

**FRANKLIN LAKES BOARD OF EDUCATION  
FRANKLIN LAKES, NEW JERSEY**

**REGULAR BUSINESS MEETING AGENDA**

Tuesday, September 23, 2014

Franklin Avenue Middle School  
755 Franklin Avenue, 8:00 PM  
Instrumental Music Room

1. **CALL TO ORDER BY THE PRESIDENT**

2. **FLAG SALUTE**

3. **PUBLIC ANNOUNCEMENT**

The New Jersey Open Public Meetings Law was enacted to ensure the right of the public to have advance notice and to attend the meetings of public bodies at which any business affecting their interests is discussed or acted upon. This does not extend to Board discussions of pending or active litigation, contract negotiation, and matters involving the confidentiality and privacy rights of students and employees. In accordance with the provisions of the Act, the Franklin Lakes Board of Education has caused notice of this meeting to be published by having the date, time, and place thereof posted on the School website; published in the Board's designated newspapers: *The Ridgewood News* and *The Record*; and mailed to all persons, if any, who have requested said notice. In addition, please be aware that employees of this School District retain the right of privacy and shall retain all rights regarding defamation and slander according to the laws of New Jersey. The Board shall not be held liable for comments made by members of the public and, in order to protect the privacy rights of employees in the District, the Board shall not respond to statements made by the public of or about District employees.

Meetings of the Board are conducted for the purpose of carrying on the business of the schools and, therefore, are not public meetings, but meetings held in public. As a reminder, the Board of Education has a "BOE Suggestion Box" located on the District Website under "Board of Education." The Board welcomes your questions, input and suggestions.

4. **ROLL CALL**

Mr. Michael Ben-David, Ms. Christine Christopoul, Mr. Laurence Loprete, Ms. Susan McGowan, Ms. Shirley O'Reilly, Ms. Kathie Schwartz, Mr. Craig Urciuoli, Ms. Jackie Veliky

5. **SWEARING IN OF NEW BOARD MEMBER**

Mr. Robert Medeiros

6. **APPROVAL OF MINUTES**

- Motion to approve the Minutes from the meetings on September 09, 2014

OFFERED BY \_\_\_\_\_ SECONDED BY \_\_\_\_\_

7. **MOTION TO APPROVE BOARD SECRETARY AND TREASURER'S REPORTS**

None

8. **APPROVAL OF MONTHLY BUDGET STATUS CERTIFICATION**

None

9. **PUBLIC WORK SESSION**

- Board and District Goal Setting – 60 minutes
- Update and Revise Mission Statement – 20 minutes

10. **QUESTIONS AND COMMENTS FROM THE AUDIENCE ON AGENDA ITEMS (30 MINUTES)**

- Motion to open the meeting to public discussion on agenda items
- Statements made by individual participants are limited to a duration of three (3) minutes unless otherwise announced at the beginning of the discussion. The Board urges large groups to select one person to represent them. The Board utilizes a yellow and red color-coded system to reinforce the three (3) minute time allotment to ensure the best opportunity for the Board to hear from all members of the public who wish to speak. The Board reminds those individuals who take the opportunity to speak to please step up to the microphone, identify themselves by name and address, and to limit their comments to items listed on the agenda. The Board may or may not respond to issues raised by members of the public. All comments will be considered and a response will be forthcoming if and when appropriate. The Board asks all members of the public to be courteous and mindful of the rights of other individuals when speaking. Specifically, the Board discourages comments regarding students and employees and will not respond to such comments. Please note that after the public discussion is closed by the President, no other questions or comments from the audience will be permitted until the "Questions and Comments from the Audience on Any Topic of Concern" at the end of the agenda. At that time, questions do not have to be confined to agenda items.
- Motion to close the public discussion and re-enter the regular public meeting

11. **RESOLUTIONS**

**COMMITTEE OF THE WHOLE**

**#1CW**

RESOLUTION NO. 11533

**APPROVE SUBMISSION OF THE SCHOOL SELF-ASSESSMENT FOR DETERMINING GRADES UNDER THE ANTI-BULLYING BILL OF RIGHTS ACT FOR 2013/2014**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Franklin Lakes Board of Education approves the submission of the School-Self-Assessment for Determining Grades under the *Anti-Bullying Bill of Rights Act* for 2013/2014 to the New Jersey Department of Education.

Motion by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

Seconded by \_\_\_\_\_

DATED: September 23, 2014

Attachment

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#2CW

RESOLUTION NO. 11534

**ACCEPT DONATION FOR FACULTY LOUNGE**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Board of Education accepts a donation from the Arpacilar Family for granite counter tops in the WAS faculty lounge.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

DATED: September 23, 2014

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#3CW

RESOLUTION NO. 11535

**ACCEPT DONATION FOR FAMS PODIUM**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Board of Education accepts a \$500.00 donation for the 2014 8<sup>th</sup> grade class from the PTA for a podium at FAMS.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

DATED: September 23, 2014

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#4CW

RESOLUTION NO. 11536

**ACCEPT STATE'S FINDINGS REGARDING SPECIAL EDUCATION REQUIREMENTS**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Board of Education accepts the state's findings that the Franklin Lakes School District meets the requirements with regard to implementation of special education requirements based on data from the 2012-13 school year.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

DATED: September 23, 2014

Attachment

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**BUILDINGS, GROUNDS AND OPERATIONS**

#1BGO

RESOLUTION NO. 11537

**SYNERGY SHARED SERVICES UPDATE**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Board of Education acknowledges receipt of the attached Synergy Project Report of the Synergy Task Force.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

DATED: September 23, 2014  
Attachment

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**COMMUNITY RELATIONS**

RESOLUTION NO. NONE

**CURRICULUM & INSTRUCTION COMMITTEE**

RESOLUTION NO. NONE

**FINANCE**

#1F

RESOLUTION NO. 11538

**APPROVAL OF NONPUBLIC ENTITLEMENTS FOR 2014/15**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Board approves the 2014/15 nonpublic entitlements:

Nonpublic nursing	\$18,780
Nonpublic technology	6,304
Nonpublic textbook aid	\$11,737

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

DATED: September 23, 2014

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#2F

RESOLUTION NO. 11539

**APPROVE NONPUBLIC TECHNOLOGY INITIATIVE PROGRAM AGREEMENT**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Franklin Lakes Board of Education agrees to approve the Nonpublic Technology Initiative Program Agreement between Academy of Most Blessed Sacrament and Barnert Temple Preschool for 2014/15 school year.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

DATED: September 23, 2014

Attachment

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#3F

RESOLUTION NO. 11540

**APPROVE NONPUBLIC NURSING PROGRAM AGREEMENT**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Franklin Lakes Board of Education agrees to approve the Nonpublic Nursing Program Agreement between Academy of Most Blessed Sacrament and Barnert Temple Preschool for 2014/15 school year.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

DATED: September 23, 2014

Attachment

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#4F

RESOLUTION NO. 11541

**APPROVE CONTRACT WITH AUBREY BYRNE FOR HOME PROGRAMMING SERVICES**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Franklin Lakes Board of Education retroactively approves the contract with Aubrey Byrne to provide Home Programming Services for children with Autism at a contracted rate of \$12,000.00 for 2014-15 school year, effective September 4, 2014 – June 30, 2015.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

DATED: September 23, 2014

Attachment

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#5F

RESOLUTION NO. 11542

**APPROVAL OF BUDGET PREPARATION CALENDAR FOR 2015/16**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Franklin Lakes Board of Education approves the Budget Preparation Calendar for 2015/16 Budget Planning.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

DATED: September 23, 2014

Attachment

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**PERSONNEL**

#1P

RESOLUTION NO. 11543

**APPROVAL OF STAFF TRIPS AND CONFERENCES**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Franklin Lakes Board of Education approves the attendance of staff members at the conferences listed on the attached summary.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

DATED: September 23, 2014

Attachment

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#2P

RESOLUTION NO. 11544

**APPOINTMENT OF RISA D'ANGELO AS 1:1 PARAEDUCATOR AT COLONIAL ROAD SCHOOL**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Franklin Lakes Board of Education approves the appointment of Risa D'Angelo as A 1:1 ParaEducator at Colonial Road School for the 2014-15 school year, at a salary of \*\$24,363.00, prorated, effective September 24, 2014 – June 30, 2015.

**BE IT FURTHER RESOLVED** that the Board hereby authorizes the Superintendent of Schools to make application for approval of the employment of Risa D'Angelo to the Commissioner of Education on an emergent basis for a period of three months pursuant to N.J.S.A. 18A:6-7.1c pending clearance of a Criminal History Records check.

**BE IT FURTHER RESOLVED** that this appointment is expressly contingent upon Risa D'Angelo executing the Board's customary employment contract, containing a sixty (60) day termination clause.

\* SALARY TO BE ADJUSTED UPON RATIFICATION OF SUCCESSOR BOARD/FLEA AGREEMENT

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

DATED: September 23, 2014

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#3P

RESOLUTION NO. 11545

**APPOINTMENT OF SUBSTITUTE TEACHERS**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Franklin Lakes Board of Education approves the following as Substitute Teacher(s):

- Aylin Karca-Acikgoz (Nurse)
- Marwa Saadawi
- Denise Shabet (Nurse)
- Kathryn Zinn

**BE IT FURTHER RESOLVED** that the above appointment(s) are subject to proof of compliance with the provisions of N.J.S.A. 18A:6-7.1b, Criminal History Records Checks for Substitutes.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

DATED: September 23, 2014

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#4P

RESOLUTION NO. 11546

**TRANSFER OF LIESEL STEINES, CSI TEACHER, FRANKLIN LAKES SCHOOL DISTRICT TO CSI TEACHER/K-8 LANGUAGE ARTS/LITERACY STAFF DEVELOPER, FRANKLIN LAKES SCHOOL DISTRICT**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Franklin Lakes Board of Education approves the transfer of Liesel Steines, CSI Teacher, Franklin Lakes School District to CSI Teacher/K-8 Language Arts/Literacy Staff Developer, Franklin Lakes School District, for the 2014-15 school year, at Step 6, Class MA, on the teacher's salary guide at a salary of \*\$60,325.00, and also receive five zero periods per week at the annual rate of \$8,000, effective November 1, 2014.

**BE IT FURTHER RESOLVED** that this appointment is expressly contingent upon Liesel Steines executing the Board's customary employment contract, containing a sixty (60) day termination clause.

\* SALARY TO BE ADJUSTED UPON RATIFICATION OF SUCCESSOR BOARD/FLEA AGREEMENT

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

DATED: September 23, 2014

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#5P

RESOLUTION NO. 11547

**TRANSFER OF KATIE DEROSA, LANGUAGE ARTS TEACHER, FRANKLIN AVENUE MIDDLE SCHOOL TO CSI TEACHER/K-8 LANGUAGE ARTS/LITERACY STAFF DEVELOPER, FRANKLIN LAKES SCHOOL DISTRICT**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Franklin Lakes Board of Education approves the transfer of Katie DeRosa, Language Arts Teacher, Franklin Avenue Middle School to CSI Teacher/K-8 Language Arts/Literacy Staff Developer, Franklin Lakes School District, for the 2014-15 school year at Step 7, Class MA+30, on the teacher's salary guide at a salary of \*\$61,930.00, and also receive 5 zero periods per week at the annual rate of \$8,000, effective November 1, 2014.

**BE IT FURTHER RESOLVED** that this appointment is expressly contingent upon Katie DeRosa executing the Board's customary employment contract, containing a sixty (60) day termination clause.

\* SALARY TO BE ADJUSTED UPON RATIFICATION OF SUCCESSOR BOARD/FLEA AGREEMENT

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

DATED: September 23, 2014

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**APPOINTMENT OF NOELLE BOMBERGER AS TECHNOLOGY EDUCATION/INDUSTRIAL ARTS TEACHER AT FRANKLIN AVENUE MIDDLE SCHOOL**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Franklin Lakes Board of Education approves the appointment of Noelle Bomberger as Technology Education/Industrial Arts Teacher at Franklin Avenue Middle School for the 2014-15 school year, to be placed at Step 1, Class BA on the teacher’s salary guide at a salary of \*\$50,885.00, prorated and also receive 5 zero periods per week at the annual rate of \$8,000, prorated, effective September 24, 2014.

**BE IT FURTHER RESOLVED** that the Board hereby authorizes the Superintendent of Schools to make application for approval of the employment of Noelle Bomberger to the Commissioner of Education on an emergent basis for a period of three months pursuant to N.J.S.A. 18A:6-7.1c pending clearance of a Criminal History Records check.

**BE IT FURTHER RESOLVED** that this appointment is expressly contingent upon Noelle Bomberger executing the Board’s customary employment contract, containing a sixty (60) day termination clause.

\* SALARY TO BE ADJUSTED UPON RATIFICATION OF SUCCESSOR BOARD/FLEA AGREEMENT

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

DATED: September 23, 2014

**POLICY**

**SECOND READING OF REVISED POLICY #5113: ATTENDANCE, ABSENCES, AND EXCUSES**

**BE IT RESOLVED** that upon recommendation of the Superintendent of Schools, the Franklin Lakes Board of Education approves a second reading for revised Policy #5113: Attendance, Absences, and Excuses.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

DATED: September 23, 2014

Attachment

12. **STUDENT SUSPENSION REPORT**

13. **ENROLLMENT REPORT**

- 14. **REPORT OF THE SUPERINTENDENT OF SCHOOLS**
- 15. **BOARD COMMENTS/NEW BUSINESS**
- 16. **QUESTIONS AND COMMENTS FROM THE AUDIENCE ON ANY TOPIC OF CONCERN – 30 MINUTES**
  - Motion to open the meeting to public discussion
  - Please follow the guidelines as stated under "Questions and Comments from the Audience on Agenda Items"
  - Motion to close the public discussion and re-enter the regular public meeting

17. **PRIVATE WORK SESSION TIME:**

WHEREAS, the Open Public Meetings Act and the Franklin Lakes Board of Education reserve the right within the constraints of State Law to sit in Private Session; and WHEREAS, there now exists a need for this Board of Education to meet in Private Session;

NOW, THEREFORE, BE IT RESOLVED, that the Franklin Lakes Board of Education recess into Private Work Session to discuss exempt matters pertaining to personnel, legal matters and any such matters that may come before the Board; and

BE IT FURTHER RESOLVED that the public will be informed regarding the topics discussed in Private at a later date undetermined at this time.

OFFERED BY \_\_\_\_\_ SECONDED BY \_\_\_\_\_

18. **ADJOURNMENT**

OFFERED BY \_\_\_\_\_ SECONDED BY \_\_\_\_\_

Respectfully submitted,

\_\_\_\_\_  
Michael Solokas  
Business Administrator/Board  
Secretary

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<b>2CW</b>	<b>ACCEPT DONATION FOR FACULTY LOUNGE</b>
<b>3CW</b>	<b>ACCEPT DONATION FOR FAMS PODIUM</b>
<b>4CW</b>	<b>ACCEPT STATE'S FINDINGS REGARDING SPECIAL EDUCATION REQUIREMENTS</b>
<b>BUILDINGS, GROUNDS AND OPERATIONS</b>	
<b>1BGO</b>	<b>SYNERGY SHARED SERVICES UPDATE</b>
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	<b>NONE</b>
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	<b>NONE</b>
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<b>1F</b>	<b>APPROVAL OF NONPUBLIC ENTITLEMENTS FOR 2014/15</b>
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<b>1POL</b>	<b>SECOND READING OF REVISED POLICY #5113: ABSENCES, ABSENCES, AND EXCUSES</b>

New Jersey Department of Education  
 School Self-Assessment for Determining Grades  
 under the Anti-Bullying Bill of Rights  
 District and School Grade Report

\*\*\* OFFICIAL RELEASE \*\*\*

\*\*\* OFFICIAL RELEASE \*\*\*

----- DISTRICT=03-FRANKLIN LAKES BORO -----

SCHOOL	HIB Programs, Approaches or Other Initiatives (MAX=15)	Training on the BOE-Approved HIB Policy (MAX=9)	Other Staff Instruction and Training Programs (MAX=15)	Curriculum and Instruction on HIB and Related Information and Skills (MAX=6)	HIB Personnel (MAX=9)	School-Level HIB Incident Reporting Procedure (MAX=6)	HIB Investigative Procedure (MAX=12)	HIB Reporting (MAX=3)	School Grade (MAX=75)
015-FRANKLIN AVENUE MIDDLE SCHOOL .....	15	9	15	6	9	6	12	3	75
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DISTRICT GRADE

====  
73



CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

State of New Jersey  
DEPARTMENT OF EDUCATION  
PO Box 500  
TRENTON, NJ 08625-0500

DAVID C. HESPE  
*Acting Commissioner*

September 5, 2014

Dr. Frank Romano, Superintendent.  
Franklin Lakes School District  
490 Pulis Avenue  
Franklin Lakes, NJ 07417

Dear Dr. Romano:

This correspondence is to inform you that your district has been determined to “**meet requirements**” with regard to implementation of special education requirements for the 2012-2013 school year. This determination is based on the following criteria:

- **The district does not have outstanding noncompliance that has remained uncorrected for more than one calendar year;**
- **The district was not identified for significant disproportionality with regard to the representation of specific racial/ethnic groups in special education for the 2012-2013 school year;**
- **The district was not selected for a targeted review or monitoring based on a high rate of students with disabilities in separate public or private educational settings; and**
- **The district was not identified for untimely or inaccurate submission of student data regarding students with disabilities.**

Pursuant to the Individuals with Disabilities Education Act (IDEA 2004), Section 616(a)(1)(C)(i), states are required to issue a determination annually, of each local school district, regarding the correction of any identified noncompliance with special education requirements. In accordance with this requirement, the New Jersey Department of Education, Office of Special Education Programs (NJOSPEP), has reviewed your district’s data relevant to the criteria listed above and detailed in the enclosure and has made the determination that your district meets requirements. The district should maintain administrative oversight in order to ensure continued compliance with special education requirements.

### **Annual Public Report of Local District Performance**

In fulfillment of the requirements of the Individuals with Disabilities Education Act (IDEA 2004), under section 616(b)(2)(C)(ii)(1), each state must report annually to the public on the performance of each local school district in relation to state targets reported in the New Jersey State Performance Plan (SPP)/Annual Performance Report (APR). Pursuant to 34 C.F.R. §300.602(b)(1)(i)(A), as amended effective December 31, 2008, annual public

reporting with respect to each local education agency (LEA) in the state, must occur as soon as practicable, but no later than 120 days following the state's Annual Public Report (APR) submission to the United States Department of Education, Office of Special Education Programs (USOSEP).

As required by the USOSEP, the New Jersey SPP/APR was submitted on February 1, 2014, and the state was required to post on its website, no later than **June 1, 2014**, the 2012-2013 public report for each local district and charter school. Your district's public report can be found on the New Jersey Department of Education website at: <http://www.state.nj.us/education/specialed/sppi1213/>.

The public reporting of state and local district data and the determination process are intended to focus attention on student outcomes and compliance requirements, inform areas of need for continuous improvement and provide trend data for state and district planning.

I appreciate your continued efforts to enhance programs and services for students with disabilities.

Sincerely,



Peggy McDonald, Director  
Office of Special Education Programs

PM/dw

Enclosure

c: Susan Martz  
Scott Rixford  
Steven Pasternak  
John Caliso  
Ron Karsen

New Jersey Department of Education  
Office of Special Education Programs

**Criteria for State Determinations of Local District Performance  
July 2014**

NJOSEP considered the following factors in making determinations of local districts:

- Whether the local district corrected noncompliance, identified through monitoring or other general supervisory activities, no later than one year after the state's identification, for special education requirements related to one or more of the following areas:
  - Discipline policies, procedures and practices;
  - Disproportionate representation of racial and ethnic groups in special education and related services that is the result of inappropriate identification;
  - Disproportionate representation of racial and ethnic groups in special education in specific disability categories that is the result of inappropriate identification;
  - Children with parental consent to evaluate, who were evaluated within the state's established timeline;
  - Children referred by Part C prior to age three who were found eligible for Part B, and who have an IEP developed and implemented by their third birthdays;
  - Youth aged 16 and above with an IEP that includes coordinated, measurable, annual goals and transition services that will reasonably enable the student to meet the post-secondary goals; and
  - Placement in the Least Restrictive Environment.
- Whether the local district demonstrated "Significant Disproportionality" of specific racial/ethnic groups with regard to eligibility, placement and/or disciplinary determinations, based on three consecutive years of trend data and is therefore required to allocate 15 percent of its IDEA award for Coordinated Early Intervening Services;
- Whether the local district was identified for the special education monitoring process based on the percentage of students with disabilities educated in separate public and/or private special education settings based on trend data and continues to be significantly above the state target;
- Whether the local district's data submissions were received by NJOSEP in a timely manner; and
- IDEA audit findings.



# SYNERGY PROJECT

## Report of the Synergy Task Force

### August 26, 2014

#### Task Force Members:

- Michael Solokas, Schools
- Gerry McMahon, Library
- Greg Hart, Borough
- Regular meeting attendees have also included:
  - Bridget Pastenkos, Schools
  - Charles Jankowski, Library
  - Lynette Sidoti, Borough

#### Meeting Dates:

- May 20, June 3, July 1, July 15 and August 20, 2014
- Generally, meetings are held every two weeks, subject to availability

#### Topics discussed:

- Shared online calendar
  - Presentations have been made by the Library and by a vendor
  - Shared calendar vendor chosen – E-Vanced
    - Will provide all of the features needed
    - Will enter into one year subscription
- Recreation and Wellness
  - Each member brought recreation and wellness representatives
    - Discussion of need to communicate in advance
    - Event scheduling should be coordinated and cross-promoted
  - Borough uses gyms at schools\*
    - Black seal cost is pass through and only on weekends
  - Borough maintains fields at FAMS\*
  - Schools help Borough with snowplowing – McBride Field, across from FAMS, at VFW\*
  - Schools and Borough should run wellness camp – maybe next year
- Communications
  - Opportunities to cross-promote and use each other's communications vehicles
    - Library flier currently sent through schools\*
    - Rec programs currently promoted through schools\*
    - Library currently has display in Borough Hall\*
  - Library and Schools offered use of electronic signs to promote events
- Technology
  - Info on hardware and IT support provided to Schools to see if they may be able to provide IT services and/or purchasing opportunities
  - Schools providing Library with list of software programs of most importance to students so that Library can have available
  - Discussion of use of School's fiber optic network
  - Discussion of burglar alarms and security
  - Schools offered used computers for sale to Borough\*
  - Discussion of phone systems
  - Discussion of online registrations

- **Purchasing**
  - Little if any benefit when suppliers are major suppliers because no benefit from bulk purchasing
  - Borough provides gas to Schools\*
  - Need to review logistics of joint purchasing
  - Discussion of paper, toner cartridges, computers, printers
  - Discussion of use of cooperatives
- **Books**
  - Discussion of school borrowing from the Library
    - To be coordinated through the media specialist
  - Paperback carousels provided by Library to Schools
  - DVDs offered to School Librarian

\* Existing sharing arrangements

Subject of next meeting – September 9 – Emergency Management

STF/g

NONPUBLIC TECHNOLOGY CONTRACT AGREEMENT

AGREEMENT dated this 16th day of September 2014, between the BARNERT TEMPLE PRESCHOOL, in the County of Bergen and the State of New Jersey (*hereinafter referred to as the "Nonpublic School"*) and the Franklin Lakes Board of Education, in the County of Bergen and the State of New Jersey (*hereinafter referred to as the "Franklin Lakes BOE"*).

WITNESSETH

*NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:*

- 1) This AGREEMENT shall be in effect for the 2014-2015 school year.
- 2) The FRANKLIN LAKES BOE agreed to provide technology to the NONPUBLIC SCHOOL within the limits of the funds provided by the New Jersey Nonpublic School Technology Initiative Program (*hereinafter referred to as the "NP Technology Program"*).
- 3) The FRANKLIN LAKES BOE has conferred with the NONPUBLIC SCHOOL verifying the NP Technology Plan timelines for services, purchases, and implementation. All services, purchases, and implementation shall be made in accordance with the applicable New Jersey Statutes and the rules and regulations of the State Board of Education.
- 4) The FRANKLIN LAKES BOE will not reimburse the NONPUBLIC SCHOOL directly. All services, equipment, supplies, etc. for the NP Technology Program will be purchased by the FRANKLIN LAKES BOE. The equipment remains the property of the FRANKLIN LAKES BOE and will be labeled as such.
- 5) The NONPUBLIC SCHOOL may arrange to pick up the equipment and/or the FRANKLIN LAKES BOE may deliver the equipment to the NONPUBLIC SCHOOL.
- 6) If the NONPUBLIC SCHOOL declines to participate, the funds for those schools should be returned to the state as soon as possible or by December 1, 2015.
- 7) In the event any dispute arises out of the AGREEMENT, the parties will seek to resolve the dispute as expeditiously as possible. In the event that the FRANKLIN LAKES BOE and the NONPUBLIC SCHOOL cannot reach agreement regarding the technology to be provided, the County Superintendent shall be consulted to determine, in consideration with the Office of Educational Technology, the technology to be provided. The decision of the County Superintendent shall be final.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of the 16<sup>th</sup> day of September, 2014.

\_\_\_\_\_  
PRESIDENT, FRANKLIN LAKES BOE  
Laurence Loprete

\_\_\_\_\_  
SECRETARY, FRANKLIN LAKES BOE  
Michael J. Solokas

\_\_\_\_\_  
PRESIDENT, NONPUBLIC SCHOOL  
Joann Mathews

\_\_\_\_\_  
SECRETARY, NONPUBLIC SCHOOL  
Maureen Koval

NONPUBLIC NURSING CONTRACT AGREEMENT

3F

AGREEMENT dated this 16th day of September 2014, between the ACADEMY OF MOST BLESSED SACRAMENT, in the County of Bergen and the State of New Jersey (*hereinafter referred to as the "Nonpublic School"*) and the Franklin Lakes Board of Education, in the County of Bergen and the State of New Jersey (*hereinafter referred to as the "Franklin Lakes BOE"*).

WITNESSETH

*NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:*

- 1) This AGREEMENT shall be in effect for the 2014-2015 school year.
- 2) The FRANKLIN LAKES BOE agreed to provide nursing services to the NONPUBLIC SCHOOL within the limits of the funds provided by the New Jersey Nonpublic School Nursing Program (*hereinafter referred to as the "NP Technology Program"*).
- 3) The FRANKLIN LAKES BOE has conferred with the NONPUBLIC SCHOOL verifying the NP Nursing Program timelines for services, purchases, and implementation. All services, purchases, and implementation shall be made in accordance with the applicable New Jersey Statutes and the rules and regulations of the State Board of Education.
- 4) The FRANKLIN LAKES BOE will not reimburse the NONPUBLIC SCHOOL directly. All services, equipment, supplies, etc. for the NP Nursing Program will be purchased by the FRANKLIN LAKES BOE. The equipment remains the property of the FRANKLIN LAKES BOE and will be labeled as such.
- 5) The NONPUBLIC SCHOOL may arrange to pick up the equipment and/or the FRANKLIN LAKES BOE may deliver the equipment to the NONPUBLIC SCHOOL.
- 6) If the NONPUBLIC SCHOOL declines to participate, the funds for those schools should be returned to the state as soon as possible or by December 1, 2015.
- 7) In the event any dispute arises out of the AGREEMENT, the parties will seek to resolve the dispute as expeditiously as possible. In the event that the FRANKLIN LAKES BOE and the NONPUBLIC SCHOOL cannot reach agreement, the County Superintendent shall be consulted to determine the services, equipment, supplies, etc. to be provided. The decision of the County Superintendent shall be final.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of the 16th day of September, 2014.

\_\_\_\_\_  
PRESIDENT, FRANKLIN LAKES BOE  
Laurence Loprete

\_\_\_\_\_  
SECRETARY, FRANKLIN LAKES BOE  
Michael J. Solokas

\_\_\_\_\_  
PRESIDENT, NONPUBLIC SCHOOL  
Joann Mathews

\_\_\_\_\_  
SECRETARY, NONPUBLIC SCHOOL  
Maureen Koval

**AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of September, 2014, by and between the FRANKLIN LAKES BOARD OF EDUCATION, which has offices located at 490 Pulis Avenue in the Township of Franklin Lakes, County of Bergen and State of New Jersey (hereinafter referred to as the "BOARD") and Aubrey Byrne whose principal residence is located at 77 Grove Street, Apartment number 18 in the Township of Montclair and State of New Jersey (hereinafter referred to as **Aubrey Byrne**).

**WITNESSETH:**

WHEREAS, the BOARD desires to retain the services of **AUBREY BYRNE** to provide home programming services to our students in the CAPs Program in our School District who require said services;

WHEREAS, based upon its experience, **AUBREY BYRNE** is prepared to and desires to furnish home programming services to the BOARD for the benefit of its students; and

WHEREAS, the parties are desirous of memorializing the terms of their agreement.

NOW, THEREFORE, based upon the foregoing premises and mutual promises and covenants contained herein, the parties agree to be bound by the following terms and conditions:

1. RESPONSIBILITIES OF THE BOARD

- a. Upon the BOARD's receipt of written consent from the student's parent(s) or the adult pupil, the BOARD shall make available to **AUBREY BYRNE** all records and information relevant to the student(s) for purposes of rendering home programming services.
- b. The BOARD will provide the necessary space required for implementation of home programming services when services are to be provided in-district. Otherwise, when services are to be provided out of district the applicable out of district school shall provide the necessary space.

2. RESPONSIBILITIES OF AUBREY BYRNE

- a. Each Home Programmer rendering services pursuant to this Agreement shall possess a valid license and Certificate in Educational Services pursuant to N.J.S.A. 18A:26-2 and N.J.A.C. 6:11-11.1 et seq., and **AUBREY BYRNE** shall provide the BOARD with a copy of the said licenses and certificates.

- b. **AUBREY BYRNE** will work cooperatively with the child study teams and the BOARD'S administrative staff and teachers, and **AUBREY BYRNE** shall perform all services as directed by the BOARD's Director of Special Services or his/her designee.
- c. **AUBREY BYRNE** will maintain service records and reports in accordance with all current federal, state and local laws and regulations and all of the BOARD's Policies and Regulations in force during the period of this Agreement.
- d. The specific special educational services which **AUBREY BYRNE** will deliver, as directed by the BOARD's Director of Special Services or his/her designee, include, but are not limited to the following:
  - 1. Provide home programming services for students requiring intervention as described in the Individualized Education Program.
  - 2. Prepare written goals and objectives for the Individualized Education Program which shall be stated in measurable, evaluative terms;
  - 3. Prepare summary statements to be used as part of the current educational status for the annual reviews of the Individualized Education Program;

4. Prepare and complete semi-annual progress reports;
  5. Consult with the classroom teachers and child study team members concerning assimilation of therapeutic strategies into the classroom educational program of the student(s);
  6. Prepare periodic re-evaluation of the student's performance, need for special rehabilitation equipment and progress as required; and
  7. Participate in parent conferences as a child study team member when requested.
- e. **AUBREY BYRNE** will provide liability coverage in the minimum amounts of \$1,000,000.00 per person and \$1,000,000.00 per accident, whereby the insurance shall name the BOARD as an additional insured and cover any and all liability arising out of and/or related to **AUBREY BYRNE'** rendering of home programming services to the BOARD's students. **AUBREY BYRNE** shall furnish the BOARD with a copy of the certificate of insurance prior to the rendering of the services set forth herein.
- f. **AUBREY BYRNE** shall also procure additional insurance coverage in the minimum amounts of \$1,000,000.00, whereby the insurance shall name the BOARD as an



additional insured, and the insurance shall provide coverage for the following:

1. Workers Compensation Insurance for ~~AUBREY BYRNE~~ agents, servants and employees;
  2. Legal Liability/Professional Liability Insurance for all of ~~AUBREY BYRNE~~ agents, servants and employees who are acting in a special educator or supervisory capacity; and
  3. ~~AUBREY BYRNE~~ shall also furnish the BOARD with a copy of the certificate of insurance evidencing the existence of this coverage prior to the rendering of the services set forth herein.
- g. ~~AUBREY BYRNE~~ shall indemnify and hold the BOARD, its agents, servants, officers and employees harmless from any and all claims, liability, damages and/or expenses, including, but not limited to reasonable attorneys' fees, arising out of, resulting from and/or related to the home programming services which ~~AUBREY BYRNE~~ renders pursuant to this Agreement, whereby the claims, liability, damages and/or expenses are caused by any error, omission, negligent or intentional act of ~~AUBREY BYRNE~~, its agents, servants and/or employees.

- h. **AUBREY BYRNE** who provides home programming services in accordance with this Agreement shall be subject to a criminal history record check as set forth in N.J.S.A. 18A:6-7.1 to 7.5 and shall furnish the BOARD with verification of same. **AUBREY BYRNE** shall bear the cost for the criminal history record check.
- i. **AUBREY BYRNE**, its agents, servants and/or employees are independent contractors and are not agents, servants or employees of the BOARD for any purpose whatsoever.

3. TERMS OF AGREEMENT

It is understood by and between both parties that:

- a. The BOARD shall pay **AUBREY BYRNE** a fee at the following salary: \$12,000.00. Services are to be provided as required by the BOARD's Director of Special Services when school is in session from September 9, 2014 to June 30<sup>th</sup>, 2015.
- b. The BOARD agrees to pay **AUBREY BYRNE** for home programming services rendered no later than forty-five (45) days following the date of the BOARD's receipt of **AUBREY BYRNE's** invoice. **AUBREY BYRNE** will submit an invoice monthly.
- c. Prior to **AUBREY BYRNE** or any of its agents, servants and employees rendering any services pursuant to this

Agreement, each and every special educator shall have an initial physical examination conducted by a physician.

- d. During performance of this contract, AUBREY BYRNE agrees to comply with P.L. 1975, c.127, dated June 23, 1975, "Affirmative Action" and in accordance with provisions described in Exhibit "A" attached hereto. The parties to this contract agree to incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4 et seq. and N.J.A.C. 17:27-3.6, as amended and supplemented from time to time and the Bidder agrees to comply fully with the terms, provisions and obligations of said Regulations. The parties to this contract further agree to incorporate into this contract the mandatory language of N.J.A.C. 17:27-1.1 et seq. of the Regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Bidder agrees to comply fully with the terms, provisions and obligations of said Regulations.

#### 4. MISCELLANEOUS PROVISIONS

- a. The various rights and remedies of the parties set forth herein are cumulative, and the failure of either party to enforce strict performance of the covenants and conditions of this Agreement shall not be construed as a

waiver or relinquishment of any such covenant or condition and same shall continue in full force and effect.

- b. The terms and conditions set forth herein shall be deemed severable. If any clause or provision contained herein shall be deemed unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other clause or provision which shall continue in full force and effect.
- c. This Agreement may be terminated upon at least thirty (30) days written notice by either party. All written notices affecting termination must be delivered by certified or registered mail to the parties' addresses referenced above. The date of deposit of any notice in a United States Post Office or Post Office Box with all postage prepaid shall be deemed the date of delivery thereof. However, failure to comply with the terms and conditions of this Agreement constitutes cause for immediate termination.
- d. This Agreement represents the entire agreement between the parties. No additions, changes, modifications, renewals, extensions or other representations or

promises shall be binding upon the parties unless reduced to writing and signed by both parties.

- e. This Agreement is subject to any and all federal, state and local statutes and laws, municipal ordinances and all regulations promulgated by any agency of the federal and state government.

IN WITNESS WHEREOF, the parties have hereunto set their hand  
and seals the day and year first above written.

WITNESS:

FRANKLIN LAKES BOARD OF  
EDUCATION

BY: \_\_\_\_\_  
MICHAEL SOLOKAS  
Board Secretary/Business

BY: \_\_\_\_\_  
Larry Loprete  
Board President

DATED:

DATED:

WITNESS:

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
AUBREY BYRNE  
Home Programmer

DATED:

DATED:

**EXHIBIT A**

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Goods, Professional Services and General Service Contracts

(Mandatory Affirmative Action Language)

During the performance of this contract, the contractor agrees as follows:

1. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.
2. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.
3. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
5. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.
6. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
7. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
8. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
9. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
  - a. Letter of Federal Affirmative Action Plan Approval



- b. Certificate of Employee Information Report
  - c. Employee Information Report Form AA302
10. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

## 2015-2016 BUDGET PREPARATION CALENDAR

## DRAFT

Oct. 1, 2014	Preparation of assumptions, priorities and constraints by Superintendent and Business Administrator and Board Finance Committee
Oct. 3, 2014	Principals to be given above mentioned document with their per-pupil allotment and necessary forms to prepare building budget
Oct. 3 - Oct. 17, 2014	a) Principals prepare building budget  b) Supervisor of Special Services and Counseling and Director of Curriculum & Instruction prepare budgets  c) Superintendent and Business Administrator prepare district wide budget
Oct. 20 - Oct. 24, 2014	Superintendent and Business Administrator meet with Administrators to review prepared budgets
Prior to Nov. 7, 2014	Superintendent and Business Administrator meet with Board Finance Committee to review preliminary budget
Nov. 19, 2014 ADD Finance mtg.	Superintendent and Business Administrator meet with Board Finance Committee to review REVISED budget
Dec. 2, 2014	Submit tentative budget to the full Board
Dec.15, 2014	Submit REVISED tentative budget to the full Board
Jan., 2015	REVIEW/REVISE tentative budget
Month of February 2015	State Aid and budget cap figures received from Department of Education
Feb. 24, 2015	Presentations of tentative budget
March 10, 2015	Adoption of Tentative Budget for submission to County Office
March 21 to April 21	Board reviews budget for final budget adoption
April 28, 2015	Board of Education holds public hearing and adopts final budget to submit to the County Superintendent.

**STAFF TRIPS AND CONFERENCES  
BOARD AGENDA of September 23, 2014**

<b>First Name</b>	<b>Last Name</b>	<b>School</b>	<b>Conference/Class</b>	<b>City, State</b>	<b>Date(s)</b>	<b>Cost Not to Exceed</b>
Barrett	Hartman	District	NJ Systems Administrators' sessions	Various	2014: 10/3, 11/14,12/5 2015: 1/9, 2/6,3/6, 4/10,5/1,6/5	\$0
Janet	Henry	HMR	Presenting at Art Educators of New Jersey	Long Branch, NJ	10/7/14	\$134.95
Eileen	Antonison	FAMS	NJ Science Teacher Association	Princeton, NJ	10/15/14	\$37.51
Caitlin	Burnup	FAMS	CCSS: Higher-order Questioning Strategies Bergen County Education Assn.	Teaneck, NJ	10/15/14	\$29.25
Kim	Scrivanich	HMR	Building Foundations in Early Childhood Education: NJ Division of Early Childhood conference at Kean University	Union, NJ	10/24/14	\$107.25
Megan	Reilly	HMR	Building Foundations in Early Childhood Education: NJ Division of Early Childhood conference at Kean University	Union, NJ	10/24/14	\$107.25
Mia	Volant	HMR	Building Foundations in Early Childhood Education: NJ Division of Early Childhood conference at Kean University	Union, NJ	10/23/14	\$107.25

**Policy**

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ATTENDANCE, ABSENCES, AND EXCUSES

The board of education believes that the regular attendance of students in each class and in school in general is critical to its educational mission. The district shall endeavor to achieve the ninety percent (90%) attendance rate required by the New Jersey Quality Single Accountability Continuum (NJQSAC). Continuity of instruction is an essential element in student performance and allows students the greatest opportunity to succeed at meeting the state learning standards in the Common Core State Standards for mathematics and language arts and literacy and the Core Curriculum Content Standards. The chief school administrator shall oversee the development of effective strategies that maximize student attendance at all scheduled periods of actual instruction or supervised study activities and strive to:

- A. Encourage good attendance;
- B. Discourage unexcused absences;
- C. Identify patterns of absence, tardiness and early departures from school; and
- D. Intervene to prevent and correct problems with attendance.

Attendance

A day in session for purposes of attendance shall be a day on which the school is open and students are under the guidance and direction of a teacher or teachers engaged in the teaching process. Days on which school is closed for such reasons as holidays, teachers' institutes and inclement weather shall not be considered as days in session.

A school day shall consist of not less than four hours of actual instruction. One continuous session of two and one-half hours may be considered a full day in kindergarten.

A day of attendance shall be one in which a student is present for the full day under the guidance and direction of a teacher while school is in session. Where there are two sessions in a day due to overcrowding, either session of four hours or more, exclusive of lunch or recess, shall be the equivalent of a full day's attendance.

A student shall be recorded as absent in the school register when not in attendance at a session, except students excused due to religious holidays who shall be recorded as excused. An excused absence for any reason other than due to religious holidays shall not be counted as a day of attendance in the school register.

The mere presence of a student at roll call shall not be regarded as sufficient attendance for compliance with law (N.J.A.C. 6A:32-8.3—School attendance). In a school which is in session during both the forenoon and the afternoon, a student shall be present at least one hour during both the forenoon and the afternoon in order to be recorded as present for the full day. In a school which is in session during either the forenoon or the afternoon, a student shall be present at least two hours in the session in order to be recorded as present for the full day.

A student not present in school because of his or her participation in an approved school activity, such as a field trip, meeting, cooperative education assignment, or athletic competition will be considered to be in attendance.

Excused and Unexcused Absence

**ATTENDANCE, ABSENCES AND EXCUSES** (continued)

- A. An absence shall be considered an "excused absence" for the purpose of determining promotion, retention, truancy, grades, course credit, eligibility to make up missed assignments and tests for full credit, and violations of the school code of conduct for attendance, for the following reasons:
1. The student's illness with a parent/guardian phone call on the day of the illness and a doctor's note in cases of more than three consecutive days of absence;
  2. Requirements of a student's individual health care plan;
  3. A death or critical illness in the student's immediate family, or of others with permission of principal;
  4. Quarantine;
  5. Observance of the student's religion on a day approved for that purpose by the State Board of Education;
  6. The student's suspension from school;
  7. Requirements of the student's individualized education program (IEP);
  8. Alternate short or long term accommodations for students with disabilities;
  9. The student's required attendance in court;
  10. Interviews with an admissions officer of an educational institution;
  11. Necessary and unavoidable medical or dental appointments that cannot be scheduled at a time other than the school day;
  12. Such good cause as may be acceptable to the principal.

Attendance need not always be within the school facilities. A student will be considered to be in attendance if he/she is present at any place where school is in session by authority of the board. The board shall consider each student assigned to a program of independent study, with parent/guardian permission, to be in regular attendance for that program, provided that he/she is under the guidance of a staff member so assigned, reports daily or weekly, as prescribed, to such staff member the place in which he/she is conducting his/her study, and regularly demonstrates progress toward the objectives of his/her course of study.

- B. An "unexcused absence" is a student's absence for all or part of a school day for any reason other than those listed as excused absences in "A" above. An unexcused absence may be counted toward retention, truancy, loss of course credit, ineligibility to make up missed assignments and tests for full credit, and violations of the school code of conduct for attendance. Absence is expressly not excused for any of the following reasons (this list is intended to be illustrative and is not inclusive):
1. Family travel;
  2. Performance of household or babysitting duties;
  3. Other daytime activities unrelated to the school program;
  4. Leaving school without permission when school is still in session;
  5. Leaving class because of illness and not reporting to the school nurse as directed; or
  6. Being present in school but absent from class without approval. Such absence from class is a "class cut."

**Tardiness**

The orderly conduct of class activity depends upon the prompt and precise beginning of the program. Tardiness hinders the proper conduct of school activity. Students are expected to arrive to school and class on time. A student who is tardy to any class will be subject to disciplinary action as outlined in board policy 5131 Conduct and Discipline and the student code of conduct. Consequences for accumulated occurrences of tardiness may include detention, loss of credit and an unexcused school day absence.

**Attendance and Instruction**

In order for the board of education to fulfill its responsibility for providing a thorough and efficient education for

ATTENDANCE, ABSENCES AND EXCUSES (continued)

each student, the complete cooperation of parents/guardians and students is required to maintain a high level of school attendance.

The frequent absence of students from classroom learning experiences disrupts the continuity of the instructional process and limits the ability of students to complete the prescribed curriculum requirements successfully. The following rules shall apply for student absences:

- A. A student shall be considered absent from class for tardiness in excess of one half of the total class period.
- B. A student shall be considered absent from school for participation in less than 4 instructional hours during the school day.

A student is expected to attend school daily and meet at a minimum the state attendance requirement of 90% attendance. Frequent excused and unexcused absences shall be evaluated on a case by case basis. Excessive absences may result in loss of credit and possible retention at the end of the school year.

Loss of credit and retention may be waived for good cause by the school principal upon recommendation of a review committee, appointed by him/her, and consisting of representative staff, including student service personnel and classroom teachers.

In recommending the granting of a waiver, the review committee shall consider the nature and causes of all absences. Documentation of the nature and causes of absences shall be the responsibility of the student and parent/guardian. The absence of documented parent/guardian notes, doctor's notes, and other records that verify that an absence was excused according to board policy, shall be considered unexcused. Unexcused absences shall count toward truancy and may be subject to loss of grade or course credit toward promotion or graduation and disciplinary actions according to the code of student conduct. Notes from parents/guardians shall be considered but the district may require additional documentation such as doctor's notes or other official records to verify the note.

Parents/guardians are responsible for notifying the school early in the day when a child will be absent and for informing the school of the reason for the absence.

Procedures for Unexcused Absences

When a student fails to report to class or school accumulating up to four unexcused absences, the district shall:

- A. Make a reasonable attempt to notify the student's parents/guardians of each unexcused absence the day of the unexcused absence;
- B. Make a reasonable attempt to determine the cause of the unexcused absence, including through contact with the student's parents;
- C. Identify in consultation with the student's parents needed action designed to address patterns of unexcused absences, if any, and to have the child return to school and maintain regular attendance;
- D. Follow all procedures according to law and board policy 5142 Safety and 5141.4 Child Abuse and Neglect if a potential missing or abused child situation is detected;
- E. Cooperate with law enforcement and other authorities and agencies, as appropriate.

If contact through these means is unsuccessful the district may follow-up with another attempt to contact the

ATTENDANCE, ABSENCES AND EXCUSES (continued)

parents/guardians or send a letter reporting the unexcused absence and requesting the parent/guardian to contact the school.

If at any time it is suspected that there is a potential of abuse, neglect and/or a student is potentially missing the district shall implement all procedures required by law including reporting protocols, notification of parents/guardians and cooperation with law enforcement and other authorities and agencies, as appropriate.

Procedures for Persistent Absences

If the pattern of unexcused absences continues and five to nine unexcused absences are accumulated the district shall:

- A. Make a reasonable attempt to notify the student's parents/guardians of each unexcused absence the day of the unexcused absence;
- B. Make a reasonable attempt to determine the cause of the unexcused absence, including through contact with the student's parents to address patterns of unexcused absences previously;
- C. Evaluate the appropriateness of action taken as identify in consultation with the student's parents;
- D. Develop an action plan to establish outcomes based upon the student's patterns of unexcused absences and to specify the interventions for supporting the student's return to school and regular attendance, which may include any or all of the following:
  1. Refer or consult with the building's intervention and referral services team;
  2. Conduct testing, assessments or evaluations of the student's academic, behavioral and health needs;
  3. Consider an alternate educational placement;
  4. Make a referral to or coordinate with a community-based social and health provider agency or other community resource;
  5. Refer to the court or a court program as follows:
    - a. When the unexcused absences are determined to be violations of the compulsory education law and board policy;
    - b. When there is evidence of a juvenile-family crisis the student may be referred to Superior Court, Chancery Division, Family Part. "Juvenile-family crisis" pursuant to N.J.S.A. 2A:4A-22(g) means behavior, conduct or a condition of a juvenile, parent or guardian or other family member which presents or results in a threat to wellbeing and safety of the juvenile, serious conflict regarding the juvenile's conduct, unauthorized absence from home, pattern of unauthorized absence from school, or human trafficking;
  6. The implementation of all required procedures for potential abuse, neglect or missing child including cooperation with law enforcement and other authorities and agencies, as appropriate;
  7. Engage the student's family.

Discipline

All discipline regarding the attendance of students shall be consistent with the board policy 5131 Conduct and Discipline and the code of student conduct. Consequences for absences may include:

- A. Students may be denied participation in co-curricular activities if their attendance fails to meet the standards set forth herein;
- B. Students may be denied participation in athletic competition if their attendance fails to meet the standards set forth herein;

ATTENDANCE, ABSENCES AND EXCUSES (continued)

- C. Loss of partial or total course credit;
- D. Detention or suspension.

No student who is absent from school for observance of a religious holiday or other excused absence shall be disciplined and/or deprived of any award or of eligibility for or opportunity to compete for any award because of the absence.

Students, parents and guardians shall be notified of disciplinary actions for attendance including loss of credit and may appeal this determination through the procedure as set forth in board policy 5145.6 Student Grievance Procedure.

Truancy

For cumulative unexcused absences of 10 or more, the student between the ages of six and 16 is truant, pursuant to law. The district shall:

- A. Make a determination regarding the need for a court referral for the truancy;
- B. Make a reasonable attempt to notify the student's parents of the mandatory referral;
- C. Continue to consult with the parent and the involved agencies to support the student's return to school and regular attendance;
- D. Cooperate with law enforcement and other authorities and agencies, as appropriate;
- E. Follow all procedures required by N.J.S.A. 18A:38-28 through 31, Article 3B, Compelling Attendance at School and other applicable state and federal statutes as follows:
  1. An attendance officer who finds a truant child, shall take the child and deliver him/her to the parent/guardian or other person having charge and control of the child, or to the teacher of the school which such child is lawfully required to attend;
  2. The attendance officer shall examine into all violations and shall warn the child, the parent/guardian or other person having charge and control of the child of the consequences of the violation if persisted in;
  3. The attendance officer shall notify the parent/guardian or other person having charge and control of the child in writing, to cause the child to attend school within five days from the date on which notice is served, and regularly thereafter;
  4. The attendance officer shall have full police power to enforce the provisions of this article and may arrest without warrant any vagrant child or habitual truant or any child who is habitually incorrigible or who is vicious or immoral in conduct or illegally absent from school;
  5. The sheriff and his officers and all police officers and constables shall assist the attendance officer in the performance of their duties;
  6. A parent, guardian or other person having charge and control of a child between the ages of 6 and 16 years, who shall fail to comply with any of the provisions of this article relating to his duties, shall be deemed to be a disorderly person and shall be subject to a fine of not more than \$ 25.00 for a first offense and not more than \$ 100.00 for each subsequent offense, in the discretion of the court. In any such proceeding, the summons issuing therein, or in special circumstances a warrant, shall be directed to the alleged disorderly person and the child.

Unexcused Absences for Students in Special Education

The attendance guidelines, discipline and remedial measures set forth in this policy shall apply to classified students where appropriate and in accordance with the student's:



ATTENDANCE, ABSENCES AND EXCUSES (continued)

- A. Individualized education program (IEP);
- B. The Individuals with Disabilities Act (IDEA)
- C. Procedural protections set forth in N.J.A.C. 6A:14;
- D. Alternate short or long term accommodations for students with disabilities as required by law;
- E. Requirements of a student's individualized health care plan and individualized emergency healthcare plan.

District Sending and Receiving Relationships

The receiving school shall report attendance problems to the sending district responsible for the student. Following five or more cumulative unexcused absences school officials from the sending district shall proceed in accordance with the sending district's board attendance policy and procedure.

Regular Release of Students Before the End of the Normal School Day

There are varying situations which may justify release of certain students from school before the normal time for closing. Such situations are justifiable only if the release does not jeopardize the student's educational program and the reasons for such release can be shown to have positive benefits for the student.

Late Arrival and Early Dismissal

The board recognizes that from time to time compelling circumstances will require that a student be late to school or dismissed before the end of the school day.

As agent responsible for the education of the children of this district, the board shall require that the school be notified in advance of such absences by written request of the student's parent/guardian, which shall state the reason for the tardiness or early dismissal. Justifiable reasons may include:

- A. Medical or dental appointments which cannot be scheduled outside of school hours;
- B. Requirements of a student's individualized health care plan and individualized emergency healthcare plan;
- C. Requirements of the student's individualized education program (IEP);
- D. Alternate short or long term accommodations for students with disabilities;
- E. Medical disability;
- F. Motor vehicle driver's test;
- G. Interview for college entrance or employment;
- H. Family emergency;
- I. Court appearance;
- J. Such good cause as may be acceptable to the administration.

ATTENDANCE, ABSENCES AND EXCUSES (continued)

No student in grades kindergarten through eight shall be permitted to leave the school before the close of the school day unless he/she is met in the school office by his/her parent/guardian or a person authorized by the parent/guardian to act in his/her behalf.

Tardiness not covered by the causes listed shall be cumulative, and may affect course credit.

Legal Custody

A record shall be kept indicating the legal custodian of each student. Such custodian shall be responsible for informing the board of any change in the student's custodian. The principal may take such steps as seem necessary to ensure that the child is released only to the proper legal custodian.

Potentially Missing Children

- A. If daily attendance records indicate a child is absent, and the parent/guardian has not called, a designated person shall attempt to contact the parent/guardian;
- B. If no telephone contact can be made, the attendance officer shall investigate;
- C. If the attendance officer cannot locate the child, he/she shall inform the principal, who shall inform the appropriate local authorities;
- D. If a child who was present in the morning is absent after lunch, the same procedure shall be followed.

Marking Missing Child's School Record

Whenever the chief school administrator receives notice from the Missing Persons Unit that a child has been reported missing, he/she shall mark the child's records in such a way that whenever a copy of or information regarding the record is requested, district personnel will be aware that the record is that of a missing child. If a copy of a marked school record is requested, the chief school administrator shall supply the record to the requestor without alerting him/her to the fact that the record has been marked, according to provisions in code and statute on accessing student records (see policy 5125 Student Records). After the chief school administrator has complied with the request for copies of records or information, he/she shall immediately report the inquiry or any knowledge as to the whereabouts of the missing child to the Missing Persons Unit.

Regulations

The chief school administrator shall develop procedures for the attendance of students including:

- A. The expectations and consequences regarding students' timely arrival of students to school and classes;
- B. The expectations and consequences regarding attendance at school and classes;
- C. A definition of unexcused absence that counts toward truancy that is consistent with the definition of a school day;
- D. School staff responses for unexcused absences for:
  - 1. Cumulative absences up to four;
  - 2. Cumulative absences of between five and nine;
  - 3. Cumulative unexcused absences of 10 or more; and
  - 4. Referral to court.

Dissemination and Implementation

**ATTENDANCE, ABSENCES AND EXCUSES** (continued)

The chief school administrator shall take all necessary steps to publicize this policy and may include these rules in district handbooks and/or on the district website. Parents/guardians and students shall be notified annually of the attendance policy.

The chief school administrator shall ensure that the rules for this policy are applied consistently and uniformly, and that all disciplinary sanctions are carried out with necessary due process.

The board shall review the attendance policy on a regular basis.

Adopted:

NJSBA Review/Update:

Readopted:

**Key Words**

Student Attendance, Attendance, Absences and Excuses, Student Attendance

<b><u>Legal References:</u></b>	<u>N.J.S.A.</u> 18A:11-1	General mandatory powers and duties
procedures	<u>N.J.S.A.</u> 18A:35-4.9	Student promotion and remediation; policies and
	<u>N.J.S.A.</u> 18A:36-14, -15, -16	Religious holidays; absence of students on; effect
	<u>N.J.S.A.</u> 18A:36-19a	Newly enrolled students; records and identification
	<u>N.J.S.A.</u> 18A:36-24	
	through -26	Missing children; legislative findings and declarations
	<u>N.J.S.A.</u> 18A:38-25	Attendance required of children between six and 16; exceptions
	<u>N.J.S.A.</u> 18A:38-26	Days when attendance required; exceptions
	<u>N.J.S.A.</u> 18A:38-27	Truancy and juvenile delinquency defined
	<u>N.J.S.A.</u> 18A:38-31	Violations of article by parents or guardians; penalties
	<u>N.J.S.A.</u> 18A:38-32	District and county vocational school attendance officers
	<u>N.J.S.A.</u> 18A:40-7	Exclusion of students who are ill
	<u>N.J.S.A.</u> 18A:40-8	Exclusion of students whose presence is detrimental to health and cleanliness
	<u>N.J.S.A.</u> 18A:40-9	Failure of parent to remove cause for exclusion; penalty
	<u>N.J.S.A.</u> 18A:40-10	Exclusion of teachers and students exposed to disease
	<u>N.J.S.A.</u> 18A:40-11	Exclusion of students having communicable tuberculosis
	<u>N.J.S.A.</u> 18A:40-12	Closing schools during epidemic
	<u>N.J.S.A.</u> 18A:54-20	Powers of board (county vocational schools)
	<u>N.J.S.A.</u> 52:17B-9.8a	
	through -9.8c	Marking of missing child's school record
	<u>N.J.A.C.</u> 6A:8-5.1	Graduation requirements
	<u>N.J.A.C.</u> 6A:16-1 <i>et seq.</i>	Programs to support student development
	<u>See particularly:</u>	
	<u>N.J.A.C.</u> 6A:16-7.6	Attendance
	<u>N.J.A.C.</u> 6A:30-1.1 <i>et seq.</i>	Evaluation of the Performance of School Districts
	<u>N.J.A.C.</u> 6A:32-8.1 <i>et seq.</i>	Student Attendance and Accounting
	<u>N.J.A.C.</u> 6A:32-8.3	Student attendance
	<u>N.J.A.C.</u> 8:61-2.1	Attendance at school by students or adults with HIV infection

Wetherell v. Board of Education of Township of Burlington, 1978 S.L.D. 794 (Board may impose penalties for unjustifiable tardiness, improper absences from classes, truancy, and other unexcused absences)

ATTENDANCE, ABSENCES AND EXCUSES (continued)

Wheatley v. Board of Education of City of Burlington, 1974 S.L.D. 851 (Board may adopt policy to deny students course credit after a student was late or absent a specified number of times.)

C.R., on behalf of J.R., v. Board of Education of the Scotch Plains-Fanwood Regional School District, 1988 S.L.D. (June 22)(board acted unreasonably in applying its attendance policy to student with excessive absences due to chronic medical illness)

Student Attendance Policies and Procedures Compliance Checklist, New Jersey Department of Education

[www.nj.gov/education/students/safety/behavior/attendance/checklist.pdf](http://www.nj.gov/education/students/safety/behavior/attendance/checklist.pdf)

2014-2015 List of Religious Holidays Permitting Student Absence From School  
<http://www.state.nj.us/education/genfo/holidays1415.htm>

Jerkins v. Anderson. 191, N.J. (2007)

**Possible**

<b><u>Cross References:</u></b>	*5020	Role of parents/guardians
	*5111	Admission
	*5114	Suspension and expulsion
	*5124	Reporting to parents/guardians
	*5125	Student records
	*5141.2	Illness
	*5141.4	Child abuse and neglect
	*5142	Student safety
	*6146	Graduation requirements
	*6146.2	Promotion/retention
	*6147	Standards of proficiency
	*6147.1	Evaluation of individual student performance
	*6154	Homework/makeup work
	*6171.4	Special education
	*6173	Home instruction

\*Indicates policy is included in the Critical Policy Reference Manual.