

**PARSIPPANY-TROY HILLS TOWNSHIP SCHOOLS
SUPERINTENDENT’S BOARD OF EDUCATION BULLETIN**

Number 7 Addendum

November 19, 2020

The following motions are non-controversial, a matter of routine business and will be voted on by one motion:

26. Board Policies

**BOARD
POLICIES**

BE IT RESOLVED that the Board approve the following new and revised Board Policies/Guidelines and Procedures at this second and final reading.

- P 1620 - Administrative Employment Contracts (M) (Revised)
- P 2431 - Athletic Competition (M) (Revised)
- R 2431.1 - Emergency Procedures for Sports and Other Athletic Activity (M) (Revised)
- P 2464 - Gifted and Talented Students (M) (Revised)
- P & R 5330.05 - Seizure Action Plan (M) (New)
- P 6440 - Cooperative Purchasing (M) (Revised)
- P & R 7440 - School District Security (M) (Revised)
- P 7450 - Property Inventory (M) (Revised)
- P & R 7510 - Use of School Facilities (M) (Revised)
- P 8420 - Emergency and Crisis Situations (M) (Revised)
- P 8561 - Procurement Procedures for School Nutrition Programs (M) (Revised)

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27. Cooperative Pricing System Agreement

**COOP PRICING
CAMDEN CTY ESC**

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Camden County Educational Services Commission, hereinafter referred to as “Lead Agency,” has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services; and

WHEREAS, the Parsippany-Troy Hills Township Board of Education, in the County of Morris, desires to participate in the Camden County Educational Services Commission Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE, BE IT RESOLVED, by the Parsippany-Troy Hills Township Board of Education of the Township of Parsippany-Troy Hills in the County of Morris, State of New Jersey, that the Parsippany-Troy Hills Township Board of Education authorizes participation in the Camden County Cooperative Pricing System. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the School Business Administrator is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency; and

BE IT FURTHER RESOLVED, that the Lead Agency, shall be responsible for complying with the provisions of *the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.)* and all other provisions of the revised statutes of the State of New Jersey.

28. Panic Button Replacement

PANIC BUTTON

BE IT RESOLVED, that the Parsippany-Troy Hills Township Board of Education accepts the proposal from RFP Solutions, Inc. in the amount of \$46,368 to bring the district into compliance with Alyssa's Law by installing replacement panic buttons, and ensuring that the district will be approved for the School Security Grant upon installation of this conforming system. Upon acceptance of our membership in the Camden County Educational Services Commission cooperative purchasing consortium, the purchase will be made through the consortium, which has bid out these products and services under RFP #FY20-06 Information Technology Solutions.

29. ESIP REFINANCING

**ESIP
REFINANCING**

BE IT RESOLVED, that the Parsippany-Troy Hills Township Board of Education authorizes the School Business Administrator to solicit bids for re-financing the remaining balance of the ESIP lease/purchase.

30. Copier Contract Addendum

**ADDENDUM
COPIER CONTRACT**

BE IT RESOLVED, that the Parsippany-Troy Hills Township Board of Education approves an addendum to the copier contract with Atlantic Tomorrows Office (Lease # 21465) to replace the large capacity drawers with a vacuum feed large capacity drawer, at an increase of \$111.86 per month, effective January 1, 2021 through the balance of the lease agreement.

31. Home Instruction

BE IT RESOLVED that the Board approve the following student who is on home instruction:

| <u>Student</u> | <u>School</u> | <u>Grade</u> | <u>Reason</u> | <u>Anticipated End Date</u> |
|----------------|---------------|--------------|---------------|-----------------------------|
| 31492 | PHHS | 10 | Medical | 12/22/20 |

32. Vendor Approval

**VENDOR
APPROVAL**

BE IT RESOLVED that the Board approve the following vendor: IXL Learning, a web based software license for classroom, not to exceed \$2,000.00. To be purchased through IDEA Grant Funds.

33. Extended School Year Approval

ESY

BE IT RESOLVED that the Board approve the dates for the Extended School Year which will run from July 1, 2021 through July 29, 2021. There will be no Extended School Year on July 5, 2021, in observance of July 4th.

34. Resignation - PTHEA

**RETIRE
PTHEA**

BE IT RESOLVED that the Board approve the resignation, for the purpose of retirement, of Jacqueline Levinson, Reading Specialist at Knollwood Elementary School, effective January 1, 2021.

35. Resignation - Major-Extra Responsibility Assignment

**RESIGN
COACHING**

BE IT RESOLVED that the Board approve the resignation of Andrew Miller, Head Girls Lacrosse Coach at Parsippany High School, effective November 9, 2020.

BE IT RESOLVED that the Board approve the resignation of Carl Ordway, Head Boys Tennis Coach at Parsippany Hills High School, effective November 12, 2020.

36. Approval of Employment – Pending Completion

**EMPLOY
CERTIF STAFF**

BE IT RESOLVED that the Board approve, upon the recommendation of the Superintendent, the employment of the individual named below subject to the receipt of all required employment documents including but not limited to completion of criminal history background check, proof of certification and any other materials, and execution of the requisite contract of employment to be signed by the Board President; and in accordance with the provisions of the 2018-2021 Agreement between the Board of Education and the PTHEA.

Kevin Lombardo

Mathematics Teacher

Degree:

BS/New Jersey Institute of Technology

MA/ Monclair State University

Certification:

Mathematics

Experience:

3 years

Guide Placement:

BA+30, Step 4, \$60,525.00

Effective:

January 19, 2021

Assignment:

Parsippany High School
(Replacement – Kelsey Brennan)

37. Maternity Leave of Absence

**MATERNITY LEAVE
OF ABSENCE**

Employee #49260, Teacher, has requested a maternity leave of absence on or about February 22, 2021 through April 22, 2021 utilizing accumulated sick leave and personal days. Pursuant to the Family and Medical Leave Act (FMLA) and inclusive of New Jersey Family Leave Act (NJFLA), she is also requesting an unpaid childcare leave of absence from April 23, 2021 through September 17, 2021, and pursuant to the PTHEA Agreement, she is also requesting an unpaid leave of absence from September 20, 2021 through November 8, 2021.

Employee #11501, Teacher, has requested a maternity leave of absence on or about March 31, 2021 through June 3, 2021 utilizing accumulated sick leave and personal days. Pursuant to the Family and Medical Leave Act (FMLA) and inclusive of New Jersey Family Leave Act (NJFLA), she is also requesting an unpaid childcare leave of absence from June 4, 2021 through October 29, 2021, and pursuant to the PTHEA Agreement, she is also requesting an unpaid leave of absence from November 1, 2021 through November 9, 2021.

Employee #49255, Teacher, has requested a maternity leave of absence on or about March 1, 2021 through March 26, 2021 utilizing accumulated sick leave and personal days. Pursuant to the Family and Medical Leave Act (FMLA) and inclusive of New Jersey Family Leave Act (NJFLA), she is also requesting an unpaid childcare leave of absence from March 29, 2021 through June 23, 2021.

38. Leave of Absence

**LEAVE OF
ABSENCE**

BE IT RESOLVED that the Board approve an unpaid leave of absence for employee #11078, Paraprofessional, effective November 11, 2020 through November 25, 2020.

39. ESL Translator

ESL TRANSLATOR

BE IT RESOLVED that the Board approve the following individual as a translator at the rate of \$41.00 per hour to be paid out of Title III Grant Funds for 2020-2021 school year: Pupil Personnel Services will also use these services to be paid from another account.

Daniela Songun

40. **Waivers of Teaching Load**

WAIVERS

BE IT RESOLVED that the Board approve the waiver of teaching load for the following individual who will provide class coverage as indicated below during the 2020-2021 school year:

| Name | Location | Subject | Amount | Effect. Date | Class load | Formula |
|------------------|----------|---------|----------|----------------------|-------------------|---------|
| Stephanie Pavone | BMS | PE | \$273.10 | 11/24/2020-12/2/2020 | 1 class every day | 1/7 |

41. **Family Connections – IDEA**

**FAM CONNECT
IDEA**

BE IT RESOLVED that the Board approve Gina Orsini to present at Family Connections on 12/15/2020 at a rate of \$41, not to exceed 3 hours, to be paid through IDEA grant funds.

42. **Corrections**

CORRECTIONS

BE IT RESOLVED that the Board approve the following corrections:

Acting Confidential Secretary

Lisa Galioto

From: at the rate of \$253.02/diem from October 9, 2020 through December 31, 2020.

To: at the rate of \$133.90/diem from October 9, 2020 through December 31, 2020.

Leave of Absence

Employee #30051

From: a medical leave of absence effective September 24, 2020 through November 13, 2020 utilizing accumulated sick leave, pursuant to the Family and Medical Leave Act (FMLA).

To: a medical leave of absence effective September 24, 2020 through October 20, 2020 utilizing accumulated sick leave, pursuant to the Family and Medical Leave Act (FMLA).

Waiver of Teaching Load

From:

| Name | Location | Subject | Amount | Effect. Date | Class load | Formula |
|-------------------|-----------|--------------|------------|-----------------------|--------------------|---------|
| Maria Gakos | Littleton | Kindergarten | \$3,432.45 | 9/14/2020-11/20/2020 | 1 class every day | 1/7 |
| Caitlyn Moschella | Littleton | Kindergarten | \$3,432.45 | 9/14/2020-11/20/2020 | 1 class every day | 1/7 |
| Jayne Moody | BMS | Spec Ed | \$4,283.23 | 09/02/2020-01/05/2021 | 1 classy every day | 1/7 |

To:

| Name | Location | Subject | Amount | Effect. Date | Class load | Formula |
|-------------------|-----------|--------------|------------|-----------------------|--------------------|---------|
| Maria Gakos | Littleton | Kindergarten | \$6,384.36 | 9/14/2020-01/29/2021 | 1 class every day | 1/7 |
| Caitlyn Moschella | Littleton | Kindergarten | \$5,475.30 | 9/14/2020-01/29/2021 | 1 class every day | 1/7 |
| Jayne Moody | BMS | Spec Ed | \$9,851.43 | 09/02/2020-06/22/2021 | 1 classy every day | 1/7 |

POLICY

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT

ADMINISTRATION
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Administrative Employment Contracts

1620 ADMINISTRATIVE EMPLOYMENT CONTRACTS

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:

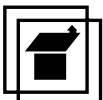
1. New employment contracts, including contracts that replace expired contracts for existing tenured and non-tenured employees;
2. Renegotiations, extensions, amendments, or other alterations of the terms of existing employment contracts that have been previously approved by the Executive County Superintendent; 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 ~~or Acting Executive County Superintendent~~, the Assistant Commissioner for Field Services** shall review and approve all ~~above~~ 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 ~~those~~ **the** contracts 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.

~~The public notice and public hearing required pursuant to N.J.S.A. 18A:11-11 is applicable to a Board that renegotiates, extends, amends, or otherwise alters the terms of an existing contract with the Superintendent of Schools, Deputy Superintendent, Assistant Superintendents, or School Business Administrator.~~

~~Although the public notice and public hearing requirements of N.J.S.A. 18A:11-11 do not apply to new contracts and contracts that replace expired contracts for existing employees in one of these positions, whether tenured or not tenured, the Board may issue a public notice and/or hold a public hearing on new contracts, including new contracts that replace expired contracts for existing tenured and non-tenured employees.~~



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.

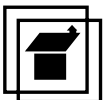
In accordance with N.J.A.C. 6A:23A-3.1(c)1, the public notice and public hearing required pursuant to N.J.S.A. 18A:11-11 shall not apply to new contracts, including contracts that replace expired contracts for existing employees in one of these positions, whether tenured or not tenured. Nothing shall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

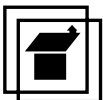
1. Contracts for each class of administrative position shall be comparable with the salary, benefits and other emoluments contained in the contracts of similarly credentialed and experienced administrators in other school districts in the region with similar enrollment, academic achievement levels and 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 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.
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 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.~~ **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 payment at the time of separation or retirement shall be made for work not performed except as otherwise authorized above. **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.**



POLICY

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT

ADMINISTRATION

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Administrative Employment Contracts

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.**
1244. No contract shall include a provision for a monthly allowance except for a reasonable car allowance. A reasonable car allowance **shall not** ~~cannot~~ 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** ~~cannot~~ 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** ~~can~~ include a provision of a dedicated driver or chauffeur.
1312. 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.
1413. 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** ~~duly~~ accredited **college or university** ~~institution of higher education~~ as defined in **applicable regulations** ~~N.J.A.C. 6A:9-2.1~~. No contract shall include a provision for assistance, ~~or~~ tuition reimbursement, or ~~for~~ additional compensation for graduate school coursework, unless **the** ~~such~~ coursework culminates in the acquisition of a graduate degree conferred by a **regionally** ~~duly~~ accredited **college or university** ~~institution of higher education~~ as defined in **applicable regulations** ~~N.J.A.C. 6A:9-2.1~~.

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: 11 February 2010
Revised:



POLICY

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT

PROGRAM
2431/page 1 of 3
Athletic Competition
M

2431 ATHLETIC COMPETITION

The Board of Education recognizes the value of athletic competition as an integral part of the total school experience. ~~Game activities and practice sessions~~ **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, cheerleading program, or Marching Band/Color Guard 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:

For School Districts with High School Students and NJSIAA Athletics

1. To be eligible for participation in the interscholastic athletic program of a New Jersey State Interscholastic Athletic Association (NJSIAA) member school, all high school students must meet, at a minimum, all the eligibility requirements of the Constitution, Bylaws, and Rules and Regulations of the NJSIAA.

Home schooled children are not eligible to participate in the high school interscholastic athletic program of this district.



2. A pupil 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 marking period.

Home schooled children in grades 6 through 8 are not eligible to participate in school sponsored programs of athletic competition of this district.
3. A pupil in any grade who fails to observe school rules for pupil 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, cheerleading program, or Marching Band/Color Guard 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.

The school district shall annually distribute the Commissioner of Education developed educational fact sheet/video (located on our website

<https://www.pthsd.k12.nj.us/cms/one.aspx?portalId=27096&pageId=220909>) 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 pupil 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.

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 and present to the Board for its approval procedures for the emergency treatment of **responding to a non-serious or non-life-threatening injury sustained by a student while participating in sports or other athletic activity.** ~~injuries and disabilities that occur in the course of any athletic program or activity.~~ Emergency These procedures shall be reviewed **annually, updated as necessary,** ~~not less than once in each school year and shall be 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.

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.



REGULATION

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT

PROGRAM
R 2431.1/page 1 of 7
Emergency Procedures for **Sports and Other**
~~Athletic Practices and Competitions Activity~~
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R 2431.1 EMERGENCY PROCEDURES FOR SPORTS AND
OTHER ATHLETIC PRACTICES AND
COMPETITIONS ACTIVITY

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** ~~“Programs of athletic competition” means 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.~~
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.**



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Emergency Procedures for **Sports and Other**
~~Athletic Practices and Competitions Activity~~

4. ~~“Student” means a student enrolled in this district and a student enrolled in any district who is present in this district for the purpose of participating in a program of athletic competition sponsored by the Board of Education.~~

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.
4. Student athletes shall be required to report promptly to the athletic coach **or supervising staff member** any injury ~~or disability~~ 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.



**[Required for School Districts with any of the Grades Six through Twelve
And Optional for School Districts without any Grades Six through Twelve**

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 procedures shall be established and implemented whenever a student athlete is seriously injured when participating in sports or other athletic activity or disabled in the course of an athletic practice or competition sponsored by this district. 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;**

 - 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**



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- 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:**
 - a1. **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.**
 - b2. **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.**
 - c3. **If the student's injury or disability requires more than routine first aid, the athletic coach or supervising staff member shall:**
 - (1)a. **Summon emergency personnel by calling 911; or**
 - (2)b. **Arrange for the student's transportation to the nearest hospital or the office of the school physician medical inspector.**



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d4. The athletic coach or **supervising staff member** ~~his/her designee~~ shall promptly notify the Building Principal, the Superintendent, and the student's parent(s) or legal guardian(s) of the student's injury or disability and the condition and location of the student.

e5. An injured or disabled 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**.

56. These emergency procedures ~~shall~~ **may** be followed when the injured or disabled 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.

ED. Reports

1. The athletic coach or **supervising staff member** shall complete and file a report of every injury or disability that occurs to a student in the course of his/her participation in **sports or other athletic activity** ~~the athletic program of this district~~, regardless of the severity of the injury or disability. The report shall include:



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- a. The date of the incident;
 - b. The name, age, **and** grade level, ~~and gender~~ of each injured ~~or disabled~~ student;
 - c. The district in which the student is enrolled;
 - d. The name and district of each student involved in the incident;
 - e. A narrative account of the incident;
 - f. A detailed description of the injury ~~or disability~~;
 - 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. ~~A memorandum of~~ **How** the notice **was provided** ~~given~~ to the student's parent(s) ~~or legal guardian(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 ~~or disability~~ that occurs in the course of **the sport or other** athletic activities shall be maintained by the ~~athletic director~~ **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 ~~athletic director~~ **Principal or designee** shall report the findings of his/her analysis to the Superintendent **on an annual basis** ~~at the close of each sport season~~.



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5. The parent(s) ~~or legal guardian(s)~~ of each injured ~~or disabled~~ student will be given assistance in the completion and filing of insurance claim forms.

~~FE.~~ Readmission to Athletic Activities

A student **who sustains a serious or potentially life-threatening injury while participating in a** ~~injured or disabled in the course of sport or an other~~ athletic activity will be permitted to **resume participation** ~~athletic competition only on the~~ **upon submission of** written ~~permission~~ **medical clearance of from the student's medical home, which shall be subject to review by school district health personnel** ~~the school medical inspector or designated team doctor, who must first examine the student to determine his/her fitness to participate in athletics.~~ Written notice of that determination, **approved** ~~signed~~ by the school **health personnel** ~~medical inspector or designated team doctor~~ as appropriate, shall be given to the student's parent(s) ~~or legal guardian(s)~~.

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: 2 April 2009

Revised: May 23, 2013

Revised:



POLICY

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT

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Gifted and Talented Students

2464 GIFTED AND TALENTED STUDENTS

The Board of Education recognizes its responsibility to identify gifted and talented students within the school district and to provide these students with appropriate instructional adaptations and services. To that end, the Board directs each such student in the school district be identified and offered an appropriate educational program and services.

For purposes of this Policy, “gifted and talented students” means students who possess or demonstrate high levels of ability in one or more content areas when compared to their chronological peers in the district and who require modification of their educational program if they are to achieve in accordance with their capabilities.

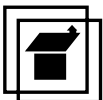
For the purpose of this Policy, “instructional adaptation” means an adjustment or modification to instruction enabling a student who is gifted and talented to participate in, benefit from, and demonstrate knowledge and application of the New Jersey Student Learning Standards in one or more content areas at the instructional level of the student, not just the student’s grade level.

The Superintendent of Schools or designee shall ensure that the appropriate instructional adaptations are designed for students who are gifted and talented.

~~The Superintendent will develop appropriate curricular and instructional modifications used for gifted and talented students indicating content, process, products, and learning environments.~~

~~The Superintendent or designee will develop procedures for an ongoing Kindergarten through grade twelve identification process for gifted and talented students that includes multiple measures in order to identify student strengths in intellectual ability, creativity, or a specific academic area. The district shall ensure equal access to a continuum of gifted and talented education services. The identification process shall include consideration of all students, including those who are English language learners and those with Individualized Education Plans or 504 Plans. Multiple measures may include, but are not limited to: achievement test scores; grades; student performance or products; intelligence testing; parent, student, and/or teacher recommendation; and other appropriate measures. The identification methodology will be developmentally appropriate, non-discriminatory, and related to the programs and services offered by the district. The identification procedures will be reviewed annually.~~

The Superintendent or designee will develop and document appropriate curricular and instructional modifications used for gifted and talented students indicating content, process, products, and learning environments, and including, but not limited to, additional education activities such as academic competitions, guest speakers, and lessons with a specialist.



The Superintendent **or designee** will take into consideration the ~~Pre-Kindergarten through Grade Twelve Gifted Programming Standards of the National Association for Gifted Children, Position Statements, and White Papers of the National Association for Gifted Children~~ in **identifying and serving gifted and talented students** in developing programs for gifted and talented students. The educational program offered to gifted and talented students will encourage and challenge them in the specific areas of their abilities, but will not replace the basic instructional program of the various grades of this district. The program offered to gifted and talented students may include, but are not limited to: ~~pull-out programs; classroom differentiated instruction; acceleration; flexible pacing; compacted curricula; distance learning; advanced classes; or individual programs infused into the student's regular instructional program, provided that a written description of the infusion has been prepared and filed in the student's record.~~

The district will provide the time and resources to develop, review, and enhance instructional tools with modifications for helping gifted and talented students acquire and demonstrate mastery of the required knowledge and skills specified by the standards at the instructional level of the student.

The district will actively assist and support professional development for teachers, educational services staff, and school leaders in the area of gifted and talented instruction.

The district shall file with the New Jersey Department of Education Coordinator for Gifted and Talented Services a report by October 1, 2020 and thereafter on a schedule that coincides with the school district's New Jersey Quality Single Accountability Continuum (QSAC) review pursuant to N.J.S.A. 18A:7A-11. The report shall include, but not be limited to, the gifted and talented continuum of services, policies, and procedures implemented in the school district; the total number of students receiving gifted and talented services in each grade level Kindergarten through grade twelve disaggregated by race, gender, special education designation, and English language learner designation; the professional development opportunities provided for teachers, educational services staff, and school leaders about gifted and talented students, their needs, and educational development; and the number of staff employed by the school district whose job responsibilities include **identification of and providing services to gifted and talented students**. Programs for gifted and talented students will be periodically evaluated for their continuing efficacy and adjusted accordingly.

The parent of any student identified as gifted or talented shall be consulted regarding any program designed to address the student's particular needs.



An individual who believes the district has not complied with the provisions of N.J.S.A. 18A:35-34 et seq. may file a complaint with the Board of Education. This policy for filing a complaint shall be linked to the homepage of the Board's Internet website. The Board shall issue a decision, in writing, to affirm, reject, or modify the district's action in the matter. The individual may then file a petition of appeal of the Board's written decision to the Commissioner of Education through the Office of Controversies and Disputes in accordance with N.J.S.A. 18A:6-9 and the procedures set forth in State Board of Education regulations.

The district shall make detailed information available on its website regarding the policies and procedures used to identify students as gifted and talented and the continuum of services offered to gifted and talented students. The information shall include the criteria used for consideration for eligibility for the gifted and talented services, including the multiple measures used in the identification process to match a student's needs with services, and any applicable timelines in the identification process.

N.J.S.A. 18A:61A-2; 18A:35-4.16; **18A:35-34 through 39**

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

P.L. 108-382, Sec. 10201 et seq.



POLICY

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT

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Seizure Action Plan
M

5330.05 SEIZURE ACTION PLAN

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.

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:



R 5330.05 SEIZURE ACTION PLAN

- 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 for the student 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.



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Seizure Action Plan

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 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.



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Seizure Action Plan

- C. Information Provided to Bus Driver (N.J.S.A. 18A:40-12.36)
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.
 - a. The release shall also authorize the school nurse to share medical information with other staff members of the school district as necessary.

Adopted:



POLICY

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT

FINANCES
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Cooperative Purchasing

6440 COOPERATIVE PURCHASING

The Board of Education recognizes that centralized, cooperative purchasing ~~tends to~~ **may** maximize the value received for each dollar spent. The ~~Board of Education Administration~~ **Board of Education** is encouraged to seek savings that may accrue to ~~this~~ **the school** district by means of joint agreements for the purchase of goods or services with the governing body of ~~any~~ **the** municipality or the county ~~within whose boundaries the school district is wholly or partly located, or by means of contracts entered into by the New Jersey State Treasury Department, Division of Purchase and Property.~~

For the purpose of this Policy, A “cooperative pricing system” means is a purchasing system in which the lead agency advertises for bids, awards a master contract to the vendor providing for its own ~~needs~~ **quantities** and ~~for the estimated quantities submitted by the individual registered members~~ **prices to be extended to registered members, and notifies them of the bid prices awarded. The registered members then contract directly with the vendor for their own needs, subject to the specifications in the master contract.**

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, A “joint purchasing system” means is 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. has complete purchasing responsibility for the registered members, and the only contractual relationship is between the lead agency and the vendor.~~



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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.

~~A “cooperative purchasing system” is either a joint purchasing or cooperative pricing 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 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** ~~purchase of work, materials or supplies~~ 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 ~~No~~ cooperative or joint purchase agreement(s) shall be entered into by resolution adopted ~~may be entered without Board approval~~ by each participating Board of Education, municipality, or county, and shall set forth ~~of an agreement that specifies~~ the categories of **goods or services to be provided or performed ~~work, materials and supplies to be purchased~~; the manner of advertising for bids and the awarding of contracts; the method ~~by which~~ of payment ~~will be made~~ by each participating Board of Education, municipality or county, and ~~such~~ other **matters** ~~terms~~ 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, ~~t~~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 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, ~~a~~Any party to **such** a contract ~~for joint operation of electronic data processing services~~ 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.



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In the event that any controversy or dispute shall arise among the parties (except a municipality or a county) to any such ~~contract agreement~~, 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 ~~and the State Board~~ 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.

~~In a cooperative purchasing system established and properly registered with the New Jersey Division of Local Government Services where the lead agency is a Board of Education or Educational Service Commission and the membership of the system is Boards of Education and local contracting units as defined in N.J.S.A. 40A:11-2(1), the purchase of any work, materials or supplies shall be conducted pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and N.J.A.C. 5:34-7.~~

N.J.S.A. 18A:18A-10 ~~11~~ through 14
N.J.S.A. 40A:11-1 et seq.
N.J.A.C. 5:34-7
N.J.A.C. 6A:~~23-7~~**423A-21.5**

Adopted: 11 June 2009
Revised:



POLICY

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT

PROPERTY
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Security of School Premises

7440 SCHOOL DISTRICT SECURITY

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 blueprints and 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 blueprints and 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 blueprints or 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.



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: 8 January 2009
Revised: 3 May 2018
Revised: 30 May 2019
Revised: 17 October 2019



REGULATION

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT

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R 7440 SCHOOL DISTRICT SECURITY

A. Definitions

“Access” means authorized access to a school building or school grounds through the use of a Board-approved key control system.

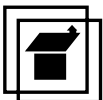
“Key control system” means the use of a key, card, code, or any other means to disengage a locking mechanism to provide entry to a school building or school grounds.

“Panic alarm” means a silent security system signal generated by the manual activation of a device intended to signal a life-threatening or emergency situation requiring a response from law enforcement.

“School buildings” and “school grounds” means and includes land, portions of land, structures, buildings, and vehicles, when used for the provision of academic or extracurricular programs sponsored by the school district or community provider and structures that support these buildings, such as school district wastewater treatment facilities, generating facilities, and other central service facilities including, but not limited to, kitchens and maintenance shops. “School buildings” and “school grounds” also includes athletic stadiums; swimming pools; any associated structures or related equipment tied to such facilities including, but not limited to, grandstands; night field lights; greenhouses; garages; facilities used for non-instructional or non-educational purposes; and any structure, building, or facility used solely for school administration. “School buildings” and “school grounds” also includes other facilities such as playgrounds; and other recreational places owned by local municipalities, private entities, or other individuals during those times when the school district has exclusive use of a portion of such land in accordance with N.J.A.C. 6A:16-1.3 and 6A:26-1.2.

B. Access to School Buildings and School Grounds

1. Access to school buildings and grounds during the school day will be permitted to all students enrolled in the school, all authorized school staff members, and visitors pursuant to Policy and Regulation 9150.
2. Access to school buildings and grounds before and after the school day will be permitted to:
 - a. Members of the Board of Education;



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PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT

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School District Security

- b. Administrative and supervisory staff members, teaching staff members, and support staff members assigned to a school building or grounds in the performance of their duties;
 - c. Other school staff members in the performance of their professional responsibilities;
 - d. Students involved in interscholastic athletics, co-curricular or extra-curricular activities, and authorized spectators;
 - e. Members of organizations granted the use of school premises pursuant to Policy and Regulation 7510;
 - f. Police officers, fire fighters, health inspectors, and other agents of Federal, State, and local government in the performance of their official duties;
 - g. Members of the public present to attend a public Board of Education or public school-related function; and
 - h. Others authorized by the Superintendent or designee and/or by Board Policy.
3. All visitors to a school building during a school day will be required to register their presence in the school and comply with the provisions of Policy and Regulation 9150. The school's registration and sign-in procedures may include the use of a school visitor management system requiring the visitor to present acceptable identification to access the school building.
 4. Signs will be conspicuously posted to inform visitors of the requirement to register their presence into the building.
- C. Key Control System for Access to School Buildings and Facilities
1. School staff members will be provided access to a school building using the school's key control system as follows:

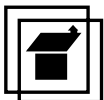


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PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT

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School District Security

- a. Teaching staff members and support staff members will be provided access using the school's key control system to the school building and to other facilities on school grounds to which they require access for the performance of their professional duties.
 - (1) The Building Principal will determine the school staff members who shall be provided access to facilities within the school building and on school grounds.
 - (2) The Superintendent or designee will determine the district administrators, supervisors, and other staff members who shall be provided access to facilities within the school building and on school grounds.
 2. School staff members provided access to a school building or other facilities on school grounds shall be responsible for ensuring their key control system authorization is not shared with another individual without prior approval of the Principal or designee for school staff members, or the Superintendent or designee for district staff members. Staff members are prohibited from permitting their key control system authorization to be used by another person unless prior approval is obtained from the Principal or designee at the building level and Superintendent or designee at the district level or in the event of an emergency.
 3. A staff member's loss of a key, card, or any other device authorizing the staff member access to a school building or a facility on school grounds must be immediately reported to the Principal or Superintendent or designee. The staff member who loses a key, card, or any such access device may be responsible for the replacement cost.
- D. School Building Panic Alarm or Emergency Mechanisms (N.J.S.A. 18A:41-10 through 13)
1. Each public elementary and secondary school building shall be equipped with at least one panic alarm for use in a school security emergency including, but not limited to, a non-fire evacuation, lockdown, or active shooter situation.
 2. The alarm shall be directly linked to local law enforcement authorities or, in the case of a school building located in a municipality in which there is no municipal police department, a location designated by the Superintendent of the New Jersey State Police.



3. The alarm shall be capable of immediately transmitting a signal or message to such authorities outlined in D.2. above upon activation.
 4. The alarm shall not be audible within the school building.
 5. Each panic alarm required under N.J.S.A. 18A:41-11 and Policy and Regulation 7440 shall:
 - a. Adhere to nationally recognized industry standards, including the standards of the National Fire Protection Association and Underwriters Laboratories; and
 - b. Be installed solely by a person licensed to engage in the alarm business in accordance with the provisions of N.J.S.A. 45:5A-27.
 6. The school district may equip its elementary and secondary school buildings with an emergency mechanism that is an alternative to a panic alarm if the mechanism is approved by the New Jersey Department of Education.
- E. Staff Member Responsibilities
1. Staff members should not bring to school valuable personal items that cannot be in the staff member's personal possession at all times. The Board of Education is not responsible for a staff member's personal possession in the event the item is lost, stolen, misplaced, damaged, or destroyed.
 2. In the event a staff member observes a student has a valuable item in school, the staff member will report it to the Principal or designee. A valuable item may include, but is not limited to, an unusually large amount of money, expensive jewelry or electronic equipment, or any item that is determined by the Principal or designee to be valuable to a student based on the student's age.
 - a. The Principal or designee may contact the student's parent and request the parent come to school to retrieve the valuable item;
 - b. The Principal or designee may secure the valuable item and return it to the student at the end of the school day and inform the student and the parent not to bring the valuable item to school in the future; or
 - c. The Principal or designee will permit the student to maintain the valuable item and inform the student and the parent not to bring the valuable item to school in the future.



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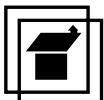
PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT

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School District Security

- d. The Board of Education is not responsible for a student's personal possession in the event the item is lost, stolen, misplaced, damaged, or destroyed when in the possession of the student.
 3. Teaching staff members shall close classroom windows and shut and lock classroom doors when leaving at the end of the school day; shut and lock classroom doors during the school day when the room is not going to be in use after their assignment, and report immediately to the Principal or designee any evidence of tampering or theft.
 4. Custodians shall, at the end of the work day, conduct a security check of the building to make certain that all windows are closed and all office, classroom, and building doors are shut and locked, except as such doors may be required to be open for persons with access.
 5. Office personnel shall take all reasonable precautions to ensure the security of all school and district records and documents against unauthorized access, deterioration, and destruction.
- F. School Safety Specialist
1. 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.
 2. The School Safety Specialist shall:
 - a. Be responsible for the supervision and oversight for all school safety and security personnel, policies, and procedures in the school district;
 - b. Ensure that these policies and procedures are in compliance with State law and regulations; and
 - c. Provide the necessary training and resources to school district staff in matters relating to school safety and security.
 3. The School Safety Specialist shall also serve as the school district's liaison with law enforcement and national, State, and community agencies and organizations in matters of school safety and security.



4. 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.
- G. **Summoning Law Enforcement Authorities**
1. Law enforcement authorities will be summoned promptly whenever evidence is discovered that indicates: a crime has been committed on school premises or in the course of staff or student transportation to or from school; a break and entry may have occurred on school grounds; a deadly weapon is on school premises; a breach of the peace has occurred on school premises; for any reason required in the Memorandum of Understanding between the Board of Education and Law Enforcement and in accordance with Policy and Regulation 9320; or for any other reason there is concern about the health, safety, and welfare of persons on school grounds or school property.
 2. Anytime law enforcement agents are summoned in accordance with G.1. above, the Superintendent will be notified as soon as possible.
- H. **Annual School Safety Audit for Each School Building**
1. **The district shall annually conduct a school safety audit for each school building using the checklist developed by the New Jersey Office of Homeland Security and Preparedness in collaboration with the Department of Education pursuant to section H.2. below.**
 - a. **The district shall submit the completed audit to the New Jersey Office of Homeland Security and Preparedness and the Department of Education in accordance with the provisions of N.J.S.A. 18A:41-14.a.**



POLICY

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT

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Property Inventory

7450 PROPERTY INVENTORY

~~As steward of this district's school property,~~ 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 ~~property~~ records.

~~The Board shall conduct~~ **The district shall maintain** a complete inventory by physical count of all district-owned equipment ~~and supplies through a perpetual inventory.~~

~~For purposes of this policy, "equipment" means a unit of furniture or furnishings, an instrument, a machine, an apparatus, or a set of articles that retains its shape and appearance with use, is nonconsumable, costs at least \$500 as a single unit, and does not lose its identity when incorporated into a more complex unit.~~

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.**



POLICY

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT

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Property Inventory

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. ~~to determine loss, mislocation, or depreciation;~~ **A** any major loss shall be reported to the Board.

Property records of ~~consumable~~ 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.**

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

~~N.J.A.C. 6:20-4.3~~ **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: 8 January 2009
Revised:



POLICY

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT

PROPERTY
7510/page 1 of 4
Use of School Facilities

7510 USE OF SCHOOL FACILITIES

Because community-based activities can make an important contribution to a child's education and to a community's cohesiveness, the Board of Education encourages the responsible use of its facilities, including school buildings and fields, by organized groups of Parsippany-Troy Hills residents or Parsippany-Troy Hills based businesses whose purpose and intent are to promote programs of an educational, civic or recreational nature for the youth and residents of Parsippany-Troy Hills. While such use must be construed as a privilege rather than a right, it is the intent of the Board to open its facilities to the greatest extent possible.

The use of school facilities will not be granted for any purpose that is prohibited by law or found to be contrary to the educational mission of the district.

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.

Use of school equipment in conjunction with the use of school facilities must be specifically requested in writing. The users of school equipment must accept liability for any damage or loss to such equipment that occurs while it is in their use, regardless of any assignment of negligence. Where rules so specify, certain items of equipment may only be used by a qualified operator approved by the school district administration.

The school district shall provide a copy of Policy and Regulation 2431.4 – Prevention and Treatment of Sports-Related Concussions and Head Injuries to all youth sports team organizations that operate on school grounds or in school facilities. In accordance with the provisions of N.J.S.A. 18A:40-41.5, the school district shall not be liable for the injury or death of a person due to the action or inaction of persons employed by, or under contract with, or volunteering with, a youth sports team organization that uses school facilities or operates on school grounds. The youth sports team organization provides the school district proof of an insurance policy in the amount of not less than \$50,000 per person, per occurrence; and which insures the youth sports team organization, and the District, against liability for any bodily injury suffered by a person. The youth sports team organization must also provide a statement of compliance with the school district's Policy and Regulation 2431.4 - Prevention and Treatment of Sports-Related Concussions and Head Injuries.



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

The 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

PRIORITY USAGE

Priority will be given to activities which align with the district's mission statement to "Provide effective instruction, develop the learning potential of all (children) in the district, to build skills for a lifetime of learning and to develop a feeling of self worth and confidence that will allow (children) to become productive members of society." The Board of Education "Seeks the involvement of parents and members of the community as participants in a partnership in activities which have the potential "to produce effective learners who can cope with the demands of an ever-changing society," as well as those which "(Contribute) to the well being of the community." **THE MISSION OF THE PARSSIPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT, IN PARTNERSHIP WITH FAMILIES AND THE GREATER COMMUNITY, IS TO CHALLENGE AND NURTURE ALL STUDENTS ACADEMICALLY AND TO DEVELOP CONFIDENT LEARNERS WHO ARE COMPASSIONATE, GENEROUS, APPRECIATIVE, AND INVESTED IN THEIR DIVERSE WORLD. THIS WILL BE ACCOMPLISHED THROUGH INNOVATIVE OPPORTUNITIES THAT INSPIRE LIFE-LONG LEARNING, CRITICAL THINKING AND PROBLEM SOLVING, CREATIVE EXPLORATION, AND THE DEMOCRATIC COLLABORATION AMONG STUDENTS AND STAFF.**

Priority Number One

Use of school facilities by school classes, school clubs or groups of pupils or teachers for school activities, Board of Education, PTA meetings, and school-sponsored scout groups shall be classed as priority number one. Each school-based parent group will be granted free use of the facilities for annual events which causes the Board to bear the expense of additional services up to \$1500.00. Parent groups will not be charged custodial hours for events which can be scheduled during normal working hours of custodial staff. Parent groups may charge admission.

Priority Number One status shall also be accorded to non-profit Parsippany-Troy Hills-based groups whose membership or participants is made up of 90% or more community residents, and whose participants are school-age children. Such groups will be provided free use of the facilities as long as the activities take place during normal custodial work hours. Additional custodial services required, directly related to the use of the facility, (extra hours, overtime, repair of damage above normal wear and tear) will be billed to the organization on a cost-to-Board basis. No such community-based activities may conflict with school use of facilities.



Priority Number Two

Use of school facilities by divisions of the local municipal government and regular business meetings of Parsippany-Troy Hills community groups shall be classed as Priority Number Two, provided no admission is charged and the function is on behalf of general education or youth and public welfare. Reciprocal agreements with such organizations may obviate the need for fees.

Regular custodial service shall be supplied, but when extra custodial service is necessary, the cost of same must be borne by the requesting organization. A service charge for opening the building will be made if necessary, according to Board regulations. The organization shall also bear all expenses connected with stage supervision and operation.

Priority Number Three

Use of school facilities for fund raising or other events sponsored by Parsippany-Troy Hills community based groups and/or educationally oriented associations, on behalf of general education or youth and public welfare, shall be classed as Priority Number Three.

All custodial service expenses, whether regular or overtime, must be borne by the requesting organization. A service charge for use of the building will be made according to Board regulations. The organization shall also bear all expenses connected with stage supervision and operation.

Priority Number Four

Use of school facilities by political rallies or caucuses sponsored by political parties shall be classed as Priority Number Four, provided no admission is charged, or an admission is charged and the net proceeds are for the benefit of a non-profit, service, educational, cultural, or recreational organization.

A rental charge shall be made in accordance with Board regulations. All custodial service expenses, whether regular or overtime, must be borne by the requesting organization. The organization shall also bear all expenses connected with stage supervision and operation.



Priority Number Five

Use of school facilities for activities sponsored by responsible Parsippany-Troy Hills organizations for their own profit shall be classed as Priority Number Five.

A rental charge shall be made in accordance with Board regulations for the performance and all rehearsals.

All custodial service expenses, whether regular or overtime, must be borne by the requesting organization. The organization shall also bear all expenses connected with stage supervision and operation.

IMPORTANT NOTICE

In cases where use of a school facility, either building or field, may result in damage to that facility the Board of Education reserves the right to cancel permission without prior notice.

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

N.J.S.A. 18A:20-20; 18A:20-34; **18A:41-7**

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

Adopted: 8 January 2009
Revised: 23 August 2012
Revised:



REGULATION

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT

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Use of School Facilities

R 7510 USE OF SCHOOL FACILITIES

COMMUNITY RELATIONS

General Statement

School buildings, other facilities, and equipment are constructed, purchased, and maintained by the Board at public expense for the primary purpose of educating the school-age children of Parsippany-Troy Hills. The non-school use of the school facilities may be permitted in accordance with policy 7510, as long as such use does not hamper or interfere with the proper maintenance and conduct of school functions.

Determination of the after-school use of buildings, facilities, and equipment is vested in the Board.

The Superintendent and/or Board Secretary shall administer the Board's rules and regulations concerning use of school facilities and shall control the assignment of such facilities to requesting organizations.

School functions and regularly scheduled co-curricular activities shall have priority over any and all non-school uses.

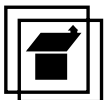
Procedures, Rules and Regulations for Community use of School Facilities

The School Business Administrator shall coordinate the scheduling of the use of school facilities, shall insure that all insurance certificates are provided in advance of the event and demonstrate the appropriate coverage, issue all District permits related to use of facilities by the community and shall maintain a calendar of approved activities, and verify that all required Municipal permits are obtained.

The Board of Education shall review and pass upon community use of school facilities. The Board expressly reserves the right to reject any application, to revise the rules, regulations and rental charges at any time, and to revoke permission for use previously granted.

All organizations shall schedule their facilities one month in advance of the planned date of use through the building principal.

All organizations must complete an application form before Board action on approval can be initiated. A deposit for use of the facility may be required according to current rates. The individual completing the application will be responsible to the Board for any problems arising from the group's use of school facilities.



REGULATION

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT

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Use of School Facilities

Organizations desiring to rent facilities on a regular scheduled basis for extended periods shall have their rental fees determined at the time the rental agreement is prepared.

All organizations shall be assigned at least one school custodian who is an employee of the Board of Education to any activity requiring the use of an auditorium, gymnasium, locker room, cafeteria, kitchen or classroom. The custodian shall be present one-half hour prior to the beginning of the activity. The same shall apply to any rehearsal or breakdown time necessary in connection with the activity. The attending custodian's function in all cases shall be to supervise the use of Board facilities, clean following the activity and secure the building.

The Board of Education reserves the right to determine the number of school personnel who shall be on duty for any given activity. The Board may also require special police to be on duty, which the sponsoring organization shall employ. The organization using the schools must contact police, health, and fire departments to determine the requirements of each department in connection with the rental.

All organizations must conclude their evening activities and be out of the building by 10:30 p.m. unless special permission is granted on the permit. All school property is rented conditionally upon the good behavior of the sponsoring organization and if any rules or regulations are broken or property damaged through carelessness or neglect, future applications for rental may be rejected. The lessee will be responsible for the preservation of order and will be liable for any damages to or loss of Board property that may result from said use.

The sponsor is responsible for supplying all equipment and all necessary personnel except as specifically listed on permit.

Permit holders shall confer with the School Business Administrator to obtain permission to bring materials to rented space. The Board of Education assumes no liability for damage to properties of others. Storage arrangements must be made with the school officials.

Permission to serve food or refreshments is limited to that specified on the permit and shall be limited to the area designated by the school officials.

The seating capacity of the high school auditoriums shall be posted and in no case may it be exceeded.

No vendors shall be permitted on school property unless specified and approved on the permit. Any vendors not listed on the application for use of facilities shall not be permitted on any school site. The decision of the facility manager designated for a particular event shall be final.



REGULATION

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT

PROPERTY
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Use of School Facilities

Any use of food preparation equipment, kitchen equipment or facilities, or school-owned audio visual or electronic equipment must be requested in writing on the application and approved prior to the event.

No alcoholic beverages or drugs shall be brought to or served on Board of Education property. Smoking is prohibited on school property.

All requests for use of school facilities should be made as far in advance as possible.

School functions, whether regularly scheduled or because of rescheduling, shall have priority. When they conflict with previously assigned non-school uses sponsors shall be informed of this provision.

The Board of Education or its agents shall have no responsibility, expressed or implied, for inconveniences, loss or damage resulting from any form of schedule conflict in the assignment or rental of school facilities.

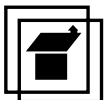
The Board of Education requires sponsoring organizations to submit proof of sufficient liability insurance coverage, and must name the Parsippany-Troy Hills Board of Education as an additional insured.

The following clause is a part of this application/permit:

"The lessee shall indemnify the Board of Education and save it harmless from and against all losses, damages, liability, and expenses including attorney's fees arising out of any claim or demand or any proceeding or action to enforce any claim or demand, by any person, for personal injury or property damage resulting from or arising out of the use of the land and buildings and equipment/property of the Board of Education in connection with the performance of or furtherance of this agreement by the lessee, whether or not due to the carelessness, negligence or improper conduct of the lessee, its employees, agents or guests."

No grant of permission to use school property shall carry with it any right to exclude members of the school administration or the Board of Education or its representatives from the property. Any member of the Board or any of its representatives shall have full and free access at all times to any part of the building or grounds.

Any request for use of school facilities which in the opinion of the Superintendent or School Business Administrator is unusual shall be brought to the Board for a ruling.



Permission for use of a specific facility within a building confers no privileges with reference to any other part of the building.

There must be suitable and adequate adult supervision of all activities while on school premises.

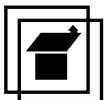
Direct payments are not to be made to any employee, including gratuities of any kind. All charges for rentals are invoiced through the Business Office and are payable to: Parsippany-Troy Hills Board of Education.

Any youth sports team organization that is granted permission to use school facilities must provide the school district proof of an insurance policy against liability for any bodily injury in the amount of not less than \$50,000 per person per occurrence, and which insures the youth sports team organization, and the district, against liability for any bodily injury suffered by a person. The youth sports team organization must also provide a statement of compliance with the school district's Policy and Regulation 2431.4 - Prevention and Treatment of Sports-Related Concussions and Head Injuries, which will be provided to the adult representative of the requesting organization with the application to use school facilities.

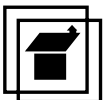
For the purpose of this Policy, a "youth sports team organization" means one or more sports teams organized pursuant to a nonprofit or similar charter or which are member teams in a league organized by or affiliated with a county or municipal recreation department.

Rules for the Use of School Facilities

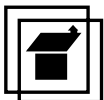
1. Users of school facilities will be bound by the law.
 - a. Users must comply strictly with all applicable statutes; municipal ordinances; and rules of the Board of Health, Fire Department, and Police Department regarding public assemblies.
 - b. The use must not exceed the established capacity of the facility used.
 - c. The use must not involve gambling or games of chance.
 - d. The use, possession, and/or distribution of alcohol and/or controlled dangerous substances is absolutely prohibited, in accordance with law and Policy Nos. 5530 and 7435.
 - e. Smoking is prohibited in accordance with Policy No. 7434.



- f. School facilities cannot be used for any purpose prohibited by law or likely to result in rioting, disturbance of the peace, damage to property or for the purpose of defaming others.
2. Users of school facilities will respect Board property.
 - a. The user will not damage, destroy, or deface school property. The facility shall be used with care and left in an orderly and neat condition.
 - b. The user must request in the application and receive permission to bring and use equipment, decorations, or materials to the school facility. No equipment, decorations, or materials may be nailed to floors, walls, windows, woodwork, curtains, or fixtures or affixed to the same in any manner that defaces or damages school property or grounds.
 - c. Any equipment, scenery, decorations, or other material brought to the school facility and any debris caused by the use or remaining after the use must be promptly removed by the user. Any such materials left on school premises beyond the time period approved in the application may be removed by the Board at the user's expense. The Board assumes no liability for damage to or loss of materials brought to school facilities.
 - d. The user must request in the application and receive permission to use or move a district piano. A piano may be moved only by school district staff or by a competent and experienced commercial mover approved by the Board and at the expense of the user. Any piano that has been moved must be returned to its original placement with the same care and at the expense of the user.
 - e. Users of the gymnasium must ensure that all participants wear rubber-soled footwear to prevent damage to floors.
 - f. No school facility may be used for a purpose in conflict with the purpose for which the facility was designed.
 - g. Lighting equipment, ventilation systems, and thermostatic controls may be operated only by an employee of the district.



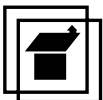
- h. The user must request in the application and receive permission to serve and consume food and/or beverages on school premises. The service and consumption of food and/or beverages is strictly limited to the area for which permission is granted.
 - i. No signs, posters, advertisements, or other displays may be placed in a school building without prior approval.
 - j. No school keys shall be issued to a user.
 - k. No animal shall be allowed on school premises without prior approval except as permitted by law.
 - l. An authorized school district staff member shall examine the school facilities and/or grounds after the use and will inform the user of any loss or damage that must be corrected.
 - m. Permission to use school facilities extends only to the facility requested. Users are not entitled to enter health offices, administrative offices, storage closets, or any other room to which permission to use has not been expressly granted. Users are not permitted to use district telephones, word processors, and office equipment.
 - n. No vehicles of any type shall be operated in any area that is not designed for such vehicles without prior permission.
3. Facilities Must be Properly Supervised.
- a. A school custodian(s) must be on duty during the entire time a use occurs.
 - b. The use of certain school facilities (such as kitchen and auditorium stage) require the services of school employees trained in the use of the facility. The user will be charged an additional fee and the school employee will be compensated accordingly by the district.



- c. The user must assume full responsibility for the conduct of all participants in the use while they are in or about school buildings and grounds and must enforce these regulations. The user must provide an adequate number of persons to supervise participants in the activity. The district, depending on the activity, may require as a condition of approval, a certain number of chaperones, law enforcement officials, and/or a school district representative(s) to be present at the activity.
- d. The user must, in consultation with the Superintendent or Business Administrator, anticipate the need for the assistance of police officers, fire fighters, and/or parking attendants. All such services must be arranged by the user and will be at the expense of the user. When a user refuses or fails to secure police, fire, and/or parking assistance after having been advised to do so by the Superintendent or Business Administrator, the Principal may recommend that permission to use the facility be withdrawn.
- e. Board members and school officials are entitled to full and free access to any part of the school premises during any use. No user may exclude a Board member or school official from a school facility for any reason.

4. Provision of Training on School Safety and Security

- 1. **In accordance with the provisions of N.J.S.A. 18A:41-7.c., the Board of Education 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.**



REGULATION

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT

PROPERTY
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Use of School Facilities

2. **It shall be the responsibility of the organization that sponsors the youth program to train the program's employees and volunteers on the school security and emergency procedures in effect in the school building in which the youth program is located.**
3. **The organization that sponsors the youth program shall file a statement of assurance with the Superintendent or designee that it has complied with the training requirements prior to the district authorizing the use of the school building.**
 - a. **The statement of assurance shall be developed by the Commissioner of Education and shall be filed with the school district on an annual basis.**



REGULATION

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT

PROPERTY
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Use of School Facilities

SCHEDULE OF RENTAL CHARGES

PRIORITY

| | <u>II & III</u> | <u>IV</u> | <u>V</u> |
|---------------------------|---------------------|-----------------------------|-----------------------------|
| | | <u>4 Hr.</u> - <u>Full*</u> | <u>4 Hr.</u> - <u>Full*</u> |
| <u>Elementary Schools</u> | | | |
| Gym/All-Purpose Room | \$ 70.00 | \$150.00 - 300.00 | \$300.00 - 600.00 |
| Classroom | 30.00 | 30.00 - 60.00 | 60.00 - 120.00 |
| <u>Middle Schools</u> | | | |
| Cafeteria (Central) | 60.00 | 120.00 - 240.00 | 240.00 - 480.00 |
| (Brooklawn) | 100.00 | 240.00 - 480.00 | 480.00 - 960.00 |
| Rehearsal (Central) | 40.00 | 60.00 - 120.00 | 120.00 - 240.00 |
| (Brooklawn) | 60.00 | 120.00 - 240.00 | 240.00 - 480.00 |
| Gymnasium (Central) | 80.00 | 180.00 - 360.00 | 360.00 - 720.00 |
| (Brooklawn) | 120.00 | 300.00 - 600.00 | 600.00 - 1,200.00 |
| Kitchen** | 30.00 | 30.00 - 60.00 | 60.00 - 120.00 |
| Classroom | 30.00 | 30.00 - 60.00 | 60.00 - 120.00 |
| <u>High Schools</u> | | | |
| Auditorium (PHS) | 105.00 | 255.00 - 510.00 | 510.00 - 1,020.00 |
| (PHHS) | 155.00 | 405.00 - 810.00 | 810.00 - 1,620.00 |
| Rehearsal (PHS) | 60.00 | 130.00 - 255.00 | 260.00 - 520.00 |
| (PHHS) | 90.00 | 200.00 - 405.00 | 420.00 - 840.00 |
| Gymnasium | 120.00 | 300.00 - 600.00 | 600.00 - 1,200.00 |
| Cafeteria (PHS) | 85.00 | 195.00 - 390.00 | 390.00 - 780.00 |
| (PHHS) | 110.00 | 270.00 - 540.00 | 540.00 - 1,080.00 |
| Kitchen** | 30.00 | 30.00 - 60.00 | 60.00 - 120.00 |
| Media Center | 70.00 | 150.00 - 300.00 | 300.00 - 600.00 |
| Classroom | 30.00 | 30.00 - 60.00 | 60.00 - 120.00 |
| <u>Athletic Fields</u> | | | |
| Football | | | 200.00 per team/ |
| Baseball | | | per season |

* "Full" means more than 4 hours.

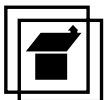
** Use of kitchen not available without use of Cafeteria personnel.

9-1-2000

Issued: 8 January 2009

Revised: 23 August 2012

Revised:



POLICY

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT

OPERATIONS
8420/page 1 of 2

Emergency AND CRISIS SITUATIONS ~~Evacuation~~

8420 EMERGENCY AND CRISIS SITUATIONS ~~Evacuation~~

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. Fire alarm systems shall be initiated only during a fire drill evacuation. 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: 22 October 2009

Revised:



POLICY

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT

OPERATIONS
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Procurement Procedures for School
Nutrition Programs
M

8561 PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS

The Board of Education adopts this Policy to identify their procurement plan for the United States Department of Agriculture's (USDA) School Nutrition Programs. School Nutrition Programs include, but are not limited to: the National School Lunch Program (NSLP); School Breakfast Program (SBP); Afterschool Snack Program (ASP); Special Milk Program (SMP); Fresh Fruit and Vegetable Program (FFVP); Seamless Summer Option (SSO) of the NSLP; Summer Food Service Program (SFSP); the At-Risk Afterschool Meals component of the Child and Adult Care Food Program (CACFP); and the Schools/Child Nutrition USDA Foods Program.

The Board of Education is ultimately responsible for ensuring all procurement procedures for any purchases by the Board of Education and/or a food service management company (FSMC) comply with all Federal regulations, including but not limited to: 7 CFR Parts 210, 220, 225, 226, 245, 250; 2 CFR 200; State procurement statutes and administrative codes and regulations; local Board of Education procurement policies; and any other applicable State and local laws.

The procurement procedures contained in this Policy will be implemented beginning immediately, until amended. All procurements must maximize full and open competition. Source documentation will be maintained by the School Business Administrator/Board Secretary or designee and will be available to determine open competition, the reasonableness, the allowability, and the allocation of costs.

The Board of Education intentionally seeks to prohibit conflicts of interest in all procurement of goods and services.

A. General Procurement

The procurement procedures will maximize full and open competition, transparency in transactions, comparability, and documentation of all procurement activities. The school district's plan for procuring items for use in the School Nutrition Programs is as follows:

1. The School Business Administrator/Board Secretary will ensure all purchases will be in accordance with the Federal Funds Procurement Method Selection Chart – State Agency Form #358 - Appendix. Formal procurement procedures will be used as required by 2 CFR 200.318 **through** .326 and any State and local procurement code and regulations. Informal procurement procedures (small purchase) will be required for purchases under the most restrictive small purchase threshold.



POLICY

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT

OPERATIONS
8561/page 2 of 13
Procurement Procedures for School
Nutrition Programs

2. The following procedures will be used for all purchases:

| Product/ Services | Estimated Dollar Amount | Procurement Method | Evaluation | Contract Award Type | Contract Duration/ Frequency |
|-------------------------------|---------------------------------------|---|---|-------------------------------------|--|
| Food Service Management | Over \$40,000 (with QPA) | Formal | Most advantageous bidder/offer with price as the primary factor, other factors considered | Competitive Contracting | One Year with options for four (4) one (1)-year renewals |
| Repairs to Equipment | Below \$3,500 | Informal using Sound Business Practices | Lowest responsible price | Fixed Price or Time and Material | One Year |
| Repairs to Equipment | \$3,500 to \$39,999 (with QPA) | Quotes | Lowest responsible quote | Fixed Price or Time and Material | One Year |
| Replacement of Equipment | Below \$3,500 (with QPA) | Informal using Sound Business Practices | Lowest responsible price | Fixed Price | As Needed |
| Replacement of Equipment | \$3,500 to \$39,999 (with QPA) | Quotes | Lowest responsible quote | Fixed Price | As Needed |
| Misc. Supplies | Below \$3,500 (with QPA) | Informal using Sound Business Practices | Lowest responsible price | Fixed Price | As Needed |
| Misc. Supplies | \$3,500 to \$39,999 (with QPA) | Quotes | Lowest responsible quote | Fixed Price | As Needed |
| Renovation of Serving Line | \$3,500 to \$39,999 (with QPA) | Quotes | Lowest responsible quote | Fixed Price | As Needed |
| Renovation of Serving Line | Over \$40,000 | Formal | Lowest responsible bidder with price as the primary factor | Request for Bids | As Needed |

B. Micro-Purchase Procedures

~~Micro-Purchases (2 CFR 200.67):-~~

1. Public/Charter Schools

Purchases of supplies or services, as defined by 2 CFR 200.67, will be awarded without soliciting competitive price quotations if the price is reasonable in accordance with N.J.S.A. 18A:18A-37(a) and below thresholds established by the State Treasurer for informal receipt of quotations. Purchases will be distributed equitably among qualified suppliers with reasonable prices. Records will be kept for micro-purchases.



2. ~~Non-Public Schools Only~~ Purchases of supplies or services, within the **Federal** micro-purchase threshold (the aggregate amount does not exceed the Federal micro-purchase threshold as set by **2 CFR 200.67** ~~48 CFR 2.101~~) will be awarded without soliciting competitive price quotations if the price is reasonable. Purchases will be distributed equitably among qualified suppliers with reasonable prices. Records will be kept for micro-purchases.
3. Formal bid procedures will be applied on the basis of:
 - centralized system;
 - individual school;
 - multi-school system; and/or
 - State contract.
4. Because of the potential for purchasing more than the public or non-public informal/small purchase threshold amount, or the Board approved threshold if less, it will be the responsibility of the School Business Administrator/Board Secretary to document the amounts to be purchased so the correct method of procurement will be followed.

~~CB.~~ Formal Procurement

When a formal procurement method is required, the following competitive sealed bid or an Invitation for Bid (IFB) or competitive proposal in the form of a Request for Proposal (RFP) procedures will apply:

1. An announcement of an IFB or a RFP will be placed in the Board designated official newspaper to publicize the intent of the Board of Education to purchase needed items. The advertisement for bids/proposals or legal notice will be published in the official newspaper for at least one day in accordance with the provisions of N.J.S.A. 18A:18A-21.
2. An advertisement in the official newspaper for at least one day is required for all purchases over the school district's small purchase threshold as outlined in Appendix – Federal Funds Procurement Method Section Chart. The advertisement will contain the following:
 - a. A general description of items to be purchased;
 - b. The deadline for submission of questions and the date written responses will be provided, including addenda to bid specifications, terms, and conditions as needed;



- c. The date of the pre-bid meeting, if provided, and if attendance is a requirement for bid award;
 - d. The deadline for submission of sealed bids or proposals; and
 - e. The address of the location where complete specifications and bid forms may be obtained.
3. In an IFB or RFP, each vendor will be given an opportunity to bid on the same specifications.
 4. The developer of written specifications or descriptions for procurements will be prohibited from submitting bids or proposals for such products or services.
 5. The IFB or RFP will clearly define the purchase conditions. The following list includes requirements, not exclusive, to be addressed in the procurement document:
 - a. Contract period **for the base year and renewals as permitted;**
 - b. The Board of Education is responsible for all contracts awarded (statement);
 - c. Date, time, and location of IFB/RFP opening;
 - d. How the vendor is to be informed of bid acceptance or rejection;
 - e. Delivery schedule;
 - f. Requirements (terms and conditions) the bidder must fulfill in order for bid to be evaluated;
 - g. Benefits to which the Board of Education will be entitled if the contractor cannot or will not perform as required;
 - h. Statement assuring positive efforts will be made to involve ~~minority and~~ small **and minority businesses, women's business enterprises, and labor surplus area firms;**
 - i. Statement regarding the return of purchase incentives, discounts, rebates, and credits **under a cost reimbursement FSMC contract** to the Board of Education's nonprofit school food service account;



- j. Contract provisions as required in Appendix II to 2 CFR 200;:
- (1) **Termination for cause and convenience – contracts in excess of \$10,000;**
 - (2) **Equal Opportunity Employment – “federally assisted construction contracts”;**
 - (3) **Davis-Bacon Act – construction contracts in excess of \$2,000;**
 - (4) **Contract work Hours and Safety Standards – contracts in excess of \$100,000;**
 - (5) **Right to inventions made under a contract or agreement – if the contract meets the definition of a “funding agreement” under 37 CFR 401.2(a);**
 - (6) **Clean Air Act – contracts in excess of \$150,000;**
 - (7) **Debarment and Suspension – all Federal awarded contracts;**
 - (8) **Byrd Anti Lobbying Amendment – contracts in excess of \$100,000; and**
 - (9) **Contracts must address administrative, contractual , or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**
- k. Contract provisions as required in 7 CFR 210.21(f) for all cost reimbursable contracts;
- l. Contract provisions as required in 7 CFR 210.16(a)(1-10) and 7 CFR 250.53 for food service management company contracts;
- m. Procuring instrument to be used are purchase orders from firm fixed prices after formal bidding;
- n. Price adjustment clause for renewal of multi-year contracts as defined in N.J.S.A. 18A:18A-42. The “index rate” means the annual percentage increase rounded to the nearest half percent in the implicit price deflator for State and local government purchases of goods and services computed and published quarterly by the U.S. Department of Commerce, Bureau of Economic Analysis;
- o. Method of evaluation and type of contract to be awarded (solicitations using an IFB are awarded to the lowest responsive and responsible bidder; solicitations using a RFP are awarded to the most advantageous bidder/offeror with price as the primary factor among factors considered);



- p. Method of award announcement and effective date (if intent to award is required by State or local procurement requirements);
- q. Specific bid protest procedures including contact information of person and address and the date by which a written protest must be received;
- r. Provision requiring access by duly authorized representatives of the Board of Education, New Jersey Department of Agriculture (NJDA), United States Department of Agriculture (USDA), or Comptroller General to any books, documents, papers, and records of the contractor which are directly pertinent to all negotiated contracts;
- s. Method of shipment or delivery upon contract award;
- t. Provision requiring contractor to maintain all required records for three years after final payment and all other pending matters (audits) are closed for all negotiated contracts;
- u. Description of process for enabling vendors to receive or pick up orders upon contract award;
- v. Provision requiring the contractor to recognize mandatory standards/policies related to energy efficiency contained in the Energy Policy and Conservation Act (PL 94-163);
- w. Signed statement of non-collusion;
- x. Signed Debarment/Suspension Certificate, clause in the contract or a copy of search results from the System for Award Management (SAM);
- y. Provision requiring "Buy American" as outlined in 7 CFR Part 210.21(d) and USDA Guidance Memo SP 38-2017, **including specific instructions for prior approval and documentation of utilization of non-domestic food products only;** and
- z. Specifications and estimated quantities of products and services prepared by the school district and provided to potential contractors desiring to submit bids/proposals for the products or services requested; **and**



aa. The Board of Education's Electronic Signature Policy

6. If any potential vendor is in doubt as to the true meaning of specifications or purchase conditions, **questions may be sent to the School Business Administrator/Board Secretary. interpretation will be provided in writing to all potential bidders by** ~~the School Business Administrator/Board Secretary or designee's response and will be provided in writing to all potential bidders within five (5) days. specify the deadline for all questions.~~
 - a. The School Business Administrator/Board Secretary will be responsible for **providing responses to questions and** securing all bids or proposals.
 - b. The School Business Administrator/Board Secretary will be responsible to ensure all Board of Education procurements are conducted in compliance with applicable Federal, State, and local procurement regulations.
 - c. The following criteria will be used in awarding contracts as a result of bids/proposals. Price must be the highest weighted criteria. Examples of other possible criteria include quality, service, delivery, and availability.
7. In awarding a RFP, a set of award criteria in the form of a weighted evaluation sheet will be provided to each bidder in the initial bid document materials. Price alone is not the sole basis for award, but remains the primary consideration among all factors when awarding a contract. Following evaluation and negotiations, a firm fixed price or cost reimbursable contract is awarded.
 - a. The contracts will be awarded to the responsible bidder/proposer whose bid or proposal is responsive to the invitation and is most advantageous to the Board of Education, price as the primary, and other factors considered. Any and all bids or proposals may be rejected in accordance with the law.
 - b. The School Business Administrator/Board Secretary or designee is required to sign on the bid tabulation of competitive sealed bids or the evaluation criterion score sheet of competitive proposals signifying a review and approval of the selections.
 - c. The School Business Administrator/Board Secretary shall review the procurement system to ensure compliance with applicable laws.



- d. The School Business Administrator/Board Secretary or designee will be responsible for documentation that the actual product specified was received.
- e. Any time an accepted item is not available, the School Business Administrator/Board Secretary will select the acceptable alternate. The contractor must inform the School Business Administrator/Board Secretary within one workday if a product is not available. In the event a nondomestic agricultural product is to be provided to the Board of Education, the contractor must obtain, in advance, written approval for the product. The School Business Administrator/Board Secretary must comply with the Buy American Provision.
- f. Full documentation regarding the reason an accepted item was unavailable, and the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for this documentation is the School Business Administrator/Board Secretary.
- g. The School Business Administrator/Board Secretary is responsible for maintaining all procurement documentation.

DC. Small Purchase Procedures

If the amount of purchases for items is less than the school district's small purchase threshold as outlined in the Federal Funds Procurement Method Selection Chart – See Appendix, the following small purchase procedures including quotes will be used. Quotes from a minimum number of three qualified sources will be required.

1. Written specifications will be prepared and provided to all vendors.
2. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of three vendors shall be contacted.
3. The School Business Administrator/Board Secretary or designee will be responsible for contacting potential vendors when price quotes are needed.
4. The price quotes will receive appropriate confidentiality before award.
5. Quotes/Bids will be awarded by the School Business Administrator/Board Secretary. Quotes/Bids will be awarded on the following criteria. Quote/Bid price must be the highest weighted criteria. Examples of other possible criteria include quality, service, delivery, and availability.



6. The School Business Administrator/Board Secretary will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and written specifications.
7. The School Business Administrator/Board Secretary or designee will be responsible for documentation that the actual product specified is received.
8. Any time an accepted item is not available, the School Business Administrator/Board Secretary will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.
9. The School Business Administrator/Board Secretary or designee is required to sign all quote tabulations, signifying a review and approval of the selections.

~~ED.~~ Noncompetitive Proposal Procedures

If items are available only from a single source when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation, noncompetitive proposal procedures will be used:

1. Written specifications will be prepared and provided to the vendor.
2. The School Business Administrator/Board Secretary will be responsible for the documentation of records to fully explain the decision to use the noncompetitive proposal. The records will be available for audit and review.
3. The School Business Administrator/Board Secretary or designee will be responsible for documentation that the actual product or service specified was received.
4. The School Business Administrator/Board Secretary will be responsible for reviewing the procedures to be certain all requirements for using single source or noncompetitive proposals are met.
5. ~~Non-Public Schools Only~~ The noncompetitive micro-purchase method shall be used for one-time purchases of a new food item if the amount is less than the **applicable Federal or State Federal** micro-purchase threshold (~~2-CFR-200.67~~) to determine food acceptance by students and provide samples for testing purposes. A record of noncompetitive negotiation purchase shall be maintained by the School Business Administrator/Board Secretary or designee. At a minimum, the record of noncompetitive purchases shall include: item name; dollar amount; vendor; and reason for noncompetitive procurement.



6. A member or representative of the Board of Education will approve, in advance, all procurements that result from noncompetitive negotiations.

~~FE~~ Miscellaneous Provisions

1. New product evaluation procedures will include a review of product labels and ingredients; an evaluation of the nutritional value; taste tests and surveys; and any other evaluations to ensure the new product would enhance the program.

2. The Board of Education agrees the reviewing official of each transaction will be the School Business Administrator/Board Secretary.

3. Payment will be made to the vendor when the contract has been met and verified and has met the Board of Education's procedures for payment. (If prompt payment is made, discounts, etc., are accepted.)

4. Specifications will be updated as needed.

5. If the product is not as specified, the following procedure, including, but not limited to, will take place: remove product from service; contact vendor for approved alternate product; or remove product from bid.

~~GF~~ Emergency Purchases

1. If it is necessary to make a one-time emergency procurement to continue service or obtain goods, and the public exigency or emergency will not permit a delay resulting from a competitive solicitation, the purchase must be authorized using a purchase order signed by the School Business Administrator/Board Secretary. The emergency procedures to be followed for such purchases shall be those procedures used by the school district for other emergency purchases consistent with N.J.S.A. 18A:18A-7. All emergency procurements shall be approved by the School Business Administrator/Board Secretary. At a minimum, the following emergency procurement procedures shall be documented to include, but not be limited to: item name; dollar amount; vendor; and reason for emergency.

~~HG~~ Purchasing Goods and Services – Cooperative Agreements, Agents, and Third-Party Services (Piggybacking)

1. When participating in intergovernmental and inter-agency agreements the Board of Education will ensure that competitive procurements are conducted in accordance with 2 CFR Part 200.318 through .326 and applicable program regulations and guidance.



2. When utilizing the services of a co-op, agent, or third party the Board of Education will ensure that the following conditions have been met **and considered as one source of pricing in addition to other prices**:

a. All procurements were subject to full and open competition and were made in accordance with Federal/State/local procurement requirements;

b. The existing contract allows for the inclusion of additional Boards of Education that were not contemplated in the original procurement to purchase the same supplies/equipment through the original award;

c. The specifications in the existing contract meet their needs and that the items being ordered are in the contract;

d. The awarded contract requires all the Federally required certifications; e.g. Buy American, debarment, restrictions on lobbying, etc.;

e. The agency will confirm the addition of their purchasing power (goods or services) to the procurement in scope or services does not create a material change, resulting in the need to re-bid the contract;

f. Administrative costs (fees) for participating in the agreement are adequately defined, necessary and reasonable, and the method of allocating the cost to the participating agencies must be specified;

g. The Buy American provisions are included in the procurement of food and agricultural products; and

h. The agreement includes the basis for and method of allocating each discount, rebate, or credit and how they will be returned to each participating agency when utilizing a cost-reimbursable contract.

III. Records Retention

1. The Board of Education shall agree to retain all books, records, and other documents relative to the award of the contract for three years after final payment. If there are audit findings that have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit. Specifically, the Board of Education shall maintain, at a minimum, the following documents:



- a. Written rationale for the method of procurement;
- b. A copy of the original solicitation;
- c. The selection of contract type;
- d. The bidding and negotiation history and working papers;
- e. The basis for contractor selection;
- f. Approval from the State agency to support a lack of competition when competitive bids or offers are not obtained;
- g. The basis for award cost or price;
- h. The terms and conditions of the contract;
- i. Any changes to the contract and negotiation history;
- j. Billing and payment records;
- k. A history of any contractor claims;
- l. A history of any contractor breaches; and
- m. Any other documents as required by N.J.S.A. 18A:18A – Public School Contracts Law.

Jf. Code of Conduct for Procurement

1. All procurements must ensure there is open and free competition and adhere to the most restrictive Federal, State, and local requirements. The Board of Education seeks to conduct all procurement procedures in compliance with stated regulations and to prohibit conflicts of interest and actions of employees engaged in the selection, award, and administration of contracts. All procurements will be in accordance with this Policy and all applicable provisions of N.J.S.A. 18A:18A – Public School Contracts Law.

2. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent; any member of his or her immediate family, his or her partner; or an organization which employs or is about to employ any of the parties indicated herein has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.



3. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.
4. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. Based on the severity of the infraction, the penalties could include a written reprimand to their personnel file, a suspension with or without pay, or termination.
5. All questions and concerns regarding procurement solicitations, contract evaluations, and contract award, shall be directed to the School Business Administrator/Board Secretary.

KJ. Food Service Management Company (FSMC)

1. In the operation of the school district's food service program, the school district shall ensure that a FSMC complies with the requirements of the Program Agreement, the school district's Free and Reduced School Lunch Policy Statement, all applicable USDA program policies and regulations, and applicable State and local laws. In order to operate an a la carte food service program, the FSMC shall agree to offer free, reduced price, and full price reimbursable meals to all eligible children.
2. The school district shall monitor the FSMC billing invoices to ensure compliance with Federal and State procurement regulations.
3. In accordance with N.J.S.A. 18A:18A-5a.(22), RFPs are required in all solicitations for a FSMC.

N.J.S.A. 18A:18A – Public School Contracts Law
New Jersey Department of Agriculture
“Procurement Procedures for School Food Authorities” Model Policy – September 2018



POLICY

PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT

APPENDIX

| Federal Funds Procurement Method Selection Chart | | |
|--|--|---|
| There Are Two (2) Procurement Methods, Formal And Informal. The Method The School Food Authorities (Sfa) Needs To Use Depends On Two (2) Factors, The Amount Of The Contract And Whether The Sfa Is A Public/Charter Or Non-Public School. | | |
| New Jersey Public/Charter Schools Purchasing Thresholds | | |
| Amount | Activity | Procurement Method |
| Informal Procurement | | |
| | N.J.S.A 18A:18A-3 | |
| Below \$4,350 Without QPA | | Sound Business Practice * |
| Below \$6,000 With QPA | APPLIES TO PURCHASES BELOW THE QUOTATION THRESHOLDS | |
| Small Purchase Quotation Procedures | | |
| | N.J.S.A. 18A:18A-37 | |
| \$4,351 OR \$6,001 Up To \$29,000 Or \$40,000 | ANY PURCHASE EXCEEDING QUOTATION THRESHOLDS REQUIRES A QUOTE UP TO THE APPLICABLE N.J.S.A. BID THRESHOLDS OF \$29,000 (Without A QPA*) OR \$40,000 (With A QPA*) | Quotation Using SFA Internal Procurement Procedures |
| Note: Annual Aggregate Amounts | | |
| Formal Procurement | | |
| | N.J.S.A. 18A:18A-37 | |
| \$29,000 Or \$40,000 And Above | Bid Threshold Without A QPA* - \$29,000 Bid Threshold With A QPA* - \$40,000 | Bid - Invitation For Bid (IFB) OR Request For Proposal (RFP) |
| * Qualified Purchasing Agent | | |
| New Jersey Non-Public School Purchasing Thresholds | | |
| Amount | Activity | Procurement Method |
| Informal Procurement | | |
| Below \$10,000 * | Micro - Purchases 2 CFR 200.320(A) Single Transaction Aggregate Cost Less Than \$10,000 | Sound Business Practice * |
| * Or LESS Than \$10,000 If Local SFA Procurement Policies Are More Restrictive | | |
| \$10,001 - \$249,999 | Small Purchase Procedures 2 CFR 200.320(B) | Quotation Using SFA Internal Procurement Procedures |
| Formal Procurement | | |
| \$250,000 And Above | As Per Federal Requirements In 2 CFR Parts 200.317 - 200.326 | Bid - Invitation For Bid (IFB) OR Request For Proposal (RFP) |

Note: The Federal Funds Procurement Method Selection Chart is subject to change in accordance with the schedule set forth in N.J.S.A. 18A:18A-3 "Public School Contracts Law". A "Qualified Purchasing Agent" must be qualified in accordance with N.J.S.A. 40A:11-9. In order to track updates to this Chart, the source document can be located on the New Jersey Department of Agriculture's website under "Forms and Publications" it is titled, "State Agency Form #358."

Adopted: 28 June 2018

Revised: 30 May 2019

Revised:

