7. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER under 49 CFR 40.193(d). In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment;

8. Fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector);

9. Fails to follow the collection observer(s) instructions of which could be used to interfere with the collection process;

10. Possesses or wears a prosthetic or other device that could be used to interfere with the collection process; or

11. Admits to the collector or MRO he/she has adulterated or substituted the specimen.

If the MRO reports the employee had a verified adulterated or substituted test result, the result will be deemed refusal to take a drug test.

If an employee refuses to participate in a part of the testing process, the collector or MRO, must terminate the portion of the testing process, document the refusal on the CCF (including in the case of the collector, printing the employee's name on Copy 2 of the CCF), immediately notify the DER by any means (e.g., telephone or secure fax machine) that ensures that the refusal notification is immediately received. A referral physician (e.g., physician evaluating a "shy bladder" condition or a claim of a legitimate medical explanation in a validity testing situation) must notify the MRO, who in turn will notify the DER. In addition, the collector must note the refusal in the "Remarks" line (Step 2), and sign and date the CCF. The MRO must note the refusal by checking the "Refused to Test" box (Step 6) on Copy 2 of the CCF, and add the reason on the "Remarks" line. The MRO must then sign and date the CCF. When the employee refuses to take a non-DOT test or to sign a non-DOT form, the employee has not refused to take a DOT test. There are no consequences under DOT agency regulations for refusing to take a non-DOT test.

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Record of Negative Screening

An employee required to submit to an alcohol and/or controlled substance screening as provided in this Policy and whose screening results are negative may, at their option, have their personnel file documented to reflect the negative result.

Prescription Drugs

All bus drivers shall notify the DER of the use of any prescription drugs. The Board may require certification from the prescribing physician that the use of the prescription drug will not have an adverse effect on the driver's ability to properly perform safety-sensitive functions.

Consequences to Employees Engaging in Prohibited Conduct

An employee whose screening produces a positive result for a prohibited substance who is permitted to return to work:

1. Shall not be permitted to perform safety-sensitive functions;

2. Shall be advised by the DER of resources available to them in evaluating and resolving problems associated with the misuse of alcohol or the use of controlled substances;

3. Shall be evaluated by a SAP who shall determine what assistance, if any, is needed to resolve problems with alcohol or controlled substance use;

4. Undergo, before returning to duty, a return to duty alcohol test indicating a breath level of less than 0.02 if the conduct involved alcohol or a controlled substance test with a verified negative result;

5. If assistance was required, the employee must be evaluated by a SAP to determine that the employee has followed the rehabilitation program prescribed;

6. Be subject to unannounced follow-up alcohol and/or controlled substance abuse testing; and

7. Be subject to the disciplinary Policy and Regulations of the Board.

Return-to-Work Agreement

An employee who has been permitted to return to work and who fails to comply with any of the terms of a Return to Work Agreement, if provided at the employer's discretion, shall be subject to disciplinary action which may include termination.

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Maintenance and Retention of Records

The DER shall maintain and retain all records as required by Federal regulation. Records shall include at least the following:

1. Records Related to the Collection Process

    a. Collection logbooks (if used);

    b. Documents related to the random selection process;

    c. Calibration documentation for Evidential Breath Testing Devices (EBT's);

    d. Documentation of Breath Alcohol Technician (BAT) training;

    e. Documentation of reasoning for reasonable suspicion testing;

    f. Documentation of reasoning for post-accident testing;

    g. Documents verifying a medical explanation for the inability to provide adequate breath or urine for testing; and

    h. Consolidated annual calendar year summaries.

2. Records Related to the Employee's Test Results

    a. Employer's copy of the alcohol test form, including results;

    b. Employer's copy of the controlled substance test chain of custody and control form;

    c. Documents sent to the employer by the MRO;

    d. Documentation of any employee's refusal to submit to a required alcohol or controlled substance test; and

    e. Documents provided by an employee to dispute results of test.

3. Documentation of any Other Violations of Controlled Substance Use or Alcohol Misuse Policies

4. Records Related to Evaluations and Training

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a. Records pertaining to the SAP's determination of an employee's need for assistance;

b. Records concerning an employee's compliance with the SAP's recommendations, and records related to education and training;

c. Materials on drug and alcohol awareness, including a copy of the employer's policy on drug use and alcohol misuse;

d. Documentation of compliance with the requirement to provide employees with educational material, including an employee's signed receipt of materials;

e. Documentation of supervisor training; and

f. Certification that training conducted under this Policy complies with all requirements of the Policy.

5. Records Related to Drug Testing

a. Agreements with collection site facilities, laboratories, MROs, and consortia;

b. Names and positions of officials and their role in the employer's alcohol and controlled substance testing program;

c. Monthly statistical summaries of urinalysis; and

d. The employer's drug testing policy and procedures.

6. Required Period of Retention

Document to be maintained	Period required to be maintained
Alcohol test results indicating a breath alcohol concentration of 0.02 or greater	5 Years
Verified positive controlled substance test results	5 Years
Documentation of refusals to submit to required alcohol or controlled substance tests	5 Years
Calibration documentation	5 Years

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Records related to the administration of the alcohol and controlled substances testing program, including records of all driver violations	5 Years
Driver evaluations and referrals	5 Years
A copy of each annual calendar year summary	5 Years
Records obtained from previous employers concerning alcohol and drug testing	3 Years
Records related to the alcohol and controlled substances collection process (except calibration of evidential breath testing devices)	2 Years
Records related to negative and canceled controlled substance test results	1 Year
Alcohol test results indicating a breath alcohol concentration less than 0.02	1 Year
Records related to the education and training of breath alcohol technicians, screening test technicians, supervisors, and drivers shall be maintained by the employer while the individual performs the functions which require the training and for two years after ceasing to perform those functions	Indefinite time period

Other specific types of records shall be maintained in accordance with 49 CFR 382.401.

7. Location of Records

All required records shall be maintained in accordance with Policy 8320. Records shall be made available for inspection at the Board Offices within two business days after a request has been made by an authorized representative of the FMCSA.

8. Annual Calendar Year Summary

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The DER shall prepare and maintain an annual calendar year summary of the results of its alcohol and substance abuse testing programs. The summary shall be completed no later than March 15 of each year covering the previous calendar year. The DER upon request of the FMCSA will provide the annual summary to that agency in the required format.

9. Employee Information Program

The Board will provide an employee information program. The DER will be responsible for implementing the program and shall ensure that each employee receives information in the manner specified below:

a. By receiving a copy of this Policy and any subsequent revisions.

b. The DER will provide written notice to employees of the following information:

(1) The identity of the person designated by the employer to answer employee questions about the materials;

(2) Which employees are subject to the alcohol misuse and controlled substance requirements;

(3) Explanation of what constitutes a safety-sensitive function, so as to make clear what period of the workday the employee is required to be in compliance;

(4) Specific information concerning employee conduct that is prohibited;

(5) The circumstances under which an employee will be tested for alcohol and/or controlled substances;

(6) The procedures that will be used to test for the presence of alcohol and controlled substances;

(7) The requirement that an employee submit to alcohol and controlled substance tests;

(8) An explanation of what constitutes a refusal to submit to an alcohol or controlled substance test;

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(9) The consequences for employees found to have violated the prohibitions of this Policy, including the immediate removal of the employee from safety-sensitive functions;

(10) The consequences for employees found to have an alcohol concentration level of 0.02 or greater but less than 0.04; and

(11) Information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life. Signs and symptoms of an alcohol or controlled substances problem, and available methods of intervening when an alcohol or a control substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management.**]**

Omnibus Transportation Employee Testing Act of 1991
49 CFR 40 et seq.
49 CFR 382 et seq.
49 CFR 395.2

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5330.04 ADMINISTERING AN OPIOID ANTIDOTE (M)

[See POLICY ALERT No. 210, 217 and 220]

M

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

N.J.S.A. 18A:40-12.24.a.(1) requires schools with any of the grades nine through twelve to comply with the provisions of the law and permits schools with students in other grades to comply with the provisions of N.J.S.A. 18A:40-12.24.a.(1). Therefore, the Board extends the provisions of N.J.S.A. 18A:40-12.23 through 12.27 to schools with anyone under the influence of opioids.

N.J.S.A. 18A:40-12.24 requires a school to obtain a standing order for opioid antidotes pursuant to the "Overdose Prevention Act" - N.J.S.A. 24:6J-1 et seq. The school shall maintain a supply of opioid antidotes under the standing order in a secure, but unlocked and easily accessible location. The opioid antidotes shall be accessible in the school during regular school hours and during school-sponsored functions that take place in the school or on school grounds adjacent to the school building. ~~**[Option -** The Board may, in its discretion, make an opioid antidote accessible during school-sponsored functions that take place off school grounds.**]**~~

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

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

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

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

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be presumed by the prescribing or dispensing health care practitioner to be capable of administering the opioid antidote, consistent with the express statutory requirement.

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

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

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

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

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

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

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

N.J.S.A. 18A:40-12.23; 18A:40-12.24; 18A:40-12.25;
18A:40-12.26; 18A:40-12.27
N.J.S.A. 24:6J-1 et seq.

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[See POLICY ALERT No. 236]

9130 PUBLIC COMPLAINTS ~~AND GRIEVANCES~~

The Board of Education shall establish procedures for the hearing and settlement of ~~Any person or group having a legitimate interest in the schools of this district may present a request, suggestion, or~~ complaint**s** concerning district **staff members** ~~personnel~~, the educational program, instructional or resource materials, or the operations of the district. **Complaints regarding library material as defined in N.J.S.A. 18A:34A-3 shall be addressed in accordance with Policy** ~~**and Regulation**~~ **2535**. The ~~Board directs the establishment of~~ procedures for the hearing and settlement of ~~requests and~~ complaints **shall** ~~that~~ provide a means for resolving **complaints** ~~them~~ fairly and impartially~~,~~ **and** permit appropriate **resolution** ~~redress, and protect district personnel from unnecessary harassment~~.

~~**The grievance procedure outlined in Regulation 9130 shall not be utilized by a district staff member or Board member unless the district staff member or Board member is doing so in their capacity as a parent of a student currently enrolled in the district.**~~

When a Board member is confronted with **a complaint concerning district staff members, the educational program, instructional or resource materials, or the operations of the district** ~~an issue~~, **the Board member** ~~he/she~~ will withhold comment~~, commitment, and/or opinion~~ and refer the complaint ~~or inquiry~~ to the Superintendent **in accordance with N.J.S.A. 18A:12-24.1.j.**, who shall review the complaint **in accordance with the Channels of Communication.** ~~**with Regulation 9130** according to established procedures~~.

~~Only in those cases where satisfactory adjustment cannot be made by the Superintendent and the staff shall communications and complaints be referred to the Board for resolution.~~

Any misunderstandings or disputes between the public and ~~school~~ district staff **members** should, whenever possible, be settled by direct, informal discussions

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among the interested parties. It is only when such informal meetings fail to resolve differences that more formal procedures shall be employed. ~~A complaint about a school program or personnel should be addressed to the Building Principal; a complaint about instructional or resource materials should be addressed to the Superintendent.~~

Individuals with concerns or complaints should refer to the district's Chain of Communication protocol, located on the district website, which provides guidance on the appropriate channels to ensure concerns are addressed efficiently and expeditiously. More formal procedures shall be employed only when such informal processes do not result in resolution.

~~The Superintendent shall establish~~ **P**~~p~~rocedures for the **resolution** ~~hearing~~ of ~~requests and~~ complaints regarding district **staff members** ~~personnel~~, the educational program, instructional and resource materials, and the operation**s** of the ~~school~~ district **shall**~~. Procedures will~~ be governed by **the Channels of Communication** ~~**Regulation 9130.** the following guidelines:~~

~~1. The matter will be resolved initially, wherever possible, by informal discussions between or among the interested parties.~~

~~2. A matter that cannot be resolved informally may be appealed at successive levels of authority, up to and including the Board of Education.~~

~~3. The complaint and its immediate resolution be reduced to writing at the first and at each successive level of appeal.~~

~~4. A reasonable period of time, not to exceed _____ working days, will be permitted for the filing of an appeal in writing at each successive level. A decision at each level of appeal must be rendered no later than _____ working days after the appeal is filed, except that the Board shall have thirty calendar days to make its decision.~~

~~5. In the case of complaints about instructional or resource materials, the initial complaint must set forth in writing the author, title, and publisher of the materials as well as those specific portions of the~~

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~~material or the work to which objection is taken; the complainant's familiarity with the work; the reasons for the objection; and the use of the work in the schools. The Superintendent shall appoint a committee of professional staff members and community representatives to review the challenged material against the standards for the selection of resource materials established by Board policy. The committee will report its findings to the Board. No challenged material may be removed from the curriculum or from a collection of resource materials except by action of the Board of Education, and no challenged material may be removed solely because it presents ideas that may be unpopular or offensive to some. Any Board action to remove material will be accompanied by the Board's statement of its reasons for the removal.~~

~~6. A complainant shall be notified that a decision of the Board may be appealed to the Commissioner of Education.~~

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REGULATION GUIDE

[See POLICY ALERT No. 236]

R 1552 SEXUAL HARASSMENT – STAFF

The Board of Education will not tolerate sexual harassment of employees by other school employees or third parties. The employer shall investigate and resolve allegations of sexual harassment pursuant to Title VII of the Civil Rights Act of 1964 (29 CFR 1604); Title IX of the of the Education Amendments of 1972 (34 CFR 106); Policy 1552; and this Regulation.

A. Title VII of the Civil Rights Act of 1964 – 29 CFR 1604

1. Sexual Harassment – 29 CFR 1604.11

a. Definition of Sexual Harassment – Title VII

(1) Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

(a) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,

(b) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or

(c) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

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b. With respect to conduct between fellow employees, an employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can show that it took immediate and appropriate corrective action.

c. The employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action.

d. The employer should take all steps necessary to prevent sexual harassment from occurring, such as affirmatively raising the subject, expressing strong disapproval, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment under Title VII, and developing methods to sensitize all concerned.

(1) The employee may submit a complaint, under 29 CFR 1604 to the Affirmative Action Officer.

(2) Upon receipt of the complaint the employer shall initiate the grievance procedure in accordance with Regulation 1552.

e. Where employment opportunities or benefits are granted because of an individual's submission to the employer's sexual advances or requests for sexual favors, the employer may be held liable for unlawful sex discrimination against other individuals who were qualified for but denied that employment opportunity or benefit.

2. Grievance Procedure for Title VII Complaints

The following grievance procedure shall be used for an allegation(s) of sexual harassment:

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a. Reporting of Sexual Harassment Conduct

(1) Any individual with any information regarding actual and/or potential sexual harassment of an employee must report the information to the Principal, their immediate supervisor, the Title IX Coordinator, or the Affirmative Action Officer. The employer's Title IX Coordinator and the Affirmative Action Officer may be the same individual.

(2) The employer can learn of sexual harassment through other means such as from a witness to an incident, an anonymous letter, or a telephone call.

(3) The report may be made: in person; in writing; verbally by telephone; by mail to the office address; or by electronic mail. The report may be reported during business or non-business hours.

(4) A report to the Principal or an immediate supervisor will be forwarded to the Superintendent or designee and Affirmative Action Officer within one working day, even if the Principal or immediate supervisor feels sexual harassment conduct was not present.

(5) In the event the report alleges conduct by the Principal or the Affirmative Action Officer, the report shall be submitted to the Superintendent who will designate a school official to assume the Principal's or Affirmative Action Officer's responsibilities.

b. Affirmative Action Officer's Investigation

(1) Upon receipt of any report of potential sexual harassment conduct, the Affirmative Action Officer will begin an immediate investigation. The Affirmative Action Officer will promptly

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investigate all alleged complaints of sexual

harassment, whether or not a formal grievance is filed, and steps will be taken to resolve the situation, if needed. This investigation will be prompt, thorough, and impartial. The investigation will be completed no more than ten working days after receiving notice.

(2) When an employee provides information about possible sexual harassment, the Affirmative Action Officer will initially discuss what actions the employee seeks in response to the sexual harassment.

(3) The investigation may include, but is not limited to, interviews with all individuals with potential knowledge of the alleged conduct, interviews with any employee(s) who may have been sexually harassed in the past by the employee, and any other reasonable methods to determine if sexual harassment conduct existed.

(4) The Affirmative Action Officer may request an employee involved in the investigation to assist in the investigation.

(5) The Affirmative Action Officer will provide a copy of Policy 1552 and this Regulation to all individuals who are interviewed with potential knowledge, upon request, and to any other individual the Affirmative Action Officer feels would be served by a copy of such documents.

(6) Any individual interviewed by the Affirmative Action Officer may be provided an opportunity to present witnesses and other evidence.

(7) The Affirmative Action Officer and/or Superintendent will contact law enforcement

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agencies if the conduct could potentially be criminal in nature.

(8) The employer may take interim measures during an investigation of a complaint.

(9) The Affirmative Action Officer will consider particular issues of welcomeness based on the allegations.

c. Investigation Results

(1) Upon the conclusion of the investigation, but not later than ten working days after reported to the Affirmative Action Officer, the Affirmative Action Officer will prepare a summary of findings to the parties. At a minimum, this summary shall include the individual(s) providing notice to the employer and the employee(s) who was alleged to be sexually harassed.

(2) The Affirmative Action Officer shall make a determination whether sexual harassment conduct was present.

(3) If the Affirmative Action Officer concludes sexual harassment conduct was not, or is not present, the investigation is concluded.

(4) If the Affirmative Action Officer determines that sexual harassment has occurred, the employer shall take reasonable and effective corrective action, including steps tailored to the specific situation. Appropriate steps will be taken to end the harassment such as counseling, warning, and/or disciplinary action. The steps will be based on the severity of the harassment or any record of prior incidents or both. A series of escalating consequences may be necessary if the initial steps are ineffective in stopping the harassment.

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(5) In the event the Affirmative Action Officer determines a hostile environment exists, the Superintendent shall take steps to eliminate the hostile environment. The employer may need to deliver special training or other interventions to repair the educational environment. Other measures may include directing the harasser to apologize to the employee that was sexually harassed, dissemination of information, distribution of new policy statements or other steps to communicate the message that the employer does not tolerate sexual harassment and will be responsive to any employee that reports such conduct.

(6) In some situations, the employer may need to provide other services to the employee that was sexually harassed, if necessary, to address the effects of the sexual harassment on that employee. Depending on the type of sexual harassment found, these additional services may include an independent reassessment of the work performance of the employee that was sexually harassed, counseling, and/or other measures that are appropriate to the situation.

(7) The Superintendent will take steps to avoid any further sexual harassment and to prevent any retaliation against the employee who made the complaint, was the subject of the sexual harassment, or against those who provided the information or were witnesses.

(a) The Affirmative Action Officer will inform the employee that was sexually harassed to report any subsequent problems and will make follow-up inquiries to see if there have been any new incidents or retaliation.

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(8) All sexual harassment grievances and accompanied investigation notes will be maintained in a confidential file by the Affirmative Action Officer.

d. Affirmative Action Officer's Investigation Appeal Process

(1) Any individual found by the Affirmative Action Officer's investigation to be guilty of sexual harassment conduct, or any individual who believes they were sexually harassed but not supported by the Affirmative Action Officer's investigation, may appeal to the Superintendent.

(a) The Superintendent will make their determination within ten working days of receiving the appeal.

(2) Any individual who is not satisfied with the Superintendent's determination may appeal in writing to the Board.

(a) The Board will make its determination within forty-five calendar days of receiving an appeal from the Superintendent's determination.

3. United States Equal Employment Opportunity Commission (EEOC) Case Resolution

Individuals not satisfied with the resolution of a Title VII allegation of sexual harassment by the employer may request the EEOC to investigate the allegations.

a. Any alleged victim of sexual harassment may appeal a decision of the Affirmative Action Officer, Superintendent, or the employer to the EEOC.

b. Any individual may report an allegation of sexual harassment to the EEOC at any time. If the EEOC is asked to investigate or otherwise resolve incidents of sexual harassment of employees, the EEOC will consider whether:

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(1) The employer has a policy prohibiting sexual harassment and a grievance procedure;

(2) The employer has appropriately investigated or otherwise responded to allegations of sexual harassment; and

(3) The employer has taken immediate and appropriate corrective action responsive to quid pro quo or hostile environment sexual harassment.

B. Title IX of the of the Education Amendments of 1972 – 34 CFR 106

1. Definitions – 34 CFR 106.30

a. For the purpose of Section B. of this Regulation and in accordance with 34 CFR 106:

(1) "Sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

(a) An employee of the employer conditioning the provision of an aid, benefit, or service of the employer on an employee's participation in unwelcome sexual conduct;

(b) Unwelcome conduct determined by a reasonable individual to be so severe, pervasive, and objectively offensive that it effectively denies an individual equal access to the employer's education program or activity; or

(c) "Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8), or "stalking" as defined in 34 USC 12291(a)(30).

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(2) "Complainant" means an employee currently employed by the employer who is alleged to be the victim of conduct that could constitute sexual harassment.

(3) "Decision-maker" (34 CFR 106.45(b)(7)) means an employee(s) who is not the Title IX Coordinator or the employee who conducted the investigation, designated by the Superintendent, to objectively evaluate the relative evidence and reach conclusions about whether the respondent is responsible for the alleged sexual harassment in accordance with the provisions of 34 CFR 106.

(4) "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the employer investigate the allegation of sexual harassment. The phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the employer) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the individual filing the formal complaint.

(5) "Investigator" (34 CFR 106.45(b)(5)) means an employee(s) who may be the Title IX Coordinator and who is not a decision-maker designated by the Superintendent to investigate alleged sexual harassment in accordance with 34 CFR 106. The investigator may be the employer's Affirmative Action Officer only if the Affirmative Action Officer is not the Title IX decision-maker.

(6) "Program or activity" and "program" (34 CFR 106.2(h)(2)(ii)) means all of the operations of a local educational agency (as defined in 20 USC 8801), system of vocational education, or other school system.

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(a) "Education program or activity" (34 CFR 106.44(a)) includes locations, events, or circumstances over which the employer exercised substantial control over both the respondent and the context in which the sexual harassment occurs.

(7) "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

(8) "Title IX Coordinator" (34 CFR 106.8(a)) means an individual designated and approved by the employer to coordinate its efforts to comply with its responsibilities under 34 CFR 106, Policy 1552, and this Regulation. The individual must be referred to as the "Title IX Coordinator" and may also be the investigator but cannot be the decision-maker.

2. Employer's Response to Sexual Harassment – 34 CFR 106.44

a. The employer with actual knowledge of sexual harassment in an education program or activity of the employer against an individual in the United States, must respond promptly in a manner that is not deliberately indifferent.

(1) The employer has "actual knowledge" when an employee receives a complaint of sexual harassment or an employee is aware of behavior that could constitute sexual harassment.

(a) Any school employee who receives a complaint of sexual harassment or is aware of behavior that could constitute sexual harassment is required to report that information to the Title IX Coordinator.

(2) The employer is deliberately indifferent only if the employer's response to sexual harassment is clearly unreasonable in light of the known circumstances, pursuant to 34 CFR 106.44(a).

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The United States Department of Education Office of Civil Rights may not deem the employer to have satisfied the employer's duty to not be deliberately indifferent under 34 CFR 106 based on the employer's restriction of rights protected under the United States Constitution, including the First Amendment, Fifth Amendment, and Fourteenth Amendment.

b. Informal Resolution – 34 CFR 106.45

(1) The employer may not require as a condition of employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment. Similarly, the employer may not require the parties to participate in an informal resolution process and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility, the employer may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the employer:

(a) Provides to the parties a written notice disclosing: the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided; however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared; and

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(b) Obtains the parties' voluntary, written consent to the informal resolution process.

3. Grievance Process - 34 CFR 106.45

a. The employer will use the grievance process outlined in 34 CFR §106.45 and this Regulation to address formal complaints of sexual harassment.

b. Parents, students, unions and associations, and staff members shall receive notice of the grievance procedures and the Title IX Coordinator's name or title, office, address, email address, and telephone number in accordance with 34 CFR 106.8(a).

c. The employer's grievance process may, but need not, provide for a hearing pursuant to 34 CFR 106.45(b)(6)(ii).

d. The Title IX Coordinator must promptly contact the complainant in accordance with 34 CFR 106.44(a).

e. In response to a formal complaint, the employer will follow a grievance process that complies with 34 CFR 106.45.

(1) Upon receipt of a formal complaint, the Title IX Coordinator shall provide written notice to the parties who are known in accordance with 34 CFR 106.45(b)(2)(i).

(2) The Title IX Coordinator shall provide the investigator with a copy of the formal complaint if the Title IX Coordinator is not the investigator.

(3) The investigator shall investigate the allegations contained in a formal complaint pursuant to 34 CFR 106.45(b).

f. The investigator shall create an investigative report in accordance with the provisions of 34 CFR 106.45(b)(5)(vii).

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(1) The investigator will attempt to collect all relevant information and evidence.

(2) While the investigator will have the burden of gathering evidence, it is crucial that the parties present evidence and identify witnesses to the investigator so that they may be considered during the investigation.

(3) While all evidence gathered during the investigative process and obtained through the exchange of written questions will be considered, the decision-maker may in their discretion grant lesser weight to last minute information or evidence introduced through the exchange of written questions that was not previously presented for investigation by the investigator.

(4) To the greatest extent possible, and subject to Title IX, the employer will make reasonable accommodations in an investigation to avoid potential re-traumatization of a complainant.

(5) The investigative report shall be provided to the decision-maker in accordance with the provisions of 34 CFR 106.45(b)(6)(ii).

g. The decision-maker, who cannot be the same person as the Title IX Coordinator or the investigator, shall issue a written determination regarding responsibility pursuant to 34 CFR 106.45(b)(7).

(1) To reach this determination, the decision-maker will apply

[Select One Option Below

___ the preponderance of the evidence standard,

___ clear and convincing evidence standard,**]**

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which shall be the same standard of evidence for formal complaints against students as for formal complaints against employees, including faculty, and apply the same standard of evidence to all formal complaints of sexual harassment pursuant to 34 CFR 106.45(b)(1)(vii).

(2) The decision-maker will facilitate a written question and answer period between the parties.

(a) Each party may submit their written questions for the other party and witnesses to the decision-maker for review.

(b) The questions must be relevant to the case and the decision-maker will determine if the questions submitted are relevant and will then forward the relevant questions to the other party or witnesses for a response.

(c) The decision-maker shall then review all the responses, determine what is relevant or not relevant, and issue a decision as to whether the respondent is responsible for the alleged sexual harassment.

(d) The decision-maker will issue a written determination following the review of evidence. The written determination will include:

(i) Identification of allegations potentially constituting sexual harassment as defined in Policy and Regulation 1552 and 34 CFR 106.30;

(ii) A description of the procedural steps taken from the receipt of the complaint through the determination, including any notifications to the

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parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;

(iii) Findings of fact supporting the determination, conclusions regarding the application of this formal grievance process to the facts; and

(iv) A statement of and rationale for the result as to each allegation, including any determination regarding responsibility, any disciplinary sanctions the decision-maker imposed on the respondent that directly relate to the complainant, and whether remedies designed to restore or preserve equal access to the employer's education program or activity will be provided to the complainant; and procedures and permissible bases for the parties to appeal the determination.

(e) The written determination will be provided to the parties simultaneously.

(f) Notwithstanding a temporary delay of the grievance procedure or the limited extension of the grievance procedure time frames with good cause, the written determination shall be provided within sixty calendar days from receipt of the complaint.

(i) The sixty calendar day time frame does not include the appeal process.

4. Appeals – 34 CFR 106.45(b)(8)

a. The employer will offer both parties an appeal from a determination regarding responsibility, and from the Title

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IX Coordinator's dismissal of a formal complaint or any allegations therein in accordance with 34 CFR 106.45(b)(8)(i).

b. As to all appeals, the employer will comply with the requirements of 34 CFR 106.45(b)(8).

c. The Superintendent shall designate an appeal officer for each appeal filed.

(1) The appeal officer shall not be the same individual as the decision-maker that reached the determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator in accordance with 34 CFR 106.45(b)(8)(iii)(B).

(2) Ensure that the appeal officer complies with the standards set forth in 34 CFR 106.45(b)(1)(iii).

d. The employer shall give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.

e. The employer shall administer the appeal process, but is not a party and will not advocate for or against any appeal.

f. A party may appeal only on the following grounds and the appeal shall identify the reason(s) why the party is appealing:

(1) There was a procedural error in the hearing process that materially affected the outcome;

(a) Procedural error refers to alleged deviations from employer policy, and not challenges to policies or procedures themselves;

(2) There is new evidence that was not reasonably available at the time of the hearing and that could have affected the outcome;

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(3) The decision-maker had a conflict of interest or bias that affected the outcome;

(4) The determination regarding the policy violation was unreasonable based on the evidence before the decision-maker:

(a) Appealing on this basis is available only to a party who participated in the hearing; and

(5) The sanctions were disproportionate to the hearing officer's findings.

(6) The employer may offer an appeal equally to both parties on additional bases.

g. The appeal must be submitted in writing to the Title IX Coordinator within ten calendar days following the issuance of the notice of determination.

h. The appeal must identify the ground(s) for appeal and contain specific arguments supporting each ground for appeal.

i. The Title IX Coordinator shall notify the other party of the appeal, and that other party shall have an opportunity to submit a written statement in response to the appeal, within ten calendar days.

j. The Title IX Coordinator shall inform the parties that they have an opportunity to meet with the appeal officer separately to discuss the proportionality of the sanction.

k. The appeal officer shall decide the appeal considering the evidence presented at the hearing, the investigation file, and the appeal statements of both parties.

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l. In disproportionate sanction appeals, input the parties provided during the meeting may also be considered.

m. The appeal officer shall summarize their decision in a written report that will be sent to the complainant and respondent within twenty calendar days of receiving the appeal.

5. Supportive Measures – 34 CFR 106.30

a. "Supportive measures" mean non-disciplinary, non-punitive, individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed pursuant to 34 CFR 106.30(a).

b. The employer's response must treat complainants and respondents equitably by offering supportive measures as defined in 34 CFR 106.30 to a complainant, and by following a grievance process that complies with 34 CFR 106.45 before the imposition of any disciplinary sanctions or other actions that are not supportive measures as defined in 34 CFR 106.30, against a respondent.

c. The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures as defined in 34 CFR 106.30, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

(1) Supportive measures shall be available to the complainant, respondent, and as appropriate, witnesses or other impacted individuals.

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d. The Title IX Coordinator shall maintain consistent contact with the parties to ensure that safety, emotional well-being and physical well-being are being addressed.

e. Generally, supportive measures are meant to be short-term in nature and will be re-evaluated on a periodic basis.

(1) To the extent there is a continuing need for supportive measures after the conclusion of the resolution process, the Title IX Coordinator will work with appropriate employer resources to provide continued assistance to the parties.

f. The employer is required to offer supportive measures to the complainant even if the respondent ceased being employed by the employer prior to the filing of a formal complaint.

(1) If the respondent ceases to be employed by the employer after a formal complaint is filed, the employer may dismiss the complaint, but must still offer supportive measures to the complainant pursuant to 34 CFR 106.45(b)(3)(ii).

6. Remedies - 34 CFR 106.45

a. The Title IX Coordinator shall be responsible for effective implementation of any remedies in accordance with 34 CFR 106.45(b)(7)(iv).

b. Following receipt of the written determination from the decision-maker, the Title IX Coordinator will facilitate the imposition of sanctions, if any, the provision of remedies, if any, and to otherwise complete the formal resolution process.

(1) Emergency Removal

Nothing in 34 CFR 106 precludes the employer from removing a respondent from the employer's education program or activity on an emergency

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basis, provided that the employer undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

(2) Administrative Leave

Nothing in 34 CFR 106 Subpart D precludes the employer from placing an employee on administrative leave during the pendency of a grievance process that complies with 34 CFR 106.45. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

c. The Superintendent or designee, after consultation with the Title IX Coordinator, will determine the sanctions imposed and remedies provided, if any.

(1) The imposition of sanctions or provisions of remedies will be revisited by the Title IX Coordinator following the appeal officer's decision, as appropriate.

d. The Title IX Coordinator must provide written notice to the parties simultaneously.

e. The employer must disclose to the complainant the sanctions imposed on the respondent that directly relate to the complainant when such disclosure is necessary to ensure equal access to the employer's education program or activity.

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(1) Remedies and supportive measures that do not impact the respondent should not be disclosed in the written determination; rather the determination should simply state that remedies will be provided to the complainant.

f. It is important to note that conduct that does not meet the criteria under Title IX may violate other Federal or State laws or employer policies regarding employee misconduct or may be inappropriate and require an immediate response in the form of supportive measures and remedies to prevent its recurrence and address its effects.

7. Recordkeeping – 34 CFR 106.45(b)(10)

a. The employer must maintain for a period of seven years records of:

(1) Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript required under 34 CFR 106.45(b)(6)(i), any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the employer's education program or activity;

(2) Any appeal and the result therefrom;

(3) Any informal resolution and the result therefrom; and

(4) All materials used to train Title IX Coordinators, investigators, decision-makers, and any individual who facilitates an informal resolution process. The employer must make these training materials publicly available on its website, or if the employer does not maintain a website the employer must make these materials available upon request for inspection by members of the public.

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b. For each response required under 34 CFR 106.44, the employer must create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the employer must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the employer's education program or activity. If the employer does not provide a complainant with supportive measures, then the employer must document the reasons why such a response was not clearly unreasonable in light of the known

circumstances. The documentation of certain bases or measures does not limit the employer in the future from providing additional explanations or detailing additional measures taken.

8. Compliance

The Superintendent or designee shall consult with the Board Attorney to ensure the employer's response to any allegations of sexual harassment and the employer's grievance process are in accordance with 34 CFR 106.44 and 34 CFR 106.45.

9. Training

a. The Superintendent or designee shall ensure that Title IX Coordinators, investigators, decision-makers, appeal officers, and any person who facilitates an informal resolution process, receive training in accordance with 34 CFR 106.45(b)(1)(iii).

(1) The employer must ensure that decision-makers receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in 34 CFR 106.45(b)(6).

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(2) The employer also must ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in 34 CFR 106.45 (b)(5)(vii). Any materials used to train Title IX Coordinators, investigators, decision-makers, and any individual who facilitates an informal resolution process, must not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment.

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R 5330.04 ADMINISTERING AN OPIOID ANTIDOTE (M)

[See POLICY ALERT No. 217 and 220]

M

A. Definitions

1. "Opioid antidote" means any drug, regardless of dosage amount or method of administration, which has been approved by the United States Food and Drug Administration (FDA) for the treatment of an opioid overdose. "Opioid antidote" includes, but is not limited to, naloxone hydrochloride, in any dosage amount, which is administered through nasal spray or any other FDA-approved means or methods.

2. "Opioid overdose" means an acute condition including, but not limited to, extreme physical illness, decreased level of consciousness, respiratory depression, coma, or death resulting from the consumption or use of an opioid drug or another substance with which an opioid drug was combined, and that a layperson would reasonably believe to require medical assistance.

3. "School-sponsored function" means any activity, event, or program occurring on or off school grounds, whether during or outside of regular school hours, that is organized or supported by the school.

   a. The requirements of N.J.S.A. 18A:40-12.23 through 12.27 only apply to school-sponsored functions that take place in the school or on school grounds adjacent to the school building.

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

1. In accordance with N.J.S.A. 24:6J-4(a)(1)(f) and N.J.S.A. 24:6J-4(a)(2)(c), the school physician may prescribe or dispense an opioid antidote through a standing order to the school district, school, or certified school nurse for administration to overdose victims. The school physician's standing order must specify, at a minimum, the following:

   a. The certified school nurse is authorized to directly administer the opioid antidote to overdose victims in the event of an emergency; and

   b. The school district, school or certified school nurse may also dispense or grant access, in emergency situations, to other persons employed by the district or school who have certified to having received training in the administration of the opioid antidote and overdose prevention information.

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2. The school nurse in each school that includes any of the grades designated by the Board in Policy 5330.04 shall obtain a standing order for opioid antidotes pursuant to the "Overdose Prevention Act" – N.J.S.A. 24:6J-1 et seq.

    a. Written standing orders shall be reviewed and reissued before the beginning of the school year in accordance with N.J.A.C. 6A:16-2.3(a)4(vi).

3. The school nurse shall be responsible to:

    a. Maintain a supply of opioid antidotes that have been prescribed under a standing order in a safe and secure, but unlocked and easily accessible location in the school:

        (1) The opioid antidotes shall be accessible in the school during regular school hours and during school-sponsored functions that take place in the school or on school grounds adjacent to the school building.

    b. Document the administration of an opioid antidote on a student's health record;

    c. Monitor the on-site inventory and replacement of the opioid antidote supply;

    d. Ensure the replacement of the opioid antidote supply following use or expiration of the opioid antidote; and

    e. Plan for the disposal of administered opioid antidote and expired opioid antidote applicators.

4. Opioid antidotes shall be maintained by a school pursuant to N.J.S.A. 18A:40-12.24.b.(1) in quantities and types deemed adequate by the Board, in consultation with the New Jersey Department of Education (NJDOE) and the Department of Human Services.

~~**[Option – Option D.1.c. below must be included if this Option B.5. is selected**~~

~~5. The Superintendent or designee may, in his/her discretion, make an opioid antidote accessible during designated school-sponsored functions that take place off school grounds pursuant to N.J.S.A. 18A:40-12.24.b.(2).**]**~~

C. Authorization and Training for Administering an Opioid Antidote

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1. The school nurse shall have the primary responsibility for the emergency administration of an opioid antidote.

2. However, the Board upon the recommendation of the Superintendent shall designate additional employees who volunteer to administer an opioid antidote in the event that a person experiences an opioid overdose when the nurse is not physically present at the scene.

[Optional

~~a. The district shall provide in writing to the school nurse and each employee designated by the Board written approval to administer an opioid antidote pursuant to N.J.S.A. 18A:40-12.24.c.(1). Each written approval shall be kept on file in the school nurse's office.~~

b. The district shall notify all school staff members of the identity of each employee approved and designated by the Board to administer an opioid antidote pursuant to N.J.S.A. 18A:40-12.24.c.(1).**]**

3. The school nurse and designated employees shall only be authorized to administer opioid antidotes after receiving the training required under N.J.S.A. 18A:40-12.25.b and N.J.S.A. 24:6J-5.

a. Each certified school nurse and each employee designated to administer an opioid antidote pursuant to N.J.S.A. 18A:40-12.24.c.(1) and N.J.S.A. 24:6J-5 shall receive training on standard protocols from the school physician issuing the standing order or through a written agreement by the school physician with an organization that addresses medical or social issues related to drug addiction.

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

(1) Information on opioid overdose prevention and recognition;

(2) Instruction on how to perform rescue breathing and resuscitation;

(3) Information on opioid dosage and instruction on opioid antidote administration;

(4) Information describing the importance of calling 911 emergency telephone service for assistance with an opioid overdose; and

(5) Instructions for appropriate care of an overdose victim after administration of the opioid antidote.

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b. The district shall collect and maintain written evidence of satisfactory completion of the required training program before a certified school nurse or an employee is approved to administer opioid antidote.

4. In the event a licensed athletic trainer volunteers to administer an opioid antidote pursuant to N.J.S.A. 18A:40-12.23 through 12.27, it shall not constitute a violation of the "Athletic Training Licensure Act" – N.J.S.A. 45:9-37.35 et seq.

D. Administration of an Opioid Antidote

1. The school nurse or a trained employee designated pursuant to N.J.S.A. 18A:40-12.24.c.(1) shall be authorized to administer an opioid antidote to any person whom the nurse or trained employee in good faith believes is experiencing an opioid overdose.

a. The school nurse or a trained employee designated pursuant to N.J.S.A. 18A:40-12.24.c.(1) shall be promptly available on site at the school during regular school hours and during school-sponsored functions that take place in the school or on school grounds adjacent to the school building at any time.

b. Upon receiving a report or observing a possible opioid overdose in the school or at a school-sponsored function that takes place in a school or on school grounds adjacent to the school building at any time, the Principal or designee or any staff member present will immediately call the school nurse, if present, or a designated staff member who volunteered and was trained to administer an opioid antidote, and emergency medical responders.

~~**[Option – Option B.5. above must be included if Option D.1.c. below is selected**~~

~~c. School-Sponsored Functions Off School Grounds: Upon receiving a report or observing a possible opioid overdose occurring at a school-sponsored function that takes place off school grounds, as designated by the Superintendent or designee, a staff member shall immediately call the school nurse, if present, or a staff member who volunteered and was trained to administer an opioid antidote, if present, and emergency medical responders.**]~~

2. The certified school nurse or employee designated to administer an opioid antidote pursuant to N.J.S.A. 18A:40-12.24.c.(1) and N.J.S.A. 24:6J-5 shall determine, in addition to the opioid antidote, whether any other emergency medical response is necessary, including but not limited to, cardiopulmonary

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resuscitation (CPR), Rescue Breaths, or the use of an automated external defibrillator (AED).

3. The certified school nurse and/or other staff member(s) shall monitor the person who has received an opioid antidote and keep the individual who may be experiencing an opioid overdose comfortable until emergency medical responders arrive on the scene.

4. An individual shall be transported to a hospital emergency room by emergency medical responders after the administration of an opioid antidote, even if the person's symptoms appear to have resolved. A student transported to the hospital shall be transported in accordance with the Board's Policy required in treating alcohol or other drug-affected students pursuant to N.J.A.C. 16-4.1(c)5.

5. The Principal or designee shall notify the Superintendent or designee whenever an opioid antidote is administered.

6. The Principal or designee shall notify, as soon as practical, the parent of any student or a family member or other contact person for a staff member who may be experiencing an opioid overdose or has been administered an opioid antidote.

7. Nothing in Regulation 5330.04 shall be interpreted to prohibit the administration of an opioid antidote to a student, staff member, or other person in an emergency during school hours or during on-site school-sponsored activities by an emergency medical responder or other person authorized by law to administer an opioid antidote, in accordance with N.J.S.A. 24:6J-1 et seq.

E. Use of Controlled Dangerous Substances

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

F. Limitation of Liability

1. Pursuant to N.J.S.A. 24:6J-4, the school district, school physician, certified school nurse, and other approved designees shall not, as a result of any acts or omissions, be subject to any criminal or civil liability for administering an opioid antidote.

2. Any person or entity authorized under N.J.S.A. 18A:40-12.23 through 12.28 to administer an opioid antidote, may administer to an overdose victim with full immunity:

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a. A single dose of any type of FDA approved opioid antidote for use in treatment of opioid overdoses; and

b. Up to three doses of an intramuscular auto injector or an intranasal application of opioid antidote, as needed to revive the overdose victim.

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