BERKELEY HEIGHTS BOARD OF EDUCATION
REGULAR MEETING
AGENDA
MARCH 12, 2026

Board Goals
The Board of Education will improve planning and the Committee Structure
The Board of Education will work to improve communication, both internally and externally
The Board of Education will evaluate the CSA in a timely manner
The Board of Education will promote all District Goals by providing the support and resources necessary to achieve the goals
The Board of Education will develop and implement a plan for continuous Board Professional Development with ongoing Board training

District Goals for 2025-2026
Foster a district-wide culture of student-centered learning
Student Achievement K-5: Build capacity for data literacy and instructional decision making
Support the whole child

I. CALL TO ORDER

II. MEETING NOTICE STATEMENT

Adequate notice of this meeting of the Berkeley Heights Board of Education was given as required by the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., and in accordance with the updated regulations.

On January 7, 2026, notice of the Board of Education meeting schedule was posted on the Berkeley Heights Board of Education official website, posted at the Administration Building, provided to all Berkeley Heights Public Schools, PTO Presidents, and the BHEA President, filed with the Municipal Clerk and provided to the Public Library for public inspection.

ROLL CALL

Board Member	Present	Absent	Time of Arrival
Mrs. Sai Bhargavi Akiri			
Ms. Gale Bradford			
Mr. Bill Dillon			
Dr. Tom Foregger			
Mrs. Natasha Joly			

Mr. Javier Morales			
Mrs. Pamela Stanley			
Mrs. Deborah Terrero			

Also Present:
_____ Dr. Kim Feltre, Superintendent of Schools
_____ Dr. Crystal Marr, Assistant Superintendent of Schools
_____ Ms. Jennifer Nicholson, School Business Administrator/Board Secretary
_____ Mr. Vijaysinh Sindha, Assistant Business Administrator
_____ Board Attorney

III. FLAG SALUTE

IV. ADJOURN TO EXECUTIVE SESSION

WHEREAS, the Berkeley Heights Board of Education seeks to adjourn to Executive Session in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq.; and

WHEREAS, the Open Public Meetings Act provides that a public body may exclude the public from that portion of the meeting at which it discusses matters related to those identified below:

a. Matters rendered confidential by Federal Law, State Law, or Court Rule
b. Individual privacy
c. Collective bargaining agreements
d. Purchase or lease of real property if public interest could be adversely affected
e. Investment of public funds if public interest could be adversely affected
f. Tactics or techniques utilized in protecting public safety and property
g. Pending or anticipated litigation
h. Attorney-client privilege
i. Personnel – employment matters affecting specific prospective or current employees.

BE IT RESOLVED, that the Berkeley Heights Board of Education adjourns to Executive Session to discuss matters related to students, personnel, and legal matters; and

BE IT FURTHER RESOLVED, that the minutes of the discussion of any of these items will be disclosed to the public when matters have been determined and confidentiality is no longer applicable.

MOTION to enter into Executive Session.

Voice Vote
Moved_____ Seconded _____ Vote _____ Time _____

V. RETURN TO PUBLIC SESSION

MOTION to return to Public Session.

Voice Vote
Moved _____ Seconded _____ Vote _____ Time _____

VI. REPORT OF THE SUPERINTENDENT

-Report of the Student Representatives: Pippa Raaijmakers and Howard Acheson

VII. REPORT OF THE BUSINESS ADMINISTRATOR/BOARD COMMUNICATIONS

VIII. COMMENTS FROM THE PUBLIC ON AGENDA ITEMS

During this portion of the meeting, District residents and staff are invited to address the Board of Education on agenda action items only.

The Board requests that individuals state their name and town of residence (or school of attendance) for the record. Additionally, all in-person public commenters are asked to please sign in. All comments should be directed to the Board President and depending upon the nature and complexity of the question, it may or may not be answered during the meeting by the Administration. If so, the response would occur after this public portion of the meeting has concluded. Although the Board may not respond to all items raised during the public forum, all public comments will be considered.

The Board asks that members of the public be courteous and mindful of the rights of other individuals when speaking. Specifically, comments regarding personnel matters are discouraged and cannot be responded to by the Board. Students and employees have specific legal rights afforded by the laws of New Jersey. The Board bears no responsibility nor will it be liable for any comments made by members of the public.

Please note that if any member of the public becomes disruptive during the meeting the Board President may terminate the participant's statement. Continued disruptions may result in removal from, or adjournment of, the meeting.

Each speaker's statement will be limited to three (3) minutes in duration.

IX. MINUTES

Resolution 1: All Board Members.

1. **APPROVAL OF MEETING MINUTES**
   RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, and the School Business Administrator, approves the meeting minutes for the following dates:

Meeting	Date
Executive Session Meeting Minutes	February 26, 2026
Regular Meeting Minutes	February 26, 2026

ROLL CALL VOTE:

	Ms. Bradford	Mrs. Stanley	Mr. Morales	Mrs. Joly	Mr. Dillon	Mrs. Akiri	Dr. Foregger	Mrs. Terrero
Motion								
Second								
Aye								
Nay								
Abstain								
Absent								

X. FINANCE

Resolutions 1-8: All Board members. Resolutions 9-10: Berkeley Heights Only

1. **APPROVAL OF TREASURER'S REPORTS**
   RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent and the Business Administrator, accepts the revised Treasurer of School Funds Reports for the months ending November 30, 2025 and December 31, 2025, reflecting reconciliation updates, and the Treasurer of School Funds Report for the month ending January 31, 2026. **(*Attachment A*)**

2. **APPROVE JOB FAIR PARTICIPATION**
   RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approves potential participation in the following job fairs:

Job Fair	Date	Amount
Montclair State University	3/18/26	$200.00
Seton Hall University	3/18/26	$125.00
Kean University	4/16/26	$200.00
The College of New Jersey	4/17/26	$150.00

3. **APPROVE GOVERNOR LIVINGSTON HIGH SCHOOL STUDENT EDUCATIONAL FIELD TRIPS**
   RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approves the Governor Livingston High School student educational field trips.

   Governor Livingston High School

Group	Destination	Date(s)
Grade 11 & Grade 12 DHH Students	Mary Kay McMillin 651 Mountain Avenue Berkeley Height, NJ 07922	3/25/2026

4. **APPROVE PROFESSIONAL DEVELOPMENT DAYS/TRAVEL REIMBURSEMENT**
RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approves Professional Development Days/Travel Reimbursement. ***(Attachment B)***

5. **APPROVE SUBMISSION OF FY 2025 IDEA GRANT AMENDMENT**
RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent and the Business Administrator, approves submission of FY 2025 IDEA Grant Amendment to appropriate carryover funds from the 2024-2025 school year as follows:
   - IDEA Preschool carryover in the amount of $464.00.

6. **APPROVE DESIGNATION OF FINANCIAL INSTITUTION**
WHEREAS, the Berkeley Heights Board of Education is required to designate approved depositories for school district funds in accordance with applicable New Jersey statutes and regulations; and

WHEREAS, the Board has determined that it is in the best interest of the School District to designate Kearny Bank as an approved depository for district funds;

NOW, THEREFORE, BE IT RESOLVED that the Berkeley Heights Board of Education hereby approves and designates Kearny Bank as an official depository of school district funds; and

BE IT FURTHER RESOLVED that the Board authorizes the Business Administrator/Board Secretary to take all necessary actions to open, maintain, and administer accounts with Kearny Bank in accordance with district policies and applicable laws; and

BE IT FURTHER RESOLVED that this designation shall remain in effect until modified or rescinded by subsequent Board action.

7. **RESOLUTION TO ACCEPT PTO DONATION FOR GLHS HILLTOP PLAYERS**
WHEREAS, the Berkeley Heights Board of Education is committed to supporting and enhancing educational and extracurricular programs within the district; and

WHEREAS, the Governor Livingston High School Hilltop Players provide valuable theatrical and performing arts opportunities for students; and

WHEREAS, the Governor Livingston PTO has received a donation in the amount of $1,000.00 from the Piazza family for the benefit of the GLHS Hilltop Players; and

WHEREAS, the GLPTO has requested that the Berkeley Heights Board of Education formally accept this donation in accordance with district policy;

NOW, THEREFORE, BE IT RESOLVED, that the Berkeley Heights Board of Education hereby accepts, with appreciation, the donation of $1,000.00 from the GLPTO, originating from the Piazza family, to support the Governor Livingston High School Hilltop Players; and

BE IT FURTHER RESOLVED, that upon approval of this resolution, a check in the amount of $1,000.00 shall be issued directly to the GLHS Hilltop Players from the GLPTO in accordance with district procedures.

8. APPROVAL OF PARENTAL TRANSPORTATION CONTRACT

WHEREAS, the Berkeley Heights Board of Education is responsible for providing transportation for eligible students in accordance with New Jersey statutes and administrative code; and

WHEREAS, in certain circumstances the Board may enter into a Parental Transportation Contract when it is determined to be the most efficient and appropriate method of transportation; and

WHEREAS, the Board has received a Parental Transportation Contract for the transportation of Student #8799538637 to Cornerstone Day School, a special education placement;

NOW, THEREFORE, BE IT RESOLVED that the Berkeley Heights Board of Education hereby approves a Parental Transportation Contract for the transportation of the student to Cornerstone Day School, Route CS-01, for the period September 4, 2025 through June 26, 2026, in an amount not to exceed $13,211.55.

BE IT FURTHER RESOLVED that the Board Secretary/Business Administrator is authorized to execute all documents necessary to effectuate this contract.

9. RESOLUTION TO ACCEPT PTO DONATION FOR CMS SPRING MUSICAL

WHEREAS, the Columbia Middle School PTO supports educational enrichment activities and student programs at Columbia Middle School, including performing arts opportunities; and

WHEREAS, the Columbia Middle School Spring Musical provides students with valuable opportunities to develop creativity, teamwork, confidence, and performance skills; and

WHEREAS, the Piazza Family has generously offered a donation in the amount of $1,000 to the Columbia Middle School PTO to support the Spring Musical; and

NOW, THEREFORE, BE IT RESOLVED, that the Columbia Middle School PTO gratefully accepts the $1,000 donation from the Piazza Family in support of the Columbia Middle School Spring Musical; and

BE IT FURTHER RESOLVED, that the Columbia Middle School PTO expresses its sincere appreciation to the Piazza Family for their generosity and commitment to supporting the arts and enriching opportunities for Columbia Middle School students; and

BE IT FURTHER RESOLVED, that this donation shall be used to support expenses associated with the Columbia Middle School Spring Musical as determined appropriate by the PTO.

10. APPROVE STUDENT EDUCATIONAL FIELD TRIPS

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approves student educational field trips.

Mountain Park School

Group	Destination	Date(s)
Grade 5 STEAM Field Day at Patriots Park	Patriots Park 1 Patriots Park Bridgewater, NJ 08807	5/27/2026

Columbia Middle School

Group	Destination	Date(s)
Grade 8 Outreach	Hughes School 446 Snyder Avenue Berkeley Heights, NJ 07922	3/17/2026
Grade 8 Outreach	Lantern Hill Senior Living Community 603 Mountain Avenue New Providence, NJ 07974	3/20/2026

FIRST MOTION BY: _____ SECOND MOTION BY: _____

Finance and Facilities Committee Report
Athletics/ Co-Curricular Committee Report
Technology & Communications Committee Report

ROLL CALL VOTE:

	Ms. Bradford	Mrs. Stanley	Mr. Morales	Mrs. Joly	Mr. Dillon	Mrs. Akiri	Dr. Foregger	Mrs. Terrero
Motion								
Second								
Aye								
Nay								
Abstain								
Absent								

XI. PERSONNEL

Resolutions 1-10: All Board members. Resolutions 11-14: Berkeley Heights only.

1. **APPROVE SUBSTITUTE/SUPPLEMENTAL PERSONNEL**
   RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approves substitute/supplemental personnel for the 2025-2026 school year, as follows:

Name	Certification	Position	Effective Date
Lauren Choptij	Substitute	Substitute Teacher/Paraprofessional	3/2/26
Maura Ferrigno	Substitute	Substitute Teacher/Paraprofessional	3/2/26
Caitlin Hughes	Substitute	Substitute Teacher/Paraprofessional	3/9/26
Christine Poderezniak	Substitute	Substitute Teacher/Paraprofessional	3/2/26

Ciaran Pierce	Substitute	Substitute Teacher/Paraprofessional	3/2/26

2. AMEND TEMPORARY REASSIGNMENT OF PERSONNEL

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, amends the temporary reassignment of the following personnel to account for three snow days:

1-Replacement of a resignation/retirement vacancy 2-New approved position 3-Leave of Absence

Name	Current Assignment/ Location	New Assignment/ Location	Effective Date	Pay Rate	Certification
Jennifer Guidetti[1]	Paraprofessional GL	Teacher of Health & Physical Education Long Term Sub Unfilled Position/ GL	1/5/26 - ~~3/3/26~~ **3/6/26**	$200.00/day	Substitute

3. AMEND LONG-TERM SUBSTITUTE

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, amends the following long-term substitute position to account for three snow days:

Name	Action	Assignment	Location	Effective Dates	Pay Rate	Certification
Michelle Klebaur	Amend	Substitute Paraprofessional/ Employee #4480	GL	1/5/26 - ~~3/3/26~~ **3/6/26**	$120.00 per day	Substitute

4. APPROVE LONG-TERM SUBSTITUTE

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approves the following long-term substitute position:

Name	Action	Assignment	Location	Effective Dates	Pay Rate	Certification
Michael Cassu	Approve	Substitute Teacher / Employee #4754	GL	3/9/26 - 3/29/26	$140.00 per day	Standard

5. APPROVE LEAVE REPLACEMENT TEACHER

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approves the following leave replacement teacher, pending employment authorization (#):

Name	Assignment	Location	FTE	Effective Date	Degree	Step	Annual Salary	Certification
Scott Gruber	Leave Replacement Teacher of Social Studies (#2301)	GL	1	4/8/26 - 6/30/26 # plus one shadow day	BA	1	$292.43/day	CE

6. APPROVE LEAVE REPLACEMENT SCHOOL COUNSELOR

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approves the following leave replacement school counselor, pending employment authorization (#):

Name	Assignment	Location	FTE	Effective Date	Degree	Step	Per Diem Rate	Certification
Samantha Mundy	Leave Replacement School Counselor (#4597)	GL	1	4/6/26 - 6/30/26 # plus one shadow day	MA	4	$328.59 per day	Standard

7. APPROVE LEAVE OF ABSENCE REQUEST

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approves leave of absence requests, as follows:

Employee ID	Leave Action	Type of Leave	Paid Leave Dates	Unpaid Leave with Benefits if Applicable	Unpaid Leave without Benefits	Return Date
3312	Amend	Maternity Leave/FMLA/ NJFLA	11/3/25-2/5/26	2/9/26-5/1/26	**5/4/26-6/30/26**	~~5/4/26~~ **8/27/26**
3724	Amend	Medical Leave/FMLA/ NJFLA			1/7/26 - ~~3/8/26~~ **4/8/26**	~~3/9/26~~ **4/9/26**
4140	Approve	Medical Leave/FMLA/ NJFLA	4/6/26-5/1/26			5/4/26
5019	Approve	Maternity Leave/FMLA/ NJFLA	6/15/26-9/7/26	9/8/26-12/24/26		1/4/27

8. APPROVE WITHHOLDING PAYMENT FOR UNPAID DAY REQUEST(S)

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approves withholding payment for the following unpaid day request(s):

Employee ID	Unpaid Days
5037	2/20/26, 3/4/26
4499	3/2/26
4613	3/4/26

9. RESCIND EXTRA-CURRICULAR ACTIVITIES

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, rescinds the following extra-curricular activities for the 2025-2026 school year:

Governor Livingston High School

Activity/Program	Instructor/Supervisor	2025-2026 Stipend
Assistant Boys JV Lacrosse Coach	John DiPasquale	$6,184.00
Assistant Boys Freshman Lacrosse Coach	Jared Van Oostendorp	$6,184.00

10. APPROVE EXTRA-CURRICULAR ACTIVITIES

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approves extra-curricular activities for the 2025-2026 school year, as follows, pending employment authorization (#):

Governor Livingston High School

Activity/Program	Instructor/Supervisor	2025-2026 Stipend
Assistant Baseball Coach	Jim Monaghan #	Volunteer

11. AMEND EMPLOYMENT OF PARAPROFESSIONAL

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, amends the employment of the following paraprofessional for the 2025-2026 school year

1-Replacement of a resignation/retirement vacancy 2-Increased student need 3-Staff Transfer/reassignment

Name	Location	Effective Date	Step	Hours Per Day	Annual Salary
Melissa Capece[1]	MKM	**2/10/26** ~~2/9/26~~ - 6/30/26	4	6.75	$25,334.98 prorated

12. APPROVE RESIGNATION OF STAFF

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approves, with regret, the resignation of staff, as follows:

Name	Assignment	Location	Effective Date
Nicholas Sblendorio	Custodian	WW	3/13/26
Gina Kirwin	Paraprofessional	MKM	3/20/26

13. APPROVE ADMINISTRATIVE LEAVE

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approves the paid administrative leave of absence for staff member #4768 to the effective dates of March 4, 2026, until April 4, 2026.

14. APPROVE TERMINATION OF STAFF

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approves the termination of staff, as follows:

Employee ID	Effective Date
4768	4/4/26

FIRST MOTION BY: _____ SECOND MOTION BY: _____

Personnel Committee Report

ROLL CALL VOTE:

	Ms. Bradford	Mrs. Stanley	Mr. Morales	Mrs. Joly	Mr. Dillon	Mrs. Akiri	Dr. Foregger	Mrs. Terrero
Motion								
Second								
Aye								
Nay								
Abstain								
Absent								

XII. EDUCATION

Resolutions 1-2: All Board members.

1. APPROVE REPORT OF SUPERINTENDENT

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approves the recommendations for the following cases of harassment, intimidation and bullying in the Berkeley Heights Public Schools.

Case Number	Case Number	Case Number
302417GL	303117GL	303662MPE
303628GL	302498THE	[redacted]
303941GL	303810MKM	

2. APPROVE ADDITIONAL 1:1 PARAPROFESSIONAL POSITION

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approves an additional 1:1 paraprofessional position for the remainder of the 2025-2026 school year, as recommended by Alyssa Rush, District Supervisor of Special Services, as follows:

Location	Reason	Hours Per Day	Days Per Week
GL	Support for a student in the Deaf and Hard of Hearing Program. The sending district will be billed for all costs related to this position.	7	Monday-Friday

FIRST MOTION BY: _____ SECOND MOTION BY: _____

Curriculum Committee Report

ROLL CALL VOTE:

	Ms. Bradford	Mrs. Stanley	Mr. Morales	Mrs. Joly	Mr. Dillon	Mrs. Akiri	Dr. Foregger	Mrs. Terrero
Motion								
Second								
Aye								
Nay								
Abstain								
Absent								

XIII. POLICY

Resolutions 1-3: All Board members.

1. **DISTRICT BYLAWS/POLICIES/REGULATIONS - STUDY AND FIRST READING**
   RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approves the following district bylaws/policies/regulations for study and first reading: (*M- Mandated by law)*

Policy	Title	Action
P 7230	Gifts, Grants and Donations	Revise
R2510	Adoption of Textbooks	New
R 2520	Instructional Supplies (M)	New

2. **DISTRICT BYLAWS/POLICIES/REGULATIONS - SECOND READING AND ADOPTION**
RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, approves the following district bylaws/policies/regulations for second reading and adoption: (*M - Mandated by law)*

Policy	Title	Action
P 0142.1	Nepotism (M)	Revise
P 1220	Employment of Chief School Administrator (M)	Revise
P 1552	Sexual Harassment - Staff (M)	New
R 1552	Sexual Harassment - Staff (M)	New

3. **DISTRICT BYLAWS/POLICIES/REGULATIONS - ABOLISH**
RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent, abolish the following district bylaws/policies/regulations*:*

Policy	Title	Action
P 3362	Sexual Harassment	Abolish
P 4352	Sexual Harassment	Abolish

FIRST MOTION BY: _____ SECOND MOTION BY: _____

Policy Committee Report

ROLL CALL VOTE:

	Ms. Bradford	Mrs. Stanley	Mr. Morales	Mrs. Joly	Mr. Dillon	Mrs. Akiri	Dr. Foregger	Mrs. Terrero
Motion								
Second								
Aye								
Nay								
Abstain								
Absent								

XIV. STRATEGIC PLANNING

Strategic Planning Committee Report

XV. NEGOTIATIONS

Negotiations Committee Report

XVI. LIAISON REPORTS

XVII. COMMENTS FROM THE PUBLIC ON ANY TOPIC

During this portion of the meeting, District residents and staff are invited to address the Board of Education on any item.

The Board requests that individuals state their name and town of residence (or school of attendance) for the record. Additionally, all in-person public commenters are asked to please sign in. All comments should be directed to the Board President and depending upon the nature and complexity of the question, it may or may not be answered during the meeting by the Administration. If so, the response would occur after this public portion of the meeting has concluded. Although the Board may not respond to all items raised during the public forum, all public comments will be considered.

The Board asks that members of the public be courteous and mindful of the rights of other individuals when speaking. Specifically, comments regarding personnel matters are discouraged and cannot be responded to by the Board. Students and employees have specific legal rights afforded by the laws of New Jersey. The Board bears no responsibility nor will it be liable for any comments made by members of the public.

Please note that if any member of the public becomes disruptive during the meeting the Board President may terminate the participant's statement. Continued disruptions may result in removal from, or adjournment of, the meeting.

Each speaker's statement will be limited to three (3) minutes in duration.

XVIII. NEW BUSINESS

XIX. OLD BUSINESS

XX. ADJOURNMENT

MOTION to ADJOURN.

Voice Vote
Moved _____ Seconded _____ Vote _____ Time _____

Additional Information:
Enrollment Report - ***not available for this BOE agenda***
Reminder:

The next Regular Board of Education Meeting will be held on

Thursday, March 26, 2026 beginning at **6:00 p.m.**

Previous Board of Education Meeting Recordings

REPORT OF THE TREASURER
Berkeley Heights Board Of Education
For the Month Ended: December 2025

CASH REPORT

	#1 Beginning Cash Balance	#2 Cash Receipts This Month	#3 Cash Disbursements This Month	JE's / Redistribution RECAP	#4 Ending Cash Balances (1+2-3)
FUND 10-General Fund					
General Fund-Checking (A)	$2,688,019.69	$5,854,848.33	$5,574,771.07		$2,968,096.95
Cash Management Fund	$6,958,365.35	22,351.84			$6,980,717.19
Claims Acct - CMP & Diff Card	430,689.96	590,412.24	624,067.32		$397,034.88
Cash Account	3,500.00				$3,500.00
Athletics	50.00				$50.00
Cash with Fiscal Agents (LP)	7,182.68				$7,182.68
Cash Payroll	1,000.00				$1,000.00
Activity Fee Account	9,332.50	10,822.23	11,247.23		$8,907.50
Maintenance Reserve Account	288,053.22	305.81			$288,359.03
Capital Reserve Fund-Savings	3,807.49	3.07			$3,810.56
CMF/Capital Reserve Fund-Investment	1,827,998.10	5,871.97			$1,833,870.07
Total Fund 10	12,217,998.99	6,484,615.49	6,210,085.62	0.00	$12,492,528.86
FUND 20-Special Revenue Fund	(207,599.20)	1,544.00	19,702.60		(225,757.80)
FUND 30-Capital Projects	484,274.89				484,274.89
FUND 40-Debt Service Checking	410,363.93	87,046.91			497,410.84
FUND 60-Enterprise Fund					
	(86,462.47)	220,000.00	102,465.53		$31,072.00
Other	5,000.00				5,000.00
	(81,462.47)	220,000.00	102,465.53	0.00	36,072.00
Checking (A)	3,288,596.84	6,163,439.24	5,696,939.20	0.00	3,755,096.88
Trust and Agency Funds:					
FSA Account	14,209.80	9,373.66	2,122.30		$21,461.16
Payroll	1,000.00	2,248,261.07	2,248,261.07		1,000.00
Payroll Agency	246,030.21	1,813,459.76	1,443,101.04		616,388.93
Total Trust and Agency Funds	261,240.01	4,071,094.49	3,693,484.41	0.00	638,850.09
Total All Funds	$13,084,816.15	$10,864,300.89	$10,025,738.16	$0.00	$13,923,378.88

Jennifer Nicholson
Board Secretary

Date

Berkeley Heights					
Bank Reconciliation					
Dec 2025					
GENERAL ACCOUNT					
CASH					
Beginning Balance			$3,288,596.84		
C/R			$6,163,439.24		
Sub total			$9,452,036.08		
C/D			$5,696,939.20		
Tr to Investment Account					
			$5,696,939.20		
Ending Balance			$3,755,096.88		
BANK					
Bank Balance			$3,768,989.76		
			$3,768,989.76		
Outstanding Checks			$36,279.35		
Check 213094 Paid			$2,057.47		
Voided Checks			$525.00		
Deposit Adjustment			$19,804.00		
Ending Balance			$3,755,096.88		
			$0.00		

BERKELEY HEIGHTS BOARD OF EDUCATION				
2025-2026				
OUTSTANDING CHECKS				
GENERAL FUND				
Jan-25				
	211450	A.C. DAUGHTRY, INC.	$ 3,776.70	
				$ 3,776.70
Feb-25				
	211823	LEONI;MICHELE	$ 588.50	
	211829	MANDARAKAS;ANTHIA & PERRY	$ 588.50	
	211851	QUI;F	$ 588.50	
				$ 1,765.50
Apr-25				
	212126	PETTY CASH	$ 16.20	
				$ 16.20
Jun-25				
	212519	JIA LI	$ 1,177.00	
	212534	ALISSA MORRIS	$ 588.50	
	212546	F QUI	$ 588.50	
	212548	GABRIEL RIOS	$ 588.50	
				$ 2,942.50
Aug-25				
	212624	CFC SECURITY, INC. / DBA SOLIS	$ 8,380.00	
	212758	THE COLLEGE OF NEW JERSEY	$ 750.00	
				$ 9,130.00
Sep-25				
	212954	VOORHEES VIKINGS BOOSTER CLUB	$ 200.00	
				$ 200.00
Oct-25				
	213022	EDUCATIONAL DATA SERVICES INC.	$ 3,515.00	
	213032	FINLEY;JAMES	$ 81.97	
	213137	THE CENTER SCHOOL	$ 7,925.28	
	213190	SHORE TRACK COACHES ASSOCIATION	$ 525.00	
				$ 12,047.25
Nov-25				
	213219	BERGEN TRACK & FIELD, LLC.	$ 1,494.00	
	213322	NEW JERSEY SCIENCE OLYMPIAD	$ 300.00	
	213327	NORTH JERSEY FIELD HOCKEY ASSOCIATION	$ 80.00	
	213386	UNION COUNTY GIFTED & TALENTED ASSOC.	$ 197.00	
				$ 2,071.00
Dec-25				
	213421	ABBINGTON TRACK CLUB	$ 540.00	
	213430	AMERICAN SIGN LANGUAGE TEACHERS	$ 120.00	
	213445	CHATHAM LAWNMOWER SERVICE	$ 51.98	
	213448	CLASSIC FLOOR FINISHING, INC. / DBA CLASSIC SPOR	$ 1,900.00	

	213461	FINLEY;JAMES	$ 216.27	
	213463	FITNESS FINDERS, INC.	$ 106.95	
	213477	JOHN F. KENNEDY MEMORIAL HS / DBA WOODBRIDGE	$ 160.00	
	213494	NATIONAL SCHOLASTIC PRESS ASSOCIATION / DBA QU	$ 135.00	
	213513	SECAUCUS BOARD OF EDUCATION	$ 150.00	
	213525	TECHNOLOGY STUDENT ASSOCIATION	$ 950.00	
				$ 4,330.20
				$ 36,279.35

Berkeley Heights					
Dec 2025					
PAYROLL ACCOUNT					
Beginning Balance			$1,000.00		
C/R			$2,252,849.45		
Jackson Tennat - Voided			$ (4,588.38)		
Sub total			$2,249,261.07		
C/D			$2,248,261.07		
sub total cash disbursed					
Ending Balance			$1,000.00		
BANK					
Bank Balance			$28,852.98		
Interest adj			-$330.52		
Adj ck #158627			-$0.66		
Adj ck #159191			-$0.60		
Adj ck #159650			$10.00		
Adj ck #162277			-$0.80		
Adj ck #162677			$0.10		
Adj ck #163698			$0.50		
Adj ck #166432			-$0.90		
Adj ck 168098			$3.00		
Adj ck #168422			-$300.00		
Adj ck #169746			-$0.05		
Voided Check Adj			-$2,367.95		
Transfer Adj			-$3.00		
sub total			$25,862.10		
Less O/C			$24,862.10		
Ending Balance			$1,000.00		

Berkeley Heights					
2025-2026					
Outstanding Checks					
Payroll Account					
Oct-23					
	170528	LOEFFLER	WILLIAM	$ 108.44	
					$ 108.44
Oct-24					
	171504	WORSWICK	KACIE	$ 20.41	
	171526	BARTIROMO	TARA	$ 60.97	
					$ 81.38
Jun-25					
	172139	DOMINGO	GIUSEPPE	205.17	
	172181	COMBE	ASHLEE	90.52	
					$ 295.69
Sep-25					
	172264	VIQUEZ	ANGELICA	237.04	
					$ 237.04
Oct-25					
	172407	SMITH	ELLEN	966.45	
					$ 966.45
Nov-25					
	172426	SMITH	ELLEN	966.46	
	172449	GODFREY	RICHARD	1374.24	
	172452	SZALUS	MONICA	2149.74	
	172460	SMITH	ELLEN	966.45	
					$ 5,456.89
Dec-25					
	172464	GODFREY	RICHARD	1374.24	
	172465	GODFREY	RICHARD	552.05	
	172478	COMBE	ASHLEE	355.56	
	172479	SMITH	ELLEN	966.46	
	172483	DOMINGO	GIUSEPPE	234.49	
	172485	GIACCO	THOMAS	1880	
	172497	PFEIFER	MARGARET	252.89	
	172498	SEP	PAUL	2504.51	
	172503	WILLS	CONSTANCE	1003.5	
	172504	DOYLE	SHAYNA	921.55	
	172505	GODFREY	RICHARD	1534.43	
	172506	DOERRBECKER	ELIZABETH	2881.83	
	172508	SZALUS	MONICA	2149.74	
	172515	NEIGEL	DAVID	138.51	
	172517	SMITH	ELLEN	966.45	
					$ 17,718.21
					$ 24,862.10

REPORT OF THE TREASURER
Berkeley Heights Board Of Education
For the Month Ended: January 2026

CASH REPORT

	#1 Beginning Cash Balance	#2 Cash Receipts This Month	#3 Cash Disbursements This Month	JE's / Redistribution RECAP	#4 Ending Cash Balances (1+2-3)
FUND 10-General Fund					
General Fund-Checking (A)	$2,968,096.95	$5,438,409.08	$5,655,173.88		$2,751,332.15
Cash Management Fund	$6,980,717.19	21,457.21			$7,002,174.40
Claims Acct - CMP & Diff Card	397,034.88	580,439.43	492,517.51		$484,956.80
Cash Account	3,500.00				$3,500.00
Athletics	50.00				$50.00
Cash with Fiscal Agents (LP)	7,182.68		7,182.68		$0.00
Cash Payroll	1,000.00				$1,000.00
Activity Fee Account	8,907.50	7,435.76	1,760.76		$14,582.50
Maintenance Reserve Account	288,359.03	299.81			$288,658.84
Capital Reserve Fund-Savings	3,810.56	3.40			$3,813.96
CMF/Capital Reserve Fund-Investment	1,833,870.07	5,636.91			$1,839,506.98
Total Fund 10	12,492,528.86	6,053,681.60	6,156,634.83	0.00	$12,389,575.63
FUND 20-Special Revenue Fund	(225,757.80)		62,587.69		(288,345.49)
FUND 30-Capital Projects	484,274.89		664,800.00		(180,525.11)
FUND 40-Debt Service Checking	497,410.84	87,046.91			584,457.75
FUND 60-Enterprise Fund					
	31,072.00	100.00	88,704.77		($57,532.77)
Other	5,000.00				5,000.00
	36,072.00	100.00	88,704.77	0.00	(52,532.77)
Checking (A)	3,755,096.88	5,525,555.99	6,471,266.34	0.00	2,809,386.53
Trust and Agency Funds:					
FSA Account	21,461.16	9,379.05	6,738.60		$24,101.61
Payroll	1,000.00	2,202,678.82	2,202,678.82		1,000.00
Payroll Agency	616,388.93	1,795,278.07	1,772,986.26		638,680.74
Total Trust and Agency Funds	638,850.09	4,007,335.94	3,982,403.68	0.00	663,782.35
Total All Funds	$13,923,378.88	$10,148,164.45	$10,955,130.97	$0.00	$13,116,412.36

Jennifer Nicholson
Board Secretary

Date

Berkeley Heights					
Bank Reconciliation					
Jan 2026					
GENERAL ACCOUNT					
CASH					
Beginning Balance			$3,755,096.88		
C/R			$5,143,739.52		
Sub total			$8,898,836.40		
C/D			$6,089,449.87		
			$6,089,449.87		
Ending Balance			$2,809,386.53		
BANK					
Bank Balance			$2,998,790.19		
			$2,998,790.19		
Outstanding Checks			$219,815.41		
Check 213094 Paid			$2,057.47		
Voided Check			$8,450.28		
12.25 Deposit Adjustment			$19,804.00		
Cafeteria Transfer - Lunch Donation for Negative Balance			$100.00		
Ending Balance			$2,809,386.53		
			$0.00		

BERKELEY HEIGHTS BOARD OF EDUCATION				
2025-2026				
OUTSTANDING CHECKS				
GENERAL FUND				
Jan-25				
	211450	A.C. DAUGHTRY, INC.	$ 3,776.70	
				$ 3,776.70
Feb-25				
	211823	LEONI;MICHELE	$ 588.50	
	211829	MANDARAKAS;ANTHIA & PERRY	$ 588.50	
	211851	QUI;F	$ 588.50	
				$ 1,765.50
Apr-25				
	212126	PETTY CASH	$ 16.20	
				$ 16.20
Jun-25				
	212519	JIA LI	$ 1,177.00	
	212534	ALISSA MORRIS	$ 588.50	
	212546	F QUI	$ 588.50	
	212548	GABRIEL RIOS	$ 588.50	
				$ 2,942.50
Aug-25				
	212624	CFC SECURITY, INC. / DBA SOLIS	$ 8,380.00	
	212758	THE COLLEGE OF NEW JERSEY	$ 750.00	
				$ 9,130.00
Sep-25				
	212954	VOORHEES VIKINGS BOOSTER CLUB	$ 200.00	
				$ 200.00
Nov-25				
	213327	NORTH JERSEY FIELD HOCKEY ASSOCIATION	$ 80.00	
				$ 80.00
Dec-25				
	213430	AMERICAN SIGN LANGUAGE TEACHERS	$ 120.00	
	213494	NATIONAL SCHOLASTIC PRESS ASSOCIATION / DBA QU	$ 135.00	
				$ 255.00
Jan-26				
	213546	ADAPTIVE SPECIALTIES, LLC.	$ 148.98	
	213549	AKA, INCORPORATED	$ 30.00	
	213551	ALL COUNTY SEWER & DRAIN SVC., INC.	$ 970.00	
	213552	ALLIANCE COMMERCIAL PEST CONTROL, INC.	$ 769.40	
	213558	BAUDVILLE, INC. dba IDVILLE	$ 519.68	
	213559	BERKELEY HEIGHTS POLICE DEPARTMENT	$ 23,392.90	
	213561	DR. RICHARD BEZOZO	$ 2,205.75	
	213562	BSN SPORTS/SPORT SUPPLY GROUP, INC.	$ 15,849.14	

	213563	BUREAU OF EDUCATION & RESEARCH, INC.	$ 295.00	
	213564	ANTHONY M. CACCAVALE / DBA TC SQUARED LLC dba (	$ 1,314.00	
	213575	CHAUDRY LAW, LLC.	$ 627.00	
	213579	COMCAST	$ 1,490.55	
	213581	DIRECT ENERGY BUSINESS	$ 20,308.93	
	213589	FDR HITCHES, LLC.	$ 826.34	
	213594	GREATAMERICA FINANCIAL SERVICES CORPORATION	$ 238.95	
	213596	HENRY SCHEIN, INC.	$ 89.97	
	213597	HUNTERDON CENTRAL H.S. ATHLETICS	$ 500.00	
	213598	J 3 TECHNOLOGIES, LLC.	$ 200.00	
	213600	JENNIFER HANSELMAN	$ 1,966.50	
	213603	JERSEY STATE CONTROLS CO.	$ 12,116.72	
	213606	DANIELA KISSELL	$ 42.65	
	213611	MARCH INDUSTRIES INC / DBA FLOORMATSHOP.COM	$ 497.44	
	213614	KELLY McADAM	$ 1,000.00	
	213615	ROD McLAUGHLIN	$ 4,800.00	
	213616	MEANINGFUL SPEECH LLC.	$ 224.25	
	213617	METCO SUPPLY INC.	$ 572.05	
	213620	TIFFANY MOSQUERA	$ 4,485.00	
	213623	MUSIC & ARTS CENTER	$ 179.85	
	213625	NATIONAL INTERSCHOLASTIC ATHLETIC ADMIN. ASSO(	$ 200.00	
	213627	NEW JERSEY AMERICAN WATER CO	$ 7,373.06	
	213629	NEW JERSEY CHEERLEADING COACHES ASSOCIATION	$ 300.00	
	213630	NEW JERSEY INTERSCHOLASTIC FENCING ASSOCIATIO	$ 1,000.00	
	213634	PETTY CASH	$ 58.00	
	213635	PETTY CASH	$ 40.80	
	213641	PRO ED, INC.	$ 762.30	
	213644	PUROCLEAN RESTORATION SERVICES	$ 15,962.44	
	213648	RIDDELL ALL AMERICAN SPORTS	$ 29,242.32	
	213650	JENNIFER RUIZ	$ 56.21	
	213652	RUTGERS, STATE UNIVERSITY OF NJ	$ 105.00	
	213656	SD GAMEDAY, LLC.	$ 1,000.00	
	213660	SOLUTIONS ARCHITECTURE	$ 12,078.68	
	213664	STATION CAB, INC.	$ 11,271.00	
	213668	SWEETWATER SOUND INC.	$ 60.43	
	213669	THE CERAMIC SHOP	$ 1,494.00	
	213670	THE COLLEGE OF NEW JERSEY	$ 225.00	
	213676	TYLER TECHNOLOGIES, INC.	$ 3,711.01	
	213681	UNITED SUPPLY CORP.	$ 2,387.87	
	213683	W.W. GRAINGER, INC.	$ 402.66	
	213685	WARDS SCIENCE	$ 52.40	
	213687	WE CARE AUTISM SERVICES	$ 9,680.00	
	213688	WEIGHTS & MEASURES FUND	$ 75.00	
				$ 190,199.20
				$ 211,365.13

Berkeley Heights					
Jan 2026					
PAYROLL ACCOUNT					
Beginning Balance			$1,000.00		
C/R			$2,202,678.82		
Sub total			$2,203,678.82		
C/D			$2,202,678.82		
sub total cash disbursed					
Ending Balance			$1,000.00		
BANK					
Bank Balance			$34,008.41		
Interest adj			-$180.56		
Adj ck #158627			-$0.66		
Adj ck #159191			-$0.60		
Adj ck #159650			$10.00		
Adj ck #162277			-$0.80		
Adj ck #162677			$0.10		
Adj ck #163698			$0.50		
Adj ck #166432			-$0.90		
Adj ck 168098			$3.00		
Adj ck #168422			-$300.00		
Adj ck #169746			-$0.05		
Voided Check Adj			-$2,367.95		
Transfer Adj.			-$3.00		
sub total			$31,167.49		
Less O/C			$30,167.49		
Ending Balance			$1,000.00		

Berkeley Heights					
2025-2026					
Outstanding Checks					
Payroll Account					
Oct-23					
	170528	LOEFFLER	WILLIAM	$ 108.44	
					$ 108.44
Oct-24					
	171504	WORSWICK	KACIE	$ 20.41	
	171526	BARTIROMO	TARA	$ 60.97	
					$ 81.38
Jun-25					
	172139	DOMINGO	GIUSEPPE	205.17	
	172181	COMBE	ASHLEE	90.52	
					$ 295.69
Sep-25					
	172264	VIQUEZ	ANGELICA	237.04	
					$ 237.04
Dec-25					
	172465	GODFREY	RICHARD	552.05	
	172498	SEP	PAUL	2504.51	
					$ 3,056.56
Jan-26					
	172525	DOERRBECKER	ELIZABETH	2888.14	
	172543	DOMINGO	GIANLUCA	469.48	
	172558	PFEIFER	MARGARET	253.17	
	172561	SHEEHAN	PATRICK	256.75	
	172565	BORSELLINO	JUDITH	284.87	
	172566	FUDENNA	MARISA	284.11	
	172567	WILLS	CONSTANCE	1004.67	
	172568	GODFREY	RICHARD	1533.39	
	172569	DOERRBECKER	ELIZABETH	2888.14	
	172570	RADANO	KELLY	2346.12	
	172571	SZALUS	MONICA	2148.93	
	172572	FINKELSTEIN	KATHRYN	3145.5	
	172573	FRANCHINO	ROSE	284.11	
	172574	MURPHY	KELLY	1772.77	
	172575	PARROTT	STEPHANIE	2521.83	
	172576	PORFIRIS	MARGUERITE	264.11	
	172577	PORFIRIS	PAULIXANI	1076.94	
	172578	NEIGEL	DAVID	138.74	
	172581	SMITH	ELLEN	971.19	
	172582	LIBERATO	MICHAEL	1855.42	
					$ 26,388.38
					$ 30,167.49

REPORT OF THE TREASURER
Berkeley Heights Board Of Education
For the Month Ended: November 2025

CASH REPORT

	#1 Beginning Cash Balance	#2 Cash Receipts This Month	#3 Cash Disbursements This Month	JE's / Redistribution RECAP	#4 Ending Cash Balances (1+2-3)
FUND 10-General Fund					
General Fund-Checking (A)	$3,239,646.75	$5,047,486.92	$5,599,113.98		$2,688,019.69
Cash Management Fund	$6,935,961.05	22,404.30			$6,958,365.35
Claims Acct - CMP & Diff Card	375,704.65	600,370.44	545,385.13		$430,689.96
Cash Account	3,500.00				$3,500.00
Athletics	50.00				$50.00
Cash with Fiscal Agents (LP)	7,182.68				$7,182.68
Cash Payroll	1,000.00				$1,000.00
Activity Fee Account	39,172.50	14,868.46	44,708.46		$9,332.50
Maintenance Reserve Account	287,756.00	297.22			$288,053.22
Capital Reserve Fund-Savings	3,804.50	2.99			$3,807.49
CMF/Capital Reserve Fund-Investment	1,822,112.38	5,885.72			$1,827,998.10
Total Fund 10	12,715,890.51	5,691,316.05	6,189,207.57	0.00	$12,217,998.99
FUND 20-Special Revenue Fund	(112,681.62)	772.00	95,689.58		(207,599.20)
FUND 30-Capital Projects	533,149.89		48,875.00		484,274.89
FUND 40-Debt Service Checking	323,317.02	87,046.91	0.00		410,363.93
FUND 60-Enterprise Fund					
	(67,532.62)	110,000.00	128,929.85		($86,462.47)
Other	5,000.00				5,000.00
	(62,532.62)	110,000.00	128,929.85	0.00	(81,462.47)
Checking (A)	3,915,899.42	5,245,305.83	5,872,608.41	0.00	3,288,596.84
Trust and Agency Funds:					
FSA Account	12,156.51	9,368.65	7,315.36		$14,209.80
Payroll	1,000.00	2,179,931.78	2,179,931.78		1,000.00
Payroll Agency	410,525.50	1,792,341.71	1,956,837.00		246,030.21
Total Trust and Agency Funds	423,682.01	3,981,642.14	4,144,084.14	0.00	261,240.01
Total All Funds	$13,820,825.19	$9,870,777.10	$10,606,786.14	$0.00	$13,084,816.15

Jennifer Nicholson
Board Secretary

Date

Berkeley Heights					
Bank Reconciliation					
Nov 2025					
GENERAL ACCOUNT					
CASH					
Beginning Balance			$3,911,099.42		
C/R			$5,245,305.83		
Sub total			$9,156,405.25		
C/D			$5,872,608.41		
Check 213201 Error			-$4,800.00		
			$5,867,808.41		
Ending Balance			$3,288,596.84		
BANK					
Bank Balance			$3,660,097.27		
			$3,660,097.27		
ARP Adjustment			-$140,223.87		
Outstanding Checks			$231,276.56		
Ending Balance			$3,288,596.84		
			$0.00		

Vijay Sindha:
Check Journal Report Error. Check 213201 listed twice in exported Excel. In Oct 25 and Nov 25. Check not listed in pdf format, however, listed in excel format.

BERKELEY HEIGHTS BOARD OF EDUCATION				
2025-2026				
OUTSTANDING CHECKS				
GENERAL FUND				
Jan-25				
	211450	A.C. DAUGHTRY, INC.	$ 3,776.70	
				$ 3,776.70
Feb-25				
	211823	LEONI;MICHELE	$ 588.50	
	211829	MANDARAKAS;ANTHIA & PERRY	$ 588.50	
	211851	QUI;F	$ 588.50	
				$ 1,765.50
Apr-25				
	212126	PETTY CASH	$ 16.20	
				$ 16.20
Jun-25				
	212519	JIA LI	$ 1,177.00	
	212534	ALISSA MORRIS	$ 588.50	
	212546	F QUI	$ 588.50	
	212548	GABRIEL RIOS	$ 588.50	
				$ 2,942.50
Aug-25				
	212624	CFC SECURITY, INC. / DBA SOLIS	$ 8,380.00	
	212705	NEW JERSEY ASSOCIATION OF MIDDLE LEVEL E	$ 700.00	
	212758	THE COLLEGE OF NEW JERSEY	$ 750.00	
				$ 9,830.00
Sep-25				
	212954	VOORHEES VIKINGS BOOSTER CLUB	$ 200.00	
				$ 200.00
Oct-25				
	213022	EDUCATIONAL DATA SERVICES INC.	$ 3,515.00	
	213032	FINLEY;JAMES	$ 81.97	
	213137	THE CENTER SCHOOL	$ 7,925.28	
	213142	THE SPEECH & THEATRE ASSOC OF NJ, INC.	$ 225.00	
	213183	POWER PLACE, INC.	$ 2,057.47	
	213190	SHORE TRACK COACHES ASSOCIATION	$ 525.00	
	213195	THE EDUCATION COOPERATIVE (TEC)	$ 2,317.00	
				$ 16,646.72
Nov-25				
	213202	DALAL;NEHA	$ 250.00	
	213203	ABBINGTON TRACK CLUB	$ 747.00	
	213207	AKA, INCORPORATED	$ 75.00	
	213217	BEACON ATHLETICS LLC.	$ 998.46	
	213219	BERGEN TRACK & FIELD, LLC.	$ 1,494.00	
	213221	BERRY;MARGARET	$ 285.26	
	213227	BOGUSH INC / PUBLIC SEWER SERVICE	$ 597.00	

	213229	BSN SPORTS/SPORT SUPPLY GROUP, INC.	$ 689.20	
	213241	CHAMPION ELEVATOR CORP.	$ 1,000.00	
	213242	CHAUDRY LAW, LLC.	$ 1,122.00	
	213245	CLASSIC FLOOR FINISHING, INC. / DBA CLASSIC SPO	$ 80,981.97	
	213257	DIRECT ENERGY BUSINESS	$ 15,751.05	
	213261	ELECTRONIX EXPRESS	$ 156.70	
	213262	ENABLING DEVICES	$ 314.95	
	213267	FLINN SCIENTIFIC INC.	$ 29.95	
	213271	FOUNDATION FOR EDUCATIONAL	$ 1,225.00	
	213274	GOVCONNECTION,INC.	$ 625.38	
	213279	J 3 TECHNOLOGIES, LLC.	$ 200.00	
	213286	KLINGSPOR CORPORATION / DBA KLINGSPORS WOO	$ 299.75	
	213294	LIBERTY SCIENCE CENTER	$ 136.00	
	213295	LIFETOWN, INC.	$ 175.00	
	213298	MACIE PUBLISHING COMPANY	$ 729.81	
	213304	MCGRAW HILL PUBLISHING COMPANY	$ 4,943.95	
	213307	MIDAMERICA BOOKS	$ 447.20	
	213311	MOSQUERA;TIFFANY	$ 2,012.50	
	213315	NASCO	$ 1,273.22	
	213317	NATIONAL INTERSCHOLASTIC ATHLETIC ADMIN. ASSC	$ 250.00	
	213320	NEW JERSEY ASSOC OF SCHOOL TECHNOLOGY OFFI	$ 50.00	
	213321	NEW JERSEY PRINCIPALS AND SUPV ASSOC	$ 905.00	
	213322	NEW JERSEY SCIENCE OLYMPIAD	$ 300.00	
	213326	NOODLETOOLS, INC.	$ 461.00	
	213327	NORTH JERSEY FIELD HOCKEY ASSOCIATION	$ 80.00	
	213329	O DOWD;ANDREW	$ 164.18	
	213330	OAK SECURITY GROUP, LLC	$ 1,190.16	
	213332	PARCO SCIENTIFIC CO.	$ 557.00	
	213335	PAXTON PATTERSON, LLC.	$ 1,471.81	
	213337	PETTY CASH	$ 55.68	
	213347	PREVENTION SPECIALISTS, INC.	$ 216.00	
	213349	RANDOLPH TOWNSHIP BOARD OF EDUCATION	$ 12,600.00	
	213350	RAPTOR TECHNOLOGIES, LLC	$ 6,513.00	
	213359	SCHOOL SPECIALTY LLC.	$ 3,806.29	
	213363	SOLUTIONS ARCHITECTURE	$ 30,089.08	
	213369	STEWART-MORRIS, INC.	$ 503.50	
	213370	SUBURBAN CHAMBERS OF COMMERCE	$ 425.00	
	213376	THE LIBRARY STORE, INC.	$ 49.43	
	213380	TOWNSHIP OF BERKELEY HEIGHTS	$ 1,498.96	
	213381	TRIANGLE COMMUNICATIONS, LLC.	$ 892.50	
	213386	UNION COUNTY GIFTED & TALENTED ASSOC.	$ 197.00	
	213390	VAN BUSKIRK;PETER W. / DBA BEST COLLEGE FIT	$ 2,400.00	
	213391	VARSITY SPIRIT FASHION	$ 10,063.00	
	213402	McLAUGHLIN;ROD	$ 4,800.00	
				$ 196,098.94
				$ 231,276.56

Berkeley Heights					
Nov 2025					
PAYROLL ACCOUNT					
Beginning Balance			$1,000.00		
C/R			$2,179,931.78		
Sub total			$2,180,931.78		
C/D			$2,179,931.78		
sub total cash disbursed					
Ending Balance			$1,000.00		
BANK					
Bank Balance			$134,105.67		
Interest adj			-$209.90		
Adj ck #158627			-$0.66		
Adj ck #159191			-$0.60		
Adj ck #159650			$10.00		
Adj ck #162277			-$0.80		
Adj ck #162677			$0.10		
Adj ck #163698			$0.50		
Adj ck #166432			-$0.90		
Adj ck 168098			$3.00		
Adj ck #168422			-$300.00		
Adj ck #169746			-$0.05		
Voided Check #172432			-$2,367.95		
Transfer			-$100,003.00		
sub total			$31,235.41		
Less O/C			$30,235.41		
Ending Balance			$1,000.00		

Berkeley Heights					
2025-2026					
Outstanding Checks					
Payroll Account					
Oct-23					
	170528	LOEFFLER	WILLIAM	$ 108.44	
					$ 108.44
Oct-24					
	171504	WORSWICK	KACIE	$ 20.41	
	171526	BARTIROMO	TARA	$ 60.97	
					$ 81.38
May-25					
	172090	TENNANT	JACKSON	1,123.02	
					$ 1,123.02
Jun-25					
	172139	DOMINGO	GIUSEPPE	205.17	
	172181	COMBE	ASHLEE	90.52	
					$ 295.69
Aug-25					
	172229	DOMINGO	GIANLUCA	1362.93	
					$ 1,362.93
Sep-25					
	172264	VIQUEZ	ANGELICA	237.04	
	172302	DOMINGO	GIANLUCA	1758.62	
	172311	TENNANT	JACKSON	1155.12	
					$ 3,150.78
Oct-25					
	172340	TENNANT	JACKSON	1155.12	
	172367	DOMINGO	GIANLUCA	278.45	
	172392	TENNANT	JACKSON	1155.12	
	172395	DOERRBECKER	ELIZABETH	2881.83	
	172407	SMITH	ELLEN	966.45	
					$ 6,436.97
Nov-25					
	172425	NEIGEL	DAVID	138.51	
	172426	SMITH	ELLEN	966.46	
	172429	DOMINGO	GIANLUCA	256.47	
	172435	GONZALEZ	NICHOLAS	518.95	
	172443	SEP	PAUL	2504.51	
	172446	BORSELLINO	JUDITH	284.55	
	172447	FUDENNA	MARISA	283.79	
	172448	WILLS	CONSTANCE	1003.5	
	172449	GODFREY	RICHARD	1374.24	
	172450	DOERRBECKER	ELIZABETH	2881.83	
	172451	RADANO	KELLY	2343.28	
	172452	SZALUS	MONICA	2149.74	
	172454	FRANCHINO	ROSE	283.79	
	172455	MURPHY	KELLY	1581.62	
	172459	NEIGEL	DAVID	138.51	
	172460	SMITH	ELLEN	966.45	
					$ 17,676.20
					$ 30,235.41

Berkeley Heights Public Schools
Office of the Superintendent
March 12, 2026

Professional Development Days

Name		Event	Date(s)	Cost
Jennifer	Aragona	The College Board - AP Reading, AP English Language & Composition	06/12/26 06/13/26 06/14/26 06/15/26 06/16/26 06/17/26 06/18/26	$0.00
Lisa	Babic	STANJ - STANJ Winter Workshop	3/10/26	$0.00
Nicole	Baker	Boggs Center - Rutgers University - PCAST: An Introduction to Person-Centered Planning and Implementation for Families and Professionals	03/25/26 03/26/26	$0.00
Nicole	Baker	Summit Speech School - Lunch & Learn Workshop Series: APD 101	05/01/26	$0.00
Meg	Berry (Principal)	Stockton University - Danielson for New Admins.	1/30/26	$106.00
Joseph	Cordero	MossFlower/Heneimann - Writing Support Workshop	3/3/26	$0.00
Joseph	Cordero	Toodle - Toodle District Leaders Meetup: New Jersey	02/27/26	$0.00
Christopher	Coughlin	New Jersey School Counselor Association - NJSCA Spring PD Day 2026	04/17/26	$79.00
Elizabeth	Doerrbecker	Handle With Care - Handle With Care Re-Certification	4/30/26	$664.10
Lindsey	Gismonde	College Board - AP Reading: AP Research	06/02/26 06/03/26 06/04/26 06/05/26 06/06/26 06/07/26 06/08/26	$0.00
Maria	Graziano	Heinemann - Writing Support Workshop	03/03/26	$0.00
Maria	Graziano	NJDOE - NJSLA Adaptive Informational Session	03/02/26	$0.00
Amanda	Marconi	LEES Program WPU - Elevating Early Childhood Education: Research-Informed Strategies for Teaching Multilingual Learners	03/19/26	$0.00

Michelle	Morin	Union County Counselors Association - UCSCA - Meeting Hosted by LeMoyne College	03/05/26	$0.00
Casey	Nebus	UC Consortium - UC SAC Consortium meeting	2/23/26	$0.00
Daria	Pizzuto	North East Conference on Teaching Foreign Languages	2/26/26 2/27/26	$425.00
Carolyn	Quigley	RVCC - RVCC's 2026 Counselors Program	3/20/26	$0.00
Michael	Riley	CoDrone EDU Professional Development	4/15/26	$0.00
Staci	Toporek	Delaware Valley Regional HS Journalism Department - Hunterdon County Student Media Convention	2/26/26	$0.00

District Bylaws/Policies/ Regulations for Study and First Reading

7230 GIFTS, GRANTS, AND DONATIONS

The Board of Education accepts its responsibility to provide from public funds sufficient supplies and equipment for an effective instructional program. The Board recognizes, however, that from time to time individuals or organizations in the community may wish to contribute additional supplies or equipment to enhance or extend the instructional program.

The Board may accept by resolution duly passed at a public meeting any gift or grant of land, with or without improvement, and of money or other personal property, except that the Superintendent may accept on behalf of the Board any such gift less than $1,000 in value. Grants of land are subject to the appropriate legal limitations and approvals.

The Board reserves the right to refuse to accept any gift that does not contribute toward the achievement of the goals of this district**,** ~~or~~ any gift the ownership of which would tend to deplete the resources of the district**, or if the District would incur any liability by its use.** The Board shall not provide public funds for the purchase of any school property on a matching fund basis.

Any gift accepted by the Board shall become the property of the Board, may not be returned without the approval of the Board, and shall be subject to the same controls and regulations as are other properties of the Board. The Board shall be responsible for the maintenance of any gift it accepts, subject to any joint agreement with another governmental body.

The Board will respect the intent of the donor in its use of a gift, but reserves the right to utilize any gift it accepts in the best interests of the students and the educational program of the district. In no case shall acceptance of a gift be considered to be an endorsement by the Board of a commercial product or business enterprise or institution of learning.

The Superintendent shall:

1. Counsel potential donors on the appropriateness of contemplated gifts and encourage such donors to choose as gifts supplies or equipment not likely to be purchased with public funds;

2. Encourage individuals and organizations considering a contribution to the schools to consult with the Building Principal or Superintendent before appropriating funds to that end;

3. Report to the Board all gifts that have been accepted on behalf of the Board;

4. Acknowledge the receipt of any gift accepted by the Board; and

5. Prepare fitting means for recognizing or memorializing gifts to the school district.

All fundraising activities involving the student body must be communicated in advance with the Superintendent's office to ensure district awareness, coordination if needed and ensure alignment with district goals. Students shall never be required or mandated to solicit donations for any group or organization, and parents/guardians must be notified in advance of any voluntary fundraising activities involving students.

N.J.S.A. 18A:20-4; 18A:20-11 *et seq*.
Cross reference: Policy Guide No. 6160
Adopted: 8 May 1967
Revised: 10 October 1977, 11 February 1991, 12 July 2001

Berkeley Heights Public School District

R 2510 ADOPTION OF TEXTBOOKS

A. Definition

A "textbook" is the principal source of instructional material for any given course of study, in whatever form the material may be presented, which is available to or distributed to every student enrolled in the course of study.

B. Textbook Selection Committee

1. A textbook selection committee(s) will be named ~~annually~~ **as necessary** by the ~~Principal of each school~~ **Assistant Superintendent or designee**.

2. The **Assistant Superintendent or designee** of a non-departmentalized school will appoint to the committee no fewer than **3** teaching staff members, who represent a range of interests and backgrounds.

3. ~~The Principal of a departmentalized school will appoint to the committee no fewer than _____ teaching staff members, who represent different subject areas or departments in the school.~~

4. The **Assistant Superintendent or designee** will chair the committee.

5. If the Board so approves, members of the textbook selection committees may be given compensation during the summer months for the work of reviewing potential textbook selections.

C. Recommendation Procedures

1. Any teaching staff member may request the textbook selection committee's consideration of a possible textbook.

2. The textbook selection committee will investigate current textbooks on the market.

3. A textbook recommended for screening should be read and examined by each of the textbook selection committee members~~ or, in a departmentalized school, by the appropriate subject area representatives~~. The committee members should have examined, wherever possible, at least three other books similar in nature to the textbook recommended for adoption.

4. Each textbook selection committee member should submit to the chairperson a written evaluation of the textbook.

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5. The committee chairperson will also read and examine each recommended textbook.

6. The committee chairperson or the person initiating the request for consideration will prepare an evaluation report for submission to the Superintendent.

7. The Superintendent will forward the recommendation to the Board. He/She may first convene the textbook selection committee or confer with the chairman of the committee to discuss the evaluation report and the merits of the recommended textbook.

D. Review of Textbooks Currently In Use

1. Each textbook that has been in use in the district for five years or more will be evaluated ~~annually~~ **as needed** by the textbook selection committee for its continuing usefulness. In addition, any teaching staff member may recommend the review of a textbook currently in use and used for less than five years.

2. The textbook selection committee will consider:

   a. The length of service of the current textbook,

   b. The copyright date,

   c. The average condition of the textbooks currently in use,

   d. The cost of replacements,

   e. The merits of the textbook in the light of the standards by which new textbooks are measured, and

   f. If review has been especially requested, the reason for the request.

3. A recommendation to retire a textbook will be forwarded to the Superintendent with a full report of the committee's findings. Any such recommendation should be accompanied by the committee's suggestion for a replacement textbook.

E. Standards of Review

In the review of any suggested textbook, the textbook selection committee shall consider:

1. The reliability and reputation for scholarship of its author and publisher;

2. Whether the content of the textbook

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a. Relates to the course of study in which it will be used,

b. Can be read and understood by the students for which its use is intended,

c. Is accurate and up to date,

d. Clearly distinguishes fact from opinion,

e. Is well organized and presented,

f. Includes helpful and thoughtfully prepared indexes, graphic materials, references, bibliographies, glossaries, and appendices, and

g. Is biased.

3. The ways in which a proposed textbook improves on the book it replaces;

4. Whether the proposed textbook's binding, paper, and typeface are appropriate and durable;

5. The cost and probable life of the proposed textbook;

6. Whether the presentation of any controversial subject is objective and suitable to the maturity of the students for whose use the book is intended;

7. The experience other schools and/or districts may have had with the use of the proposed textbook; and

8. The textbook's compliance with the district's affirmative action plan for school and classroom practices, as set forth in Policy No. 2260.

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R 2520 INSTRUCTIONAL SUPPLIES (M)
[See POLICY ALERT No. 230]

M

A. Definition

"Supplies" are the consumable materials distributed to teachers and students for the successful implementation of the instructional program.

B. Supply Procedures

1. Each staff member will be able to request supplies by submitting a request to the Principal or designee.

2. Supplies will be kept in a secure location. The Principal or designee will be responsible to approve the request of supplies for their school and staff.

3. The staff member's request will be retained by the staff member and the Principal or designee.

4. At the end of each school year, a record of the inventory of supplies retained by the staff member shall be reported by the staff member to the Principal or designee.

5. The Principal will encourage all staff members to suggest additional supplies and/or replacements for the supplies used.

C. Cost of Supplies

Supplies will be made available without charge to all students, except in the following circumstances:

1. Where non-reusable clothing or personal equipment, such as gym outfits, is required for the safety, health, or the protection of school property, students will be requested to provide their own clothing or equipment. The Principal may require that such clothing or equipment meet school standards and may recommend a suitable vendor for the clothing or equipment.

2. Where a student enrolled in a class or activity in which an item is made, such as woodshop or home economics, chooses to prepare and keep a useful item, the student may be required to pay the costs of the materials used. Students shall always be given the option of preparing an item for use by the school, for which no charge will be made. Any charge made under this regulation will be presented

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in writing by the teacher with a copy to the Principal or designee and the **funds**~~moneys~~ collected will be deposited with the Business Office.

3. Students may be required to provide supplies for their participation in co-curricular activities.

4. A student who is eligible for free and reduced rate meals will not be required to pay for any supplies, including those exempted from free distribution in paragraph C.1., 2., and 3. above.

5. Staff members shall report to the Principal or designee any student who is suspected of being unable to pay for supplies.

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District Bylaws/Policies/ Regulations for Second Reading and Adoption

0142.1 NEPOTISM (M)
M

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

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

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

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

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

1. **A person employed by the district on or before October 1, 2008 or on or before the date an employee's relative becomes a Board member or Superintendent shall not be prohibited from continuing to be employed or to be promoted in the district in accordance with the effective date as outlined in the initial version of N.J.A.C. 6A:32A-6.2 adopted on July 1, 2008. However, this shall not pertain to extending an employment contract to allow for an increase in annual pay directly related to an extension of the work year; and**

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

The Superintendent ~~of Schools~~ shall not recommend to the Board**,** ~~of Education~~ pursuant to N.J.S.A. 18A:27-4.1**, the** ~~any~~ relative of ~~a Board member or~~ the

Superintendent **or a Board member, unless the relative is subject to an exception as outlined at N.J.A.C 6A:23A-6.2(a)2. and at 1. and 2. above**.

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

A ~~school~~ district administrator or Board member **whose** ~~who has a~~ relative ~~who~~ is a member of the bargaining unit shall **not discuss or vote** ~~be prohibited from discussing or voting~~ on the proposed collective bargaining agreement with that unit or from participating in any way in negotiations, including, but not limited to, being a member of the negotiating team; nor should that ~~schoo~~l district administrator be present with the Board in closed session when negotiation strategies are being discussed; ~~provided~~ however, ~~that~~ the administrator may serve as a technical resource to the negotiating team and may provide technical information necessary to the collective bargaining process when no one else in the district can provide such information.

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

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

N.J.A.C. 6A:23A-6.2
Adopted: 11 September 2008
Revised: 13 March 2014
Revised: 15 December 2022

1220 EMPLOYMENT OF CHIEF SCHOOL ADMINISTRATOR (M)
M

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

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

Recruitment Procedures

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

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

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

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

4. **An** ~~Establish an~~ interview process that encourages the candidate and the Board members to have a meaningful discussion of the ~~school~~ district's needs and expectations. The Board members shall review and discuss the candidate's credentials, qualifications, educational philosophy, and other qualities and expertise **the candidate** ~~he/she~~ can offer to the district;

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

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

Qualifications

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

~~**[Optional**~~

The candidate shall

__x__ meet **the qualification** criteria established by the Board **contained in the job description**.

~~**OR**~~

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

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

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

~~____ school Principal.~~

~~____ central office administrator.~~

~~____ Assistant Superintendent.~~

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

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

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

Employment Contract

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

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

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

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

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

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

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

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

notification shall be given prior to the expiration of the first or any subsequent contract by a length of time equal to thirty days for each year in the term of the current contract.

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

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

Disqualification

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

Certificate Revocation

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

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

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

Adopted: 14 December 1964
Revised: 12 May 1980

11 February 1991
15 February 2001
19 November 2009
20 January 2022

Berkeley Heights Public School District

[See POLICY ALERT No. 236]

1552 SEXUAL HARASSMENT – STAFF

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

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

1. Sexual Harassment – 29 CFR 1604.11

a. Definition of Sexual Harassment – Title VII

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

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

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

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

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

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

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

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

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

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

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

2. Job Opportunities Advertising – 29 CFR 1604.5

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

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

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

4. Fringe Benefits – 29 CFR 1604.9

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Effect of Employment Opportunities – 34 CFR 106.7

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

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

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

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

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

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

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

c. Dissemination of Policy

(1) Notification of Policy

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

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

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

(2) Publications

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

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

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

a. Employment – 34 CFR 106.51

(1) General

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

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the employer which receives Federal financial assistance.

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

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

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

(2) 34 CFR 106 Subpart E applies to:

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

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

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

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

(e) The terms of any collective bargaining agreement;

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

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

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

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

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

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b. Employment Criteria – 34 CFR 106.52

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

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

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

c. Recruitment – 34 CFR 106.53

(1) Nondiscriminatory Recruitment and Hiring

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

(2) Recruitment Patterns

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

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d. Compensation – 34 CFR 106.54

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

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

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

e. Job Classification and Structure – 34 CFR 106.55

(1) The employer shall not:

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

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

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

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f. Fringe Benefits – 34 CFR 106.56

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

(2) The employer shall not:

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

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

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

g. Marital or Parental Status – 34 CFR 106.57

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

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

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

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

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

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

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

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

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

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

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

i. Advertising – 34 CFR 106.59

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

j. Pre-Employment Inquiries – 34 CFR 106.60

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

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

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

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

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

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

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

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

C. Grievance Procedures

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

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

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

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

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

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

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

29 CFR 1604
34 CFR 106

Adopted:

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[See POLICY ALERT No. 236]

R 1552 SEXUAL HARASSMENT – STAFF

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

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

1. Sexual Harassment – 29 CFR 1604.11

a. Definition of Sexual Harassment – Title VII

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

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

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

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

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

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

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

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

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

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

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

2. Grievance Procedure for Title VII Complaints

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

a. Reporting of Sexual Harassment Conduct

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

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

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

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

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

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Principal's or Affirmative Action Officer's responsibilities.

b. Affirmative Action Officer's Investigation

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

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

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

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

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

(5) The Affirmative Action Officer will provide a copy of Policy 1552 and this Regulation to all individuals who are interviewed with potential knowledge,

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upon request, and to any other individual the Affirmative Action Officer feels would be served by a copy of such documents.

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

(7) The Affirmative Action Officer and/or Superintendent will contact law enforcement agencies if the conduct could potentially be criminal in nature.

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

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

c. Investigation Results

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

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

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

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

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

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

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counseling, and/or other measures that are appropriate to the situation.

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

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

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

d. Affirmative Action Officer's Investigation Appeal Process

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

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

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

(a) The Board will make its determination within forty-five calendar days of receiving

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an appeal from the Superintendent's determination.

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

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

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

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

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

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

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

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

1. Definitions – 34 CFR 106.30

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

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

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

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

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

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

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

(4) "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the employer investigate the allegation of sexual harassment. The phrase "document filed by a complainant" means a document or electronic submission (such as by

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electronic mail or through an online portal provided for this purpose by the employer) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the individual filing the formal complaint.

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

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

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

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

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

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

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

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

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

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

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

b. Informal Resolution – 34 CFR 106.45

(1) The employer may not require as a condition of employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment. Similarly, the employer may not require the parties to participate in an informal resolution process and may not offer

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an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility, the employer may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the employer:

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

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

3. Grievance Process - 34 CFR 106.45

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

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

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

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

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

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

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

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

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

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

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

(3) While all evidence gathered during the investigative process and obtained through the exchange of

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written questions will be considered, the decision-maker may in their discretion grant lesser weight to last minute information or evidence introduced through the exchange of written questions that was not previously presented for investigation by the investigator.

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

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

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

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

~~**[Select One Option Below**~~

_x__ the preponderance of the evidence standard,

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

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

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

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

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

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

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

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

(ii) A description of the procedural steps taken from the receipt of the complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;

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

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

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

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

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

4. Appeals – 34 CFR 106.45(b)(8)

a. The employer will offer both parties an appeal from a determination regarding responsibility, and from the Title IX Coordinator's dismissal of a formal complaint or any allegations therein in accordance with 34 CFR 106.45(b)(8)(i).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Supportive Measures – 34 CFR 106.30

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

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

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

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

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

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

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

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

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

6. Remedies - 34 CFR 106.45

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

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

(1) Emergency Removal

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Nothing in 34 CFR 106 precludes the employer from removing a respondent from the employer's education program or activity on an emergency basis, provided that the employer undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

(2) Administrative Leave

Nothing in 34 CFR 106 Subpart D precludes the employer from placing an employee on administrative leave during the pendency of a grievance process that complies with 34 CFR 106.45. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

c. The Superintendent or designee, after consultation with the Title IX Coordinator, will determine the sanctions imposed and remedies provided, if any.

(1) The imposition of sanctions or provisions of remedies will be revisited by the Title IX Coordinator following the appeal officer's decision, as appropriate.

d. The Title IX Coordinator must provide written notice to the parties simultaneously.

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e. The employer must disclose to the complainant the sanctions imposed on the respondent that directly relate to the complainant when such disclosure is necessary to ensure equal access to the employer's education program or activity.

(1) Remedies and supportive measures that do not impact the respondent should not be disclosed in the written determination; rather the determination should simply state that remedies will be provided to the complainant.

f. It is important to note that conduct that does not meet the criteria under Title IX may violate other Federal or State laws or employer policies regarding employee misconduct or may be inappropriate and require an immediate response in the form of supportive measures and remedies to prevent its recurrence and address its effects.

7. Recordkeeping – 34 CFR 106.45(b)(10)

a. The employer must maintain for a period of seven years records of:

(1) Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript required under 34 CFR 106.45(b)(6)(i), any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the employer's education program or activity;

(2) Any appeal and the result therefrom;

(3) Any informal resolution and the result therefrom; and

(4) All materials used to train Title IX Coordinators, investigators, decision-makers, and any individual

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who facilitates an informal resolution process. The employer must make these training materials publicly available on its website, or if the employer does not maintain a website the employer must make these materials available upon request for inspection by members of the public.

b. For each response required under 34 CFR 106.44, the employer must create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the employer must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the employer's education program or activity. If the employer does not provide a complainant with supportive measures, then the employer must document the reasons why such a response was not clearly unreasonable in light of the known

circumstances. The documentation of certain bases or measures does not limit the employer in the future from providing additional explanations or detailing additional measures taken.

8. Compliance

The Superintendent or designee shall consult with the Board Attorney to ensure the employer's response to any allegations of sexual harassment and the employer's grievance process are in accordance with 34 CFR 106.44 and 34 CFR 106.45.

9. Training

a. The Superintendent or designee shall ensure that Title IX Coordinators, investigators, decision-makers, appeal officers, and any person who facilitates an informal resolution process, receive training in accordance with 34 CFR 106.45(b)(1)(iii).

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(1) The employer must ensure that decision-makers receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in 34 CFR 106.45(b)(6).

(2) The employer also must ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in 34 CFR 106.45 (b)(5)(vii). Any materials used to train Title IX Coordinators, investigators, decision-makers, and any individual who facilitates an informal resolution process, must not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment.

Adopted:

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District Bylaws/Policies/ Regulations to be Abolished

3362 SEXUAL HARASSMENT

The Board of Education recognizes that an employee's right to freedom from employment discrimination includes the opportunity to work in an environment untainted by sexual harassment. Sexually offensive speech and conduct are wholly inappropriate to the harmonious employment relationships necessary to the operation of the school district and intolerable in a workplace to which the children of this district are exposed. Sexual harassment includes all unwelcome sexual advances, requests for sexual favors, and verbal or physical contacts of a sexual nature that would not have happened but for the employee's gender. Whenever submission to such conduct is made a condition of employment or a basis for an employment decision, or when such conduct is severe and pervasive and has the purpose or effect of unreasonably altering or interfering with work performance or creating an intimidating, hostile, or offensive working environment, the employee shall have cause for complaint.

The sexual harassment of any employee of this district is strictly forbidden. Any employee or agent of this Board who is found to have sexually harassed an employee of this district will be subject to discipline which may include termination of employment. Any employee who has been exposed to sexual harassment by any employee or agent of this Board is encouraged to report the harassment to an appropriate supervisor. An employee may complain of any failure of the Board to take corrective action by recourse to the procedure by which a discrimination complaint is processed. The employee may appeal the Board's action or inaction to the United States Equal Employment Opportunity Commission or the New Jersey Division of Civil Rights. Complaints regarding sexual harassment shall be submitted following the procedures outlined in Regulation No. 1530, Equal Employment Opportunity.

The Affirmative Action Officer shall instruct all employees and agents of this Board to recognize and correct speech and behavior patterns that may be sexually offensive with or without the intent to offend.

Adopted: 13 March 1989

Revised: 11 February 1991; 10 February 1994, 19 January 2017

Berkeley Heights Public School District

ABOLISH

4352 SEXUAL HARASSMENT

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