

**BOARD OF EDUCATION  
UPPER SADDLE RIVER, NEW JERSEY  
REGULAR MEETING  
Monday, February 8, 2021, 8:00 p.m.  
Media Center, Cavallini Middle School  
392 West Saddle River Road**

**Agenda**

This is a regular meeting of the Upper Saddle River Board of Education and appropriate notice has been provided to the designated newspapers, the Borough Clerk and all interested parties requesting such notice.

Two opportunities are provided at this meeting for citizens to make comments. The Board values and welcomes comments and opinions from the residents of Upper Saddle River as long as remarks are not personal or discourteous. Public comment allows the Board to listen to community members and to hear their opinions on school policy and operations.

Upon being recognized, persons wishing to speak should stand and identify themselves by name and address; the speaker should direct his/her remarks to the presiding officer. Comments shall be limited to school-related issues and each speaker will limit his/her remarks to three minutes. If personal or discourteous statements are made, the presiding officer shall require the speaker to stop. No speaker may comment again until all those who wish to speak have had an opportunity and as long as time allows. If, in the judgment of the presiding officer, the total time devoted to public comment becomes excessive, the presiding officer may indicate the Board has time for one more speaker and will so notify the public.

- |      |   |                               |
|------|---|-------------------------------|
| I.   | Call to order and roll call                   | Mrs. Johnston                 |
| II.  | Flag salute and Pledge of Allegiance          | Mrs. Johnston                 |
| III. | Opening statement by presiding officer        | Mrs. Johnston                 |
| IV.  | <b>REPORTS</b>                                |                               |
| A.   | Superintendent's Report                       | Dr. Siegel                    |
| B.   | Board Secretary's Report                      | Mrs. Imbasciani               |
| C.   | Board President's Report                      | Mrs. Johnston                 |
| D.   | Committee Reports                             | Chairpersons                  |
| E.   | PTO Report                                    | Mrs. DeGenaars/Mrs. Apostolou |
| F.   | USREF Report                                  | Mrs. Mueller                  |
| V.   | Presentations:                                |                               |
| A.   | Esports Exhibition                            | Mr. Michael Padilla           |
| B.   | Bogert Library Update                         |                               |
| VI.  | <b>PUBLIC COMMENT (for Agenda Items only)</b> |                               |

VII. **ADMINISTRATION**

Dr. Siegel

**This motion will be one motion that encompasses items A and B and will be voted on at this meeting. This motion has been recommended for approval by the Superintendent.**

A. First reading of the following Policies and Regulations:

Policy 2468	Independent Educational Evaluations (revised)
Policy 5111	Eligibility of Resident/NonResident Students (revised)
Policy 8420.30	School Clearance Following Crisis Situation (revised)

B. Second reading of the following Policies and Regulations:

Policy 1620	Administrative Employment Contracts (revised)
Policy 2431	Athletic Competition (revised)
Policy 5330.05	Seizure Action Plan (new)
Policy 6440	Cooperative Purchasing (revised)
Policy 6470.01	Electronic Funds Transfer and Claimant Certification (new)
Policy 7440	School District Security (revised)
Policy 7450	Property Inventory (revised)
Policy 7510	Use of School Facilities (revised)
Policy 8420	Emergency and Crisis Situations (revised)
Regulation 2431.1	Emergency Procedures for Sports and Other Athletic Activity (revised)
Regulation 5330.05	Seizure Action Plan (new)
Regulation 6470.01	Electronic Funds Transfer and Claimant Certification (new)

VIII. **PERSONNEL**

Dr. Siegel

**This motion will be one motion that encompasses items A through H and will be voted on at this meeting. This motion has been recommended for approval by the Superintendent.**

A. Create/Abolish (Not Applicable)

B. Resignations (Not Applicable)

C. Leaves

1. Approve paid medical leave and unpaid FMLA/NJFLA leave for Employee ID #1511, effective on or about June 1, 2021 through approximately November 26, 2021.
2. Revise the leave of Employee ID #1542, paid medical and unpaid FMLA/NJFLA, effective on or about November 4, 2020 through April 20, 2021.
3. Approve a paid medical leave for Employee ID #0077, effective January 19, 2021 through approximately March 5, 2021.
4. Revise the leave of Employee ID #1220, paid medical leave and unpaid FMLA/FLA, effective December 21, 2020 through May 7, 2021.

D. Lateral Guide Moves (Not Applicable)

E. Appointments (Not Applicable)

1. Appoint Amanda LaSpina to the position of .50 FTE 3rd grade teacher, BA, Step 1, effective February 9, 2021.
2. Appoint Dr. Sara Lupu as the school doctor for the 2021 calendar year. \$5,000.00
3. Appoint Rachel Squicciarri to the position of .50 FTE basic skills instructor at Reynolds, BA, Step 1, effective February 9, 2021 and .50 FTE long term, per diem basic skills instructor leave replacement (pro-rated) at Reynolds School, BA, Step 1, effective February 9, 2021 through approximately June 23, 2021.

F. Change in Assignment (Not Applicable)

G. Substitutes/Consultants/Volunteers

1. Approve Robbie Amodeo as a substitute teacher and paraprofessional for the 2020/2021 school year subject to the satisfactory completion of the criminal history records check required by law. Mr. Amodeo's substitute teacher's certificate is pending.

H. The following staff members are recommended for the positions listed below for the 2020/21 school year:

ATHLETICS		
Position	Personnel	Amount
Boys Basketball	Jason Dates	\$3,000.00
Girls Basketball	Noelle Vosseler	\$3,000.00
Club Advisors (Level-A)		
Position	Personnel	Amount
Entrepreneurial Club (School Store/TREP\$)	Lauren Foca	\$1,650.00
Esports	Allison Au	\$1,650.00
Esports	Desiree Lascarro	\$1,650.00
Art Club	Stephanie Wassmer	\$1,650.00
Gaming Review	James Dunn	\$1,650.00
Podcasting	Bruce Reicher	\$1,650.00
Battle of the Books SPLIT	Elizabeth Ullrich	\$1,100.00
Battle of the Books SPLIT	Stephanie Chamberlin	\$ 550.00
Club Advisors (Level-B)		
Position	Personnel	Amount
Entrepreneurial Club (TREP\$) Co-Advisor	Christie Cipollini	\$ 930.00
Creative Poetry Club	Brigette Uzar	\$ 930.00
Harry Potter Club	Elizabeth Ullrich	\$ 930.00
Healthy Bites	Jennifer Kruter	\$ 930.00
Inspire Calm/Meaningful Mindfulness	Margaret Donnelly	\$ 930.00
Leo Club (Funded by USREF) SPLIT	Christine Cipollini	\$ 465.00
Leo Club (Funded by USREF) SPLIT	Emily Viola	\$ 465.00
Musical Directors		
Position	Personnel	Amount
Musical Director	Meaghan Henry	\$3,000.00
Assistant Musical Director	Megan Connors	\$1,500.00

IX. **FINANCE**

Mrs. Imbasciani

**This motion will be one motion which encompasses Items A through M will be voted on at this meeting. This motion has been recommended for approval by the Superintendent.**

- A. Approve the Minutes of Board Meeting:

January 4 (Reorg), January 11 and January 15 (Retreat), 2021

- B. Approve the Bills List for January 2021 as follows:

10	General Current Expense	\$ 78,358.81
11	General Current Expense	\$ 2,045,686.77
20	Special Revenue Funds	\$ 26,263.52
40	Debt Service Funds	\$ 7,050.00
60	Enterprise Fund	\$ 8,301.92
Total		\$ 2,165,661.02

- C. Approve the Transfers for January 2021.

- D. Approve the 2019/20 Audit.

- E. Approve RJB Environmental, Inc. to provide professional asbestos abatement services for the final phase of Reynolds School Partial Window Replacement Project, at an estimated cost of \$13,720.00

- F. Approve submission of the SEMI Waiver for the 2021/22 school year to the Executive County Superintendent of Schools.

- G. Approve the following Resolution:

**BE IT RESOLVED** by the Upper Saddle River Board of Education (hereinafter referred to as the "Board"), that the terms, stipulations and conditions as established in the Settlement Agreement (20/21-1) and Release between the Board and the Parents of a student whose name is on file in the Superintendent's Office, which is annexed to this Resolution, are hereby adopted and approved by the Board. The Board President and Business Administrator/Board Secretary are hereby authorized and directed to execute the Settlement Agreement and Release, and any other documents necessary to effectuate the settlement.

- H. Approve the following Resolution:

**BE IT RESOLVED** that the Upper Saddle River Board of Education does hereby approve an agreement with the Region 1/Mahwah Board of Education, a Coordinated Transportation Services Agency, for the purpose of transporting students in accordance with Chapter 53, P.L. 1997 for the 2021/2022 school year. The services to be provided include, but are not limited to, the coordinated transportation of public, nonpublic and special education students.

**BE IT FURTHER RESOLVED**, that the Upper Saddle River Board of Education agrees to abide by the Transportation Services Agreement as published by the Region 1/Mahwah Board of Education and attached to this Resolution.



I. Reaffirm the following Resolution:

**RESOLUTION TO CONTINUE MEMBERSHIP IN THE NORTHEAST BERGEN  
COUNTY SCHOOL BOARD INSURANCE GROUP**

**WHEREAS**, a number of Boards of Education in Bergen County have joined together to form a Joint Insurance Group as permitted by N.J. Title 18A: 18B; and

**WHEREAS**, said Group was approved effective July 1, 1985 by the New Jersey Commissioner of Insurance and has been in operation since that date; and

**WHEREAS**, the Bylaws and regulations governing the creation and operation of this Insurance Group contain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such a Group; and

**WHEREAS**, the Board of Education of Upper Saddle River has determined that membership in the Northeast Bergen County School Board Insurance Group is in the best interest of the District;

**NOW, THEREFORE, be it resolved that the Board of Education of Upper Saddle River does hereby agree to renew membership in the Northeast Bergen County School Board and hereby accept the Bylaws as approved and adopted. The renewal term is from July 1, 2019 to June 30, 2022.**

**BE IT FURTHER RESOLVED** that the Board Secretary/Business Administrator is authorized to execute the application for membership and the accompanying certification on behalf of the District; and

**BE IT FURTHER RESOLVED** that the Board Secretary/Business Administrator is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying membership in the Group as are required by the Group's Bylaws and to deliver the same to the Executive Director.

J. Reaffirm the following Resolution:

**NORTHEAST BERGEN COUNTY SCHOOL BOARD INSURANCE GROUP  
FUND MEMBERSHIP, INDEMNITY AND TRUST AGREEMENT**

**THIS AGREEMENT** made this first day of July 2019 in the County of Bergen, State of New Jersey, By and Between Northeast Bergen County School Board Insurance Group (hereinafter referred to as "Group") and the Board of Education of Upper Saddle River, a duly constituted unit of government (hereinafter referred to as "the Board");

**WITNESSETH:**

**WHEREAS**, several local school districts have collectively formed or are in the process of forming a School Board Group as such an entity is authorized and described in NJSA 18A: 18B and the administrative regulations promulgated pursuant thereto; and

**WHEREAS**, the Board has agreed to renew membership in the Group and to share in the obligations and benefits flowing from such membership with other members of the Group in accordance with and to the extent provided for in the Bylaws of the Group and in consideration of such obligations and benefits to be shared by the membership of the Group.

**NOW, THEREFORE, it is agreed as follows:**

1. The Board accepts the Group's Bylaws as approved and adopted and agrees to be bound by

and to comply with each and every provision of the said Bylaws and the pertinent Statutes and Administrative Regulations pertaining to the same.

2. The Board agrees to participate in the Group with respect to the types of insurance offered by the Group: Self-Insured Workers' Compensation, Property, Liability, Auto, Crime, Excess Liability, Environmental, School Board Legal and any other insurance offered by the Group, allowed by law.

3. The Board agrees to renew membership in the Group for the period of **three (3) years, the commencement of which shall be July 1, 2019.**

4. The Board certifies that it has never defaulted any claims if self-insured and has not been canceled for non-payment of insurance premiums for a period of at least two years prior to the date hereof.

5. In consideration of membership in the Group, the Board agrees that it shall jointly and severally assume and discharge the liability of each and every member of the Group, all of whom as a condition of membership in the Group shall execute a verbatim counter-part of this Agreement and by execution hereof the full faith and credit of the Board is pledged to the punctual payment of any sums which shall become due to the Group in accordance with the Bylaws thereof, this Agreement or any applicable Statute.

6. If the Group in the enforcement of any part of this Agreement shall incur necessary expense or become obligated to pay an attorney's fees and/or Court costs the Board agrees to reimburse the Group for all such reasonable expenses, fees, and costs on demand.

7. The Board and the Group agree that the Group shall hold all monies paid by the Board to the Group as fiduciaries for the benefit of Group claimants all in accordance with NJSA 18A: 18B.

8. The Group shall establish separate Trust Accounts for each of the following categories of risk and liability:

- a. Claims or Loss Retention Fund
- b. Administrative
- c. Workers' Compensation Premium

The Group shall maintain Trust Accounts aforementioned in accordance with NJSA 18: 18B, the Group's Bylaws and such other Statutes as may be applicable. Specifically, the "Claims or Loss Retention Fund" Trust Account shall be utilized solely for the payment of claims, allocated claim expense and excess insurance or re-insurance premiums for each such risk or liability or as "surplus,"

9. Each Board who shall become a member of the Group shall be obligated to execute this Agreement.

K. Approve the out-of-district placement of a child whose name is on file in the Board Office at Godwin Elementary School, effective February 8, 2021.

L. Approve Mountain Lakes School District to conduct a specialized educational evaluation for a hearing impaired student whose name is on file in the Board Office. \$800.00

M. Approve the following Travel Expenses:

Program Name	Date	Employee	Registration Fee	Travel Cost
NJMEA Virtual State Conference (Online)	February 18-20, 2021	Susan Jarvis	\$100.00	\$0.00
School Crisis Response Team: PREPARE (Online)	3/5/21 3/12/21	Katherine Baker	\$50.00	\$0.00
Differentiation for Linguistically Diverse Students (Online)	3/10/21	Jessica Molinaro	\$100.00	\$0.00

X. PUBLIC COMMENT

XI. ADJOURNMENT

Mrs. Johnston

**DRAFT**

## INDEPENDENT EDUCATIONAL EVALUATIONS

### 2468- INDEPENDENT EDUCATIONAL EVALUATIONS

The Board of Education recognizes that the special education regulations ~~permit a parent/guardian or an adult pupil to request an independent educational evaluation ("IEE") if there is a disagreement with any assessment conducted as part of an initial evaluation, or a reevaluation, and shall ensure compliance with the requirements of N.J.A.C. 6A:14-2.5(c).~~ An IEE means an evaluation conducted by a skilled and qualified examiner who is not employed by the public agency responsible for the education of the child in question. ~~Such IEE shall be at no cost to the parent/guardian if it is conducted in compliance with the New Jersey Administrative Code, unless the Board initiates a due process hearing to show that its evaluation is appropriate and a final determination to that effect is made following the hearing.~~ The Individualized Education Program ("IEP") team shall consider any IEE submitted to it when making decisions regarding special education and/or related services.

Upon receipt of the parental request, the District shall provide the parent/guardian with information about where the IEE may be obtained and advise that the evaluation must comply with the special education regulations. ~~Specifically, an IEE shall be conducted according to N.J.A.C. 6A:14-3.4 and be obtained from another public school District, educational services commission, jointure commission, a clinic or agency approved under N.J.A.C. 6A:14-5, or a private practitioner who is appropriately certified and/or licensed, where a license is required. Independent medical evaluations may be obtained pursuant to N.J.A.C. 6A:14-5.1(e).~~ The criteria under which the evaluation is obtained, including the location of the evaluation, the qualifications of the examiner and reasonable cost criteria, shall be the same as the criteria that the District uses when it initiates an evaluation, to the extent those criteria are consistent with the parent's/guardian's right to an IEE. ~~Since the relevant criteria, including the maximum allowable cost, may change, the Board delegates the authority to establish said criteria to the Superintendent of Schools and Director of Special Services.~~ The Superintendent of Schools and Director of

Special Services shall promulgate regulations consistent with this Policy and the N.J.A.C. 6A:14 et seq., which shall be reviewed at least annually. ~~The District shall provide the parent/guardian with a comprehensive list of approved evaluators and shall take steps to ensure that the IEE is provided without undue delay.~~

If a parent/guardian identifies an alternate evaluator(s), the parent/guardian should first notify the District prior to scheduling an evaluation so that the District can ensure the ~~evaluator individual~~(s) meets the foregoing criteria and that the cost of the evaluation is not unreasonably excessive. ~~In the event that the parent/guardian is seeking an IEE from an evaluator who does not satisfy the foregoing criteria, the parent/guardian shall be given the opportunity to demonstrate that unique circumstances justify a waiver of the criteria.~~ If unique

## INDEPENDENT EDUCATIONAL EVALUATIONS

circumstances do not justify a waiver of the criteria, including the cost criteria, the Board may seek due process to demonstrate that the evaluation sought by the parent/guardian did not meet the requisite criteria for IEEs and/or that there is no justification for selecting such an evaluator. Notwithstanding the foregoing, where the parent/guardian/adult student seeks an evaluation that exceeds the cost criteria, the parent/guardian/adult student may nevertheless request the alternate evaluator provided that he/she agrees to pay the costs of the evaluation in excess of the established maximum allowable cost.

-  
-  
N.J.A.C. 6A:14-2.5  
N.J.A.C. 6A:14-3.4  
N.J.A.C. 6A:14-5  
N.J.A.C. 6A:14-5.1(e)  
34 C.F.R. 300.502(a), (e)  
-  
-

Adopted:- 16 June 2014

Revised:  
-



## DRAFT

Students  
5111/Page 1 of 10  
ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

### 5111 ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

M

The Board of Education shall admit to its schools, free of charge, persons over five and under twenty years of age, pursuant to N.J.S.A. 18A:38-1, or such younger or older student as is otherwise entitled by law to a free public education.

#### Eligibility to Attend School

The Board shall admit students eligible to attend school free of charge that are domiciled within the district as defined in N.J.A.C. 6A:22-3.1.

A child who is domiciled within the school district and resides with a parent or guardian who is a member of the New Jersey National Guard or a member of the reserve component of the armed forces of the United States who is ordered into active military service in a time of war or national emergency shall be permitted to remain enrolled in the school district in which the child is domiciled at the time of the parent or guardian being ordered into active military service, regardless of where the child resides during the period of active duty. Following the return of the child's parent or guardian from active military service, the child's eligibility to remain enrolled in the school district pursuant to N.J.S.A. 18A:38-3.1 shall cease at the end of the current school year unless the child is domiciled in the school district.

The Board shall also admit any student that is kept in the home of a person other than the student's parent or guardian, where the person is domiciled in the school district and is supporting the student without remuneration as if the student were his or her own child in accordance with N.J.A.C. 6A:22-3.2. A student is only eligible to attend school in the district pursuant to N.J.A.C. 6A:22-3.2 if the student's parent or guardian files, together with documentation to support its validity, a sworn statement that he or she is not capable of supporting or providing care for the student due to family or economic hardship and the student is not residing with the other person solely for the purpose of receiving a free public education. In addition, the person keeping the student must file, if so required by the Board of Education, a sworn statement that he or she: is domiciled within the school district; is supporting the child without remuneration and intends to do so for a time longer than the school term; will assume all personal obligations for the student relative to school requirements; and provides a copy of his or her lease if a tenant, a sworn



## ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

landlord's statement if residing as a tenant without a written lease, or a mortgage or tax bill if an owner. Pursuant to N.J.S.A. 18A:38-1.c, any person who fraudulently allows a child of another person to use his or her residence and is not the primary financial supporter of that child and any person who fraudulently claims to have given up custody of his or her child to a person in another district commits a disorderly persons offense.

A student is eligible to attend school in this school district free of charge pursuant to N.J.S.A. 18A:38-1.b if the student is kept in the home of a person domiciled in the school district, who is not the parent or guardian and the parent or guardian is a member of the New Jersey National Guard or the reserve component of the United States armed forces and has been ordered into active military service in the United States armed forces in time of war or national emergency. Eligibility under this provision shall cease at the end of the current school year during which the parent or guardian returns from active military duty.

A student is eligible to attend school in this school district free of charge pursuant to N.J.S.A. 18A:38-1.d if the student's parent or guardian temporarily resides within the school district and elects to have the student attend the school district of temporary residence, notwithstanding the existence of a domicile elsewhere. When required by the Board of Education, the parent or guardian shall demonstrate the temporary residence is not solely for purposes of a student attending the school district of temporary residence. When one of a student's parents or guardians temporarily resides in the school district while the other is domiciled or temporarily resides elsewhere, eligibility to attend school shall be determined in accordance with the criteria of N.J.A.C. 6A:22-3.1(a)1.i.

A student is eligible to attend this school district free of charge:

1. If the student's parent or guardian moves to another school district as the result of being homeless, subject to the provisions of N.J.A.C. 6A:17-2 - Education of Homeless Children;
2. If the student is placed by court order or by a society, agency, or institution in the home of a school district resident pursuant to N.J.S.A. 18A:38-2;



## ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

3. If the student previously resided in the school district and if the parent or guardian is a member of the New Jersey National Guard or the United States reserves and has been ordered to active service in time of war or national emergency, resulting in the relocation of the student out of the school district, pursuant to N.J.S.A. 18A:38-3.b. The school district shall not be obligated for transportation costs; and
4. If the student resides on Federal property within the State pursuant to N.J.S.A. 18A:38-7.7 et seq.

Notwithstanding the provisions of N.J.S.A. 18A:38-1 or any other law, rule, or regulation to the contrary, a student who moves out of the school district as a result of domestic violence, sexual abuse, or other family crises shall be permitted to remain enrolled in the school district for the remainder of the school year in pursuant to N.J.S.A. 18A:38-1.1 and in accordance with the provisions of N.J.A.C. 6A:22-3.2(h). If the student remains enrolled in the school district for the remainder of the school year, the school district shall provide transportation services to the student, provided the student lives remote from school, and the State shall reimburse the school district for the cost of the transportation services. Nothing in N.J.S.A. 18A:38-1.1 shall be construed to affect the rights of homeless students pursuant to N.J.S.A. 18A:7B-12, N.J.S.A. 18A:7B-12.1, or any other applicable State or Federal law.

A student's eligibility to attend this school shall not be affected by the physical condition of an applicant's housing or his or her compliance with local housing ordinances or terms of lease.

Except as set forth in N.J.A.C. 6A:22-3.3(b)1, immigration/visa status shall not affect eligibility to attend school and the school district shall not condition enrollment in the school district on immigration status. A student's immigration/visa status and their eligibility to attend school shall be in accordance with N.J.A.C. 6A:22-3.3(b) and Regulation 5111.

### Proof of Eligibility

The Board of Education shall accept a combination of forms of documentation from persons attempting to demonstrate a student's eligibility for enrollment in the school district in accordance with the provisions of N.J.A.C. 6A:22-3.4. The Board of





## ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

Education shall consider the totality of information and documentation offered by an applicant, and shall not deny enrollment based on failure to provide a particular form or subset of documents without regard to other evidence presented.

The Board of Education shall not condition enrollment on the receipt of information or documents protected from disclosure by law, or pertaining to criteria that are not a legitimate basis for determining eligibility to attend school as outlined in N.J.A.C. 6A:22-3.4(d). The Board of Education may consider, in a manner consistent with Federal law, documents or information referenced in N.J.A.C. 6A:22-3.4(d) or pertinent parts thereof if voluntarily disclosed by the applicant. The Board of Education may not, directly or indirectly, require or request such disclosure as an actual or implied condition of enrollment.

In the case of a dispute between the school district and the parent of a student in regard to the student's eligibility to enroll in the school district or to remain enrolled in the school district pursuant to the provisions of N.J.S.A. 18A:38-1, the school district may request from the New Jersey Motor Vehicle Commission (NJMVC) the parent or guardian's name and address for use in verifying a student's eligibility for enrollment in the school district in accordance with the provisions of N.J.S.A. 18A:38-1.3. The NJMVC shall disclose to a school district the information requested in accordance with procedures established by the NJMVC. However, the school district shall not condition enrollment in the district on immigration status or on the fact that the NJMVC does not have the name or address of the parent on file.

### Registration Forms and Procedures for Initial Assessment

Registration and initial determinations of eligibility will be in accordance with N.J.A.C. 6A:22-4.1. The Board of Education shall use Commissioner-provided registration forms or locally developed forms that are consistent with the forms provided by the Commissioner. A district-level administrator designated by the Superintendent shall be clearly identified to applicants and available to assist persons who experience difficulties with the enrollment process.

Initial eligibility determinations shall be made upon presentation of an enrollment application, and enrollment shall take place immediately except in cases of clear, uncontested denials. Enrollment shall take place immediately when an applicant has



## ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

provided incomplete, unclear, or questionable information, but the applicant shall be notified that the student will be removed from the school district if defects in the application are not corrected, or an appeal is not filed, in accordance with subsequent notice to be provided pursuant to N.J.A.C. 6A:22-4.2.

When a student appears ineligible based on the information provided in the initial application, the school district shall issue a preliminary written notice of ineligibility, including an explanation of the right to appeal to the Commissioner of Education. Enrollment shall take place immediately if the applicant clearly indicates disagreement with the district's determination and an intent to appeal to the Commissioner of Education. An applicant whose student is enrolled pursuant to this provision shall be notified that the student will be removed, without a hearing before the Board, if no appeal is filed within the twenty-one day period established by N.J.S.A. 18A:38-1.

When enrollment is denied and no intent to appeal is indicated, applicants shall be advised they shall comply with compulsory education laws. When the student is between the ages of six and sixteen, applicants also shall be asked to complete a written statement indicating the student will be attending school in another school district or nonpublic school, or receiving instruction elsewhere than at a school pursuant to N.J.S.A. 18A:38-25. In the absence of this written statement, designated staff shall report to the school district of actual domicile or residence, or the Department of Children and Families, a potential instance of "neglect" for the purposes of ensuring compliance with compulsory education law, N.J.S.A. 9:6-1. Staff shall provide the school district or the Department of Children and Families with the student's name, the name(s) of the parent/guardian/resident, and the student's address to the extent known. Staff shall also indicate admission to the school district has been denied based on residency or domicile, and there is no evidence of intent to arrange for the child to attend school or receive instruction elsewhere.

Enrollment or attendance at the school shall not be conditioned on advance payment of tuition when enrollment is denied and an intent to appeal is indicated, or when enrollment is provisional and subject to further review or information. The Board of Education shall ensure the registration process identifies information suggesting an applicant may be homeless so procedures may be implemented in accordance with N.J.A.C. 6A:17-2,



## ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

Education of Homeless Children. Enrollment or attendance in the school district shall not be denied based upon the absence of the certified copy of the student's birth certificate or other proof of a student's identity as required within thirty days of initial enrollment, pursuant to N.J.S.A. 18A:36-25.1.

Enrollment in the school district shall not be denied based upon absence of student medical information. However, actual attendance at school may be deferred until the student complies with student immunization rules set forth in N.J.A.C. 8:57-4.

When enrollment in the school district, attendance at school, or the receipt of educational services in the regular education program appears inappropriate, the student shall not be denied based upon the absence of a student's prior educational record. However, the applicant shall be advised the student's initial educational placement may be subject to revision upon the school district's receipt of records or further assessment of the student.

### Notice of Ineligibility

When a student is found ineligible to attend the school district pursuant to N.J.A.C. 6A:22 or the student's initial application is found to be deficient upon subsequent review or investigation, the school district immediately shall provide to the applicant notice that is consistent with Commissioner-provided sample form(s) and meets requirements of N.J.A.C. 6A:22-4 et seq. Notices shall be in writing; in English and in the native language of the applicant; issued by the Superintendent; and directed to the address at which the applicant claims to reside. Notices of ineligibility shall include information as outlined in N.J.A.C. 6A:22-4.2.

### Removal of Currently Enrolled Students

Nothing in N.J.A.C. 6A:22 et seq. and this Policy shall preclude the Board of Education from identifying through further investigation or periodic requests for revalidation of eligibility, students enrolled in the school district who may be ineligible for continued attendance due to error in initial assessment, changed circumstances, or newly discovered information.

When a student who is enrolled and attending school based on an initial eligibility determination is later determined to be ineligible for continued attendance, the Superintendent may apply to the Board of Education for the student's removal in



## ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

accordance with the provisions of N.J.A.C. 6A:22-4.3. No student shall be removed from school unless the parent, guardian, adult student, or resident keeping an “affidavit student” (as defined in N.J.A.C. 6A:22-1.2) has been informed of his or her entitlement to a hearing before the Board of Education. Once the hearing is held, or if the parent, guardian, adult student or resident keeping an “affidavit student”, does not respond within the designated time frame to the Superintendent’s notice or appear for the hearing, the Board of Education shall make a prompt determination of the student’s eligibility and shall immediately provide notice in accordance with N.J.A.C. 6A:22-4.2. Hearings required pursuant to N.J.A.C. 6A:22-4.3 may be conducted by the full Board or a Board Committee, at the discretion of the full Board. If the hearing(s) is conducted by a Board Committee, the Committee shall make a recommendation to the full Board for action. No student may be removed except by vote of the Board taken at a meeting duly convened and conducted pursuant to N.J.S.A. 10:4-6 et seq., the Open Public Meetings Act.

### Appeal to the Commissioner

An applicant may appeal to the Commissioner of Education the school district’s determination that a student is ineligible to attend its schools. Appeals shall be initiated by petition which shall be filed in accordance with N.J.S.A. 18A:38-1 and N.J.A.C. 6A:3-8.1 and shall proceed as a contested case pursuant to N.J.A.C. 6A:3. Pursuant to N.J.S.A. 18A:38-1.b(1), appeals of “affidavit student” eligibility determinations shall be filed by the resident keeping the student.

### Assessment and Calculation of Tuition

If no appeal to the Commissioner is filed following notice of an ineligibility determination, the Board of Education may assess tuition, for up to one year of a student’s ineligible attendance, including the twenty-one day period provided by N.J.S.A. 18A:38-1 for appeal to the Commissioner. Tuition will be assessed and calculated in accordance with N.J.A.C. 6A:22-6.3 et seq. If the responsible party does not pay the tuition assessment, the Board of Education may petition the Commissioner pursuant to N.J.A.C. 6A:3 for an order assessing tuition, enforceable in accordance with N.J.S.A. 2A:58-10 through recording, upon request of the Board of Education pursuant to N.J.A.C. 6A:3-12, on the judgment docket of the Superior Court, Law Division.



## ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

If an appeal to the Commissioner is filed and the petitioner does not sustain the burden of demonstrating the student's right to attend the school district, or the petitioner withdraws the appeal, fails to prosecute, or abandons the appeal by any means other than settlement agreeing to waive or reduce tuition, the Commissioner may assess tuition in accordance with the provisions of N.J.A.C. 6A:22-6.2(a). Upon the Commissioner's finding that an appeal has been abandoned, the Board of Education may remove the student from school and seek tuition in accordance with N.J.A.C. 6A:22-6.2.

### Nonresident Students

The admission of a nonresident student to school free of charge must be approved by the Board. No student otherwise eligible shall be denied admission on the basis of the student's race, color, creed, religion, national origin, ancestry, age, marital status, affectational or sexual orientation or sex, social or economic status, or disability. The continued enrollment of any nonresident student shall be contingent upon the student's maintenance of good standards of citizenship and discipline.

### Children Who Anticipate Moving to or from the District

A nonresident student otherwise eligible for attendance whose parent or guardian anticipate school district residency and has entered into a contract to buy, build, or rent a residence in this school district may be enrolled provided they sign the Upper Saddle River Board of Education Non-Resident Tuition Agreement form and submit it to the District with a check for 25% of the total cost of tuition. If any such student becomes a resident within four weeks of enrollment, 100% of the tuition paid will be refunded. If any such student does not become a resident of the school district within four weeks after admission to school, tuition will continue to be charged for attendance as per the terms of Section 3 of the Non-Resident Tuition Agreement until such time as the student becomes a resident or withdraws from school.

Students whose parent or guardian have moved away from the school district on or after April 1 will be permitted to finish the school year in this school district without payment of tuition.

### Children of District Employees



## ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

Upon recommendation of the Superintendent, eligible children of nonresident employees, may be enrolled in the schools of this district upon the approval of the Board on a case-by-case basis. Approval is not guaranteed. If the child(ren) is/are deemed to need special services, the employee will be billed separately for these additional costs. Employees with children admitted as non-resident students shall not interfere with the instructional day by visiting the children's classroom or contacting the child's teacher during the school day. Eligibility for enrollment will be considered upon receipt of a written request to the Superintendent from the USRBOE staff member along with a signed Non-Resident USRBOE Staff Member Tuition Agreement.

### Children of Nonresident Staff Members, Municipal and Northern Highlands High School Employees

Upon recommendation of the Superintendent, eligible children of nonresident municipal employees, and Northern Highlands High School employees may be enrolled in the schools of this district with payment of 25% of nonresident tuition upon the approval of the Board on a case-by-case basis. Approval is not guaranteed. If the child(ren) is/are deemed to need special services, the employee will be billed separately for these additional costs.

### Other Nonresident Students

Upon recommendation of the Superintendent, other nonresident students, otherwise eligible for attendance, may be admitted to this school district with payment of tuition and Board approval. Approval is not guaranteed. If the student (s) is/are deemed to need special services, the family will be billed separately for these additional costs.

N.J.S.A. 18A:38-1 et seq.; 18A:38-1.3; 18A:38-3; 18A:38-3.1

N.J.A.C. 6A:14-3.3; 6A:17-2.1 et seq.; 6A:22-1.1 et seq.

8 CFR 214.3

Adopted: 16 June 2008

Revised: 18 October 2010

Revised: 17 October 2011

Revised: 20 June 2016



# POLICY

## UPPER SADDLE RIVER BOARD OF EDUCATION

Students

5111/Page 10 of 10

### ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS (M)

Revised: 19 June 2017

Revised: 11 December 2017

Revised: 29 April 2019

Revised: 7 December 2020





## DRAFT

Operations  
8420.30/Page 1 of 5

### SCHOOL CLEARANCE FOLLOWING CRISIS SITUATION

#### 8420.30 SCHOOL CLEARANCE FOLLOWING CRISIS SITUATION

The Board is committed to protecting the health, safety and welfare of students during the school day, and will take any action necessary to provide for the safety and security of its students, staff and/or property. In "crisis situations," the Board reserves the right to exclude from school any student who has been determined to pose an imminent or potential threat to student or staff safety, pending appropriate mental health clearance.

1. Examples of "Crisis Situations" (not exclusive)
  - A. Actions creating an imminent danger to the student or others, e.g., suicidal or homicidal ideation(s) or attempt(s) (See also Policy No. 5350 Suicide);
  - B. Verbalization(s) or other action(s) threatening the health, safety or well-being of the student, staff or other students;
  - C. Verbalization(s) or other actions(s) reflecting an intent or plan to harm the student or others;
  - D. Verbalization(s) or other actions(s) indicating that the student may be at risk of causing harm to the student or others; or
  - E. Possession of objects(s) or material(s) posing a threat to the health, safety or well-being of the student, staff or other students.
2. Discipline
  - A. A student's exclusion based upon an identified crisis situation shall not be considered a disciplinary consequence.
  - B. This Policy is intended to address mental health related issues only (i.e., to ensure that the student does not represent a danger to him/herself or others.) and does not supersede the implementation of appropriate disciplinary action for infractions of school regulations or action required by N.J.S.A. 18A:40A-12 or N.J.A.C. 6A:16-43 as described in policies and explained in student handbooks and/or Code of Student Conduct.
  - C. Depending on the nature of the incident, however, the student may also be subject to disciplinary consequences as a result of his or her conduct.





## SCHOOL CLEARANCE FOLLOWING CRISIS SITUATION

### 3. Procedures

- A. In situations where a student presents as an imminent danger to himself or others, school emergency procedures will be followed, and supersede the provisions of Section 3c of this Policy.
- B. Staff members shall immediately notify the ~~School Principal Administrator~~, or designee, of any potential crisis situations.
- C. In response to every report, the ~~School Principal Administrator~~, or designee, shall immediately:
  - 1) Notify the Crisis intervention team or other designated team/individual responsible for the initial assessment of the student or trained in suicide prevention.
  - 2) ~~Notify the Superintendent of Schools; and~~
  - 2) Notify the student's parent or legal guardian.
- D. In response to every report, a member of the Crisis Intervention Team, consisting of the ~~School Principal Administrator~~, or designee, guidance counselor, school psychologist, student assistance coordinator, social worker and/or designee trained in suicide prevention, shall conduct a student interview to assess whether the student presents as a potential danger to him/herself or others, and to determine whether or not the student requires a mental health assessment prior to reinstatement.
- E. Provisions shall be made for the appropriate care and supervision of the student pending either: (1) a determination by the Crisis Intervention Team that the student's exclusion is not required; or (2) the student's release to his or her parent/guardian.
- F. Law enforcement officials will be notified in accordance with the ~~Upper Saddle River's Uniform State Memorandum of Agreement between Education and Law Enforcement Officials~~ the New Jersey Duty to Warn Law (P.L. 2018, Chapter 34).



## SCHOOL CLEARANCE FOLLOWING CRISIS SITUATION

### 4. Assessment and Reinstatement

- A. If the Crisis Intervention Team determines that the student presents as a potential danger to him/herself or others and requires a mental health assessment prior to reinstatement, the **Principal Administrator**, or designee, shall notify the student's parent/guardian of this determination. **In addition, the Superintendent of Schools will be notified.**
- B. The assessment must be completed by a licensed or certified mental health professional outside of the school system (e.g., psychologist, psychiatrist, social worker or advanced practice nurse). The **Principal Administrator**, or designee, shall provide the student's parents/guardians with appropriate referral information for qualified mental health providers.
  - 1) Assessments completed by evaluators selected by the school district shall be at the expense of the school district.
  - 2) Assessments completed by evaluators selected by the student's parent/guardian shall be at the expense of the parent/guardian.
- C. For purposes of the assessment, it is necessary for the evaluator to have access to all relevant information regarding the student and the incident giving rise to the exclusion. The student's parent/guardian shall be asked to provide consent for a member of the Crisis Intervention Team to contact the professional completing the evaluation to provide necessary background information.
  - 1) If a parent/guardian cannot be reached and the student is screened and/or assessed by the appropriate school personnel as being in imminent danger of harming him/herself or other, the school may initiate an immediate assessment.
  - 2) In such circumstances, the Bergen County Juvenile Family Crisis Intervention Unit can authorize the policy to transport the student to the hospital for an assessment.
- D. The assessment must include:
  - 1) Identifying information;



## SCHOOL CLEARANCE FOLLOWING CRISIS SITUATION

- 2) Medical and family history;
- 3) Review of presenting problem or incident;
- 4) Mental status examination;
- 5) Diagnosis, as appropriate;
- 6) Triggers for reoccurrence, as appropriate;
- 7) Recommendations for follow-up services, as appropriate; and
- 8) Other information deemed relevant by the evaluator.

E. Clearance letter must include:

- 1) Evaluator's name and license number;
- 2) Student's name and date of birth;
- 3) Confirmation that the evaluator assessed the student in accordance with the standards set forth in Section 4d of this Policy following and in connection with the precipitating school-based incident;
- 4) The date of the assessment; and
- 5) A specific statement that the student does not present as a danger to him/herself or others and is able to return to school.

- F. If the parents or guardians assume the cost of the assessment (through a provider of their own choosing), the resulting report is their property and will require their consent before being released to the school district. Parents/Guardians are encouraged to share such information with the school district. However, parents/guardians are not required to produce the report in its entirety, so long as the essential elements (See Section E above) are included in the clearance letter. .

5. Re-Entry to School



## SCHOOL CLEARANCE FOLLOWING CRISIS SITUATION

Following receipt of the school clearance letter, the District shall schedule a re-entry meeting with the student and his/her parents/guardians and an appropriate school district designee. Discussion may include, but is not limited to:

- A. Consideration of CST referral, as appropriate
  - B. Discussion with parents/guardians regarding follow-up treatment, as necessary
  - C. Discussion with parents/guardians regarding access to additional evaluative information (beyond clearance letter).
6. Instruction During Exclusion:

Students will be provided with appropriate home or other out-of-school instruction in accordance with N.J.A.C. 6A:16-10.1 et seq. ~~during any period of exclusion.~~

NJ.S.A.18A:40A-12  
NJ.A.C.6A:16-10.1

Adopted: 15 October 2012  
**Revised:**





## DRAFT

Administration  
1620/Page 1 of 5

### ADMINISTRATIVE EMPLOYMENT CONTRACTS

#### 1620 ADMINISTRATIVE EMPLOYMENT CONTRACTS (M)

##### M

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

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

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

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

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

## ADMINISTRATIVE EMPLOYMENT CONTRACTS

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

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

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

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

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

## ADMINISTRATIVE EMPLOYMENT CONTRACTS

contributions to FICA, Medicare, State pensions and annuities (TPAF), life insurance, disability insurance (if offered), and health benefit costs.

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

## ADMINISTRATIVE EMPLOYMENT CONTRACTS

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



# POLICY

## UPPER SADDLE RIVER BOARD OF EDUCATION

Administration  
1620/Page 5 of 5

### ADMINISTRATIVE EMPLOYMENT CONTRACTS

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

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

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

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

Adopted: 20 October 2008  
Revised: 28 March 2011  
Revised: 8 February 2021

## DRAFT

Program  
2431/Page 1 of 4  
ATHLETIC COMPETITION (M)

### 2431 ATHLETIC COMPETITION

#### M

The Board of Education recognizes the value of athletic competition as an integral part of the school experience. Sports and other athletic activities provide opportunities to learn the values of competition and good sportsmanship.

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

#### Eligibility Standards

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

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

1. A student in grades 6 through 8 is eligible for participation in school district sponsored programs of athletic competition if he/she passed all courses required for promotion or graduation in the preceding two consecutive marking periods.
2. A student in grades 6 through 8 is eligible for participation in school district sponsored programs of athletic competition if he/she is attending school.
3. Home schooled children in grades 6 through 8 are not eligible to participate in school district sponsored programs of athletic competition of this district.
4. A student in any grade must maintain a satisfactory record of attendance to be eligible for participation in school district sponsored programs of athletic competition. An attendance record is unsatisfactory if the number of unexcused absences exceed 15 school days in the semester (2 quarterly marking periods)

prior to the student commencing participation in school district sponsored programs of athletic competition.

5. A student who is absent with an excused absence or unexcused absence for a school day may not participate in school district sponsored programs of athletic competition the afternoon or evening of that school day.
6. A student who is serving an in-school or out-of-school suspension may not participate in school district sponsored programs of athletic competition while serving the suspension.
7. A student in any grade who fails to observe school rules for student conduct may forfeit his/her eligibility for participation in school district sponsored programs of athletic competition.

Notice of the school district's eligibility requirements shall be available to students.

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

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

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

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

# POLICY

## UPPER SADDLE RIVER BOARD OF EDUCATION

Program  
2431/Page 3 of 4  
ATHLETIC COMPETITION (M)

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

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

### Emergency Procedures

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

### **[Required for School Districts with any of the Grades Six through Twelve**

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

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

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

### Interscholastic Standards

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

# POLICY

## UPPER SADDLE RIVER BOARD OF EDUCATION

Program  
2431/Page 4 of 4  
ATHLETIC COMPETITION (M)

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

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

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

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

Adopted: 19 May 2008

Revised: 23 April 2012

Revised: 25 February 2013

Revised: 20 June 2016

Revised: 19 November 2018

Revised: 8 February 2021



# REGULATION

## UPPER SADDLE RIVER BOARD OF EDUCATION

# DRAFT

PROGRAM  
R 2431.1/Page 1 of 6  
EMERGENCY PROCEDURES FOR ATHLETIC PRACTICES AND  
COMPETITIONS (M)

### R2431.1 EMERGENCY PROCEDURES FOR SPORTS AND OTHER ATHLETIC ACTIVITY (M)

#### M

##### A. Definitions

1. "Athletic Activity" means interscholastic athletics; an athletic contest or competition, other than interscholastic athletics, that is sponsored by or associated with a school district or nonpublic school, including cheerleading and club-sponsored sports activities; and any practice or interschool practice or scrimmage for those activities.
2. "Health personnel" means the school nurse, the school medical inspector, the designated team doctor, a licensed physician, the licensed athletic trainer, and members of the first aid squad or ambulance team.
3. "Parent" means the natural parent(s) or adoptive parent(s), legal guardian(s), foster parent(s) or parent surrogate(s) of a student. Where parents are separated or divorced, "parent" means the person or agency who has legal custody of the student, as well as the natural or adoptive parent(s) of the student, provided such parental rights have not been terminated by a court of appropriate jurisdiction.

##### B. Precautions

1. All coaches, including assistant coaches, and all staff who supervise sports and other athletic activity will be trained in first aid to include sports-related concussions and head injuries, the identification of injured and disabled student athletes, and any other first aid procedures required by statute, administrative code, or by the Superintendent.
2. Athletic coaches or supervising staff members are responsible at all times for the supervision of students to whom they have been assigned. Students shall not be left unattended at any time.
3. Students who participate in athletic competition shall be trained in proper athletic procedures, in the proper use of athletic equipment, and in the proper use of protective equipment and clothing.



# REGULATION

## UPPER SADDLE RIVER BOARD OF EDUCATION

PROGRAM

R 2431.1/Page 2 of 6

### EMERGENCY PROCEDURES FOR ATHLETIC PRACTICES AND COMPETITIONS (M)

4. Student athletes shall be required to report promptly to the athletic coach or supervising staff member any injury occurring to the student himself/herself or to another student.
5. First aid supplies and equipment shall be readily available at all athletic activities and shall be maintained in proper condition.
6. First aid and emergency medical procedures will utilize universal precautions in handling blood and body fluids as indicated in Policy and Regulation No. 7420 and Regulation No. 7420.1.
7. Health personnel, including but not limited to, the licensed athletic trainer, school/team physician, and ambulance/first aid squad may be present at athletic activities and events as determined by the Superintendent.

#### C. Emergency Action Plan and Procedures

1. The Board of a school district with any of the grades six through twelve shall establish and implement an emergency action plan for responding to a serious or potentially life-threatening sports-related injury in accordance with N.J.S.A. 18A:40-41.11. The plan shall document the proper procedures to be followed when a student sustains a serious injury while participating in sports or other athletic activity. The plan shall be specific to the activity site, and shall be developed in consultation with local emergency medical services personnel in accordance with N.J.S.A. 18A:40-41.11.
2. The following emergency action plan shall be established and implemented whenever a student is seriously injured when participating in sports or other athletic activity. The emergency action plan shall include the following:
  - a. A list of the employees, team coaches, and licensed athletic trainers in each school who are trained in first aid or cardio-pulmonary resuscitation;
  - b. Identification of the employees, team coaches, or licensed athletic trainers in each school who will be responsible for carrying out the emergency action plan and a description of their respective responsibilities;

# REGULATION

## UPPER SADDLE RIVER BOARD OF EDUCATION

PROGRAM

R 2431.1/Page 3 of 6

### EMERGENCY PROCEDURES FOR ATHLETIC PRACTICES AND COMPETITIONS (M)

- c. Identification of the activity location or venue;
  - d. Identification of the equipment and supplies that may be needed to respond to the emergency, including the location of each item; and
  - e. A description of the proper procedures to be followed after a student sustains a serious or life threatening sports-related injury including, but not limited to, responding to the injured student, summoning emergency medical care, assisting emergency responders in getting to the injured student, and documenting the actions taken during the emergency.
3. The emergency action plan shall be reviewed annually and updated as necessary. The plan shall be rehearsed annually in each school by the individuals who will be responsible for executing the plan in an emergency pursuant to N.J.S.A. 18A:40-41.11.
4. The proper procedures to be followed after a student sustains a serious or life-threatening sports-related injury while participating in sports or other athletic activity shall include, but not be limited to, the following components:
- a. The athletic coach or supervising staff member shall immediately notify the health personnel present at the activity and the health personnel shall assume responsibility for the emergency treatment of the student.
  - b. If no health personnel are present, or if none can be immediately summoned to the student's aid, the athletic coach or supervising staff member shall administer such first aid as may be necessary.
  - c. If the student's injury requires more than routine first aid, the athletic coach or supervising staff member shall:
    - (1) Summon emergency personnel by calling 911; or
    - (2) Arrange for the student's transportation to the nearest hospital or the office of the school physician.

# REGULATION

## UPPER SADDLE RIVER BOARD OF EDUCATION

PROGRAM

R 2431.1/Page 4 of 6

### EMERGENCY PROCEDURES FOR ATHLETIC PRACTICES AND COMPETITIONS (M)

- d. The athletic coach or supervising staff member shall promptly notify the Building Principal, the Superintendent, and the student's parent(s) of the student's injury and the condition and location of the student.
- e. An injured student who has been transported away from school premises must be accompanied by the athletic coach or supervising staff member, a member of the athletic department, a health professional, or other responsible adult known to the athletic coach or supervising staff member.

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

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

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

#### E. Reports

- 1. The athletic coach or supervising staff member shall complete and file a report of every injury that occurs to a student in the course of his/her participation in sports or other athletic activity regardless of the severity of the injury. The report shall include:
  - a. The date of the incident;
  - b. The name, age, and grade level of each injured student;
  - c. The district in which the student is enrolled;
  - d. The name and district of each student involved in the incident;

# REGULATION

## UPPER SADDLE RIVER BOARD OF EDUCATION

PROGRAM

R 2431.1/Page 5 of 6

### EMERGENCY PROCEDURES FOR ATHLETIC PRACTICES AND COMPETITIONS (M)

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

#### F. Readmission to Athletic Activities

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

# REGULATION

---

UPPER SADDLE RIVER  
**BOARD OF EDUCATION**

PROGRAM

R 2431.1/Page 6 of 6

EMERGENCY PROCEDURES FOR ATHLETIC PRACTICES AND  
COMPETITIONS (M)

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

Adopted: 13 December 2010

Revised: 25 February 2013

Revised: 8 February 2021

# POLICY

## UPPER SADDLE RIVER BOARD OF EDUCATION

# DRAFT

### 5330.05 SEIZURE ACTION PLAN (M)

#### M

The Board of Education requires the development of a seizure action plan, an individualized health care plan, and an individualized emergency health care plan for students with epilepsy or a seizure disorder to care for and treat these students while at school pursuant to N.J.S.A. 18A:40-12.34 et seq.

In accordance with N.J.S.A. 18A:40-12.35, the parent of the student with epilepsy or a seizure disorder seeking epilepsy or seizure disorder care while at school shall submit the student's seizure action plan annually to the school nurse.

In accordance with N.J.S.A. 18A:40-12.35, the school nurse shall develop an individualized health care plan and an individualized emergency health care plan for the student, provided the parents annually provide to the Board written authorization for the provision of epilepsy or seizure disorder care. The school nurse shall update these plans on an annual basis and as necessary in the event there is a change in the health status of the student. These plans shall include the information outlined in N.J.S.A. 18A:40-12.35.

In accordance with N.J.S.A. 18A:40-12.35, all staff members including staff working with school-sponsored programs outside the regular school day shall be trained in the care of students with epilepsy and seizure disorders. All school bus drivers, contracted and district-employed, shall be provided notice and information if they are transporting a student with epilepsy or a seizure disorder pursuant to N.J.S.A. 18A:40-12.36. The school nurse shall obtain a release from the parent of the student to authorize the sharing of medical information in accordance with N.J.S.A. 18A:40-12.37.

No school employee, including a school nurse, school bus driver, school bus aid, or any other officer or agent of the Board, shall be held liable for any good faith act or omission consistent with the provisions of N.J.S.A. 18A:40-12.34 through N.J.S.A. 18A:40-12.38, nor shall an action before the New Jersey State Board of Nursing lie against a school nurse for any such action taken by a person trained in good faith by the school nurse pursuant to N.J.S.A. 18A:40-12.34 through N.J.S.A. 18A:40-12.38. Good faith shall not include willful misconduct, gross negligence, or recklessness.

N.J.S.A. 18A:40-12.34 et seq.

Adopted: 8 February 2021



## DRAFT

R5330.05 SEIZURE ACTION PLAN (M)

### M

#### A. Definitions (N.J.S.A. 18A:40-12.34)

1. "Individualized emergency health care plan" means a document developed by the school nurse, in consultation with the parent of a student with epilepsy or a seizure disorder and other appropriate medical professionals, which is consistent with the recommendations of the student's health care providers and which provides specific actions for non-medical school staff to do in a particular emergency situation and is signed by the parent or guardian and the school nurse.
2. "Individualized health care plan" means a document developed by the school nurse, in consultation with the parent of a student with epilepsy or a seizure disorder and other appropriate medical professionals who may be providing epilepsy or seizure disorder care to the student, which is consistent with the recommendations of the student's health care providers and which sets out the health services needed by the student at school and is signed by the parent or guardian and the school nurse.
3. "School" means an elementary or secondary public school located within this State.
4. "School employee" means a person employed by a school district.
5. "Seizure action plan" means a comprehensive document provided by the student's physician, advanced practice nurse, or physician's assistant which includes, but is not limited to, information regarding presentation of seizures, seizure triggers, daily seizure medications, seizure first aid, and additional treatments.

#### B. Annual Submission of Student's Seizure Action Plan (N.J.S.A. 18A:40-12.35)

1. The parent of a student with epilepsy or a seizure disorder who seeks epilepsy or seizure disorder care while at school shall annually submit to the school nurse the student's seizure action plan.
2. The school nurse shall develop an individualized health care plan and an individualized emergency health care plan for the student, provided that the parents of the student annually provide to the Board of Education written authorization for the provision of epilepsy or seizure disorder care.
3. The individualized health care plan and individualized emergency health care plan, developed in accordance with N.J.S.A. 18A:40-12.35, shall be annually updated by

the school nurse and as necessary in the event there is a change in the health status of the student.

4. Each individualized health care plan shall include, and each individualized emergency health care plan may include, the following information:
  - a. Written orders from the student's physician or advanced practice nurse outlining the epilepsy or seizure disorder care;
  - b. The symptoms of the epilepsy or seizure disorder for that particular student and recommended care;
  - c. Full participation in exercise and sports, and any contraindications to exercise, or accommodations that must be made for that particular student;
  - d. Accommodations for school trips, after-school activities, class parties, and other school-related activities;
  - e. Education of all school personnel about epilepsy and seizure disorders, how to recognize and provide care for epilepsy and seizure disorders, and when to call for assistance;
  - f. Medical and treatment issues that may affect the educational process of the student with epilepsy or the seizure disorder;
  - g. The student's ability to manage, and the student's level of understanding of, the student's epilepsy or seizure disorder; and
  - h. How to maintain communication with the student, the student's parent and health care team, the school nurse, and the educational staff.
5. The Superintendent or designee shall coordinate the provision of epilepsy and seizure disorder care at the school and ensure that all staff are trained in the care of students with epilepsy and seizure disorders, including staff working with school-sponsored programs outside of the regular school day.
6. The training required pursuant to B.5. above shall include a Department of Health approved on-line or in-person course of instruction provided by a nonprofit national organization that supports the welfare of individuals with epilepsy and seizure disorders.

C. Information Provided to Bus Driver (N.J.S.A. 18A:40-12.36)

# REGULATION

## UPPER SADDLE RIVER BOARD OF EDUCATION

1. In the event a school bus driver transports a student with epilepsy or a seizure disorder, the School Business Administrator/Board Secretary or designee shall provide the driver with:
  - a. A notice of the student's condition;
  - b. Information on how to provide care for epilepsy or the seizure disorder;
  - c. Emergency contact information;
  - d. Epilepsy and seizure disorder first aid training; and
  - e. Parent contact information.
- D. Release to Share Medical Information (N.J.S.A. 18A:40-12.37)
  1. The school nurse shall obtain a release from the parent of a student with epilepsy or a seizure disorder to authorize the sharing of medical information between the student's physician or advanced practice nurse and other health care providers.
  2. The release shall also authorize the school nurse to share medical information with other staff members of the school district as necessary.

Adopted: 8 February 2021

## DRAFT

Finances  
6440/Page 1 of 3  
COOPERATIVE PURCHASING

### 6440 COOPERATIVE PURCHASING (M)

#### M

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

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

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

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

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

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

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

When the lead agency is a Board of Education or Educational Service Commission and the entire membership of the cooperative purchasing system established and properly

# POLICY

## UPPER SADDLE RIVER BOARD OF EDUCATION

Finances

6440/Page 2 of 3

### COOPERATIVE PURCHASING

registered with the New Jersey Division of Local Government Services in the Department of Community Affairs are Boards of Education, the provision and performance of goods or services shall be conducted pursuant to the Public Schools Contract Law. (N.J.S.A. 18A:18A-11 et seq.)

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

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

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

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

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



# POLICY

## UPPER SADDLE RIVER BOARD OF EDUCATION

Finances

6440/Page 3 of 3

### COOPERATIVE PURCHASING

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

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

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

N.J.S.A. 18A:18A-11 through 14

N.J.S.A. 40A:11-1 et seq.

N.J.A.C. 5:34-7

N.J.A.C. 6A:23A-21.5

Adopted: 16 June 2008

Revised: 8 February 2021



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

# DRAFT

### M

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

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

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

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

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

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

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

# POLICY

## UPPER SADDLE RIVER BOARD OF EDUCATION

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

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

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

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

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

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

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

Adopted: 8 February 2021

## R6470.01 ELECTRONIC FUNDS TRANSFER AND CLAIMANT CERTIFICATION (M)

### M **DRAFT**

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

For the purpose of Policy and Regulation 6470.01:

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

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

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

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

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

"Chief Executive Officer" means the Superintendent of Schools.

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

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

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

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

# REGULATION

## UPPER SADDLE RIVER BOARD OF EDUCATION

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

"Governing body" means the Board of Education.

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

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

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

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

"Procurement card" or "P-card" means an account or physical card that represents an account governed by characteristics specific to a procurement card. These characteristics include limits of time, amount, access, and purchase category controlled by the local unit, local authority, or county college in accordance with an agreement with an issuer. While such cards may have the appearance of a credit card, such as Visa, MasterCard, American Express, or Discover, such general-purpose cards do not feature the controls that procurement cards have and as such are not permitted under N.J.A.C. 5:30-9A.1 et seq. A "Procurement card" or "P-card" may not be used by a Board of Education.

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

"Standard electronic funds transfer technologies" means technologies that facilitate the transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, initiated by means such as, but not limited to, an electronic terminal, telephone,



# REGULATION

## UPPER SADDLE RIVER BOARD OF EDUCATION

computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit an account, and incorporate, at a minimum, internal controls set forth in rules promulgated by the Local Finance Board. No general purpose credit or debit card shall be considered a standard EFT technology.

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

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

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

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

1. The Board of Education adopts Policy and Regulation 6470.01 to permit the School Business Administrator/Board Secretary to use only the forms of standard EFT technologies that are approved for New Jersey Boards of Education for EFTs for payment of claims pursuant to N.J.A.C. 5:30-9A.1 et seq. and 5:31-4.1, implementing N.J.S.A. 40A:5-16.5.
  - a. A Board of Education may not utilize procurement cards, charge cards, charge accounts, or any payment services such as PayPal or Venmo.
2. N.J.A.C. 5:30-9A.1 et seq. does not authorize a Board of Education to exceed the maximum bid thresholds or other limits set forth in the Public School Contracts Law, N.J.S.A. 18A:18A-1 et seq.
3. Providers of ACH and wire transfer services are to be financial institutions chartered by Federal or State authority. ACH and wire transfer services must be provided by a financial institution covered by the Governmental Unit Deposit Protection Act (GUDPA), N.J.S.A. 17:9-41 et seq.

C. Standard Electronic Funds Transfer Technologies; Internal Controls and Conditions for Use – N.J.A.C. 5:30-9A.4

1. The Board of Education will only initiate and approve electronic funds in accordance with N.J.A.C. 5:30-9A.1 et seq. Standard EFT technologies shall incorporate, at minimum, the following features and safeguards:

# REGULATION

## UPPER SADDLE RIVER BOARD OF EDUCATION

- a. The ability to designate specific individuals able to initiate disbursements, barring those not authorized to initiate disbursements from doing so.
  - (1) The Board of Education designates and approves the School Business Administrator/Board Secretary to be responsible to initiate a claim for payment using an EFT method that has been duly approved in accordance with N.J.S.A. 18A:19-1 et seq. and Policy and Regulation 6470.01.
  - (2) Each claim for payment approved or ratified by the Board shall indicate any payment made using an EFT technology, the type of EFT technology that will or has been utilized in paying the claim, along with a reference that permits tracking.
- b. The ability to designate individuals who may authorize disbursement and segregate initiation and authorization functions. Password or other security controls shall be in place to restrict access based on an individual's authorized role.
  - (1) The School Business Administrator/Board Secretary shall initiate a claim for payment by presenting a claim that has been approved by the Board, to be paid using an EFT technology. The School Business Administrator/Board Secretary shall submit the claim for payment with all supporting documentation to the Superintendent of Schools or a designee who is not under the direct supervision of the School Business Administrator/Board Secretary.
  - (2) The Superintendent of Schools or a designee who is not under the direct supervision of the School Business Administrator/Board Secretary shall review the claim for payment and authorize, in writing, the EFT claim that was initiated by the School Business Administrator/Board Secretary before the School Business Administrator/Board Secretary pays the claim using an EFT method.
    - (a) The School Business Administrator/Board Secretary will not pay a claim using an EFT method without written authorization from the Superintendent of Schools or the designee.
  - (3) The Board of Education shall annually approve the School Business Administrator/Board Secretary as the person responsible to initiate a claim for payment and the Superintendent of Schools or the designee not under the direct supervision of the School Business



# REGULATION

## UPPER SADDLE RIVER BOARD OF EDUCATION

Administrator/Board Secretary as the person responsible to review a claim for payment presented by the School Business Administrator/Board Secretary and authorize the School Business Administrator/Board Secretary to make the payment using an EFT method.

- (4) The Superintendent of Schools or the designee shall ensure passwords and security codes are in place to restrict access based on an individual's role.
- c. The ability to confirm receipt of payment by vendor.
  - (1) The School Business Administrator/Board Secretary shall receive confirmation from the vendor an EFT payment has been received by the vendor. Documentation supporting receipt of an EFT payment received by a vendor shall be included with the claim's supporting documentation.
- d. The ability to bar automatic debits from Board of Education accounts.
  - (1) The School Business Administrator/Board Secretary shall require all banking institutions approved by the Board of Education prohibit any automatic debits from any Board of Education bank account as each individual disbursement to a vendor must be preceded by instructions submitted to the bank.
- e. The ability for appropriate officials to view transaction history, generate activity reports, and conduct supervisory reviews of all transactions.
  - (1) On no less than a weekly basis, the School Business Administrator/Board Secretary shall prepare an Activity Report on all EFT-based transactions.
  - (2) All Activity Reports prepared by the School Business Administrator/Board Secretary shall be submitted and reviewed by an employee or non-employee (i.e. school auditor, accountant, Board President, etc.) approved annually by the Board of Education who is not under the direction of the School Business Administrator/Board Secretary and who is not empowered to authorize EFT transactions.
  - (3) The Activity Report shall include, but not be limited to:
    - (a) The name of the payee;

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

# REGULATION

## UPPER SADDLE RIVER BOARD OF EDUCATION

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

vulnerabilities, with necessary patches and updates being implemented; and

- (i) Develop a Cybersecurity Incident Response Plan.
- (2) The managing organization shall:
  - (a) Check provider credentials and contracts when using cloud services;
  - (b) Educate staff in good security measures and perform employee background checks; and
  - (c) Create a computer security incident response team, generally called a CSIRT.
- j. Financial institution providers of standard EFT technologies shall provide annual evidence of satisfactory internal control to the School Business Administrator/Board Secretary;
- k. ACH payments shall follow rules set forth by the National Automated Clearing House Association (NACHA) or an equivalent successor banking industry standard. In addition, the following safeguards shall be instituted:
  - (1) All EFTs through the ACH must utilize EDI technology and be subject to an Electronic Funds Transfer and Indemnification Agreement;
  - (2) A user that can generate an ACH file shall neither have upload rights nor access that permits editing of a vendor routing number or vendor account number;
  - (3) Each edit to vendor ACH information shall be approved by a separate individual and be logged showing the user editing the data, date stamp, IP address, and the approval of the edit;
  - (4) Any ACH file that is in plain text format shall not be stored on a local computer past the time transmitted to a bank; and
  - (5) If supported by the Board of Education's financial institution(s), said entities shall avail themselves of the ability to recall ACH payments via NACHA file.

# REGULATION

## UPPER SADDLE RIVER BOARD OF EDUCATION

2. The Board of Education will only utilize standard EFT technologies upon instituting, at a minimum, the following fiscal and operational controls:
  - a. Policy and Regulation 6470.01 shall be adopted authorizing and governing the use of standard EFT technologies consistent with N.J.A.C. 5:30-9A.1 et seq.;
  - b. The School Business Administrator/Board Secretary shall ensure that the minimum internal controls set forth in N.J.A.C. 5:30-9A.1 et seq., along with those internal controls set forth in Policy and Regulation 6470.01 are in place and being adhered to;
  - c. Initiation and authorization roles shall be segregated, and password-restricted.
    - (1) The School Business Administrator/Board Secretary shall be responsible for initiating all EFTs.
    - (2) When the School Business Administrator/Board Secretary initiates an EFT, the Superintendent or a designee not under the direct supervision of the School Business Administrator/Board Secretary shall be responsible for authorization of the EFT.
      - (a) The School Business Administrator/Board Secretary will not pay a claim using an EFT method without written authorization from the Superintendent of Schools or the designee.
    - (3) The Board of Education may designate and approve a backup officer/staff member in the event the School Business Administrator/Board Secretary or Superintendent or a designee not under the direct supervision of the School Business Administrator/Board Secretary who is approved to authorize the EFT payment is unavailable.
    - (4) All payment of claims, ordinances, or resolutions enacted pursuant to N.J.S.A. 40A:5-17.b shall, at a minimum, comply with the provisions of N.J.A.C. 5:30-9A.4.
    - (5) N.J.A.C. 5:30-9A.4 shall not be interpreted to prevent a Board of Education from requiring, authorizing, and approving more than one officer to authorize an EFT.

# REGULATION

## UPPER SADDLE RIVER BOARD OF EDUCATION

- d. No Board of Education shall disburse funds unless the goods and services are certified as having been provided pursuant to N.J.S.A. 18A:19-1 et seq. and N.J.A.C. 5:30-9A.1 et seq.
  - e. On no less than a weekly basis, Activity Reports on all transactions utilizing standard EFT technologies shall be reviewed by an individual designated and approved by the Board that is not under the direct supervision of the School Business Administrator/Board Secretary and is not empowered to initiate or authorize EFTs.
    - (1) Reconciliations shall be performed on a monthly basis.
    - (2) All Activity Reports generated by the School Business Administrator/Board Secretary shall be monitored by another individual designated and approved by the Board who is not under the supervision of the School Business Administrator/Board Secretary.
  - f. A user that uploads an ACH file shall check the amounts and recipients against a register displaying ACH payments.
- D. Claimant Certification; When Payment Can Be Made Without Claimant Certification - N.J.A.C. 5:30-9A.6
- 1. Claimant certification for a Board of Education shall be in accordance with the provisions of N.J.S.A. 18A:19-3 and rules promulgated by the New Jersey Department of Education.
- E. Automated Clearing House (ACH) Transactions
- 1. Providers of ACH and wire-transfer services must be financial institutions chartered by a State or Federal agency, with the further requirement that financial institutions providing ACH and wire transfer services be covered under the GUDPA, N.J.S.A. 17:9-41 et seq.
  - 2. ACH payments shall follow rules set forth by the National Automated Clearing House Association (NACHA) or equivalent successor banking industry standard.
  - 3. EFTs through ACH must utilize EDI technology which provides transaction related details including invoice numbers, pay dates, and other identifying information as appropriate for each transaction.
  - 4. The Board of Education must approve an ACH Origination Agreement with the financial institution(s).



# REGULATION

## UPPER SADDLE RIVER BOARD OF EDUCATION

5. Users authorized to generate an ACH file shall neither have upload rights nor access permitting editing of a vendor routing number or vendor account number.
6. Each edit to vendor ACH information must be approved by a separate individual and be logged showing the user editing the data, date stamp, IP address, and the approval of the edit.
7. Any user uploading an ACH file shall check the amounts and recipients against a register displaying ACH payments.
8. If supported by the financial institution, the Board of Education shall avail itself of the ability to recall ACH payments via NACHA file.

Adopted: 8 February 2021

## DRAFT

Property  
7440/Page 1 of 2  
SCHOOL DISTRICT SECURITY (M)

### 7440 SCHOOL DISTRICT SECURITY (M)

#### M

The Board of Education believes the buildings and facilities of the school district represent a substantial community investment. The Board directs the development and implementation of a plan for school district security to protect the school community's investment in the school buildings and facilities. The Board will comply with the security measures required in N.J.S.A. 18A:7G-5.2 for new school construction and for existing school buildings.

The school district security program will include: maintenance of facilities that are secure against unwelcome intrusion; protection against fire hazards and faulty equipment; and compliance with safe practices in the use of electrical, plumbing, heating, and other school building equipment.

The Board shall provide to local law enforcement authorities a copy of the current maps for all schools and school grounds within the school district or nonpublic school. In the case of a school building located in a municipality in which there is no municipal police department, a copy of the maps shall be provided to an entity designated by the Superintendent of the New Jersey State Police. The Board shall provide revised copies to the applicable law enforcement authorities or designated entities any time that there is a change to the maps.

The Board directs close cooperation of district officials with law enforcement, fire officials, and other emergency agencies.

Each public elementary and secondary school building shall be equipped with at least one panic alarm for use in a school security emergency pursuant to N.J.S.A. 18A:41-10 through 13.

The Superintendent of Schools shall designate a school administrator, or a school employee with expertise in school safety and security, as a School Safety Specialist for the district in accordance with the provisions of N.J.S.A. 18A:17-43.3. The School Safety Specialist shall be required to acquire a New Jersey Department of Education School Safety Specialist certification in accordance with the provisions of N.J.S.A. 18A:17-43.2. The School Safety Specialist shall also serve as the school district's liaison with local law enforcement and national, State, and community agencies and organizations in matters of school safety and security.

# POLICY

## UPPER SADDLE RIVER BOARD OF EDUCATION

Property  
7440/Page 2 of 2  
SCHOOL DISTRICT SECURITY (M)

Access to school buildings and grounds outside the hours school is in session shall be limited to personnel whose employment requires their presence in the facility. An adequate key control system will be established to limit building access to authorized personnel and guard against the potential of intrusion by unauthorized persons who have obtained access improperly.

In accordance with N.J.S.A. 18A:7G-5.2.b.(15), propping open doors to buildings on school grounds is strictly prohibited and students and staff shall not open a door for any individual. All persons seeking entry into the main building shall be directed to the main entrance.

Building records and funds shall be kept in a safe place and secured as appropriate and necessary.

Protective devices designed to be used as safeguards against illegal entry and vandalism may be installed when appropriate. The Board may approve the employment of school resource officers, school security officers, and/or law enforcement officers in situations in which special risks are involved.

The school district shall annually conduct a school safety audit for each school building in accordance with the provisions of N.J.S.A. 18A:41-14.

N.J.S.A. 18A:7G-5.2; 18A:17-43.1; 18A:17-43.2; 18A:17-43.3;  
18A:41-7.1; 18A:41-10; 18A:41-11; 18A:41-12;  
18A:41-13; 18A:41-14  
N.J.A.C. 6A:16-1.3; 6A:26-1.2

Adopted: 16 June 2008  
Revised: 30 April 2018  
Revised: 29 April 2019  
Revised: 16 December 2019  
Revised: 8 February 2021

# POLICY

## UPPER SADDLE RIVER BOARD OF EDUCATION

Property  
7450/Page 1 of 2  
PROPERTY INVENTORY

# DRAFT

### 7450 PROPERTY INVENTORY (M)

#### M

The Board of Education recognizes that efficient management and the replacement of lost, damaged, or stolen property depends upon an accurate inventory and properly maintained records.

The district shall maintain a complete inventory by physical count of all district-owned equipment.

For the purpose of this Policy, “equipment” shall mean any instrument, machine, apparatus, or set of articles which meets all of the following criteria and the cost is above \$2,000:

1. It retains its original shape, appearance, and character with use;
2. It does not lose its identity through fabrication or incorporation into a different more complex unit or substance;
3. It is nonexpendable; that is, if the item is damaged or some of its parts are lost or worn out, it is more feasible to repair the item than to replace it with an entirely new unit; and
4. Under normal conditions of use, including reasonable care and maintenance, it can be expected to serve its principal purpose for at least one year.

Unless otherwise bound by Federal, State, or local law, the school district will use the criteria above for their equipment classification decisions.

The School Business Administrator/Board Secretary or designee shall ensure that inventories are systematically and accurately recorded and that property records of equipment are adjusted annually. Major items of equipment shall be subject to annual spot check inventory. A major loss shall be reported to the Board.

Property records of supplies shall be maintained on a continuous inventory basis. An item should be classified as a “supply” if it does not meet all the stated equipment criteria outlined above and the cost is not more than the capitalization threshold of \$2,000.

# POLICY

## UPPER SADDLE RIVER BOARD OF EDUCATION

Property  
7450/Page 2 of 2  
PROPERTY INVENTORY

The School Business Administrator/Board Secretary or designee shall maintain a system of property records that show, as appropriate to the item recorded, description and identification, manufacturer, year of purchase, initial cost, location, condition and depreciation, and current evaluation in conformity with insurance requirements.

N.J.S.A. 18A:4-14

New Jersey Department of Education – “The Uniform Minimum Chart of Accounts for New Jersey Public Schools and Approved Private Schools for Students with Disabilities” 2020-2021 Edition

Adopted: 16 June 2008

Revised: 8 February 2021



## DRAFT

### 7510 USE OF SCHOOL FACILITIES (M)

#### M

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

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

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

- \_\_\_ Uses and groups directly related to the schools and the operations of the schools, including student and teacher groups;
- \_\_\_ Uses and organizations indirectly related to the schools, including the PTO and USREF;
- \_\_\_ Departments and agencies of the municipal government;
- \_\_\_ Governmental agencies;
- \_\_\_ Community organizations formed for charitable, civic, social, or educational purposes;
- \_\_\_ Community political organizations;
- \_\_\_ Community church groups;
- \_\_\_ Private groups and organizations;

The use of school facilities will not be granted for the advantage of any commercial or profit-making organization, partisan political activity, or any private social function. The use of school facilities will not be granted for any purpose that is prohibited by law.



# POLICY

## UPPER SADDLE RIVER BOARD OF EDUCATION

Property  
7510/Page 2 of 3  
USE OF SCHOOL FACILITIES

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

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

1. The use of school facilities for activities directly related to the educational program and district operations shall be without cost to the user except that the user shall be responsible for any custodial costs incurred by the use and any fees charged by a law enforcement agency in connection with the use.
2. All other organizations or persons granted the use of school shall pay in advance the scheduled fee and the cost of any additional staff services required by the use.

The school district shall not be liable for the injury or death of a person due to the action or inaction of persons employed by, or under contract with, a youth sports team organization that uses school facilities or operates on school grounds.

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

The Board shall provide to all persons who supervise youth programs that are not sponsored by the school district, but operate a program in a district building before or after school hours, on the weekend, or during a period when school is not in session, information on the district's school practices and procedures in the event of a school safety or security incident at a school including non-confidential information on evacuation procedures, emergency response protocols, and emergency contact information in accordance with the provisions of N.J.S.A. 18A:41-7.

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

# POLICY

---

## UPPER SADDLE RIVER BOARD OF EDUCATION

Property  
7510/Page 3 of 3  
USE OF SCHOOL FACILITIES

outlined in the use of school facilities application, and in accordance with the terms outlined in the approval granted by the school district.  
N.J.S.A. 18A:20-20; 18A:20-34; 18A:41-7

Adopted: 16 June 2008  
Revised: 8 February 2021

## DRAFT

Operations  
8420/Page 1 of 2  
EMERGENCY AND CRISIS SITUATIONS (M)

### 8420 EMERGENCY AND CRISIS SITUATIONS (M)

#### M

The Board of Education recognizes its responsibility to provide for the safety and security in each school building in the district. The district will develop and implement written plans and procedures to provide for the protection of health, safety, security, and welfare of the school population; the prevention of, intervention in, response to and recovery from emergency and crisis situations; the establishment and maintenance of a climate of civility; and supportive services for staff, students, and their families.

The Superintendent of Schools or designee shall consult with law enforcement agencies, health and social services provider agencies, emergency management planners, and school and community resources, as appropriate, in the development of the school district's plans, procedures, and mechanisms for school safety and security. The plans, procedures, and mechanisms shall be consistent with the provisions of N.J.A.C. 6A:16-5.1 and the format and content established by the Domestic Security Preparedness Task Force, pursuant to N.J.S.A. App. A:9-64 et seq., and the Commissioner of Education and shall be reviewed annually, and updated as appropriate.

A copy of the school district's school safety and security plan shall be disseminated to all school district employees. New employees shall receive a copy of the school district's safety and security plan, as appropriate, within sixty days of the effective date of their employment. All employees shall be briefed in writing, as appropriate, regarding updates and changes to the school safety and security plan.

The school district shall develop and provide an in-service training program for all school district employees to enable them to recognize and appropriately respond to safety and security concerns, including emergencies and crisis, consistent with the school district's plans, procedures, and mechanisms for school safety and security and the provisions of N.J.A.C. 6A:16-5.1. New employees shall receive this in-service training, as appropriate, within sixty days of the effective date of their employment. This in-service training program shall be reviewed annually and updated, as appropriate.

The Board shall ensure individuals employed in the district in a substitute capacity are provided with information and training on the district's practices and procedures on school safety and security including instruction on school security drills, evacuation procedures, and emergency response protocols in the district and the school building where the individuals are employed in accordance with the provisions of N.J.S.A. 18A:41-7.

In accordance with N.J.S.A. 18A:41-1, at least one fire drill and one school security drill will be conducted each month within school hours, including any summer months, which the school is open for instructional programs. A school security drill means an exercise, other than a fire drill, to practice procedures that respond to an emergency situation including, but not limited to, a non-fire evacuation, lockdown, bomb threat, or active shooter situation that is similar in duration to a fire drill. Schools are required to hold a minimum of two active shooter, non-fire evacuation, bomb threat, and lockdown security drills annually. Responses made necessary by the unplanned activation of emergency procedures or by any other emergency shall not be substituted for a required school security drill.

The Principal or designee will provide local law enforcement or other emergency responders, as appropriate, with a friendly notification at least forty-eight hours prior to holding a school security drill. Although these outside agencies are not required to observe school security drills, the Principal is encouraged to invite representatives from local law enforcement and emergency responder agencies to attend and observe at least four different security drills annually.

Such drills and in-service training programs shall be conducted in accordance with a building security drill guide and training materials that educate school employees on proper evacuation and lockdown procedures in a variety of emergency situations on school grounds as provided by the New Jersey Office of Homeland Security and Preparedness.

The school district will be required to annually submit a security drill statement of assurance to the New Jersey Department of Education by June 30 of each school year. Each school in the district will be required to complete a security drill record form as required by the New Jersey Department of Education.

N.J.S.A. 2C:33-3

N.J.S.A. 18A:41-1 et seq.; 18A:41-7

N.J.A.C. 6A:16-5.1; 6A:27-11.2

Adopted: 16 June 2008

Revised: 18 October 2010

Revised: 28 March 2011

Revised: 8 February 2021