

PENNSVILLE BOARD OF EDUCATION

REGULATION: 6147.1R

EVALUATION OF INDIVIDUAL STUDENT PERFORMANCE

K-12 Forward

The Pennsville School District values the importance of using accurate grading methods to effectively evaluate student achievement. Assigning grades that are valid, reliable, and transparent promotes effective communication of student achievement. Therefore, grading guidelines that address the validity, reliability, and transparency of grades that are assigned to students are essential.

Overall Philosophy

In today's world of education, individual staff and District accountability has increased and come to the forefront. Grading Guidelines increases the validity, reliability, transparency, and accountability of grading, while at the same time demonstrating an accurate account of students' achievement of the standards set forth by the District and the State of New Jersey. Overarching ideas incorporated in the overall philosophy that shaped the grading guidelines are:

- Grading practices must be consistent, valid, reliable, transparent, and fair;
- Grading practices must be consistent within departments and across grade levels;
- Grades must be transparent and easy for parents/guardians and students to understand and calculate;
- Grades are to reflect student achievement of the New Jersey Core Curriculum Content Standards;
- Grades must be a valid measure of student achievement and include multiple and varied types of assessments; and
- Grading practices must incorporate flexibility to allow for course differences.

High School and Middle School Guidelines

The following grading guidelines will be implemented for students in Pennsville Memorial High School and Pennsville Middle School:

A. Total Points and Assessment Categories

- Using total points is the most transparent way for parents/guardians and students to calculate averages.
- Grades are to be standards based.
- Grades must reflect the degree to which the student has mastered the essential knowledge and skills. Refer to sections P and Q for additional information pertaining to secondary Related Arts and Physical Education respectively.
- The grade book will document completion of work, enrichment activities, and

remediation.

- All departments in Grades 6-12 will use the following categories:
 - Homework/Classwork, Minor Assessments, Major Assessments

B. Homework

- Homework is not to be accepted late, unless provided for in a student's Individualized Education Plan ("IEP"), Section 504 Accommodation Plan, and/or other similarly developed academic plan.

C. Extra Credit

- If a teacher chooses to offer extra credit, it must be standards based and offered to all students in that course.
- Extra credit can be no more than 5% per assignment.
- Extra credit must be used by the teacher judiciously.

D. Absences

- Students who are absent, whether excused or unexcused, will be permitted to make up missed work and assessments.
- Students will have at least as many school days as the student was absent to make up work.

E. Zeroes, Cheating, Incompletes, No Grades, and Plagiarism

- If a student is absent on the day that a test and/or quiz is administered or that an assignment for grade is collected, the grade for the test, quiz and/or assignment for grade is to be checked as "M" for missing and a zero placed in the gradebook until the test and/or quiz is taken, or the assignment for grade is completed.
- Students, who have cheated on any minor/major assessment, will be given a "0" with the opportunity for an alternate re-assessment during a non-instructional time to be determined by building administration. If the student chooses to take the alternate re-assessment, the two scores will be averaged. If the student decides not to take the alternate reassessment, the zero will remain.
- Any student who has been caught cheating on a Homework/Classwork assignment will be assessed a "0" for that assignment.
- "EX" is to be used for excused assignments, and it will not be used in the average.
- Marking period, Mid-term, and/or Final exam grades that are incomplete will be placed in the gradebook as a "0" with an "I" for incomplete checked. The "O" will be averaged into the semester or year average as a zero until the work is completed or until the deadline established for finalizing grades.
- Marking period, Mid-Term, and/or Final exam grades that are not graded will be placed in the gradebook as "NG" and are to be given only by Administrative directive from the Building Administrator, Superintendent, or his/her designee.

- Plagiarism is defined as work that is copied from another source and presented as one's own, ranging from an idea to an entire paper. Plagiarism can be avoided through careful attention to proper citation and with the assistance of an online plagiarism prevention and originality checking service such as Turnitin.com.
- A student paper will be deemed to be plagiarized when the final submitted copy contains approximately 15-20% unoriginal work. This figure is a guideline for teachers, who will make the final determination. A smaller percentage of unoriginal writing will be considered faulty citation, and the paper will be graded accordingly.
- Composition assignments found to contain plagiarized work will be given a zero. The student will then have one (1) day in which to write and submit a new assignment. The two grades will then be averaged.
- For a research paper assignment found to contain plagiarized work, the paper will be given a zero, and the student will be allowed one week to complete all the steps necessary for a properly researched and cited paper. The two grades will then be averaged as above.

F. Late work

- All major and minor assignments and assessments shall be accepted late and shall be penalized 10% of the grade for lateness per day. "Late" is defined as any time the established date and time the assignment was made due by the staff member. If a student was absent on the entire day the assignment was due, the student will have as many school days as the student was absent to make up the assignment, unless given additional time by the building administrator due to extenuating circumstances or religious event. In a rotating schedule situation the day count will be assessed as school days, NOT days in which the class period meets.
- Students shall receive a "0" for assignments or assessments that are not turned in by the "late" time defined above. There shall be no exceptions after the due date unless made by the building administrator for an extenuating circumstance or religious event, unless an additional exception is provided by the student's Individualized Education Plan (IEP), Section 504 Accommodation Plan, and/or other similarly developed academic plan.
- An assignment or assessment may be accepted late at any time with or without a grade penalty at the discretion of the building principal for extenuating circumstances.
- Homework will not be accepted late unless an exception is provided for in the student's Individualized Education Plan ("IEP"), Section 504 Accommodation Plan and/or other similarly developed academic plan.
- Students are responsible for obtaining and completing the make-up work in a satisfactory manner and within the time specified by the teacher.

G. Reassessment

- Reassessments are not permitted, unless the teacher determines that the assessment was invalid and/or a reassessment is provided for in a student's Individualized Education

Plan ("IEP"), Section 504 Accommodation Plan and/or other similarly developed academic plan:

- Teacher discretion may be used to postpone an assessment or redo an assessment for unusual extenuating circumstances on a case by case basis, such as family emergency the night before the assessment or illness.
- Programs such as Study Island and/or Accelerated Math, which are based on reassessment of skills until mastery is achieved, are exceptions to the above.
- Revisions in the writing process are not considered reassessment.

H. Bell curves

- Use of the bell curve is not consistent with standards-based assessment, and therefore, is not to be used.

I. Category values

Teachers are to follow guidelines:

1. All assignments will be classified into 1 of 3 categories for all departments in grades 6-12
 - a. Homework/Classwork
 - b. Minor Assessment
 - c. Major Assessment
 2. Each category will have a set point total. Ex. HW/CW = 5-15pts, Minor Assessments = 20-50 pts, Major Assessments = 75-100 pts.
 3. Each category will have a minimum number of assignments per marking period, for a class that meets daily.
 - a. HW/CW - minimum 10 assignments (minimum 50-150 points)
 - b. Minor Assessments - minimum 6 assessments (minimum 120-300 points)
 - c. Major Assessments (benchmarks are included in this category)- minimum 3 assessments (minimum 225-300 points)
 4. Each category will have a minimum number of assignments per marking period, for a class that meets every other day.
 - a. HW/CW - minimum 10 assignments (minimum 50-150 points)
 - b. Minor Assessments - minimum 4 assessments (minimum 100-200 points)
 - c. Major Assessments (benchmarks are included in category) - minimum 2 assessments (minimum 150-200 points)
- Multiple types of assessments are necessary to ensure differentiation of instruction.
 - More emphasis and value are to be placed on summative/academic achievement, which reflects a student's mastery of content skills rather than formative/academic practice.

J. Number of Grades and Frequency of Grades Entered In PowerTeacher

- Students are to be given multiple and varied opportunities to demonstrate their skills and knowledge, which align with the minimum grades per category as referenced in letter "I" Total Points, above.

- Grades are to be recorded in PowerTeacher within one (1) week of the due date.
- Certain assessments, such as research papers and large projects, may be exempted from being recorded in PowerTeacher within one (1) week of the due date. Teachers should use their discretion in these instances and notify students of when the grades will be recorded.

K. Final Marking Periods Grades

- For the first marking period, no student at the high school or middle school will receive a reported grade lower than sixty percent (60%) on his/her report card for a full year course.
- For the second marking period, no student at the middle school shall receive a reported grade lower than sixty percent (60%) on his/her report card for a full year course.
- For the third marking period, no student in the middle school shall receive a reported grade below fifty percent (50%) on his/her report card for a full year course.
- For semester courses, no student at the high school shall receive a reported grade lower than sixty (60%) on his/her report card for the first marking period of the semester.
- Grades for quarter/marketing period courses at the high school have no minimum grade in any marking period.
- For quarter and semester courses at the middle school, no student shall receive a reported grade lower than sixty (60%) on their report card.

L. Group projects

- For any group project, two (2) rubrics must be used to grade group projects: a group grade and an individual grade.
- The individual grade must have a greater value than the group grade.

M. Home projects

- No more than two (2) major assessments in any subject during one marking period shall be home projects other than in a project-based course. Home projects are defined as projects that are done entirely at home and that require a final product other than an essay or paper. A major assessment is defined as comparable to a test grade in value.

N. Honor roll

- The honor roll requirements will be "All A Honor Roll" and an "A and B Honor Roll".

O. English as a Second Language

- Until a student is determined to be fully English proficient, alternative grading procedures will be in effect.

- ESL students with a WIDA language proficiency level of 1.0-2.4 will receive a pass/fail grade. The following will be noted on the student's report card: "Pass/Fail grade assigned due to student's language proficiency."
- ESL students with a WIDA language proficiency level of 2.5-4.4 will receive a final marking period grade of no lower than 78%. The following will be noted on the student's report card: "Student's grade has been modified according to ESL grading guidelines." The student's strengths and weaknesses should also be indicated.
- ESL students with a WIDA language proficiency level of 4.5 and above will be given standard grades equivalent to those assigned to native English speaking peers.
- All ESL students will be given 1 ½ time to complete assessments.

P. Related Arts:

1. Middle School

In the middle school, the teacher should evaluate student progress in terms of individual growth and encourage student self-evaluation through individual and group critiques.

Emphasis should be focused on the creative process rather than the final product. The teacher should use rubric based assessments for student work. Related Arts-educators recognize that some skills may be measured by testing or objective product evaluation. Effective teachers also make evaluative judgments based on expressive measures. The grading criteria established for middle school related arts classes must recognize both of these elements.

Objective scores and documentation of the teacher's professional judgment will be maintained to determine the student's daily/weekly grades. In formulating grades the relative weight of these components may vary from unit to unit. Teachers should use rubrics showing how their subjective assessments translate into grades. When reporting progress, teachers must be sure that the system is easily understood by the students and the parents.

2. High School

In a high school related arts course, evaluation of the student's total experience requires consideration of the individual's aesthetic growth, understanding of art culture and heritage, and development of skills, as well as the quality of creative work. Teacher evaluation must include evidence of artistic growth. Since innovation, imaginative response, and expression are highly valued in the arts, evaluation must be based on the student's individual growth. The teacher's professional judgment is extremely important in evaluating that growth.

In both objective and expressive evaluation, in addition to rubrics, the teacher may use a variety of formal and informal assessment tools (observations, checklists, discussion, portfolios, demonstrations, exhibitions, sketchbooks,

self-evaluation, written and oral reports and tests, and individual and group critiques). For grading purposes, the relative weight of the objective and subjective components will vary depending on the criteria established for the individual unit or project. The student should have a good understanding of the criteria being used for each segment of the curriculum.

Q. Physical Education Courses:

Middle School/High School

For Physical Education courses at the middle school and high school, the teacher should evaluate student progress in terms of individual growth and mastery of the standards, which the State of NJ has adopted for Physical Education. In order for students to show growth and ultimately achieve the standards, participation in all activities is essential.

Due to the physical nature of the activities, which students are performing, proper physical education clothing is required. Failure to provide and maintain all required essentials will result in the loss of all points for that day's activity. Also, due to the size of the groups involved with Physical Education class, cooperation and proper attitude is essential to the safety and productivity of all students; and therefore, points will be deducted for failure to maintain proper safety measures. Points will be given on a daily one hundred point scale, based on the student's mastery of the day's skill(s). One total point grade will be recorded at the end of each week, based on the total number of days' each class meets.

When reporting progress, teachers must be sure that the system is easily understood by the students and the parents. Materials will be distributed to parents that list all possible deductions, which can be received during a given class period.

R. Advanced Placement Courses (AP):

High School

Due to the college-level nature of an AP course and the abbreviated timelines of the course sequence, as it pertains to Global AP Exam Schedules, AP courses will be assessed as follows:

1. All AP courses will still utilize the category language established within this grading policy, ie. HW/CW, Minor Assessments, Major Assessments.
2. All AP Courses will still utilize the point values associated with the categories listed in #1. (See I.2 above)
3. AP Courses will be exempt from the minimum number of assessments in each category, as established in the policy. However, all AP teaching staff will create a syllabus which will outline the anticipated assessments for each marking period during the course. *Syllabus will be reviewed and approved annually by the department supervisor and/or Assistant Superintendent for

Curriculum and Instruction.

ELEMENTARY SCHOOL GUIDELINES

A. Product

- Assessments used for grades will be standards-based without any "non-achievement" factors.
- No work/project is to be used as a product grade, if it is completed at home, unless provided for in a student's Individualized Education Plan ("IEP"), Section 504 Accommodation Plan and/or other similarly developed academic plan.

B. Process

- A student's citizenship grade in grades 2-5 will be part of process with standardized rubric, and a student's Positive Behavior grade in grades K-1 will be derived from school wide standards of behavior and management systems, unless an exception is provided in a student's Individualized Education Plan ("IEP"), Section 504 Accommodation Plan and/or other similarly developed academic plan.
- The rubric scale for a student's citizenship grades 2-5 will be calculated through PowerTeacher as follows: "O" = 100 – 90, "S" = 89 – 75, and "N" = 74 and below.
- A student's citizenship grade in grades 2-5 will be part of process with standardized rubric, and a student's Positive Behavior grade in grades K-1 will be derived from the researched based positive behavior color coded system, unless an exception is provided in a student's Individualized Education Plan ("IEP"), Section 504 Accommodation Plan and/or other similarly developed academic plan.
- One citizenship or Positive Behavior grade per week will be entered in PowerTeacher. Comments will be added for any score of an "N" or "NI". In addition, teachers will add comments in PowerTeacher, if the student earns a lower overall average than usual for more than 2 weeks consecutively. For example, if a student earns an "S" for two weeks in a row, after only ever receiving "O"s since the marking period began, then the teacher will add comments.
- A student's grade is to represent that student's behavior within the school community including classroom, cafeteria, playground, and specials.
- Please see attached Citizenship rubric.

C. Progress

- Student progress will be communicated through comments section on report card, as well as through any other means of communication provided for in a student's Individualized Education Plan ("IEP"), Section 504 Accommodation Plan and/or other similarly developed academic plan.

D. Standards Based Grading (Grades K-1) and Total Points (Grades 2-5)

- Grades are to be standards based. Grades K-1 will utilize a standards-based report card and grades 2-5 will utilize total points.
- Grades must reflect the degree to which the student has mastered the essential knowledge and skills. Grades for special area classes (i.e. art, music, health/physical education) are based on participation, behavior and content understanding.
- The actual earned student grade is to be entered in PowerTeacher; however, no student at the elementary level in grades 2-5 shall receive a reported grade lower than sixty (60%) on his/her report card for any marking period.
- The gradebook in grades 2-5 will document completion of work, enrichment activities, and remediation. The gradebook in grades K-1 will document progress towards mastery of standards using summative assessments with "GW" or "KP" for "Good Work" or "Keep Practicing", respectively. In grades K-1, report card grades will reflect level of mastery towards standards using summative assessments, portfolios, running records, and writing rubrics. Levels of mastery will be reported with "ME" (Meets Expectations) or "NI" (Needs Improvement). Teachers in grades K-1 will utilize common assessments, common benchmarks, and common standard levels of mastery across the grade levels.

E. Zeroes (Grades 2-5)

- Assignments that are not graded will be entered in PowerTeacher as "NG" and are to be given only by administrative directives.
- There will be no point or percentage deduction for late work that is turned in within three (3) days of the due date. However, an assessment may not be turned in for credit after three (3) days of the due date, unless an exception is made by the building administrator for an extenuating circumstance, or an exception is made in a student's Individualized Education Plan ("IEP"), Section 504 Accommodation Plan and/or other similarly developed academic plan.
- An "O" is to be placed in the gradebook for an assignment that is not turned in with an "M" checked in the gradebook for missing. The grade will be calculated as a zero ("O") until the assignment is turned in and scored, unless the assessment is not turned in, as noted above, within three (3) days of the due date. In that event, the "O" will remain in the gradebook and the grade will be calculated as a zero ("O"). However, an exception will be made in situations where additional time for the submission of an assessment beyond the three (3) day time frame noted above is provided for in a student's Individualized Education Plan ("IEP"), Section 504 Accommodation Plan and/or other similarly developed academic plan.
- It will be at the teacher's discretion to determine an assignments' due date.
- Homework will not be accepted late, unless an exception is provided for in a student's Individualized Education Plan ("IEP"), Section 504 Accommodation Plan and/or other similarly developed academic plan.
- Assignments, which are late due to absence, will be treated according to Board policy.
- Assignments will be placed in the gradebook as "O" with "M" checked for missing until

the assignment is completed and turned in for scoring.

F. Extra Credit

- Extra credit is not permitted at the elementary level; however, a teacher may give challenge or bonus questions that may be rewarded in ways other than through grades for correct completion.

G. Honor Roll (Grades 4-5)

- There is an 'All A Honor Roll' and an 'A and B Honor Roll'. To qualify for the 'All A Honor Roll', a student must have an A in all academic subjects and an O in citizenship.
- To qualify for the 'A and B Honor Roll', a student must have an A or B in all academic subjects with at least one A in any one academic subject, and a student must have an "O" or "S" in citizenship.

H. PowerSchool

- Information and "How-to" directions for parents/guardians will be included in the handbook and/or Back to School information packet. The information will include topics such as how to find teacher comments for a specific assignment.

I. Assessments

- The common assessments are to be used in grades 2-5 for end of unit assessments, unless an exception is provided for in a student's Individualized Education Plan ("IEP"), Section 504 Accommodation Plan and/or other similarly developed academic plan.
- Common assessments are to be used in grades K-1 for all assessments used for reporting student progress in PowerTeacher and Report Cards, unless an exception is provided for in a student's Individualized Education Plan ("IEP"), Section 504 Accommodation Plan and/or other similarly developed academic plan.

J. Bell Curve

- Use of the bell curve is not consistent with standards-based assessment; and therefore, is not to be used.

K. Group grades (Grades 2-5)

- Assignments that are completed by groups will be scored using a rubric.
- Students will receive an individual grade for their work on the project and not a group grade.

L. Weighting/Averages (Grades 2-5)

- Categories are not to be weighted. Categories are only to be used to determine the type of assessment.
- End of Unit assessments values are to be consistent across grade levels.
- Reassessments are permitted when the teacher determines that the original assessment results demonstrates the need for more instruction, and/or an exception is provided for in a student's Individualized Education Plan ("IEP"), Section 504 Accommodation Plan and/or other similarly developed academic plan. In addition, teacher discretion may be used to postpone an assessment or redo an assessment for unusual extenuating circumstances on a case by case basis, such as family emergency the night before the assessment or illness.

L. Number and frequency of grades per week entered in PowerSchool

- Students are to be given multiple and varied opportunities to demonstrate their skills and knowledge.
- Teachers will follow guidelines and requirements of building administrators/ supervisors, as well as any modification and/or supports provided in a student's Individualized Education Plan ("IEP"), Section 504 Accommodation Plan and/or other similarly developed academic plan.
- Grades are to be recorded in PowerSchool within one (1) week of the due date.
- There are to be enough grades in each subject to reflect an accurate assessment of student achievement.
- Teachers must follow grade level guidelines, unless an exception is provided for in a student's Individualized Education Plan ("IEP"), Section 504 Accommodation Plan and/or other similarly developed academic plan.

M. Absences

- Students who are absent, whether excused or unexcused, will be permitted to make up missed work and assessments.
- Students will have at least as many days as the student was absent to make up work, unless additional time is provided for in a student's Individualized Education Plan ("IEP"), Section 504 Accommodation Plan and/or other similarly developed academic plan.

N. Formative/Summative and General Guidelines

- Multiple types of assessments are necessary to ensure differentiation of instruction.
- In grades 2-5, more emphasis and value are to be placed on summative/academic achievement, which reflects a student's mastery of content skills rather than formative/academic practice. In grades K-1, only summative/academic achievement, which reflects a student's mastery of content skills to report mastery of standards through PowerTeacher and report cards.

- Please see attached guideline delineating summative/academic achievement versus formative/academic practice.
- Assignments/assessments in grades 2-5 such as projects that are not completed entirely in school and that will be used as a grade will be included with formative/academic practice; however, this does not include homework.
- Homework is not to be used towards a product grade; however, homework is incorporated in the citizenship rubric (grades 2-5).
- Comments indicating that an assessment has been completed with materials below grade level are to be reported on the comment section of the report card when grading a student who is working with below grade level materials, and who does not have an IEP.

O. Cheating

- Teachers will handle the issue of students cheating on graded assessments in collaboration with the building administrator and applicable Board Policy and Regulation.

Q. English as a Second Language

- For all grade levels with a numeric grading system - Until a student is determined to be fully English proficient, alternative grading procedures will be in effect.
- ESL students with a WIDA language proficiency level of 1.0-2.4 will receive a pass/fail grade. The following will be noted on the student's report card: "Pass/Fail grade assigned due to student's language proficiency."
- ESL students with a WIDA language proficiency level of 2.5-4.4 will receive a final marking period grade of no lower than 78%. The following will be noted on the student's report card: "Student's grade has been modified according to ESL grading guidelines." The student's strengths and weaknesses should also be indicated.
- ESL students with a WIDA language proficiency level of 4.5 and above will be given standard grades equivalent to those assigned to native English speaking peers.
- All ESL students will be given 1 ½ time to complete assessments.
- For all grade levels with a Standards Based Grading System, ESL students will be assessed using the same criteria as native English speakers. In any areas that ESL students do not meet expectations, a narrative report will be provided.

Revised: August 28, 2017

CERTIFICATE OF RESOLUTION

The undersigned authorized representative of **Pennsville Board of Education** (the Employer) hereby certifies that the following resolutions were duly adopted by the governing body of the Employer on _____, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of Welfare Benefit Plan, effective July 01, 2018, presented to this meeting (and a copy of which is attached hereto) is hereby approved and adopted, and that the proper agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of said Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that the Administrator deems necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures for the provision of benefits under the Plan.

RESOLVED, that the proper agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Plan and to deliver to each employee a copy of the Summary Plan Description of the Plan, which Summary Plan Description is attached hereto and is hereby approved.

The undersigned further certifies that attached hereto as Exhibits, are true copies of Pennsville Board of Education's Benefit Plan Document and Summary Plan Description approved and adopted at this meeting.

Pennsville Board of Education

By:

Name:

Title:

Attachment "K"
Aug. 27, 2018

APPLICATION FOR DUAL USE OF EDUCATIONAL SPACE
2018-19 SCHOOL YEAR

This form is to be used when educational space is required but limited. Dual use of educational spaces is permitted under limited circumstances wherein two small group classes of similar nature separated by a movable divider are operating simultaneously within the same educational space. Permission to operate a dual use educational space must be obtained from the county superintendent annually.

County: Salem District: Pennsville

School: Central Park Elementary School

Room Number/Name: 143 State Approved Use: classroom

Requested Use: small group instruction And: small group instruction
special education grade 2 special education grade 3

Number of students and teachers (total) in each group: 9 And: 9

Description of movable divider used (e.g. height, length, bookshelf, acoustical, etc.):
6' high, 15' long divider approximately

Submit the following with this application:

A sketch of the space showing room size, location of exit doors, fire detection systems, ventilation systems and divider, must accompany this form.

The Board of Education approved the Dual Use Application for the 2018 - 2019 school year on
August 27, 2018 (Date).

*****A COPY OF RESOLUTION FROM MINUTES MUST BE ATTACHED*****

Certified by: _____ 8/27/18
(Chief School Administrator) (Date)

_____ 8/27/18
(School Business Administrator) (Date)

FOR COUNTY SUPERINTENDENT'S USE ONLY:

Date of Inspection by County Office: _____

Inspected by: _____

_____ Approved as is _____ Not approved
_____ Approved subject to the following conditions: _____

_____ (County Superintendent) _____ (Date)

APPLICATION FOR DUAL USE OF EDUCATIONAL SPACE
2018-19 SCHOOL YEAR

This form is to be used when educational space is required but limited. Dual use of educational spaces is permitted under limited circumstances wherein two small group classes of similar nature separated by a movable divider are operating simultaneously within the same educational space. Permission to operate a dual use educational space must be obtained from the county superintendent annually.

County: Salem District: Pennsville

School: Central Park Elementary School

Room Number/Name: 123 State Approved Use: classroom

Requested Use: small group instruction And: small group instruction
special education grade 2 special education grade 3

Number of students and teachers (total) in each group: 9 And: 9

Description of movable divider used (e.g. height, length, bookshelf, acoustical, etc.): _____

Submit the following with this application:

A sketch of the space showing room size, location of exit doors, fire detection systems, ventilation systems and divider, must accompany this form.

The Board of Education approved the Dual Use Application for the 2018 - 2019 school year on August 27, 2018 (Date).

*****A COPY OF RESOLUTION FROM MINUTES MUST BE ATTACHED*****

Certified by: _____ 8/27/18
(Chief School Administrator) (Date)

_____ 8/27/18
(School Business Administrator) (Date)

FOR COUNTY SUPERINTENDENT'S USE ONLY:

Date of Inspection by County Office: _____

Inspected by: _____

_____ Approved as is _____ Not approved
_____ Approved subject to the following conditions: _____

_____ (County Superintendent) _____ (Date)

APPLICATION FOR DUAL USE OF EDUCATIONAL SPACE
2018-19 SCHOOL YEAR

This form is to be used when educational space is required but limited. Dual use of educational spaces is permitted under limited circumstances wherein two small group classes of similar nature separated by a movable divider are operating simultaneously within the same educational space. Permission to operate a dual use educational space must be obtained from the county superintendent annually.

County: Salem District: Pennsville

School: Central Park Elementary School

Room Number/Name: 114 State Approved Use: classroom

Requested Use: small group instruction And: small group instruction
reading coaches basic skills instruction

Number of students and teachers (total) in each group: 9 And: 9

Description of movable divider used (e.g. height, length, bookshelf, acoustical, etc.):
6' high, 15' long divider approximately

Submit the following with this application:

A sketch of the space showing room size, location of exit doors, fire detection systems, ventilation systems and divider, must accompany this form.

The Board of Education approved the Dual Use Application for the 2018 - 2019 school year on
August 27, 2018 (Date).

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Certified by: _____ 8/27/18
(Chief School Administrator) (Date)

_____ 8/27/18
(School Business Administrator) (Date)

FOR COUNTY SUPERINTENDENT'S USE ONLY:

Date of Inspection by County Office: _____

Inspected by: _____

_____ Approved as is _____ Not approved

_____ Approved subject to the following conditions: _____

_____ (County Superintendent) _____ (Date)

PENNSVILLE BOARD OF EDUCATION

FILE CODE: 5131 R

Redline Copy

CODE OF STUDENT CONDUCT

A. Purpose

The purpose of the Code of Student Conduct is to achieve the following purposes:

1. Foster the health, safety, social, and emotional well-being of pupils;
2. Support the establishment and maintenance of civil, safe, secure, supportive, and disciplined school environments conducive to learning;
3. Promote achievement of high academic standards;
4. Prevent the occurrence of problem behaviors;
5. Establish parameters for the intervention and remediation of pupil problem behaviors at all stages of identification; and
6. Establish parameters for school responses to violations of the Code of Student Conduct that take into account, at a minimum, the severity of the offenses, the developmental ages of the pupil offenders, and pupils' histories of inappropriate behaviors.

B. Rules of Conduct

1. All pupils are bound by law, policies of the Board, and the Administrative Regulations of this District.
2. In addition, pupils shall not:
 - a. Be insubordinate to teachers or other school staff members or disregard their instructions or demonstrate lack of respect for their authority;
 - b. Create disorder or disruptions on school premises;
 - c. Use, threaten, or incite the use of physical force against other pupils, staff members, or visitors to the school;

- d. Steal, damage, or deface the property of other pupils, staff members, or the District;
- e. Engage in the sexual and/or other harassment of pupils or staff members;
- f. Violate codes of conduct adopted for organizations of pupils;
- g. Possess or use weapons or any instrument intended to harm others;
- h. Use foul, abusive, derogatory, or demeaning language, including racial and ethnic remarks;
- i. Convey information about other pupils or staff members known to be false;
- j. Act so recklessly as to endanger the safety of others;
- k. Procure the property of others by threat or intimidation;
- l. Enter school premises or any specific portion of the premises without permission and without authority;
- m. Vandalize school property, real or personal;
- n. Create litter on school property;
- o. Be truant from school or class;
- p. Cheat or otherwise engage in academic dishonesty;
- q. Persistently refuse to complete homework and other assignments;
- r. Engage in illegal gambling;
- s. Smoke on school property;
- t. Falsify an excuse or any school document;
- u. Set fire to or cause a fire in any way on school premises;
- v. Possess or explode a firecracker or other explosive device on school premises, including, but not limited to, stinkbombs;

- w. Sound or cause to be sounded a false alarm for fire, bomb, or other condition or circumstance hazardous to others;
 - x. Possess, use, or distribute a substance in violation of Board Policy 5131.6;
 - y. Join a secret society prohibited by law;
 - z. Engage in any other activity expressly prohibited by a school staff member in authority; or
 - aa. Engage in acts of harassment, intimidation or bullying in violation of Board Policy 5131.1.
3. Pupils assigned to a school bus must obey all school rules, and
- a. Show respect for the driver at all times;
 - b. Enter and leave the bus in an orderly manner;
 - c. Ride only the bus to which they have been assigned;
 - d. Be and remain seated while the bus is in motion;
 - e. Avoid reckless and boisterous activity at all times, including during waits at pickup points;
 - f. Talk in a reasonable tone of voice and avoid loud noises;
 - g. Extend no portion of the body or other object out a bus window;
 - h. Keep aisles clear at all times;
 - i. Refrain from bringing animals or bulky, unmanageable projects onto the school bus;
 - j. Refrain from smoking, eating, and drinking on the bus;
 - k. Possess, use, or distribute no substance in violation of Board Policy 5131.6; and
- l. Refrain from engaging in acts of harassment, intimidation or bullying in violation of Board Policy 5131.1.
4. The Building Principal or his/her designee has the right to impose a consequence on a pupil for conduct away from school grounds pursuant to

N.J.A.C. 6A:16-7.6 and Board Policy 5131. This authority shall be exercised only when it is reasonably necessary for the pupil's physical or emotional safety, security, and well-being or for reasons relating to the safety, security, and well-being of other pupils, staff, or school grounds, pursuant to N.J.S.A. 18A:25-2 and 18A:37-2 or when the conduct which is the subject of the proposed consequence materially and substantially interferes with the requirements of appropriate discipline in the operation of the school. Consequences shall be handled in accordance with Board Policy 5131 and this Code of Student Conduct, pursuant to N.J.A.C. 6A:16-7.1, and as appropriate, in accordance with N.J.A.C. 6A:16-7.2, 6A:16-7.3, or 6A:16-7.5.

C. Disciplinary Measures

The following disciplinary measures may be applied as appropriate to the pupil's violation of school rules. The measures are sequential and are organized in order of severity.

1. Admonishment

A school staff member in authority may admonish the pupil for his/her unacceptable conduct and, depending on the nature and severity of the unacceptable conduct may warn the pupil that additional misconduct may warrant a more severe penalty.

2. Temporary Removal from Classroom

- a. The classroom teacher may direct the pupil to report to the office of the administrator in charge of pupil discipline.
- b. The teacher will submit a discipline referral using the approved student information system discipline software.
- c. The administrator in charge of discipline will interview the pupil and determine which, if any, additional disciplinary steps are indicated.

3. Deprivation of Privileges

The pupil may be deprived of the privilege of:

- a. Moving freely about the school building,
- b. Participation in co-curricular or inter/intrascholastic activities,

- c. Attendance at a school-related social or sports activity,
- d. Participation in a graduation ceremony,
- e. Transportation by school bus, or
- f. Any other privilege the Building Principal or his/her designee determines may be appropriate and consistent with Board Policy 5131, this Code of Student Conduct, and N.J.A.C. 6A:16-7.1 et seq.

4. Detention

- a. The pupil may be required to report before or after the school day to detention for a period of supervised study.
- b. Transportation will be the responsibility of the pupil's parent(s) or legal guardian(s).
- c. The pupil may be excused from detention only for an unavoidable commitment previously made; any such excused detention must be made up on another day. The parent/legal guardian, not the student, must notify the administrator who assigned the detention of the commitment.

5. Grading

A pupil who has cheated on a test or assignment, plagiarized material, falsified sources, refused to submit assignments, or otherwise indulged in academic dishonesty or negligence (paragraph B.2.p. and paragraph B.2.q.) may suffer disciplinary consequences as provided for in Board Regulation 6147.1R. In addition, Middle and High School pupils will also be assigned an administrative detention as per the Middle and High School grading policies.. In no other instance may a pupil's grade be lowered as a direct penalty for misconduct.

6 Suspension from School

- a. The pupil may be denied the right to attend school for a period of time pursuant to N.J.S.A. 18A:37-2, N.J.A.C. 6A:16-7.2, and 6A:16-7.3, and Board Policy 5114.

- b. Suspension from school is a deprivation of the pupil's right to a thorough and efficient education and will not be imposed without the due process set forth in Board Policy and Regulation 5114.

7. Expulsion

- a. The Board may expel a general education pupil from school, pursuant to N.J.S.A. 18A:37-2, N.J.A.C. 6A:16-7.5, and Board Policy 5114.
- b. Expulsion is an extremely serious disciplinary measure; it deprives the pupil of his/her right to a thorough and efficient education and will not be imposed without the due process set forth in Board Policy 5114.

D. Remedial Measures

The following remedial measures may be taken to aid in correcting pupil conduct and to ensure that the pupil is properly placed in an appropriate educational environment and is not in need of special education and/or related services.

1. Restitution and Restoration

- a. The pupil may be required, to:
 - (1) Make restitution, in kind or cost or labor, for any loss he/she has caused; or
 - (2) Restore to its former condition, by his/her own labor, any property the pupil has damaged or defaced.
- b. A pupil who refuses to make restitution or restoration as directed may be additionally disciplined by one or more of the measures included at paragraph C, which would be in addition to any discipline that is imposed for the original inappropriate conduct.

2. Counseling

- a. The pupil may be required to consult with school guidance counselors to determine the causes of his/her misconduct and to assess the need for a change in educational placement.
- b. The counselor will explain:

- (1) Why the pupil's conduct is unacceptable to the school and damaging to the pupil,
 - (2) What the consequences of continued misconduct are likely to be, and
 - (3) Appropriate alternate behaviors.
- c. The counselor may refer the pupil, as appropriate, for additional counseling, evaluation, intervention, treatment, or therapy. Referrals may be made to:
- (1) The Child Study Team,
 - (2) Intervention and Referral Team,
 - (3) A public or private social agency, or
 - (4) A legal agency.

3. Parent Conferences

The pupil may be required to attend a meeting with his/her parent(s) and appropriate staff members to discuss the causes of the pupil's behavior, possible remediation, potential disciplinary measures, and alternative conduct.

4. Alternate Educational Program

The pupil may be assigned to an alternate educational program as recommended by the pupil's guidance counselor, classroom teacher, Child Study Team, and/or other school personnel.

E. Chart of Discipline

Below is a listing of pupil behaviors that are subject to pupil discipline including suspension or expulsion pursuant to N.J.S.A. 18A:37-2. However, each case must be individually evaluated and the Administration has the right to determine the appropriate consequences based on the facts of the offense. Therefore, based on the severity of the offense, the consequences could be the maximum for that particular offense, regardless of the frequency of the offense. Behavioral guidelines are in effect whenever school jurisdiction is applicable. Offenses are cumulative throughout the pupil's time in a particular District building. Such behaviors include, but are not limited to:

1. Kindergarten through Grade Five

To guarantee a good social and educational climate at the elementary school levels, it is important that our younger pupils understand that acceptable standards of behavior will be expected at all times. Discipline will be administered when any individual's action interferes with the rights of a teacher to teach and his/her fellow classmates to learn. Parents/guardians should be reminded that any teacher or staff member in the school has the right to correct unruly and inappropriate behavior that threatens the safety of others and/or disrupts the educational environment and learning process.

To that end, discipline will be given out for, among other conduct that is prohibited above, fighting, obscene language, inappropriate drawings, disrespect for staff, endangering the safety of others, disruptive classroom behavior, destruction/defacing of school property, possession of a weapon (gun, knife, or other offensive device), insubordination, and defiance of school personnel. Based on the severity of the conduct, unacceptable behaviors may result in the need for a parent conference and/or home suspension. A parent conference will take place prior to the suspension, as well as when the pupil is readmitted.

All acts of Harassment, Intimidation or Bullying will be addressed in conjunction with Board Policy 5131.1.

OFFENSE	FIRST OFFENSE ACTION	SECOND OFFENSE ACTION	THIRD AND SUBSEQUENT ACTION
Conduct of such character as to constitute a danger to physical well being of self and/or others	<ul style="list-style-type: none"> • Remedial Measures; • Deprivation of privileges; • Temporary Removal from Classroom; • Detention; • Suspension; and/or • Parent Conference 	<ul style="list-style-type: none"> • Remedial Measures; • Deprivation of privileges; • Temporary Removal from Classroom; • Detention; • Suspension; and/or • Parent Conference 	<ul style="list-style-type: none"> • Remedial Measures; • Deprivation of privileges; • Temporary Removal from Classroom; • Detention; • Suspension; • Parent Conference • Expulsion • Alternative Educational Program •
Conduct causing a significant disruption of learning and	<ul style="list-style-type: none"> • Remedial Measures; • Deprivation of privileges; • Temporary 	<ul style="list-style-type: none"> • Remedial Measures; • Deprivation of privileges; 	<ul style="list-style-type: none"> • Remedial Measures; • Deprivation of privileges; • Temporary

the learning of others	Removal from Classroom; <ul style="list-style-type: none"> • Detention; • Suspension; and/or • Parent Conference 	<ul style="list-style-type: none"> • Temporary Removal from Classroom; • Detention; • Suspension; and/or • Parent Conference 	Removal from Classroom; <ul style="list-style-type: none"> • Detention; • Suspension; • Parent Conference • Expulsion Alternative Educational Program
Open defiance (willful disobedience or refusal to comply with a reasonable request of a school official)	<ul style="list-style-type: none"> • Remedial Measures; • Deprivation of privileges; • Temporary Removal from Classroom; • Detention; • Suspension; and/or • Parent Conference 	<ul style="list-style-type: none"> • Remedial Measures; • Deprivation of privileges; • Temporary Removal from Classroom; • Detention; • Suspension; and/or • Parent Conference 	<ul style="list-style-type: none"> • Remedial Measures; • Deprivation of privileges; • Temporary Removal from Classroom; • Detention; • Suspension; • Parent Conference • Expulsion Alternative Educational Program
Leaving class/school without permission.	<ul style="list-style-type: none"> • Remedial Measures; • Deprivation of privileges; • Temporary Removal from Classroom; • Detention; • Suspension; and/or • Parent Conference 	<ul style="list-style-type: none"> • Remedial Measures; • Deprivation of privileges; • Temporary Removal from Classroom; • Detention; • Suspension; and/or • Parent Conference 	<ul style="list-style-type: none"> • Remedial Measures; • Deprivation of privileges; • Temporary Removal from Classroom; • Detention; • Suspension; • Parent Conference • Expulsion Alternative Educational Program

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Possession of a weapon (knife, gun, or other offensive device)	<ul style="list-style-type: none"> • Remedial Measures; • Deprivation of privileges; • Temporary Removal from Classroom; • Detention; • Suspension; and/or <ul style="list-style-type: none"> • Parent Conference 	<ul style="list-style-type: none"> • Remedial Measures; • Deprivation of privileges; • Temporary Removal from Classroom; • Detention; • Suspension; and/or <ul style="list-style-type: none"> • Parent Conference 	<ul style="list-style-type: none"> • Remedial Measures; • Deprivation of privileges; • Temporary Removal from Classroom; • Detention; • Suspension; • Parent Conference • Expulsion • Alternative Educational Program
Verbal threats toward teacher, staff and/or others	<ul style="list-style-type: none"> • Remedial Measures; • Deprivation of privileges; • Temporary Removal from Classroom; • Detention; • Suspension; and/or <ul style="list-style-type: none"> • Parent Conference 	<ul style="list-style-type: none"> • Remedial Measures; • Deprivation of privileges; • Temporary Removal from Classroom; • Detention; • Suspension; and/or <ul style="list-style-type: none"> • Parent Conference 	<ul style="list-style-type: none"> • Remedial Measures; • Deprivation of privileges; • Temporary Removal from Classroom; • Detention; • Suspension; • Parent Conference • Expulsion • Alternative Educational Program
Defacing school property	<ul style="list-style-type: none"> • Remedial Measures; • Deprivation of privileges; • Temporary Removal from Classroom; • Detention; • Suspension; and/or <ul style="list-style-type: none"> • Parent Conference 	<ul style="list-style-type: none"> • Remedial Measures; • Deprivation of privileges; • Temporary Removal from Classroom; • Detention; • Suspension; and/or <ul style="list-style-type: none"> • Parent Conference 	<ul style="list-style-type: none"> • Remedial Measures; • Deprivation of privileges; • Temporary Removal from Classroom; • Detention; • Suspension; • Parent Conference • Expulsion

			<ul style="list-style-type: none"> Alternative Educational Program
Theft	<ul style="list-style-type: none"> Remedial Measures; Deprivation of privileges; Temporary Removal from Classroom; Detention; Suspension; and/or Parent Conference 	<ul style="list-style-type: none"> Remedial Measures; Deprivation of privileges; Temporary Removal from Classroom; Detention; Suspension; and/or Parent Conference 	<ul style="list-style-type: none"> Remedial Measures; Deprivation of privileges; Temporary Removal from Classroom; Detention; Suspension; Parent Conference Expulsion Alternative Educational Program
Profanity	<ul style="list-style-type: none"> Remedial Measures; Deprivation of privileges; Temporary Removal from Classroom; Detention; Suspension; and/or Parent Conference 	<ul style="list-style-type: none"> Remedial Measures; Deprivation of privileges; Temporary Removal from Classroom; Detention; Suspension; and/or Parent Conference 	<ul style="list-style-type: none"> Remedial Measures; Deprivation of privileges; Temporary Removal from Classroom; Detention; Suspension; Parent Conference Expulsion Alternative Educational Program
All acts of Harassment, Intimidation or Bullying	Will be addressed in conjunction with Board Policy 5131.1	Will be addressed in conjunction with Board Policy 5131.1	Will be addressed in conjunction with Board Policy 5131.1

2. Grades Six through Eight

OFFENSE	FIRST OFFENSE ACTION	SECOND OFFENSE ACTION	THIRD AND SUBSEQUENT ACTION
Cheating/ Plagiarism	As per the grading policy	Same	Same
Continued willful disobedience	1-5 demerits; or detention; or suspension	1-5 demerits; or detention; or suspension	1-5 demerits; or detention; or suspension
Defacing school property/vandalism	1-5 demerits; or detention; or suspension	detention or suspension	Detention or suspension
Disruptive behavior in class, hall, bus, etc.	1-5 demerits or detention or suspension	1-5 demerits; or detention; or suspension	detention; or suspension
Bus referral	Warning and/or moved seat, or demerits or detention	Detention or suspension from bus	Suspension and possible removal from bus
Excessive Tardiness to class (unexcused)	1-5 demerits	1-5 demerits	1-5 demerits
Excessive Tardiness to school (unexcused)	Every 5 th lateness is a detention	Every 5 th lateness is a detention; after 15 latenesses, possible parent conference	Every 5 th lateness is a detention; after 25 latenesses, possible parent conference
Truancy	2 days detention	Suspension	Suspension and court complaint
Possession of controlled dangerous substances	10 day suspension, police complaint, honor-code violation	10 day suspension, police complaint, honor-code violation	10 day suspension, police complaint, honor-code violation
Use of controlled dangerous substances	10 day suspension, honor-code violation, drug test	10 day suspension, honor-code violation, drug test	10 day suspension, honor-code violation, drug test
Profanity/threat directed at staff member	2 - 4 day suspension	4 day suspension, possible police complaint	5-10 day suspension, police complaint, superintendent conference and

			possible change of placement
Physical assault of a staff member	3 - 10 day Suspension, possible police complaint, parent conference. Possible change in placement.	3 - 10 day Suspension, possible police complaint, parent conference. Change in placement.	Change in placement would have occurred on 2 nd offense.
Profanity	1-5 demerits; or detention; or suspension	detention or suspension	detention or suspension
Inappropriate use of an electronic device	5 demerits	5 demerits	5 demerits
Possession of a weapon (knife, gun, or other offensive device)	See Board of Education policy	See Board of Education policy	See Board of Education policy
Smoking	4 day suspension, police complaint	4 day suspension, police complaint	4 day suspension, police complaint
Use of racial or ethnic slur directed at individual	1-4 day suspension	1-4 day suspension, possible parent conference	1-4 day suspension, superintendent conference
Cutting class	5 demerits	Detention	Suspension
Failure to report to administrative detention	Suspension	Suspension	Suspension
Leaving school or class without permission	Detention	2 detentions	Suspension
Fighting	1-4 day suspension, possible police complaint	2-10 day suspension, possible police complaint	4-10 day suspension, police complaint
Stealing	1-5 demerits, or detention, or suspension; possible	1-5 demerits, or detention, or suspension; possible	1-5 demerits, or detention, or suspension; police

	police complaint	police complaint	complaint
Unprepared	2 demerits	2 demerits	2 demerits
Unprepared without ID/lanyard	5 th time is a detention	5 th time is a detention	5 th time is a detention
Horseplay	1-5 demerits; or detention; or suspension	1-5 demerits; or detention; or suspension	1-5 demerits; or detention; or suspension
Inappropriate behavior	1-5 demerits; or detention; or suspension	1-5 demerits; or detention; or suspension	1-5 demerits; or detention; or suspension
All acts of Harassment, Intimidation or Bullying	Will be addressed in conjunction with Board Policy 5131.1	Will be addressed in conjunction with Board Policy 5131.1	Will be addressed in conjunction with Board Policy 5131.1

3. Grades nine through twelve

OFFENSE	FIRST OFFENSE ACTION	SECOND OFFENSE ACTION	THIRD AND SUBSEQUENT ACTION
Cheating/Plagiarism	As per the grading policy	Same	Same
Continued willful disobedience	5 demerits; or detention; or suspension	5 demerits; or detention; or suspension	1-5 demerits; or detention; or suspension
Defacing school property/vandalism	5 demerits; and/or detention; or suspension – restitution for damages and/or labor	Demerits, detention and/or suspension – restitution for damages and/or labor	Demerits, detention and/or suspension – restitution for damages and/or labor
Disruptive behavior in class, hall, bus, etc.	5 demerits and/or detention or suspension	5 demerits; and/or detention or suspension	Demerits, detention; and/or suspension
Bus referral	Warning and/or moved seat, or demerits or detention	Detention or suspension from bus	Suspension and possible removal from bus

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Excessive Tardiness to class (unexcused)	5 demerits	5 demerits	5 demerits
Excessive Tardiness to school (unexcused)	Every 5th lateness is a detention	After 15 latenesses, possible parent conference	After 15 latenesses, possible parent conference
Truancy	2 days detention	Suspension	Suspension and court complaint
Possession of controlled dangerous substances	10 day suspension, police complaint, honor-code violation	10 day suspension, police complaint, honor-code violation	10 day suspension, police complaint, honor-code violation
Use of controlled dangerous substances	10 day suspension, honor-code violation, drug test	10 day suspension, honor-code violation, drug test	10 day suspension, honor-code violation, drug test
Profanity/threat directed at staff member	2 - 4 day suspension	4 day suspension, possible police complaint	5-10 day suspension, police complaint, superintendent conference and possible change of placement
Physical assault of a staff member	3 - 10 day Suspension, possible police complaint, parent conference. Possible change in placement.	3 - 10 day Suspension, possible police complaint, parent conference. Change in placement.	3 - 10 day Suspension, possible police complaint, parent conference. Change in placement.
Profanity	5 demerits; and/or detention; or suspension	Demerits, detention and/or suspension	Demerits, detention and/or suspension
Inappropriate use of an electronic device	5 demerits and detention	5 demerits and detention	5 demerits and detention
Improper Dress	Change of dress	Change of dress and/or 0-5 demerits,	Change of dress and 5 demerits, and

CODE OF STUDENT CONDUCT (continued)**File Code: 5131 R**

		and/or detention	detention
Possession of a weapon (knife, gun, or other offensive device)	See Board of Education policy	See Board of Education policy	See Board of Education policy
Smoking – on school property	4 day suspension, police complaint	4 day suspension, police complaint	4 day suspension, police complaint
Failure to return School Equipment, Supplies, books, uniforms.	Student will be placed on the fine list for cost of equipment, supplies. No records/transcripts/diploma will be released until fine(s) is/are paid	Student will be placed on the fine list for cost of equipment, supplies. No records/transcripts/diploma will be released until fine(s) is/are paid	Student will be placed on the fine list for cost of equipment, supplies. No records/transcripts/diploma will be released until fine(s) is/are paid
Damage to School Property, Equipment, Supplies, books, uniforms.	Demerits, Detention, and/or Suspension. Restitution for damages and/or cost of labor.	Demerits, Detention, and/or Suspension. Restitution for damages and/or cost of labor.	Demerits, Detention, and/or Suspension. Restitution for damages and/or cost of labor.
Use of racial or ethnic slur directed at individual	1-4 day suspension	1-4 day suspension, possible parent conference	1-4 day suspension, superintendent conference
Cutting class	5 demerits and Detention	5 demerits and Detention	Demerits and Suspension
Failure to report to teacher detention	5 demerits and an administrative detention	5 demerits and an administrative detention	5 demerits and an administrative detention
Failure to report to administrative detention	2 administrative detentions	Suspension	Suspension
Leaving school grounds in a car	2 day suspension	2 day suspension	2 day suspension
Leaving school	Detention	2 detentions	Suspension

CODE OF STUDENT CONDUCT (continued)**File Code: 5131 R**

or class without permission			
Fighting	1-4 day suspension, possible police complaint	2-10 day suspension, possible police complaint	4-10 day suspension, police complaint
Stealing	5 demerits, and/or detention, and/or suspension; possible police complaint	5 demerits, and/or detention, and/or suspension; possible police complaint	5 demerits, and/or detention, and/or suspension; possible police complaint
All acts of Harassment, Intimidation or Bullying	Will be addressed in conjunction with Board Policy 5131.1	Will be addressed in conjunction with Board Policy 5131.1	Will be addressed in conjunction with Board Policy 5131.1

Date: August 29, 2011

July 26, 2018

E-rate Partners, LLC

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Cicero, New York 13039
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Pennsville Township School District
Mr. Richard Davidson
30 Church Street
Pennsville, NJ 08070

Re: Agreement between Pennsville Township School District and E-rate Partners, LLC for
E-rate Services for Funding Year 2019

Dear Mr. Davidson,

E-rate Partners, LLC is pleased to provide this Agreement to Pennsville Township School District for Professional E-rate Consulting Services.

This Agreement is made as of July 26, 2018 between Pennsville Township School District and E-rate Partners, LLC. Pennsville Township School District (District) employs E-rate Partners, LLC (E-rate Partners) to perform services, to serve as the District's representative and to provide consultation and advice for a fee (as set forth below) in connection with **Funding Year 2019 (July 1, 2019-June 30, 2020) of the Schools & Libraries Universal Service Support Mechanism (E-rate Program)** for the District (the Agreement).

We are already planning and preparing for the Funding Year 2019 application cycle, which begins Fall 2018, and look forward to working with you as your E-rate consultant. A complete description of the Funding Year 2019 application cycle is included in Appendix A.

E-rate Partners' Services

Upon execution of this Agreement granting authority to proceed from the District, E-rate Partners shall perform the following services:

- Prepare and submit all required forms (as described in Appendix A) and correspondence necessary for program compliance throughout the complete E-rate funding cycle for eligible Category 1 services. E-rate Partners will attach all necessary District provided agreements, proposals or contract information as requested by representatives of the E-rate Program.
- Collect and analyze required data from the District's E-rate staff relevant to the assignment as to its conformity with the E-rate Application process guidelines.
- Serve as the liaison between the District and the Universal Service Administrative Company Schools & Libraries Division (SLD) and respond to all SLD inquiries pertinent to the District's applications and reimbursements.
- Maintain documentation on the District's applications and related SLD correspondence.

- Support the District by proactively seeking out critical information from the SLD on issues of interpretation relative to E-rate rules and guidelines.
- If authorized in writing by the District, Additional Services, related to this Agreement, will be performed by E-rate Partners for a mutually agreed upon additional fee. E-rate Partners' Additional Services will be performed and completed within the time period mutually agreed to in writing by the parties at the time such services are authorized. The District shall pay E-rate Partners for all Additional Services rendered on the basis agreed to in writing by the parties at the time such services are authorized.
- Since it is impossible to determine if the District will be chosen by the SLD for a Site Visit, Selective Review, Audit or similar activity or process, E-rate Partners' efforts to support the District in these matters will be considered Additional Services and will be billed on a Time basis at \$85/hour and a Materials and Travel basis at E-rate Partners' cost.

District's Responsibilities

The District shall do the following:

- Designate an individual who will have the authority to act on the District's behalf on matters concerning this Agreement.
- Furnish to E-rate Partners all information pertinent to this Agreement and authorize E-rate Partners to obtain additional contract information, invoices, reports and data as required. E-rate Partners shall be entitled to use and rely upon all such information and services provided by the District or others on the District's behalf in performing E-rate Partners' services under this Agreement.
- Provide all information in a timely fashion to E-rate Partners.
- Ensure that all information requested by E-rate Partners is complete, updated, and correct.
- Bear all costs incident to compliance with the requirements of this Section.

Period of Service

- E-rate Partners' Services will be performed within a timely manner in compliance with E-rate program filing requirements. E-rate Partners' Services under this Agreement will be complete when the reimbursement process is finished (as described in Appendix A), unless earlier terminated as provided for herein.
- If any time period within or date by which any of E-rate Partners' services are to be completed is exceeded through no fault of E-rate Partners, at that time E-rate Partners shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by E-rate Partners in connection with such an extension and the fact that the time for performance under this Agreement has been revised.

Fee and Invoicing

Our proposed fee is calculated as follows:

E-rate Partners' annual fee for Funding Year 2019 Category 1 will be \$2,000.00. E-rate Partners will invoice 50%, or \$1,000.00, in October of 2018, and 50%, or \$1,000.00, in April of 2019.

E-rate Partners' fee for Category 2 services for E-rate Funding Year 2019 will be \$600.00 per E-rate Funding Year 2019 Funding Request (FRN). E-rate Partners will invoice 50%, or \$300.00/FRN, in April of 2019, and 50%, or \$300.00/FRN, upon receipt of a Funding Commitment Decision Letter committing funding to the District.

- E-rate Partners shall submit invoices for Basic Services to the District according to the payment schedule above. All payments to E-rate Partners are due and payable 30 days from the date of invoice. Any amount due E-rate Partners upon expiration or earlier termination of this Agreement shall survive and remain a continuing obligation of the District. E-rate Partners shall be entitled to recover all attorneys' fees and court costs in connection with the collection of any amounts due and/or enforcement of the terms of this Agreement.
- If the District fails to make any payment due E-rate Partners for services and expenses within sixty (60) days after receipt of E-rate Partners' invoice, the amount due E-rate Partners will be increased at the rate of nine percent (9%) per annum from said sixtieth (60) day, accrued at .075% monthly. After the 60th day, E-rate Partners may, after giving seven (7) days' written notice to the District, suspend services under this Agreement until E-rate Partners has been paid in full all amounts due and owing for services, expenses and charges.
- The Term of this Agreement shall be for one funding year. The Agreement may be subject to renewal at the end of the term at a mutually agreeable compensation rate.

Termination

- Termination for Cause.
This Agreement may be terminated by the District for cause based on any of the following reasons: (i) E-rate Partners' negligence or misconduct that would make its continued association with the District prejudicial to the best interests of the District; (ii) E-rate Partners' breach of any material term or condition of this Agreement which remains uncured fifteen (15) days after receipt of written notice detailing the breach.

This Agreement may be terminated for cause by E-rate Partners: (i) at any time during a suspension of services due to nonpayment as set forth above; or (ii) upon District's breach of any material term or condition of this Agreement which remains uncured fifteen (15) days after receipt of written notice detailing the breach.

- Termination for Convenience. Either party may terminate this Agreement for its convenience without cause, upon fifteen (15) days prior written notice to the other of them.
- Effect of Termination. Termination of this Agreement pursuant to this Article will not in any way (a) compromise or constitute a waiver of any right or remedy of either party at law or in equity, or (b) affect

any provision of this Agreement that will survive such termination, or (c) and under no legal theory whether in tort, contract, equity or otherwise cause E-rate Partners and/or its members to be liable to District or any other person or entity for any indirect, special, incidental or consequential damages of any character even if E-rate Partners shall have been informed of the possibility of such damages or for any claim by any other party. Further, in no event shall E-rate Partners' liability under any provision of this Agreement exceed the fees charged by E-rate Partners under this Agreement. This paragraph shall survive the expiration or earlier termination of this Agreement.

General Considerations

- E-rate Partners and the District hereby mutually agree to indemnify, and hold the other harmless, as well as their respective members, officers, directors, employees, and consultants against any and all liability, damage, and expenses (including attorneys' fees and court costs) of whatever kind or nature which, they may directly or indirectly incur, suffer or be required to pay by reason of the breach by the applicable party of its duties and obligations under this Agreement. This paragraph shall survive the expiration or earlier termination of this Agreement.
- This Agreement and the rights and duties hereunder shall not be assigned by either party without the prior written consent of the other, and any purported assignment of this Agreement without said consent of the other shall be considered null and void.
- Nothing contained in this Agreement shall prevent E-rate Partners from employing independent subcontractors and consultants as E-rate Partners may deem appropriate to assist in the performance of services hereunder.
- Nothing contained in this Agreement shall be construed to give any rights or benefits to any third party, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the District and E-rate Partners and not for the benefit of any other third party.
- E-rate Partners and the District shall endeavor to resolve claims, disputes and other matters in question between them by mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Unless the parties mutually agree otherwise, the mediation shall be in accordance with the rules of the American Arbitration Association currently in effect. The parties agree to divide equally the mediator's fee and any filing fees associated therewith.
- Provisions of this Agreement shall be construed in accordance with the laws of the State of New York and shall inure to the benefit of the respective parties, their heirs, personal representatives and assigns. The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.
- This Agreement constitutes the entire Agreement between the District and E-rate Partners and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled in writing duly executed by both parties.

Mr. Richard Davidson
Pennsville Township School District
July 26, 2018

Conclusion

E-rate Partners would be proud to have the opportunity to serve Pennsville Township School District as your Professional E-rate Consultant. We look forward to working with you over the next Funding Year. If you have any questions please call Kelly Walrath at 315-254-2018.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

DISTRICT



(Signature)

Richard Davidson

(Printed Name)

8-27-18

(Date)

Business Administrator

(Title)

Address for Giving Notices:

30 Church Street

Pennsville NJ 08070

E-rate Partners, LLC



(Signature)

Jessica A. Nilsen

(Printed Name)

July 26, 2018

(Date)

Member

(Title)

Address for Giving Notices:

5701 East Circle Drive #133

Cicero, New York 13039

Appendix A

Funding Year 2019 (July 1, 2019 –June 30, 2020) E-rate Process

(Funding Year 2020 (July 1, 2020-June 30, 2021) E-rate Process will follow a similar timeline beginning in October 2019)

Questionnaire—October-December 2018

E-rate Partners will send the District an information packet to gather data for the Funding Year 2019 E-rate process including any new services and/or Requests for Proposals (RFPs) that the District is planning. Once we have received your completed packet we will begin preparing your Form 470.

Competitive Bidding (FCC Form 470)—October 2018-January 2019

The Form 470 is an invitation to bid. It is the first FCC form that must be filed in order to receive E-rate discounts. All services that your District may seek E-rate discounts on must be listed on a Form 470. If you have developed an RFP for an eligible service, the Form 470 will include information on how service providers may obtain a copy of the RFP. Once the Form 470 is filed, it is posted to the SLD web site for a mandatory 28-day competitive bidding in conjunction with the release of any RFPs. E-rate Partners will post the Form 470 based on the District's questionnaire and advise you of the mandatory 28-day competitive bidding period. Be sure to document all proposals you receive and your selection process being very mindful of the guideline stating that cost must be the most heavily weighted factor. Contracts must be established before the Form 471 can be submitted. E-rate Partners will offer assistance documenting bids received and your selection process, but the responsibility for selecting service providers remains with the District.

Application (FCC Form 471)-January-March 2019

The Form 471 is the second FCC form E-rate Partners will submit on your behalf. The Form 471 lists the funding requests (FRNs) for your E-rate eligible services. Each FRN indicates the associated costs, the entities that are eligible to receive the services, and the calculated discount rate for the services. If applicable, legal contracts must be in place before a Form 471 can be submitted. Contracts established after the 471 is submitted will not be eligible for E-rate reimbursement.

Application Review (Program Integrity Assurance)—March-October 2019

During Program Integrity Assurance (PIA), SLD representatives will contact us with questions regarding your application(s). E-rate Partners will respond to PIA questions on your behalf. Occasionally the SLD will ask questions that require us to gather more information from you. There is typically a 15-day (including weekends and holidays) response deadline on PIA questions, so requested information must be provided in a timely manner.

Response to Funding Commitment Decision—March-November 2019

A Funding Commitment Decisions Letter (FCDL) is the written documentation from the SLD describing the amount of funding allocated for E-rate eligible services. Upon receipt of an FCDL, we will review the FCDL, provide a copy to you for your review and submit a Form 486. The Form 486 indicates the District's intent to receive and pay for E-rate eligible services. If a funding request is denied for some reason an initial appeal process will be initiated and appropriate letters submitted with the goal of reversing the decision.

Reimbursement Process (FCC Form 472)-May-December 2020

The Form 472, also known as the BEAR Form, is used to request reimbursement, at your approved discount rate, on services for which you have paid in full. E-rate Partners will administer the BEAR process in 2 rounds per Funding Year. The first round will request reimbursements on actual expenses incurred July through December. The second round will cover January through June. E-rate Partners will request the necessary invoice copies from you. Upon approval of a BEAR Form by the SLD, USAC will deposit the reimbursement into your account. If you would rather not wait for the BEAR process, you may opt to receive discounted invoices (you pay just the undiscounted portion) and let service providers file for payment from the SLD.

PENNSVILLE BOARD OF EDUCATION

FILE CODE: 1330

USE OF SCHOOL FACILITIES

The District facilities belong to the community, which paid for them for the primary purpose of offering a full educational program for its children. Prudent use and management of school facilities outside of the regular operating schedules -- providing that such use does not interfere with the orderly conduct of a thorough and efficient system of education -- allows the community to benefit more broadly from the use of its own property.

The Board will permit the use of school facilities when such permission has been requested in writing and has been approved by Superintendent or his/her designee for:

- A. Uses and groups directly related to the school and the operations of the school;
- B. Uses and organizations indirectly related to the school;
- C. Departments or agencies of the municipal government;
- D. Other governmental agencies;
- E. Community organizations formed for charitable, civic or educational purposes;
- F. Community political organizations;
- G. Community church groups.

Charges for the use of school facilities during normal operating hours shall be waived for the following organizations in the Pennsville School District when admission is not charged and such use does not include the kitchen:

Parent Associations
Civic Organizations
Girl/Boy Scouts
Church Groups

Booster Clubs
Senior Citizen Groups
Pennsville Municipality
Community Political Organizations

All other organizations or persons granted the use of school shall within thirty (30) days of use pay the scheduled fee and the cost of any additional staff services required by the use.

The use of school facilities shall not be granted for the advantage of any commercial or profit-making organization, private social functions, or any purpose which is prohibited by law. In the event the Superintendent or his/her designee deems it advisable, any application may be submitted to the Board for consideration.

The Superintendent or his/designee and/or the Board may refuse to grant the use of a school building whenever in their judgment there is good reason why permission should be refused. They shall not be required to give a reason for such refusal.

Smoking is prohibited at all times in any district building or on school grounds. No one may bring alcoholic beverages onto any school property. All facility use shall comply with state and local fire, health, safety and police regulations.

The Board shall annually approve a schedule of fees for the use of school facilities.

Use of school equipment in conjunction with the use of school facilities must be specifically requested in writing and may be granted by the procedure by which permission to use facilities is granted. The user of school equipment must accept liability for any damage to or loss of such equipment that occurs while it is in use. Where rules so specify, no item of equipment may be used except by a qualified operator.

Use of District equipment on the premises by nonschool personnel is limited to the equipment that is an integral part of the facility being used, *i.e.*, the stage lights and piano in the auditorium, the basketball baskets in the gym. No district equipment shall be removed from the premises for use by non-district personnel.

The Superintendent or his/her designee shall develop regulations for the use of school facilities and such regulations shall be distributed to every user of the facilities and every applicant for the use of school facilities. The Board shall require that all users of school facilities comply with policies of this board and the rules and regulations of this District, including, but not limited to, the Board's Sports Related Concussion and Head Injury Policy. Each user shall present evidence of the purchase of organizational liability insurance to the limit prescribed by such rules.

Authorization for use of school facilities shall not be considered as endorsement of or approval of the activity, person, group or organization nor the purposes they represent.

Date: August 30, 2004
Reviewed/Revised: November 24, 2008
Reviewed/Revised: April 30, 2012

<u>Legal References:</u>	<u>N.J.S.A.</u> 18A:11-1 <u>N.J.S.A.</u> 2C:33-16 <u>N.J.S.A.</u> 18A:20-34 <u>N.J.S.A.</u> 26:3D-55 <u>N.J.S.A.</u> 18A:54-20 <u>N.J.A.C.</u> 20 U.S.C.A. 4071 - 4074 - Equal Access Act GOALS 2000: Educate America Act (Pro Children Act of 1994), Pub. L. 103-227 No Child Left Behind Act of 2001, Pub. L. 107-110, 20 U.S.C.A. 6301 et seq. <u>Resnick v. East Brunswick Twp. Bd. of Ed.</u> , 77 N.J. 88 (1978) <u>Boy Scouts of America v. Dale</u> , 120 S.Ct. 2446 (2000)	General mandatory powers and duties Alcoholic beverages; bringing or possession on school Property by person of legal age; penalty Use of schoolhouse and grounds for various Purposes New Jersey Smoke-Free Air Act Powers of board (county vocational schools) Policies and procedures for school facility operation
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Good News Club v. Milford Central School, 121 S.Ct. 2093 (2001)

Possible

Cross References:

1230	School-connected organizations
1330R	Use of School Facilities
3514	Equipment
3515	Smoking prohibition
5141.8	Sports Related Concussion and Head Injury
6145	Extracurricular activities



PMHS Marching Band



2018 Marching Band Fall Schedule

Performances and Competitions - All report times are TBD

July

Rehearsals 7/17, 7/24, and 7/26 - 6 to 8 pm

August

8/6 - 8/9 - Band Camp

8/13-8/16 - Band Camp

Rehearsals 8/21, 8/23, 8/28 and 8/30 - 6 to 9 pm

September

Tuesday and Thursday rehearsals 6-9 pm

Football @ Glassboro - 9/7

Septemberfest Parade - 9/8

Football @ Home vs. Overbrook 9/14

Williamstown Competition - TOB - 9/15

Collingswood Competition - TOB - 9/22

Football @ Woodbury 9/29

Pitman Competition - TOB - 9/29

October

Tuesday and Thursday rehearsals 6-9 pm

Football @ Home vs. Woodstown 10/5

Millville Competition - Cavalcade - 10/6

Football @ Burlington City - 10/13

Deptford Competition - TOB - 10/14 (sun)

Football @ Home vs. Salem 10/19

Kingsway Region A Class Championships - 10/21 (sun)

Football @ Home vs. Schalick 10/26

November

Vineland Competition - Cavalcade - 11/3

Cavalcade Championships - 11/10 or 11/11

Playoff Football schedule is TBD based on record. Please keep the following dates available for potential playoff/consolation games. November 2nd, 9th, 17th, 30th and December 1st. These are all possible dates depending on record and seeding.