

**WESTFIELD PUBLIC SCHOOLS**  
Westfield, New Jersey 07090

**ADMINISTRATION**  
**1613**  
**Disclosure and Review of Applicant's**  
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**1613 DISCLOSURE AND REVIEW OF APPLICANT'S**  
**EMPLOYMENT HISTORY**

The district shall not employ for pay or contract for the paid services of any person serving in a position which involves regular contact with students without complying with the requirements of N.J.S.A. 18A:6-7.6 et seq. and as outlined in Policy and Regulation 1613.

An applicant who will fill a position which involves regular contact with students shall be required to provide their employment history pursuant to N.J.S.A. 18A:6-7.7.a.(1). The applicant shall also provide written authorization that consents to and authorizes the disclosure of information regarding the applicant's employment history and the release of related records by the applicant's current or employer(s) regarding child abuse and/or sexual misconduct pursuant to N.J.S.A. 18A:6-7.7.a.(2). The applicant shall also provide a written statement as to whether the applicant has any employment history regarding child abuse or sexual misconduct pursuant to N.J.S.A. 18A:6-7.7.a.(3).

The district shall review an applicant's employment history as required in N.J.S.A. 18A:6-7.7.b. and shall contact those employers listed by the applicant and request confirmation of the information provided by the applicant pursuant to N.J.S.A. 18A:6-7.7.a.

Upon receiving and reviewing the information disclosed by the applicant's current and/or former employer(s), and finding an affirmative response to any of the inquiries required in N.J.S.A. 18A:7.7.b.(2), the district will determine whether to withdraw the offer of employment. If more information would be beneficial, the district shall make further inquiries of the applicant's current or former employers to gain additional information.

The failure of an employer to provide the information requested by the hiring entity pursuant to N.J.S.A. 18A:6-7.7.b. within a twenty-day timeframe may be grounds for the automatic disqualification of an applicant from employment in accordance with N.J.S.A. 18A:6-7.9.c.

In accordance with the provisions of N.J.S.A. 18A:6-7.9.c., the district shall not be liable for any claims brought by an applicant who is not offered employment or whose employment is terminated because of any information received or due to the inability to conduct a full review of the applicant's employment history pursuant to N.J.S.A. 18A:6-7.7.

In accordance with the provisions of N.J.S.A. 18A:6-7.9.d., the district shall have the right to immediately terminate an individual's employment or rescind an offer of employment if the applicant is offered employment or commences employment following June 1, 2018 and information regarding the applicant's history of sexual misconduct or child abuse is subsequently discovered or obtained by the employer that the employer determines disqualifies the applicant or employee from employment under N.J.S.A. 18A:6-7.6 et seq. The termination of employment pursuant to N.J.S.A. 18A:6-7.9 shall not be subject to any grievance or appeals procedures or tenure proceedings pursuant to any collectively bargained or negotiated agreement or any law, rule, or regulation.

The district may employ or contract with an applicant on a provisional basis for a period not to exceed ninety days pending review of information received pursuant to N.J.S.A. 18A:6-7.7.b. provided the conditions outlined in N.J.S.A. 18A:6-7.10.b. are satisfied.

All requests for information regarding a current or former employee in accordance N.J.S.A. 18A:6-7.6 et seq. shall be directed to the Superintendent or designee. The Superintendent or designee shall review the request for information and confirm the applicant's employment relationship and ensure the written authorization is in compliance with N.J.S.A. 18A:6-7.7.a.(2) prior to the release of information requested and the release of related records in accordance with N.J.S.A. 18A:6-7.6 et seq.

Following June 1, 2018, the district may not enter into a collectively bargained or negotiated agreement, an employment contract, an agreement for resignation or termination, a severance agreement, or any other contract or agreement or take any action that is prohibited as outlined in N.J.S.A. 18A:6-7.12. Any provision of an employment contract or agreement for resignation or termination or a severance agreement that is executed, amended, or entered into after June 1, 2018 and that is contrary to N.J.S.A. 18A:6-7.6 et seq. shall be void and unenforceable.

Pursuant to N.J.S.A. 18A:6-7.11, information received by the district under Policy and Regulation 1613 and N.J.S.A. 18A:6-7.6 et seq. shall not be deemed a public record under N.J.S.A. 47:1A-1 et seq. or the common law concerning access to public records. The district shall be immune from criminal and civil liability for the disclosure of information or records about a current or former employee or applicant, unless the information or records provided were knowingly false.

N.J.S.A. 18A:6-7.6; 18A:6-7.7; 18A:6-7.8; 18A:6-7.9;  
18A:6-7.10; 18A:6-7.11; 18A:6-7.12; 18A:6-7.13

First Reading: September 25, 2018  
Second Reading: October 30, 2018

**R 1613 DISCLOSURE AND REVIEW OF APPLICANT'S**  
**EMPLOYMENT HISTORY**

The District shall not employ for pay or contract for the paid services of any person serving in a position which involves regular contact with students and is offered employment or commences employment following June 1, 2018 unless the school district, charter school, nonpublic school, or contracted service provider complies with the requirements of N.J.S.A. 18A:6-7.6 et seq. as outlined in Policy and Regulation 1613.

A. Definitions (N.J.S.A. 18A:6-7.6 et seq.)

For the purposes of this Policy and Regulation:

1. "Applicant" means any person considered for employment or offered employment for pay or contract for the paid services of any person serving in a position which involves regular contact with students.
2. "Child abuse" means any conduct that falls under the purview and reporting requirements of N.J.S.A. 9:6-8.8 et seq. and is directed toward or against a child or student, regardless of the age of the child or student.
3. "Disclosure Information Request Form" shall be the State of New Jersey Sexual Misconduct/Child Abuse Disclosure Information Request, P.L. 2018, Chapter 5 or a similar form developed by the hiring entity.
4. "Disclosure Release Form" shall be the State of New Jersey Sexual Misconduct/Child Abuse Disclosure Release, P.L. 2018, Chapter 5 or a similar form developed by the hiring entity.
5. "Sexual misconduct" means any verbal, nonverbal, written, or electronic communication, or any other act directed toward or with a student that is designed to establish a sexual relationship with the student, including a sexual invitation, dating or soliciting a date, engaging in sexual dialogue, making sexually suggestive comments, self-disclosure or physical exposure of a sexual or erotic nature, and any other sexual, indecent, or erotic contact with a student.

**B. Required Application and Review Process**  
(N.J.S.A. 18A:6-7.7)

1. The district shall not employ for pay or contract for the paid services of any person serving in a position which involves regular contact with students unless the district complies with the provisions of N.J.S.A. 18A:6-7.6 et seq.
  - a. The district shall require an applicant to provide a Disclosure Release Form which must include the following information:
    - (1) A list, including name, address, telephone number and other relevant contact information of the applicant's:
      - (a) Current employer;
      - (b) All former employers within the last twenty years that were schools; and
      - (c) All former employers within the last twenty years where the applicant was employed in a position that involved direct contact with children; and
    - (2) A written authorization that consents to and authorizes disclosure of the information requested under b. below pursuant to N.J.S.A. 18A:6-7.7.a.(2) and the release of related records by the applicant's employers listed under B.1.a.(1) above, and that releases those employers from liability that may arise from the disclosure or release of records;
    - (3) A written statement as to whether the applicant:
      - (a) Has been the subject of any child abuse or sexual misconduct investigation by any employer, State licensing agency, law enforcement agency, or the Department of Children and Families, unless the investigation resulted in a finding the allegations were false or the alleged incident of child abuse or sexual misconduct was not substantiated;

- (b) Has ever been disciplined, discharged, nonrenewed, asked to resign from employment, resigned from or otherwise separated from any employment while allegations of child abuse or sexual misconduct were pending or under investigation, or due to an adjudication or finding of child abuse or sexual misconduct; or
    - (c) Has ever had a license, professional license, or certificate suspended, surrendered, or revoked while allegations of child abuse or sexual misconduct were pending or under investigation, or due to an adjudication or finding of child abuse or sexual misconduct.
  - (4) The district must comply with the requirements of N.J.S.A. 18A:6-7.6 et seq. for every applicant who will be employed by the hiring entity.
- b. The Superintendent or designee will review the applicant's Disclosure Release Form. Upon determining to continue the application process, the Superintendent or designee shall provide the applicant's Disclosure Release Form to all employers listed by the applicant under the provisions of N.J.S.A. 18A:6-7.7.a.(1) and B.1.a.(1) above and provide all employers listed with the applicant's written authorization that consents to and authorizes disclosure in accordance with N.J.S.A. 18A:6-7.7.a.(2) and B.1.a.(2) and request the following information:
  - (1) The dates of employment of the applicant; and
  - (2) A statement as to whether the applicant:
    - (a) Was the subject of any child abuse or sexual misconduct investigation by any employer, State licensing agency, law enforcement agency, or the Department of Children and Families, unless the investigation resulted in a finding that the allegations were false or the alleged incident of child abuse or sexual misconduct was not substantiated;



3. All employment history documentation for each applicant employed by the hiring entity in accordance with N.J.S.A. 18A:6-7.6 et seq. shall be maintained in the employee's personnel file. All employment history documentation for an applicant not hired shall be maintained by the Superintendent or designee and destroyed in accordance with the New Jersey Department of Revenue – Records Management Services Records Retention and Disposition Schedule.
  4. Employment history review pursuant to N.J.S.A. 18A:6-7.6 et seq. is not required for applicants the district does not wish to employ.
  5. The district, in accordance with N.J.S.A. 18A:6-7.9.b., in conducting the review of the employment history of an out-of-State applicant, shall make, and document with specificity, diligent efforts to:
    - a. Verify the information provided by the applicant pursuant to N.J.S.A. 18A:6-7.7.a. and B.1.a. above; and
    - b. Obtain from any out-of-State employers listed by the applicant the information requested pursuant to N.J.S.A. 18A:6-7.7.b. and B.1.b. above.
- C. Completing a Disclosure Request from another District Regarding a Current or Former Employee (N.J.S.A. 18A:6-7.9)
1. All requests for information from another district regarding a current or former employee of this district, in accordance N.J.S.A. 18A:6-7.6 et seq. shall be directed to the Superintendent or designee.
    - a. The Superintendent or designee, upon receiving a request from another district for information, shall provide the information requested in accordance with N.J.S.A. 18A:6-7.6 et seq. to the district submitting the request if:
      - (1) The employment relationship is confirmed pursuant to N.J.S.A. 18A:6-7.7.a.(1) and B.1.a.(1) above; and
      - (2) The written authorization is in compliance with N.J.S.A. 18A:6-7.7.a.(2) and B.1.a.(2) above.



2. The failure of an employer to provide the information requested pursuant to N.J.S.A. 18A:6-7.7.b. and B.1.b. above within the twenty day timeframe established under N.J.S.A. 18A:6-7.9.a. and D.1. above may be grounds for the automatic disqualification of an applicant from employment. The district shall not be liable for any claims brought by an applicant who is not offered employment or whose employment is terminated:
  - a. Because of any information received by the district from an employer pursuant to N.J.S.A. 18A:6-7.7 and B. above; or
  - b. Due to the inability of the district to conduct a full review of the applicant's employment history pursuant to N.J.S.A. 18A:6-7.7.b. and B.1.b. above.

E. Provisional Employment (N.J.S.A. 18A:6-7.10)

A hiring entity may employ or contract with an applicant on a provisional basis for a period not to exceed ninety days pending review by the hiring entity of information received pursuant to N.J.S.A. 18A:6-7.7 and B. above, provided that all of the following conditions are satisfied:

1. The applicant has complied with N.J.S.A. 18A:6-7.7.a. and B.1.a. above;
2. The district has no knowledge or information pertaining to the applicant that the applicant is required to disclose pursuant to N.J.S.A. 18A:6-7.7.a.(3) and B.1.a.(3); and
3. The district determines that special or emergent circumstances exist that justify the temporary employment of the applicant.

F. Penalties to Applicants (N.J.S.A. 18A:6-7.8)

1. An applicant who willfully provides false information or willfully fails to disclose information required in N.J.S.A. 18A:6-7.7.a. and B.1.a. above:
  - a. Shall be subject to discipline up to, and including, termination or denial of employment;
  - b. May be deemed in violation of subsection a. of N.J.S.A. 2C:28-3; and
  - c. May be subject to a civil penalty of not more than \$500 which shall be collected in proceedings in accordance with the "Penalty Enforcement Law of 1999," P.L. 1999, c.274 (N.J.S.A. 2A:58-10 et seq.).

2. The district shall include a notification of the penalties set forth in N.J.S.A. 18A:6-7.8 and F.1. above on all applications for employment for positions which involve regular contact with students.

**G. Termination (N.J.S.A. 18A:6-7.9.d.)**

1. The district shall have the right to immediately terminate an individual's employment or rescind an offer of employment if:
  - a. The applicant is offered employment or commences employment with the hiring entity following June 1, 2018; and
  - b. Information regarding the applicant's history of sexual misconduct or child abuse is subsequently discovered or obtained by the hiring entity that the hiring entity determines disqualifies the applicant or employee from employment.
2. The termination of employment pursuant to the provisions outlined in G.1. above and pursuant to N.J.S.A. 18A:6-7.9 shall not be subject to any grievance or appeals procedures or tenure proceedings pursuant to any collectively bargained or negotiated agreement or any law, rule, or regulation.

**H. Information Not Deemed Public Record and Immunity (N.J.S.A. 18A:6-7.11)**

1. Information received by an employer in accordance with Policy and Regulation 1613 and N.J.S.A. 18A:6-7.6 et seq. shall not be deemed a public record under N.J.S.A. 47:1A-1 et seq. or the common law concerning access to public records.
2. When the district provides information or records about a current or former employee or applicant, it shall be immune from criminal and civil liability for the disclosure of the information, unless the information or records provided were knowingly false. The immunity shall be in addition to and not in limitation of any other immunity provided by law.

**I. Prohibited Actions Relative to Certain Agreements and Employment Contracts (N.J.S.A. 18A:6-7.12)**

1. After June 1, 2018, the district may not enter into a collectively bargained or negotiated agreement, an employment contract, an agreement for resignation or termination, a severance agreement, or any other contract or agreement or take any action that:

- a. Has the effect of suppressing or destroying information relating to an investigation related to a report of suspected child abuse or sexual misconduct by a current or former employee;
  - b. Affects the ability of the district to report suspected child abuse or sexual misconduct to the appropriate authorities; or
  - c. Requires the district to expunge information about allegations or finding of suspected child abuse or sexual misconduct from any documents maintained by the district unless after investigation the allegations are found to be false or the alleged incident of child abuse or sexual misconduct has not been substantiated.
2. Any provision of an employment contract or agreement for resignation or termination or a severance agreement that is executed, amended, or entered into after June 1, 2018 and that is contrary to N.J.S.A. 18A:6-7.12 shall be void and unenforceable.

In Effect:

## **5350 PUPIL SUICIDE PREVENTION**

The Board of Education recognizes that depression and self-destruction are problems of increasing severity among pupils. Pupils under severe stress cannot benefit fully from the educational program and may pose a threat to themselves or others.

The Board directs all school district staff members to be alert to a pupil who exhibits warning signs of self-destruction or who threatens or attempts suicide. Any such warning signs or the report of such warning signs from another pupil or staff member shall be taken with the utmost seriousness and reported immediately to the Principal or designee.

The Principal or designee shall immediately contact the parent(s) of the pupil exhibiting warning signs of suicide to inform the parent(s) the pupil will be referred to the Child Study Team or a Suicide Intervention Team, appointed by the Superintendent or designee, for a preliminary assessment. Upon completion of the preliminary assessment, the Principal or designee shall meet with the parent(s) to review the assessment. Based on the preliminary assessment, the parent(s) may be required to obtain medical or psychiatric services for the pupil. In the event the parent objects to the recommendation or indicates an unwillingness to cooperate in the best interests of the pupil, the Principal or designee will contact the New Jersey Department of Children and Families, Division of Child Protection and Permanency to request intervention on the pupil's behalf.

In the event the pupil is required to obtain medical or psychiatric services, the parent(s) will be required to submit to the Superintendent a written medical clearance from a licensed medical professional, selected by the parent(s) and approved by the Superintendent, indicating the pupil has received medical services, does not present a risk to themselves or others, and is cleared to return to school. The written medical clearance may be reviewed by a Board of Education healthcare professional before the pupil is permitted to return to school. The parent(s) shall be required to authorize their healthcare professional(s) to release relevant medical information to the school district's healthcare professional, if requested.

Any school district staff member, volunteer, or intern with reasonable cause to suspect or believe that a pupil has attempted or completed suicide, shall immediately report the information to the Principal or designee or their immediate supervisor who will immediately report it to the Superintendent or designee. The Superintendent or designee shall promptly report it online to the New Jersey Department of Children and Families, or as otherwise required by the Department of Children and Families in accordance with N.J.S.A. 30:9A-24. In accordance with N.J.S.A. 30:9A-24i, any person who reports an attempted or completed suicide shall have immunity from any civil or criminal liability on account of the report, unless the person has acted in bad faith or with malicious purpose.

In accordance with the provisions of N.J.S.A. 18A:6-111 and 18A:6-112, as part of the required professional development for teachers as outlined in N.J.A.C. 6A:9C-3 et seq., every teaching staff member must complete at least two hours of instruction in suicide prevention, to be provided by a licensed health care professional with training and experience in mental health issues, in each professional development period. The instruction in suicide prevention shall include information on the relationship between the risk of suicide and incidents of harassment, intimidation, and bullying and information on reducing the risk of suicide in pupils who are members of communities identified as having members at high risk of suicide.

The Superintendent shall prepare and disseminate guidelines to assist school district staff members in recognizing the warning signs of a pupil who may be contemplating suicide, to respond to a threat or attempted suicide, and to prevent contagion when a pupil commits suicide.

N.J.S.A. 18A:6-111; 18A:6-112

N.J.S.A. 30:9A-23; 30:9A-24

N.J.A.C. 6A:9C-3 et seq.

First Reading: September 25, 2018

Second Reading: October 30, 2018

## **R 5350 PUPIL SUICIDE PREVENTION**

The following are guidelines to assist school district staff members in recognizing the warning signs of a pupil who may be contemplating suicide, to respond to a threat or attempted suicide, and to prevent contagion when a pupil commits suicide.

### A. Recognition of Warning Signs of Suicide

All school district staff members shall be alert to any warning signs a pupil may be contemplating suicide. Such warning signs may include, but are not limited to, a pupil's:

1. Overt suggestion, regardless of its context, that he/she is considering or has considered suicide or has worked out the details of a suicide attempt;
2. Self-mutilation;
3. Obsession with death or afterlife;
4. Possession of a weapon or possession of other means of suicide or obsession with such means;
5. Sense of hopelessness or unrelieved sadness;
6. Lethargy or despondency, or, conversely, a tendency to become more impulsive or aggressive than usual;
7. Drop in academic achievement, slacking off of energy and effort, or inability to focus on studies;
8. Isolation from others by loss of friends, withdrawal from friends, lack of companionship, or family disintegration;
9. Preoccupation with nonexistent physical illness;
10. Loss of weight, appetite, and/or sleep;
11. Substance abuse;

12. Volatile mood swings or sudden changes in personality;
13. Prior suicide attempt(s);
14. Anxiety or eating disorder;
15. Involvement in an unhealthy, destructive, or abusive relationship; and
16. Depression due to being a victim/target of harassment, intimidation, bullying, or mistreatment by others.

**B. Response to the Warning Signs of Suicide**

1. Any indication of suicide, whether personally witnessed or received by a report from another, shall be taken seriously and immediately reported to the Principal or designee. Upon receiving such report, the Principal will ensure the pupil is supervised by a school staff member until a preliminary assessment of the risk is determined.
2. The Principal or designee shall immediately contact the parent(s) of the pupil exhibiting warning signs of suicide to inform the parent(s) that the pupil will be referred to the Child Study Team or a Suicide Intervention Team for a preliminary assessment in accordance with C. below.
3. If the threat of suicide is immediate and serious, the Principal will contact local law enforcement and the Superintendent of Schools.

**C. Preliminary Assessment and Recommendation(s)**

1. The Principal or designee will designate the Child Study Team or the Suicide Intervention Team to immediately meet with the pupil to complete a preliminary assessment.
2. The Child Study Team or Suicide Intervention Team will make a recommendation(s), based on the preliminary assessment, to the Principal or designee regarding the pupil's risk of suicide.

3. Upon receiving the recommendation(s), the Principal or designee will immediately meet with the parent(s) to review the findings of the preliminary assessment. Based on the recommendation(s) of the Child Study Team or Suicide Intervention Team, the pupil may be:
  - a. Permitted to remain in school:
    - (1) If the pupil remains in school after the preliminary assessment, the Principal or designee will designate a school staff member to follow-up with the pupil on any recommendations of the Child Study Team or Suicide Intervention Team.
  - b. Referred to the Child Study Team for further evaluation;
  - c. Removed from the school and released to the parent(s) and will be required to obtain medical or psychiatric services before the pupil may return to school:
    - (1) The parent(s) will be required to submit to the Superintendent a written medical clearance from a licensed medical professional selected by the parent(s) and acceptable to the Superintendent, indicating the pupil has received medical services, does not present a risk to himself/herself or others, and is cleared to return to school. The Superintendent will not act unreasonably in withholding approval of the medical professional selected by the parent(s). The written medical clearance may be reviewed by a Board of Education healthcare professional before the pupil is permitted to return to school.
    - (2) The parent(s) shall be required to authorize their healthcare professional(s) to release the pupil's relevant medical information to the school district's healthcare professional, if requested.
  - d. Required to comply with the recommendation(s) outlined in C.3.a., b., and/or c. above, and/or any other recommendation(s) of the Principal or designee to ensure the pupil's safety and the safety of others.
4. In the event the parent(s) objects to the recommendation(s) or indicates an unwillingness to cooperate with the school district regarding their child, the Principal or designee will contact the New Jersey Department of Children and Families, Division of Child Protection and Permanency to request intervention on the pupil's behalf.

**D. Response to Attempted Suicide by a Pupil**

1. Any school district staff member, volunteer, or intern with reasonable cause to suspect or believe a pupil has attempted suicide, shall immediately report the information to the Principal or designee or their immediate supervisor.
2. A Principal or designee or supervisor who receives a report of a pupil who has attempted suicide will immediately report it to the Superintendent or designee, who shall promptly report it online to the New Jersey Department of Children and Families, or as otherwise required by the Department of Children and Families.
3. The school district staff member who witnesses a suicide attempt on school grounds, at a school sponsored event, or on a school bus shall immediately contact local law enforcement and emergency medical services, as appropriate.

**E. Response to Suicide Committed by a Pupil**

1. Any school district staff member, volunteer, or intern with reasonable cause to suspect or believe a pupil has committed suicide, shall immediately report the information to the Principal or designee or their immediate supervisor.
2. A Principal or designee or supervisor who receives a report that a pupil has committed suicide will immediately report it to the Superintendent or designee, who shall promptly report it online to the New Jersey Department of Children and Families, or as otherwise required by the Department of Children and Families.
3. The Principal of the school the pupil attended will assemble school staff members as soon as possible, to provide school staff members information, plans for the school day, and guidelines for handling the concerns of pupils.
4. The Principal of the school the pupil attended will use a School Crisis Team to assist school staff members in dealing with any issues that arise due to the situation and to assist pupils in the loss.
5. The School Crisis Team will assist teachers in responding to the needs of pupils. Pupils who were close to the victim shall be offered special counseling services and parents will be notified of available community mental health services.

6. School staff members shall be especially alert to warning signs of contemplated suicide among the victim's peers.
7. All Principals in the school district will be promptly informed when a pupil enrolled in the district commits suicide. The district, with the approval of the Superintendent, may provide support and services to school staff members and pupils as needed.
8. The Principal of the school the pupil attended may, with the approval of the Superintendent, provide any additional support and services that will assist school staff members and pupils in the loss.

F. Prevention of Suicide Contagion

1. School staff members, under the direction of the Principal or designee, shall attempt to prevent suicide contagion by:
  - a. Avoiding the glorification or romanticization of suicide;
  - b. Helping pupils recognize that suicide is irreversible and permanent and does not truly resolve problems;
  - c. Encouraging pupils to ask questions when a fellow pupil suggests suicide and report to a school staff member;
  - d. Discussing ways of handling depression and anxiety without resorting to self-destruction; and
  - e. Implementing any other strategies to prevent suicide contagion.

In Effect:

**5561 – USE OF PHYSICAL RESTRAINT AND**  
**SECLUSION TECHNIQUES FOR PUPILS WITH DISABILITIES**

The Board of Education strives to provide a safe, caring atmosphere that supports all pupils in the least restrictive environment. On occasion, during an emergency, a situation may arise making it necessary to temporarily restrain or seclude a pupil with a disability in accordance with N.J.S.A. 18A:46-13.4 through 13.7.

A school district, an educational services commission, or an approved private school for pupils with disabilities (APSSD) that utilizes physical restraint on pupils with disabilities shall ensure that:

1. Physical restraint is used only in an emergency in which the pupil is exhibiting behavior that places the pupil or others in immediate physical danger;
2. A pupil is not restrained in the prone position, unless the pupil's primary care physician authorizes, in writing, the use of this restraint technique;
3. Staff members who are involved in the restraint of a pupil receive training in safe techniques for physical restraint from an entity determined by the Board of Education to be qualified to provide such training, and that the training is updated at least annually;
4. The parent of a pupil is immediately notified when physical restraint is used on the pupil. This notification may be by telephone or electronic communication. A post-incident written notification report of the incident of physical restraint shall be provided to the parent within forty-eight hours of the occurrence of the incident;
5. Each incident in which physical restraint is used is carefully and continuously visually monitored to ensure it was used in accordance with established procedures set forth in Policy and Regulation 5561 – Use of Physical Restraint and Seclusion Techniques for Pupils with Disabilities, developed in conjunction with the entity that trains staff in safe techniques for physical restraint, in order to protect the safety of the child and others; and

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6. Each incident in which physical restraint is used is documented in writing in sufficient detail to enable staff to use this information to develop or improve the behavior intervention plan at the next individualized education plan (IEP) meeting.

A school district, an educational services commission, and an APSSD shall attempt to minimize the use of physical restraints through inclusion of positive behavior supports in the pupil's behavior intervention plans developed by the IEP team.

A school district, an educational services commission, or an APSSD that utilizes seclusion techniques on pupils with disabilities shall ensure that:

1. A seclusion technique is used on a pupil with disabilities only in an emergency in which the pupil is exhibiting behavior that places the pupil or others in immediate physical danger;
2. Each incident in which a seclusion technique is used is carefully and continuously visually monitored to ensure it was used in accordance with established procedures set forth in Policy and Regulation 5561 – Use of Physical Restraint and Seclusion Techniques for Pupils with Disabilities, developed in conjunction with the entity that trains staff in safe techniques for physical restraint, in order to protect the safety of the child and others; and
3. Each incident in which a seclusion technique is used is documented in writing in sufficient detail to enable the staff to use this information to develop or improve the behavior intervention plan at the next IEP meeting.

A school district, an educational services commission, and an APSSD shall attempt to minimize the use of seclusion techniques through inclusion of positive behavior supports in the pupil's behavior intervention plans developed by the IEP team.

The New Jersey Department of Education shall establish guidelines for school districts, educational services commissions, and APSSDs to ensure a review process is in place to examine the use of physical restraints or seclusion techniques in emergency situations, and for the repeated use of these methods for an individual child, within the same classroom, or by a single individual. The review

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process shall include educational, clinical, and administrative personnel. Pursuant to the review process the pupil's IEP team may, as deemed appropriate, determine to revise the behavior intervention plan or classroom supports, and a school district, educational services commission, or APSSD may determine to revise a staff member's professional development plan pursuant to N.J.S.A. 18A:46-13.7.

The Superintendent or designee may gather input from school staff members and parents of pupils with disabilities on this Policy and Regulation. All pupils with disabilities and their parents shall be afforded the procedural safeguards provided by the Individuals with Disabilities Education Act (IDEA).

The Superintendent or designee shall annually inform parents of pupils with disabilities about the Board's Policy regarding restraint and seclusion

N.J.S.A. 18A:46-13.4; 18A:46-13.5; 18A:46-13.6; 18A:46-13.7  
New Jersey Department of Education Restraint and Seclusion Guidance for  
Students with Disabilities – July 10, 2018

First Reading: June 12, 2018  
Adopted: August 28, 2018  
First Reading: September 25, 2018  
Second Reading: October 30, 2018

**R 5561 – USE OF PHYSICAL RESTRAINT AND**  
**SECLUSION TECHNIQUES FOR PUPILS WITH DISABILITIES**

A. Definitions

“Mechanical Restraint” means the use of any device or equipment to restrict a pupil’s freedom of movement, but does not include devices implemented by trained school personnel, or utilized by a pupil that has been prescribed by an appropriate medical or related services professional and are used for the specific and approved purposes for which such devices were designed such as:

- Adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports;
- Vehicle safety restraints when used as intended during the transport of a pupil in a moving vehicle;
- Restraints for medical mobilization; or
- Orthopedically prescribed devices that permit a pupil to participate in activities without risk of harm.

“Physical restraint” means the use of a personal restriction that immobilizes or reduces the ability of a pupil to move all or a portion of his or her body.

“Seclusion technique” means the involuntary confinement of a pupil alone in a room or area from which the pupil is physically prevented from leaving, but does not include a timeout.

“Timeout” means a behavior management technique that involves the monitored separation of a pupil in a non-locked setting, and is implemented for the purpose of calming.

B. Physical Restraint

A school district, an educational services commission, or an approved private school for pupils with disabilities (APSSD) that utilizes physical restraint on pupils with disabilities shall ensure that:

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1. Physical restraint is used only in an emergency in which the pupil is exhibiting behavior that places the pupil or others in immediate physical danger;
2. A pupil is not restrained in the prone position, unless the pupil's primary care physician authorizes, in writing, the use of this restraint technique;
3. Staff members who are involved in the restraint of a pupil receive training in safe techniques for physical restraint from an entity determined by the Board of Education to be qualified to provide such training, and that the training is updated at least annually;
4. The parent of a pupil shall be notified when physical restraint is used on the pupil. This notification may be by telephone or electronic communication. In addition, a post-incident written notification report of the incident of physical restraint shall be provided to the parent within forty-eight hours of the occurrence of the incident.
  - a. The post-incident written notification report shall include, but not be limited to, details regarding the nature of the behavior that precipitated the use of the restraint; the staff involved; and recommendations for follow-up activities including, if appropriate, revisions to the pupil's individualized education plan (IEP) or administration of a functional assessment.
  - b. The post-incident written notification report shall be maintained in a manner consistent with State and Federal regulations regarding the confidentiality of pupil records, while also serving as a mechanism for gathering data which allows the IEP team to make informed decisions regarding the pupil's needs.
5. Each incident in which physical restraint is used is carefully and continuously visually monitored to ensure it was used in accordance with established procedures set forth in Policy and Regulation 5561 – Use of Physical Restraint and Seclusion Techniques for Pupils with Disabilities, developed in conjunction with the entity that trains staff in safe techniques for physical restraint, in order to protect the safety of the child and others; and

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6. Each incident in which physical restraint is used is documented in writing in sufficient detail to enable staff to use this information to develop or improve the behavior intervention plan (BIP) at the next IEP meeting.
  - a. Each incident that requires the use of restraint shall be documented in a manner that supports informed data-driven decision making by school staff including the IEP team.
  - b. The data collected through this process shall include, but not be limited to, the location of the incident, persons involved, triggering events, prevention, redirection or de-escalation techniques utilized during the incident, a description of any injuries or physical damage that occurred, observational data or monitoring data taken during the incident, debriefing with staff, reflections on adherence to the IEP and district procedures, and specific follow-up that will take place including, if appropriate, an IEP team meeting.
  - c. Data shall be reviewed on a continual basis to determine the effectiveness of the individual pupil's BIP and the school district's procedures. Any reviews should be conducted across sub-groups and involve staff, Child Study Team members, and administration.

A school district, an educational services commission, and an APSSD shall attempt to minimize the use of physical restraints through inclusion of positive behavior supports in the pupil's BIPs developed by the IEP team.

**C. Seclusion**

A school district, an educational services commission, or an APSSD that utilizes seclusion techniques on pupils with disabilities shall ensure that:

1. A seclusion technique is used on a pupil with disabilities only in an emergency in which the pupil is exhibiting behavior that places the pupil or others in immediate physical danger;
2. Each incident in which a seclusion technique is used is carefully and continuously visually monitored to ensure that it was used in accordance with established procedures set forth in Policy and Regulation 5561 – Use of Physical Restraint and Seclusion Techniques for Pupils with Disabilities; and

3. Each incident in which a seclusion technique is used is documented in writing in sufficient detail to enable staff to use this information to develop or improve the BIP at the next IEP meeting.
  - a. Each incident that requires the use of a seclusion technique shall be documented in a manner that supports informed data-driven decision making by school staff including the IEP team.
  - b. The data collected through this process shall include, but not be limited to, the location of the incident, persons involved, triggering events, prevention, redirection or de-escalation techniques utilized during the incident, a description of any injuries or physical damage that occurred, observational data or monitoring data taken during the incident, debriefing with staff, reflections on adherence to the IEP and district procedures, and specific follow-up that will take place including, if appropriate, an IEP team meeting.
  - c. Data shall be reviewed on a continual basis to determine the effectiveness of the individual pupil's BIP and the school district's procedures. Any reviews should be conducted across sub-groups and involve staff, Child Study Team members, and administration.

A school district, an educational services commission, and an APSSD shall attempt to minimize the use of seclusion techniques through inclusion of positive behavior supports in the pupil's BIP developed by the IEP team.

**D. Interventions**

1. Classroom interventions may include, but not be limited to, the following strategies:
  - a. The staff member may ignore the behavior;
  - b. The staff member may redirect the pupil to a task with verbal or non-verbal prompts or gestures. Proximity and the use of gentle humor may help, when appropriate;
  - c. The staff member shall be clear, polite, and respectful when redirecting the pupil's behavior. The staff member should make eye contact and tell the pupil what to do such as "I can't teach when you are talking, throwing things, ..." or "Please stop and listen, read, write, ..." The staff member should remind the pupil of consequences for non-compliance and rewards if they comply with the staff member's request;

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- d. The staff member shall be polite at all times. The staff member may repeat steps a. through c. above and quietly give the pupil adequate wait time. If the staff member moves on, the pupil may comply after the initial confrontation if attention goes back to the lesson;
  - e. The staff member may advise the pupil to proceed to a time out area in the classroom for a limited time (elementary and middle school); and
  - f. If classroom removal is required, the staff member shall follow school discipline procedures for notification and request for assistance if necessary.
2. Security interventions may include, but are not limited to, the staff member:
- a. Standing quietly in the doorway and asking the pupil to accompany the staff member; and
  - b. Informing the pupil of the violation of the school discipline code and procedure and assure the pupil they have the choice to leave the classroom quietly.
- E. Use of Physical Restraint
1. If necessary, the staff member shall restrain the pupil until the emergency no longer exists (i.e. the pupil stops punching, kicking, spitting, damaging property, etc.).
  2. The school staff member shall immediately contact the appropriate administrator and school nurse and complete a written report on the physical restraint the staff member used during the emergency situation.
  3. The Principal's or designee's or any school staff member's report regarding the incident shall be documented in writing in sufficient detail to enable staff to use this information to develop or improve the BIP at the next IEP meeting. The documentation of physical restraint shall be placed in the pupil's school file.

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4. The use of physical restraint is subject to the following additional requirements:
  - a. Physical restraint techniques shall consider the pupil's medical conditions and shall be modified as necessary;
  - b. Pupils shall not be subjected to physical restraint for using profanity, other verbal displays or disrespect, or for non-compliance. A verbal threat will not be considered as constituting a physical danger unless a pupil also demonstrates a means of or intent to carry out the threat;
  - c. In determining whether a pupil who is being physically restrained should be removed from the area where the restraint was initiated, the supervising staff should consider the potential for injury to the pupil, the pupil's need for privacy, and the educational and emotional well-being of the other pupils in the vicinity;
  - d. A pupil shall be released from physical restraint immediately upon a determination by the staff member administering the restraint that the pupil is no longer in imminent danger of causing harm to himself/herself, others, or imminent property destruction; and
  - e. The pupil shall be examined by the school nurse after any restraint.

**F. Restraint and Seclusion Training Requirements**

1. All staff members working directly with pupils with disabilities shall receive training on Policy and Regulation 5561 and in safe techniques for physical restraint and seclusion from an entity determined by the Board of Education to be qualified to provide such training.
  - a. The Principal or designee shall determine the school staff members that shall receive restraint and seclusion training.
  - b. The training shall be identified in the school district's professional development plan and should be considered as a topic for ongoing professional learning communities (PLCs).

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- c. The training shall emphasize the use of appropriate de-escalation techniques and the use of Positive Behavior Supports (PBS) as mechanisms to avoid the need for the use of physical restraint and seclusion.
    - d. Training may include current professionally accepted practices and standards regarding behavior management.
    - e. The training program shall be updated at least annually.
  2. In addition to district-wide training and PLCs, the Board may also consider additional training for all staff members who will be responsible for implementing the IEPs which include BIPs for pupils with disabilities.
    - a. This additional training should include a framework that emphasizes de-escalation techniques, identifying PBSs, and behavior strategies which support appropriate behavior in all school settings.
    - b. Staff members responsible for implementing BIPs for pupil IEPs should be trained on the use of continuous monitoring techniques and the collection of data which can be used to inform decision making regarding the continued use of restraint and seclusion.
  3. Training for school administrators shall include information on the effectiveness of school-wide positive behavior programs, a tool for evaluating the effectiveness of the Policy and Regulation 5561, and a tool for evaluating the effectiveness of the school district's trainings.

In Effect: August 28, 2018

*Regulations Follow*

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## **6320 PURCHASES SUBJECT TO BID**

The Board of Education directs the establishment and conduct of bidding procedures that serve the public interest and provide each qualified vendor an equal opportunity to furnish goods and services to the district.

Every contract for the performance of work or the purchase or lease of materials or supplies not exempted by law will be subject to public bidding whenever the aggregate value of such a contract within one contract year exceeds the bid threshold established by law and in accordance with N.J.S.A. 18A:18A-3.(a). Whenever possible, purchases will be aggregated; purchases may not intentionally be divided to avoid the requirements for competitive bidding as required in N.J.S.A. 18A:18A-8. The purchase of textbooks and materials that exceed the bid threshold and are approved by the Board pursuant to N.J.S.A. 18A:34-1 shall not require the further adoption of a resolution for purchase.

Bid specifications will be prepared and/or are coordinated by the Business Administrator. Each bid specification will offer a common standard of competition and will assert the Board's right to accept reasonable equivalents and to reject all bids and readvertise. The Business Administrator is authorized to advertise for bids in accordance with N.J.S.A. 18A:18A-21 without the prior approval of the Board, but shall inform the Board of any such advertisement at the Board meeting next following. Records of advertisements will be kept in detail sufficient to show that a reasonable number of qualified vendors were invited to bid.

Bids shall be opened publicly by the Business Administrator or designee before one or more witnesses at a previously designated time and place. Contracts will be awarded, on a resolution duly adopted by the Board, to the lowest responsible bidder who submits the lowest responsible bid, except that the Board may choose to reject all bids, to readvertise, or to purchase under a State contract. The Board may disqualify a bidder who would otherwise be determined to be the lowest responsible bidder in accordance with N.J.S.A. 18A:18A-4. Whenever two or more bids are the lowest bids submitted by responsible bidders, the Board shall determine to which bidder the contract will be awarded.

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The bid of a vendor who claims, before bids are opened, a mistake or omission in its preparation will be returned unopened, and the vendor shall lose the right to bid. A bidder who discovers a mistake or omission after bids have been opened may withdraw the erroneous bid provided he or she gives immediate written notice of the mistake or omission and certification, supported by clear evidence, that he or she exercised reasonable care in the examination of the specifications and preparation of the bid. Any bidder who withdraws an opened bid shall forfeit any bid security deposited with the bid in accordance with law.

In accordance with the provisions of N.J.A.C. 6A:23A-5.4, pursuant to the authority granted the Commissioner of Education under N.J.S.A. 18A:55-2 and N.J.S.A. 18A:7F-60, the Commissioner shall subject to review for the withholding of State funds any school district that fails to obey the provisions of the Public Contract law, N.J.S.A. 18A:18A-1 et seq. The amount of funds to be withheld shall equal the amount of the contract awarded in violation of the provisions of N.J.S.A. 18A:18A-1 et seq. except for violations related to the award of contracts under the extraordinary unspecifiable services (EUS) provision which shall be governed by the provisions of N.J.S.A. 18A:18A-46.1.

N.J.S.A. 18A:18A-1 et seq.

N.J.A.C. 6A:23A-5.4; 6A:27-9.1 et seq.

First Reading: September 25, 2018

Second Reading: October 30, 2018

## **R 6320 PURCHASES SUBJECT TO BID**

### A. Definitions

1. "Purchasing agent" means the School Business Administrator/Board Secretary or the Business Manager of the Board of Education duly assigned the authority, responsibility and accountability for the purchasing activity of the Board and having the power to prepare advertisements, to advertise for and receive bids and to award contracts as permitted by this chapter, but if there be no School Business Administrator/Board Secretary or Business Manager, such officer, committees or employees to whom such power has been delegated by the Board.
2. "Aggregate" means the sums expended or to be expended for the provision or performance of any goods or services in connection with the same immediate purpose or task, or the furnishing of similar goods or services, during the same contract year through a contract awarded by a purchasing agent.
3. "Bid threshold" means the dollar amount set in N.J.S.A. 18A:18A-3, above which a Board shall advertise for and receive sealed bids in accordance with procedures set forth in N.J.S.A. 18A:18A-1 et seq.
4. "Contract year" means the period of twelve consecutive months following the award of a contract.
5. "Goods and services" or "goods or services" means any work, labor, commodities, equipment, materials, or supplies of any tangible or intangible nature, except real property or any interest therein, provided or performed through a contract awarded by a purchasing agent, including goods and property subject to N.J.S.A. 12A:2-101 et seq.
6. "Lowest price" means the least possible amount that meets all requirements of the request of a purchasing agent.
7. "Lowest responsible bidder or vendor" means the bidder or vendor: (1) whose response to a request for bids offers the lowest price and is responsive; and (2) who is responsible.

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8. "Official newspaper" means any newspaper designated by the Board pursuant to R.S.35:1-1 et seq.
9. "Quotation" means the response to a formal or informal request made by a purchasing agent to a vendor for provision or performance of goods or services, when the aggregate cost is less than the bid threshold. Quotations may be in writing or taken verbally if a record is kept by the purchasing agent.
10. "Responsible" means able to complete the contract in accordance with its requirements, including but not limited to requirements pertaining to experience, moral integrity, operating capacity, financial capacity, credit, and workforce, equipment, and facilities availability.
11. "Responsive" means conforming in all material respects to the terms and conditions, specifications, legal requirements, and other provisions of the request.
12. "Proprietary" means goods or services of a specialized nature, that may be made or marketed by a person or persons having the exclusive right to make or sell them, when the need for such goods or services has been certified in writing by the Board to be necessary for the conduct of its affairs.
13. "Service or services" means the performance of work, or the furnishing of labor, time, or effort, or any combination thereof, not involving or connected to the delivery or ownership of a specified end product or goods or a manufacturing process. Service or services may also include an arrangement in which a vendor compensates the Board for the vendor's right to operate a concession.

**B. Solicitation of Bids**

1. Bids will be solicited by advertisements placed by the Business Administrator in strict compliance with N.J.S.A. 18A:18A-21 and Policy No. 6320. Any advertisements placed without the prior approval of the Board will be reported to the Board at its next meeting.

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2. Each specification will offer a clearly stated, common standard of competition and will assert the Board's right to accept reasonable equivalents and to reject all bids in accordance with N.J.S.A. 18A:18A-22 and to readvertise. Each specification will also include the Board's right to disqualify a bidder in accordance with N.J.S.A. 18A:18A-4 et seq. Bid specifications will not be proprietary as to exclude bidders without the opportunity to provide equivalent goods and/or services.
3. The Business Administrator will maintain a copy of each bid advertisement and will record the newspaper in which it was advertised and the dates on which it was published.

C. Bid Requirements

1. Bids must be prepared on forms supplied by the school district and must be fully completed, in ink or typewritten, and signed by the bidder. Oral revisions will not be accepted.
2. Bid prices must include delivery to the point of use, unpacking when required, and installation when required. As necessary, bidders may be required to provide instruction in the use and care of equipment delivered both by demonstration and in written form.
3. Bids must include unit prices as well as the total price. In any error in extension, the unit price shall be considered the accurate figure.
4. Because the school district is exempt from the payment of sales and use taxes, all charges for taxes must be borne by the bidder.
5. The bid must note in detail any deviations from specifications. When the specifications indicate a product of a particular manufacturer, model, or brand, the bidder shall bid that particular manufacturer, model, or brand or, unless the specifications prohibit substitution, a substitute proven to be of equal or better grade. If a substitute is bid, the bid must include detailed documentation of its equivalency. Bidders may be required to submit samples of materials or products, to be retained by the Board. The Board shall determine the equivalency or acceptability of any substitute.

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6. The manufacturer's written warranties and guarantees must accompany each bid. Bidders should state in writing any additional guarantees that will become a part of the bid and considered in making the award.
7. The bid shall include a delivery date or the date on which services bid upon will commence.
8. Where applicable, service facilities and convenience of service will be considered as part of the bid and should be included by the bidder. When necessary, a bidder shall submit evidence of his or her ability to provide proper installation, service, and supplies and/or indicate that the provision of the services and supplies is a regular and continuous part of the bidder's business.
9. Where necessary, the bidder shall certify that all applicable Federal and State laws, municipal ordinances, and Board policies have been obeyed in the manufacture, processing, packaging, delivery, and sale of goods and services to the school district. The bidder must declare compliance with:
  - a. Affirmative action requirements, pursuant to N.J.S.A. 18A:18A-51,
  - b. Stockholders' disclosure statement, pursuant to N.J.S.A. 18A:12-2,
  - c. Non-collusion certification, pursuant to N.J.S.A. 18A:6-8,
  - d. And all other documents so required by law and the bid specification.
10. The bidder must declare that no member of the Board or any officer or employee of the school district is directly or indirectly interested in the contract or purchase bid on.

**D. Receipt of Bids**

1. Bids will be received at the time and place announced and will be opened by the Business Administrator or designee in accordance with law. All bids will be submitted in sealed envelopes clearly marked with the words "BID OPENING," the date and time of the opening, and the nature of the contract bid on.
2. Each bid will be accompanied by a deposit for bid security, which will be returned to unsuccessful bidders.

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3. A written request for the withdrawal of a bid will be granted if the request is received by the Business Administrator before the scheduled time for opening bids.
4. A bidder who claims, before bids are opened, that a mistake has been made in its preparation will be allowed to withdraw the bid but will lose the right to bid.
5. A bidder who discovers a mistake or omission after bids have been opened may withdraw the erroneous bid provided the bidder gives immediate written notice of the mistake or omission and certification supported by clear evidence, that he or she exercised reasonable care in the examination of the specifications and preparation of the bid. Any bidder who withdraws an open bid shall forfeit any bid security deposit with the bid.

E. Award of Contract

1. Bids will be opened by the Business Administrator or designee in the presence of one or more witnesses, at the time and place advertised.
2. The Board will award and sign a contract or reject all bids in accordance with N.J.S.A. 18A:18A-36 and within the time as may be specified in the invitation to bid, but in no case more than sixty days, except that the bids of any bidders who consent may, at the request of the Board, be held for consideration for such longer period as may be agreed.
3. The Board will award the contract to the lowest responsible bidder or will reject all bids. If all bids are rejected, the Board will readvertise or purchase under a state contract.
4. The Board reserves the right to reject any bid and may waive technical deficiencies in an otherwise acceptable bid when such waiver is in the public interest.
5. No contract or order awarded by the Board shall be sublet or assigned without the written consent of the Business Administrator.

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6. The successful bidder may be required in the bid specifications and upon award of the contract to furnish a surety or performance bond issued by a responsible surety company authorized to transact business in New Jersey, for 100% of the total contract price, insuring faithful performance of the contract. The bond, pursuant to N.J.S.A. 18A:18A-23 and 24, shall be payable to the Board and the cost of the bond is to be included in the bid.
7. The bidder's failure to perform his or her contract with the Board in accordance with the bid accepted by the Board or failure to meet performance bond requirements may result in forfeiture of the bidder's deposit as liquidated damages and not as a penalty.
8. Every bidder is assumed to be acquainted with all the information necessary for the submission of an informed and responsible bid. A successful bidder will be responsible for any errors in his or her proposal resulting from the bidder's failure or neglect to obtain information and forecast costs. The Board will not be responsible for any change in anticipated profits resulting from such failure or neglect.
9. When a contractor fails to perform the terms of the contract promptly, the Board shall give written notice of default. If the contractor fails to cure the default within the time permitted by the notice, the Board may terminate the contract and, at the expense of the contractor or the surety, complete the contract or cause the contract to be completed.

F. Bidder Disqualification

1. The Board may, by resolution approved by a majority of the Board, and pursuant to N.J.S.A. 18A:18A-4 disqualify a bidder who would otherwise be determined to be the lowest responsible bidder, if the Board finds that it has had prior negative experience with the bidder.
  - a. As used in this section, "prior negative experience" means any of the following:
    - (1) The bidder has been found, through either court adjudication, arbitration, mediation, or other contractually stipulated alternate dispute resolution mechanism, to have: failed to provide or perform goods or services; or failed to complete the contract in a timely manner; or otherwise performed unsatisfactorily under a prior contract with the Board;

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- (2) The bidder defaulted on a contract, thereby requiring the Board to utilize the services of another contractor to provide the goods or perform the services or to correct or complete the contract;
  - (3) The bidder defaulted on a contract, thereby requiring the Board to look to the bidder's surety for completion of the contract or tender of the costs of completion; or
  - (4) The bidder is debarred or suspended from contracting with any of the agencies or departments of the executive branch of the State of New Jersey at the time of the contract award, whether or not the action was based on experience with the Board.
- b. The following conditions apply if the Board is contemplating a disqualification based on prior negative experience:
- (1) The existence of any of the indicators of prior negative experience set forth in this section shall not require that a bidder be disqualified. In each instance, the decision to disqualify shall be made within the discretion of the Board and shall be rendered in the best interests of the Board.
  - (2) All mitigating factors shall be considered in determining the seriousness of the prior negative experience and in deciding whether disqualification is warranted.
  - (3) The bidder shall be furnished by the Board with a written notice:
    - (a) Stating that a disqualification is being considered;
    - (b) Setting forth the reason for the disqualification; and
    - (c) Indicating that the bidder shall be accorded an opportunity for a hearing before the Board if the bidder so requests within a stated period of time. At the hearing, the bidder shall show good cause why the bidder should not be disqualified by presenting documents and testimony. If the Board determines that good cause has not been shown by the bidder, it may vote

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to find the bidder lacking in responsibility and, thus, disqualified.

- (4) Disqualification shall be for a reasonable, defined period of time which shall not exceed five years.
- (5) A disqualification, other than a disqualification pursuant to which a Board is prohibited by law from entering into a contract with a bidder, may be voided or the period thereof may be reduced, in the discretion of the Board, upon the submission of a good faith application under oath, supported by documentary evidence, setting forth substantial and appropriate grounds for the granting of relief, such as reversal of a judgment, or actual change of ownership, management or control of the bidder.
- (6) An opportunity for a hearing need not be offered to a bidder whose disqualification is based on its suspension or debarment by an agency or department of the executive branch of the State of New Jersey. The term of such a disqualification shall be concurrent with the term of the suspension or debarment by the State agency or department.

In Effect:

## **6340 MULTIPLE YEAR CONTRACTS**

The Board of Education may enter a multiple year contract for goods and services permitted by law whenever the extended contract will serve the needs of the district and yield greater return for the expenditure.

The Business Administrator is directed to investigate the advantage to the district of multiple year contracts. Investigation should include, but need not be limited to, a comparison of the costs of multiple year and single year contracts, an analysis of trends in the costs and availability of the goods or services to be provided, the projected needs of the district, and an inquiry into the reliability and stability of the vendor.

Except for those contracts exempted from the requirement by law, all multiple year contracts will contain a cancellation clause or a clause conditioning annual extension of the contract on the appropriation of sufficient funds to meet the Board's obligation.

All multiple year contracts must be approved by the Board. When the estimated annual cost of a multiple year contract exceeds the bid threshold established by law and the subject of the contract is not exempt from bidding, the contract shall be advertised in accordance with law and the bidding procedures of this district.

N.J.S.A. 18A:18A-5; 18A:18A-42

First Reading: September 25, 2018

Second Reading: October 30, 2018

Adopted:

## **R 6340 MULTIPLE YEAR CONTRACTS**

- A. All contracts for the provision or performance of goods or services will be awarded for a period not to exceed twenty-four consecutive months, except that contracts for professional services pursuant to paragraph (1) of subsection a. of N.J.S.A. 18A:18A-5 shall be awarded for a period not to exceed twelve consecutive months.
- B. The Board may award a contract for longer periods of time as follows:
1. Supplying of:
    - a. Fuel for heating purposes, for any term not exceeding in the aggregate, three years;
    - b. Fuel or oil for use of automobiles, autobuses, motor vehicles or equipment, for any term not exceeding in the aggregate, three years;
    - c. Thermal energy produced by a cogeneration facility, for use for heating or air conditioning or both, for any term not exceeding forty years, when the contract is approved by the Board of Public Utilities. For the purposes of this paragraph, "cogeneration" means the simultaneous production in one facility of electric power and other forms of useful energy such as heating or process steam; or
  2. Plowing and removal of snow and ice, for any term not exceeding in the aggregate, three years; or
  3. Collection and disposal of garbage and refuse, for any term not exceeding in the aggregate, three years; or
  4. Data processing service, for any term of not more than seven years; or

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5. Insurance, including the purchase of insurance coverages, insurance consultant or administrative services, and including participation in a joint self-insurance fund, risk management program or related services provided by a school Board insurance group, or participation in an insurance fund established by a county pursuant to N.J.S.A. 40A:10-6, or a joint insurance fund established pursuant to P.L.1983, c.372 (C.40A:10-36 et seq.), for any term of not more than three years; or
6. Leasing or servicing of automobiles, motor vehicles, electronic communications equipment, machinery and equipment of every nature and kind and textbooks and non-consumable instructional materials, for any term not exceeding in the aggregate, five years; provided, however, such contracts shall be awarded only subject to and in accordance with rules and regulations promulgated by the State Board of Education; or
7. Supplying of any product or the rendering of any service by a company providing voice, data, transmission or switching services, for a term not exceeding five years; or
8. Driver education instruction conducted by private, licensed driver education schools, for any term not exceeding in the aggregate, three years;
9. Provision or performance of goods or services for the purpose of conserving energy in the buildings owned by any local Board of education, the entire price of which shall be established as a percentage of the resultant savings in energy costs, for a term not to exceed fifteen years; except that these contracts shall be entered into only subject to and in accordance with guidelines promulgated by the Board of Public Utilities establishing a methodology for computing energy costs;
10. Any single project for the construction, reconstruction or rehabilitation of any public building, structure or facility, or any public works project, including the retention of the services of any architect or engineer in connection therewith, for the length of time authorized and necessary for the completion of the actual construction;
11. Laundry service and the rental, supply and cleaning of uniforms for any term of not more than three years;

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12. Food supplies and food services for any term of not more than three years;
  13. Purchases made under a contract awarded by the Director of the Division of Purchase and Property in the Department of the Treasury for use by counties, municipalities or other contracting units pursuant to section 3 of P.L.1969, c.104 (C.52:25-16.1), for a term not to exceed the term of that contract.
- C. Any contract for services other than professional services, the statutory length of which contract is for three years or less, may include provisions for no more than one two-year, or two one-year, extensions, subject to the following limitations:
1. The contract must be awarded by resolution of the Board upon a finding by the Board that the services are being performed in an effective and efficient manner;
  2. No such contract shall be extended so that it runs for more than a total of five consecutive years;
  3. Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the twelve months preceding the most recent quarterly calculation available at the time the contract is renewed; and the terms and conditions of the contract remain substantially the same.
- D. All multiyear leases and contracts entered into pursuant to N.J.S.A. 18A:18A-42, including any two-year or one-year extensions, except contracts for insurance coverages, insurance consultant or administrative services, participation or membership in a joint self-insurance fund, risk management programs or related services of a school Board insurance group, participation in an insurance fund established by a county pursuant to N.J.S.A. 40A:10-6 or contracts for thermal energy authorized pursuant to subsection a. above, and contracts for the provision or performance of goods or services to promote energy conservation authorized pursuant to B.9. of this regulation shall contain a clause making them subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation, or contain an annual cancellation clause.

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- E. All contracts shall cease to have effect at the end of the contracted period and shall not be extended by any mechanism or provision, unless in conformance with the "Public School Contracts Law," N.J.S.A. 18A:18A-1 et seq., except that a contract may be extended by mutual agreement of the parties to the contract when a Board of Education has commenced rebidding prior to the time the contract expires or when the awarding of a contract is pending at the time the contract expires.

In Effect:

## **6360 - POLITICAL CONTRIBUTIONS**

### Political Contribution Disclosure Requirements

In accordance with the requirements of Section 2 of P.L. 2005, Chapter 271 (N.J.S.A. 19:44A-20.26), the Board of Education shall have on file, to be maintained with other documents related to a contract, the following documents to award a contract to any business entity receiving a contract with an anticipated value in excess of \$17,500, regardless of the basis upon which the contract is awarded:

1. A Political Contribution Disclosure (PCD) form submitted by the business entity (at least ten days prior to award); and
2. A Business Registration Certificate (anytime prior to award).

“Business entity” means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other State or foreign jurisdiction.

The \$17,500 contract amount is not related to the Board’s bid threshold and does not exempt the district from the requirements of the Public School Contracts Law or other applicable purchasing statutes.

The \$17,500 contract amount threshold is subject to the principle of aggregation rules in accordance with the Division of Local Government Services guidance. Unlike the Public School Contracts Law, aggregation thresholds for this Policy and Chapter 271 purposes shall be calculated at the vendor level – meaning, when a vendor receives more than \$17,500 in a school district’s fiscal year, a PCD form shall be required.

The disclosure provisions of N.J.S.A. 19:44A-20.26 do not apply in cases where there is a “public emergency” that requires the immediate delivery of goods or services.

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**Political Contributions**  
**M**

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Insurance companies and banks are prohibited under State law from making political contributions. However, because the PCD form reflects contributions made by partners, Boards of Directors, spouses, etc., PCD forms are required ten days prior to the approval of a depository designation resolution or insurance company contract awarded by the Board. A PCD form is also required when a contract in excess of \$17,500 is made to an insurance broker. A PCD form is required from the company receiving the contract, regardless of the entity issuing an insurance policy.

PCD forms are required for Board of Education contracts in excess of \$17,500 with a New Jersey Department of Education “Approved In-State Private School for the Disabled.” Chapter 271 also applies to in-State private special education schools, supplemental educational services under NCLB, early childhood school providers – DHS approved, and other similar programs.

If the school district spends more than \$17,500 in a school year with a newspaper, the selection of the newspaper is subject to the provisions of Chapter 271.

PCD forms are not required for regulated public utility services, as the Board is required by the Board of Public Utilities to use a specific utility. This exception does not apply to non-regulated public utility services, such as generated energy (not tariffed), or long-distance telephone services where other procurement practices are used.

PCD forms are not required for membership to the New Jersey School Boards Association.

A non-profit organization having proper documentation from the Internal Revenue Service (IRS) showing it is registered with the IRS as a 501(c) type corporation is not required to file a PCD form.

A PCD form is not required for contracts with governmental agencies, including State colleges and universities.

If the original contract provided for the possibility of an extension(s), Chapter 271 compliance is not required if the extension/continuation is based on that original contract.

N.J.S.A. 19:44A-1 et seq.

N.J.A.C. 6A:23A-6.3

New Jersey Department of Community Affairs Local Finance Notices - 6/4/07 & 1/15/10

First Reading: September 25, 2018

Second Reading: October 30, 2018

*Regulations Follow*

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## **6421 PURCHASES BUDGETED**

The Board of Education directs the establishment of procedures for the purchase of budgeted goods and services that will make prudent use of district resources and yield the maximum value for the school district. The Business Administrator shall authorize all purchases that are within a budget line item and are consistent with the purpose for which the funds were appropriated

No purchase order may be placed until the Business Administrator has determined whether the proposed purchase is subject to bid, whether sufficient funds exist in the line item, and whether the goods are available elsewhere in the district.

Whenever the estimated value of a purchase or contract for goods or services other than professional services N.J.S.A. 18A:18A-5(1) and work by employees of the Board N.J.S.A. 18A:18A-5(3) is fifteen percent or more of the bid threshold established in accordance with N.J.S.A. 18A:18A-3 and N.J.S.A. 18A:18A-37 and is not made under a state contract, the purchasing agent shall, whenever practicable, solicit at least two quotations from independent vendors. All quotations received will be attached to and retained with a copy of the voucher used to pay the vendor.

The purchase or contract may be awarded on the basis of the lowest responsible quotation received or to the vendor who submits the quotation most advantageous to the Board on the basis of price and other factors. If it is determined that it is impractical to seek quotations for an extraordinary, unspecifiable service or that the purchase or contract for which quotations were sought should not be awarded on the basis of the lowest quotation received, the reasons for that determination will be set forth in writing and attached to the resulting purchase order or contract.

Supplies commonly used in the various schools will be standardized to the extent that it is educationally feasible to do so. Alternate suggestions will be made to a requisitioner if better service, delivery, economy, or utility can be achieved by a change in the proposed order.

When a purchase order is placed or a contract entered, the Business Administrator shall commit the expenditure against a specific budget line item or project category in order to guard against the creation of liabilities in excess of appropriations.

N.J.S.A. 18A:18A-1 et seq.; 18A:18A-37; 18A:22-8  
N.J.A.C. 5:34-2.1; 5:34-2.2

First Reading: September 25, 2018  
Second Reading: October 30, 2018

## **R 6421 PURCHASES BUDGETED**

### A. Definitions

1. "Purchasing agent" means the School Business Administrator/Board Secretary or the Business Manager of the Board of Education duly assigned the authority, responsibility and accountability for the purchasing activity of the Board and having the power to prepare advertisements, to advertise for and receive bids and to award contracts as permitted by this chapter, but if there be no School Business Administrator/Board Secretary or Business Manager, such officer, committees or employees to whom such power has been delegated by the Board.
2. "Extraordinary unspecifiable services" means services which are specialized and qualitative in nature requiring expertise, extensive training and proven reputation in the field of endeavor.
3. "Professional services" means services rendered or performed by a person authorized by law to practice a recognized profession and whose practice is regulated by law and the performance of which services requires knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction and study as distinguished from general academic instruction or apprenticeship and training. Professional services may also mean services rendered in the provision or performance of goods or services that are original and creative in character in a recognized field of artistic endeavor.
4. "Aggregate" means the sums expended or to be expended for the provision or performance of any goods or services in connection with the same immediate purpose or task, or the furnishing of similar goods or services, during the same contract year through a contract awarded by a purchasing agent.
5. "Bid threshold" means the dollar amount set in N.J.S.A. 18A:18A-3, above which a Board shall advertise for and receive sealed bids in accordance with procedures set forth in N.J.S.A. 18A:18A-1 et seq.
6. "Contract year" means the period of twelve consecutive months following the award of a contract.

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**R 6421**  
**Purchases Budgeted**

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7. "Competitive contracting" means the method described in sections 45 through 49 of P.L.1999, c.440 (C.18A:18A-4.1 through C.18A:18A-4.5) of contracting for specialized goods and services in which formal proposals are solicited from vendors; formal proposals are evaluated by the purchasing agent or counsel or School Business Administrator; and the Board awards a contract to a vendor or vendors from among the formal proposals received.
8. "Goods and services" or "goods or services" means any work, labor, commodities, equipment, materials, or supplies of any tangible or intangible nature, except real property or any interest therein, provided or performed through a contract awarded by a purchasing agent, including goods and property subject to N.J.S.A. 12A:2-101 et seq.
9. "Library and educational goods and services" means textbooks, copyrighted materials, student produced publications and services incidental thereto, including but not limited to books, periodicals, newspapers, documents, pamphlets, photographs, reproductions, microfilms, pictorial or graphic works, musical scores, maps, charts, globes, sound recordings, slides, films, filmstrips, video and magnetic tapes, other printed or published matter and audiovisual and other materials of a similar nature, necessary binding or rebinding of library materials, and specialized computer software used as a supplement or in lieu of textbooks or reference material.
10. "Lowest price" means the least possible amount that meets all requirements of the request of a purchasing agent.
11. "Lowest responsible bidder or vendor" means the bidder or vendor: (1) whose response to a request for bids offers the lowest price and is responsive; and (2) who is responsible.
12. "Official newspaper" means any newspaper designated by the Board pursuant to R.S.35:1-1 et seq.
13. "Purchase order" means a document issued by the purchasing agent authorizing a purchase transaction with a vendor to provide or perform goods or services to the Board, which, when fulfilled in accordance with the terms and conditions of a request of a purchasing agent and other provisions and procedures that may be established by the Board, will result in payment by the Board.

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14. "Quotation" means the response to a formal or informal request made by a purchasing agent to a vendor for provision or performance of goods or services, when the aggregate cost is less than the bid threshold. Quotations may be in writing, or taken verbally if a record is kept by the purchasing agent.
  15. "Responsible" means able to complete the contract in accordance with its requirements, including but not limited to requirements pertaining to experience, moral integrity, operating capacity, financial capacity, credit, and workforce, equipment, and facilities availability.
  16. "Responsive" means conforming in all material respects to the terms and conditions, specifications, legal requirements, and other provisions of the request.
  17. "Concession" means the granting of a license or right to act for or on behalf of the Board, or to provide a service requiring the approval or endorsement of the Board, and which may or may not involve a payment or exchange, or provision of services by or to the Board, provided that the term concession shall not include vending machines.
  18. "Proprietary" means goods or services of a specialized nature, that may be made or marketed by a person or persons having the exclusive right to make or sell them, when the need for such goods or services has been certified in writing by the Board to be necessary for the conduct of its affairs.
  19. "Service or services" means the performance of work, or the furnishing of labor, time, or effort, or any combination thereof, not involving or connected to the delivery or ownership of a specified end product or goods or a manufacturing process. Service or services may also include an arrangement in which a vendor compensates the Board for the vendor's right to operate a concession.
- B. All purchasing for the school district will be conducted under the authority of the purchasing agent as defined in N.J.S.A. 18A:18A-2.b. and as designated by the Board.
- C. Any contract, the amount of which exceeds the bid threshold, shall be negotiated and awarded by the Board by resolution at a public meeting without public advertising for bids and bidding therefor if the subject matter thereof consists of:

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**Purchases Budgeted**

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1. Professional services. The Board will in each instance state supporting reasons for its action in the resolution awarding each contract and shall forthwith cause to be printed once, in an official newspaper, a brief notice stating the nature, duration, service and amount of the contract, and that the resolution and contract are on file and available for public inspection in the office of the Board;
2. Extraordinary unspecifiable services which cannot reasonably be described by written specifications. The Board will in each instance state supporting reasons for its action in the resolution awarding the contract for extraordinary unspecifiable services and shall forthwith cause to be printed, in the manner set forth in C.1. above a brief notice of the award of such contract;
3. The doing of any work by employees of the Board;
4. The printing of all legal notices; and legal briefs, records and appendices to be used in any legal proceeding in which the Board may be a party;
5. Library and educational goods and services;
6. Food supplies, including food supplies for home economics classes, when purchased pursuant to rules and regulations of the State Board and in accordance with the provisions of N.J.S.A. 18A:18A-6;
7. The supplying of any product or the rendering of any service by a public utility, which is subject to the jurisdiction of the Board of Public Utilities, in accordance with the tariffs and schedules of charges made, charged and exacted, filed with said Board;
8. The printing of bonds and documents necessary to the issuance and sale thereof by a Board;
9. Equipment repair service if in the nature of an extraordinary unspecifiable service and necessary parts furnished in connection with such services, which exception shall be in accordance with the requirements for extraordinary unspecifiable services;
10. Insurance, including the purchase of insurance coverage and consultant services, which exception shall be in accordance with the requirements for extraordinary unspecifiable services;

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11. Publishing of legal notices in newspapers as required by law;
  12. The acquisition of artifacts or other items of unique intrinsic, artistic or historic character;
  13. Those goods and services necessary or required to prepare and conduct an election;
  14. The doing of any work by persons with disabilities employed by a sheltered workshop;
  15. Expenses for travel and conferences;
  16. The provision or performance of goods or services for the support or maintenance of proprietary computer hardware and software, except that this provision shall not be utilized to acquire or upgrade non-proprietary hardware or acquire or update non-proprietary software;
  17. Purchases of goods and services at rates set by the Universal Service Fund administered by the Federal Communications Commission;
  18. Goods and services paid with funds that: are raised by or collected from students to support the purchase of student oriented items or materials, such as yearbooks, class rings, and a class gift; and are deposited in school or student activity accounts; and require no budget appropriation from the Board;
  19. Food services provided by food service management companies pursuant to procedures established by the New Jersey Department of Agriculture, Bureau of Child Nutrition Programs;
  20. Vending machines providing food or drink.
- D. Any contract, the amount of which exceeds the bid threshold, shall be negotiated and awarded by the Board by resolution at a public meeting without public advertising for bids and bidding therefor
1. If the contract is to be made or entered into with the United States of America, the State of New Jersey, county or municipality or any Board, body, officer, agency, authority or Board or any other State or subdivision thereof.

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**Purchases Budgeted**

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2. Bids have been advertised pursuant to N.J.S.A. 18A:18A-4 on two occasions and
  - a. No bids have been received on both occasions in response to the advertisement, or
  - b. The Board has rejected such bids on two occasions because it has determined that they are not reasonable as to price, on the basis of cost estimates prepared for or by the prior to the advertising therefor, or have not been independently arrived at in open competition, or
  - c. On one occasion no bids were received pursuant to a. above and on one occasion all bids were rejected pursuant to b. above, in whatever sequence; any such contract may then be negotiated and may be awarded upon adoption of a resolution by a two-thirds affirmative vote of the authorized membership of the Board authorizing such a contract; provided, however, that:
    - (1) A reasonable effort is first made by the Board to determine that the same or equivalent goods or services, at a cost which is lower than the negotiated price, are not available from an agency or authority of the United States, the State of New Jersey or of the county in which the Board is located, or any municipality in close proximity to the Board;
    - (2) The terms, conditions, restrictions and specifications set forth in the negotiated contract are not substantially different from those which were the subject of competitive bidding pursuant to N.J.S.A. 18A:18A-4; and
    - (3) Any minor amendment or modification of any of the terms, conditions, restrictions and specifications which were the subject of competitive bidding pursuant to N.J.S.A. 18A:18A-4 shall be stated in the resolution awarding the contract; provided further, however, that if on the second occasion the bids received are rejected as unreasonable as to price, the Board will notify each responsible bidder submitting bids on the second occasion of its intention to negotiate, and afford each bidder a reasonable opportunity to negotiate, but the Board shall not award such contract unless the negotiated price is lower than the lowest rejected bid price submitted on the second occasion by a responsible bidder, is the lowest negotiated price offered by any responsible vendor, and is a reasonable price for such goods or services.

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**Purchases Budgeted**

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3. Whenever the Board determines that a bid was not arrived at independently in open competition pursuant to subsection c.(2) of N.J.S.A. 18A:18A-5, it shall thereupon notify the county prosecutor of the county in which the Board is located and the Attorney General of the facts upon which its determination is based, and when appropriate, it may institute appropriate proceedings in any State or federal court of competent jurisdiction for a violation of any State or federal antitrust law or laws relating to the unlawful restraint of trade.
4. The Board has solicited and received at least three quotations on materials, supplies or equipment for which a State contract has been issued pursuant to N.J.S.A. 18A:18A-10, and the lowest responsible quotation is at least 10% less than the price the Board would be charged for the identical materials, supplies or equipment, in the same quantities, under the State contract. Any such contract will be entered into in accordance with N.J.S.A. 18A:18A-5.e. and may be made, negotiated or awarded only upon adoption of a resolution by the affirmative vote of two-thirds of the full membership of the Board at a meeting thereof authorizing such a contract or agreement.

E. Quotations

1. For all contracts that in the aggregate are less than the bid threshold but fifteen percent or more of that amount, and for those contracts that are for subject matter enumerated in subsection a. of N.J.S.A. 18A:18A-5, except for paragraph (1) of that subsection concerning professional services and paragraph (3) of that subsection concerning work by employees of the Board, the purchasing agent shall award the contract after soliciting at least two competitive quotations, if practicable. The award shall be made to a vendor whose response is most advantageous, price and other factors considered. The purchasing agent shall retain the record of the quotation solicitation and shall include a copy of the record with the voucher used to pay the vendor.
2. When in excess of the bid threshold, and after documented effort by the purchasing agent to secure competitive quotations, a contract for extraordinary unspecifiable services may be awarded when the purchasing agent has determined in writing that solicitation of competitive quotations is impracticable. Any such contract shall be awarded by resolution of the Board.

3. Whenever two or more responses to a request of a purchasing agent offer equal prices and are the lowest responsible bids or proposals, the Board may award the contract to the vendor whose response, in the discretion of the Board, is the most advantageous, price and other factors considered. In such a case, the award resolution or purchase order documentation shall explain why the vendor selected is the most advantageous.

F. Requisitions

1. A requisition for goods and/or services may be originated by any school district employee who perceives a need for such goods and/or services.
2. The requisitioner will prepare and electronically approve the requisition, filling in the following information:
  - a. Description and quantity of item or service desired;
  - b. Unit price and total amount (actual or estimated) of proposed purchase;
  - c. Desired brand or vendor;
  - d. The building, program, subject, or class in which the goods or service will be used;
  - e. The name and title of the requisitioner; and
  - f. The date on which the requisition is filed.
3. Requisitions for lost or stolen equipment must be accompanied by an explanatory report.
4. The Principal or immediate supervisor will determine:
  - a. The need for the requisitioned goods or services;
  - b. Whether the desired goods or services are presently available elsewhere in the district or are available without cost from another source;
  - c. The appropriateness of the proposed expenditure;

- d. Whether the requisition can be combined with others for greater efficiency and economy;
  - e. Whether the originator's needs can be better met by an alternate purchase; and
  - f. Whether uncommitted funds remain in the budget allocations to the school or program, sufficient to cover the proposed expenditure.
- 5. A requisition not approved by the Principal or immediate supervisor will be returned to the requisitioner with the reason for its rejection.
  - 6. When approval is given, the Principal or immediate supervisor will electronically approve the requisition.
  - 7. A requisition that originates with a Principal, immediate supervisor, or central office administrator must be approved by the Business Administrator.
  - 8. If the Business Administrator denies approval of a requisition approved or originated by a Principal, immediate supervisor, or central office administrator, he or she will so notify the approver or originator with the reason for the denial.

**G. Purchase Orders**

- 1. Before a purchase order is prepared for an approved requisition, the Business Administrator shall determine whether:
  - a. The proposed purchase is exempt from bid in accordance with N.J.S.A. 18A:18A-5;
  - b. If appropriate, vendors' quotations have been solicited in accordance with F above;
  - c. The requisition can be processed without resort to advertisement for bid or solicitation of quotations; or
  - d. The proposed purchase is in excess of the bid threshold and may be Competitively Contracted in accordance with N.J.S.A. 18A:18A-4.5.

2. A requisition that is not exempt from bid shall be submitted to the Business Administrator for advertisement.
3. Approved requisitions must be authorized as follows:
  - a. If within the budget and not subject to bid, authorized by the Business Administrator;
  - b. If within the budget and subject to bid, authorized by a Board resolution awarding a contract after bid;
  - c. If not in the budget or in excess of the line item allocation, authorized by the Board or, as permitted by Policy No. 6422 between Board meetings, by the Business Administrator.
4. To prepare a purchase order, the Business Administrator shall
  - a. Verify and enter the account to which the purchase will be assigned;
  - b. Assign a purchase order number to the expenditure;
  - c. Verify and enter the name and address of the vendor;
  - d. Verify and enter the description of the goods and/or services, including, as appropriate, the quality standards of the goods sought;
  - e. Verify as necessary, by telephone call to the vendor or by reference to a catalog, and enter the unit cost of the goods and/or services;
  - f. Extend and total costs;
  - g. Check that the requisition has been properly approved and authorized; and
  - h. Determine and enter the desired delivery date and any necessary delivery instructions.
5. Each purchase order will be electronically approved by the Business Administrator.

6. The Business Administrator shall encumber the appropriate account in the amount of the purchase order.
7. Copies of the purchase order will be distributed as follows:
  - a. White copy, to the vendor;
  - b. White copy, to the vendor to be signed as a voucher and returned with invoice;
  - c. Blue copy, to which the requisition and any quotations received or a copy of the Board resolution awarding bid, as appropriate, are attached, retained by business office and filed alphabetically by vendor;
  - d. Yellow copy, to the Principal, supervisor, or central office administrator who approved or originated the requisition, to be returned to the business office when the goods and/or services have been received, checked, and approved as satisfactory;
8. A purchase order may be issued to confirm an oral order given to a vendor under bona fide emergency circumstances, pursuant to Policy No. 6422. A confirmation order will be so designated.
9. Open purchase orders may be written for vendors who regularly provide the school district with certain goods and/or services. Any open purchase order may be exempt from the requirement for bidding, must specify a "not to exceed" amount, and must be closely monitored to determine that the aggregate amount of goods and/or services does not exceed the bid threshold in any twelve month period.

H. Payment

Purchases will be paid in accordance with Policy No. 6470 and Regulation No. 6470.

In Effect:

*Regulations Follow*

**M**

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## **6620 - PETTY CASH**

The Board of Education recognizes the need for a fund for the purpose of making immediate payments of comparatively small amounts.

Pursuant to the provisions of N.J.S.A. 18A:19-13, the Board of Education authorizes the establishment of an imprest petty cash account in the amount of \$12,000 to be located in the Office of the Business Administrator and to serve as a district-wide fund under the control of the Business Administrator. The imprest petty cash fund shall consist of a checking account with a balance not to exceed \$2,000 and an amount of cash not to exceed \$500. The maximum individual expenditure that may be made shall be \$100.00.

At intervals not to exceed two months, the Business Administrator shall report to the Board of Education the amounts disbursed from the imprest petty cash fund.

The imprest petty cash fund shall be replenished through the use of a purchase order.

Individual disbursements from the imprest petty cash fund shall be made through the submission of a Petty Cash Slip with receipts and authorization for payment made by the Business Administrator prior to the release of such payment.

The imprest petty cash fund shall be established on July 1 of each fiscal year. The imprest petty cash fund shall be replenished to the original amount of \$ 2,000 and returned to the depository by June 30 of each fiscal year.

In the absence of the Business Administrator, the Budget, Accounting & Reporting Specialist shall be empowered to control and authorize disbursements from the imprest petty cash fund under the same conditions and limitations.

N.J.S.A. 2C:21-15

N.J.S.A. 18A:19-13; 18A:23-2

N.J.A.C. 6A:23-2.9 et seq.

Approved: March 21, 2000

Revised: December 11, 2007

First Reading: September 25, 2018

Second Reading: October 30, 2018

## **R 6620 PETTY CASH**

Each petty cash fund established by Policy No. 6620 shall be administered in accordance with the following rules:

**A. Authority**

1. The Business Administrator shall assume direct control of the fund or assign direct control to a responsible school employee under his or her direct supervision.
2. Each deposit and expenditure shall be promptly and accurately recorded.

**B. Withdrawal**

1. Each person who seeks petty cash funds shall prepare and sign a written request form stating the amount requested and the purpose of the funds. The requestor will supply receipts or invoices as appropriate to support the request, and all such documents will be attached to the request.
2. The Business Administrator may approve the request for petty cash by signing the written request form.
3. The person who receives the funds in cash will acknowledge receipt by signing the written request form.
4. Any check drawn on a petty cash fund shall be in the exact amount of the request submitted for reimbursement.
5. No cash shall be released from the petty cash box to any person as a loan or in change for a personal check, but change may be made from the petty cash box on a direct exchange of funds in equal amounts.
6. No single petty cash expenditure may exceed \$50.00. No request for funds or supporting receipts will be divided so as to circumvent this rule.

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**R 6620**  
**Petty Cash**

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7. At the end of each school day, the Business Administrator will lock the petty cash box and place it in a secure and locked place.
8. The Business Administrator will retain and file each written request form with supporting documents attached.

C. Reimbursement

1. The Business Administrator will prepare a purchase order for Board approval in an amount equal to that which was disbursed. Supporting documentation will be available for review in the Business Office.
2. The Business Administrator will allocate petty cash expenditures to the various accounts.

In Effect: December 11, 2007  
Revised: